

ALTA PRIVACY FORM

MAY 7, 2001

**Commonwealth Land Title Insurance Company and/or Auburn Abstract Company,
Inc.**

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution

provides you with a notice of its privacy policies and practices, such as the type of information that it collects about

you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are

providing you with this document, which notifies you of the privacy policies and practices of **Commonwealth Land Title Insurance Company and Auburn Abstract Company, Inc.**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

COMMITMENT FOR TITLE INSURANCE
Issued by
Commonwealth Land Title Insurance Company
SCHEDULE A

1. Commitment Date: **April 25, 2022, 08:00 am**
2. Policy to be issued:
 (a) 2006 ALTA® Owner's Policy

 Proposed Insured: **To Be Determined**

 Proposed Policy Amount: **\$1.00**

 (b) 2006 ALTA® Loan Policy

 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

 Susan Reger, Trustee of The 1994.Revocable Trust of Elsie C. Dickman
5. The land referred to in this Commitment is described as follows:

 SEE ATTACHED EXHIBIT "A"

Auburn Abstract Company, Inc.

By


Authorized Signatory



Auburn Abstract Company
120 West 8th Street
Auburn, IN 46706
(260)925-4260 Phone
(260)925-4274

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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EXHIBIT "A"

The following described real estate situate in DeKalb County, State of Indiana, to-wit:

All that portion lying west of the center line of Cedar Creek as now constituted, of the following tract, to-wit: 25.51 acres off the south side of the following described tract, to-wit: All that part of Sections 5 and 6 in Township 33 North, Range 13 East bounded by a line commencing at the point where the south boundary line of the Northeast Quarter of Section 6 crosses the Auburn and Fort Wayne road, and running thence east to a point on the center line of said Section 5, 16.90 chains east of the southwest corner of the Northwest Quarter of Section 5, thence north to the right of way of the Baltimore and Ohio and Chicago Railroad, thence in a northwesterly course along the said right-of-way to a point where it crosses the said Auburn and Fort Wayne road; thence in a southwesterly course to the place of beginning, containing 15.89 acres more or less.

EXCEPTING THEREFROM the following described real estate, to-wit:

A part of the Northwest Quarter of Section 5, and a part of the Northeast Quarter of Section 6 in Township 33 North, Range 13 East, Jackson Civil Township, DeKalb County, Indiana, and more fully described as follows:

Commencing at a stone found at the South corner between said Sections 5 and 6 and running thence on the line between said Quarter Sections of said Sections 5 and 6 North 00 deg. 17 min. 39 sec. West 461.70 feet to the true POINT OF BEGINNING; thence South 88 deg. 05 min. 40 sec. East 534.25 feet to the top of bank of the Cedar Creek; thence along said top of bank North 17 deg. 13 min. 12 sec. East 276.18 feet; thence North 88 deg. 05 min. 40 sec. West 439.87 feet to a 4 inch round steel post; thence continuing North 88 deg. 05 min. 40 sec. West 177.55 feet to the North-South running line between said Sections 5 and 6; thence continuing North 88 deg. 05 min. 40 sec. West 197.41 feet to a Point on a curve to the Right on the Easterly Right-of-Way of County Road 427; thence along said Easterly Right-of-Way, along said curve having a radius of 57,295.80 feet and being measured along a chord having a bearing of South 21 deg. 57 min. 48 sec. West a chord distance of 67.75 feet to the P.T. of a curve and being station 323+15.6 of the State Highway Plans for Highway #427; thence continuing along said Easterly Right-of-Way South 21 deg. 55 min. 51 sec. West 215.76 feet; thence South 88 deg. 05 min. 40 sec. East 304.76 feet back to the POINT OF BEGINNING, and being all that land known as the South Auburn Trailer Court, Containing 5.057 acres total boundary with 1.535 acres in Section 6, and 3.522 acres in Section 5.

COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

SCHEDULE B Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **The company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.**
6. **The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.**

SCHEDULE B, PART II

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Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. **Rights or claims of parties other than Insured in actual possession of any or all of the property.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.**
4. **Easements, or claims of easements, not shown by the public records.**
5. **Unfiled mechanics' or materialmen's liens.**
6. **Taxes for 2021 due and payable in 2022 as follows:**

**AUBURN JACKSON: Dickman, Burtis L. & Elsie C.
Pt E1/2 Ne1/4 6-33-13 5.0401 Acres; County Tax ID #: 21-10-06-277-003;
State Parcel ID #: 17-10-06-277-003.000-010; Assessed Value Land: \$42500;
Improvements: \$149800; HOME-Exemption: \$45000; SUPPLE-Exemption:
\$45010; 1st Installment: \$993.42 UNPAID; 2nd Installment: \$993.42 UNPAID.**

**Pt W1/2 Nw 1/4 5-33-13 5.5821 Acres; County Tax ID #: 21-10-05-151-005;
State Parcel ID #: 17-10-05-151-005.000-010; Assessed Value Land: \$2600;**

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1st Installment: \$26.00 UNPAID; 2nd Installment: \$26.00 UNPAID.

- 7. The 2022 taxes due and payable in 2023 which became a lien on January 1, 2022 and which are not yet due and payable.**
 - 8. Assessments for the maintenance of drain #470-00-0 payable May 10, 2022 in the amount of \$3.12 UNPAID; and payable November 10, 2022 in the amount of \$3.12 UNPAID.**
 - 9. Assessments for the maintenance of drain #470-00-0 payable May 10, 2022 in the amount of \$3.12 UNPAID; and payable November 10, 2022 in the amount of \$3.12 UNPAID.**
 - 10. Possible assessments for the reconstruction of regulated drains.**
- NOTE: Please contact the DeKalb County Treasurer in order to determine if the land is subject to current assessments.**
- 11. Rights of others to use that portion of the subject real estate which lies within the right of way of public roads and/or highways.**
 - 12. The acreage listed in the legal description is for convenience only and the company does not guarantee or affirm as to the true acreage of the property.**
 - 13. Statutory rights of way, if any, for regulated drains.**
 - 14. The land shall not be deemed to include any mobile home, manufactured home, modular home, house trailer or other movable residence situate upon the land.**
 - 15. Ordinance of Board of Aviation Commissioners of DeKalb County, Indiana, establishing provisions governing the Airport Zoning District dated August 15, 1986, recorded September 3, 1986 in Miscellaneous Record OO at page 440.**
 - 16. Right of Way Grant in favor of the State of Indiana, dated February 2, 1940, recorded February 27, 1940 in Deed Record 112 at page 197.**
 - 17. Easement from Glenn T. and Thelma A. Rieke, husband and wife to the City of Auburn, dated September 14, 1984, recorded October 3, 1984 in Deed Record 180 at page 535.**

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18. Easement from Burtis L. and Elsie C. Dickman, husband and wife to The Municipal City of Auburn, dated October 29, 1996, recorded November 22, 1996 in Deed Record 216 at page 28.
19. Easement and Right-of-Way Grant from Burtis L. and Elsie C. Dickman, husband and wife to Northern Indiana Fuel and Light Company, Inc., dated December 11, 1996, recorded January 6, 1997 in Deed Record 216 at page 274.

(End of Schedule B)

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**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.


8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.



9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:


Authorized Signatory

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 
ATTN: 
President
Secretary

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