

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065	Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065 Main Fax: (574)268-0095

Order Number: 702200610**Property Address:** 18163 Apple Rd, Bourbon, IN 46504**SCHEDULE A**

1. Commitment Date: May 16, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowner's Policy of Title Insurance 2013 (Policy Conversion)
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 Proposed Policy Amount: \$10,000.00
 - (b) ALTA Short Form Residential Loan Policy 2012
 Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above, its successors and/or assigns as their respective interests may appear
 Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Jerry L. Lower and Polly A. Lower, husband and wife
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 50-24-21-000-003.000-012 and 50-24-21-000-004.000-012

THE NORTH 118 RODS 10 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 4 EAST, EXCEPT A TRACT IN THE SOUTHWEST CORNER THEREOF, SOUTH OF THE RIVER, WHICH EXCEPTION IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 98 RODS 10 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 20 RODS; THENCE EAST 28 RODS; THENCE NORTHWESTERLY FOLLOWING THE MEANDER LINE OF THE TIPPECANOE RIVER UPSTREAM TO A POINT WHERE SAID RIVER CROSSES THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, AND THERE TERMINATING.

ALSO, ALL THAT PART OF THE NORTH 118 RODS 10 FEET OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 4 EAST, THAT LIES NORTH AND WEST OF THE CENTER LINE OF SOUTH APPLE ROAD.

EXCEPT, THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 4 EAST, THAT LIES WEST AND NORTH OF THE CENTERLINE OF THE TIPPECANOE RIVER, ALL IN THE NORTH 118 RODS AND 10 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTH 118 RODS AND 10 FEET OF THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 4 EAST, LYING WEST OF APPLE ROAD.

ALSO EXCEPT THAT PORTION OF THE NORTH 1,957 FEET OF THE NORTH HALF OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 4 EAST, THAT LIES WEST OF THE CENTERLINE OF APPLE ROAD, SOUTH OF A PUBLIC OPEN DRAIN AND EAST OF THE CENTERLINE OF THE TIPPECANOE RIVER, ALL IN THE NORTH HALF OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 4 EAST, SITUATE IN TIPPECANOE TOWNSHIP, MARSHALL COUNTY, STATE OF INDIANA.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I
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. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. In the event any document is to be notarized using remote online notary, the following requirements apply:
 - A. Confirmation prior to closing that the County Recorders Office of Marshall, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
 - B. Electronic recordation in the Recorders Office of Marshall of the documents required herein to create the insured estates or interests.
 - C. Execution of instruments in accordance with Indiana law.
 - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
7. Furnish for recordation a deed as set forth below:

Type of deed: Warranty
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A
8. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
9. Mortgage executed by proposed Mortgagor to the proposed insured lender.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

10. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
11. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
12. The Company should be furnished a Vendors Affidavit.
13. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
14. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

NOTE: A 36 month chain of title was done and we find the following:

A Deed dated February 6, 2013 and recorded February 18, 2013 from Jerry L. Lower to Jerry L. Lower and Polly A. Lower, husband and wife as Instrument No. 201301006.

NOTE: If an insured closing is completed by Fidelity National Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.

NOTE: If Fidelity National Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II
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 report date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. 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.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Property Taxes are as follows:

Tax Year: 2021
Due and Payable: 2022
May Installment: \$16.60 Paid
November Installment: \$16.60 Paid
Name of Taxpayer: Lower, Jerry L. and Polly A. h/w
Land: \$2,400.00
Improvements: \$0.00
Exemptions: \$0.00
Tax Identification No.: 50-24-21-000-003.000-012, 0070096800
Description: N 118 Rd 10 Feet E 1/2 NW Ex and Ex

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

8. Property Taxes are as follows:
- Tax Year: 2021
Due and Payable: 2022
May Installment: \$759.38 Paid
November Installment: \$759.38 Paid
Name of Taxpayer: Lower, Jerry L. and Polly A. h/w
Land: \$32,500.00
Improvements: \$77,300.00
Exemptions: \$0.00
Tax Identification No.: 50-24-21-000-004.000-012, 0070097000
Description: N 118 Rd 10 Feet NE N and W oF S Apple Rd Ex
9. Annual Assessment as set forth below:
- Type of Assessment: James Welch (749)
Annual Amount: \$25.00, Paid
- All future assessments are not yet due and payable.
10. Taxes for the year 2022 are a lien, due in 2023, but are not yet due and payable.
11. Added improvements in place as of January 1, 2022 are subject to assessment which could increase the tax amounts due in 2023, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
12. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
13. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
14. Acreage contained in the legal description of the Land is shown solely for the purpose of identifying and describing the Land, and this search should not be construed as insuring the quantity of land as set forth in said description.
15. Affidavit of Timber Contract by and between Jerry and Polly Lower, Seller and PalletOne of Indiana, Inc., Buyer recorded July 6, 2015 as Instrument Number 201503293.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

16. Right of Way Grant to the County of Marshall recorded July 3, 1967 in Book 186, page 458 and re-recorded July 22, 1967 in Book 186, page 543.
17. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
18. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
19. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
20. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: Fidelity National Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





201503293
MARLENE MAHLER
MARSHALL COUNTY RECORDER
07/06/2015 09:53:29AM
REC FEE: \$11.00 PGS: 1

State of Indiana

SS:

County of LaGrange

AFFIDAVIT OF TIMBER CONTRACT

SELLERS: Jerry & Polly Lower, 350 18th Road, Bourbon, IN 46504

BUYERS: PalletOne of Indiana, Inc. 5345 W 200 N, Shipshewana, IN 46565

The undersigned, being first duly sworn on oath, says that a Contract for the Purchase and Removal of Timber was entered into by and between the above-mentioned parties. This contract is for the purchase and removal of the following described timber: A selection harvest of timber suitable to Buyer's use to consist primarily of trees that are mature, over-mature, diseased or damaged. Harvest trees will be marked in orange paint on one side, banded and spotted at the base.

Timber is located: W1/2 SE (wildlife habitat 40a)

Township of Tippecanoe; Marshall County, IN. Parcel number 50-24-16-000-010.000-012

Contract duration is from November 27, 2013 to November 27, 2015

PalletOne of Indiana, Inc.

By: Mary Schmucker
Signature

Mary Schmucker
Office Manager

Subscribed and sworn to before me, this 1 day of July 2015

Kendra D Kidder
Notary Public

Kendra D Kidder
Printed Name

My commission expires 03/15/2023

Recorder: Index under BUYER'S NAME

Prepared by Mary Schmucker



"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Mary Schmucker)."

