Transaction Identification Data for reference only:

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

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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.

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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.

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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

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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

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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.
- Added improvements in place as of January 1, 2022 are subject to assessment which could increase the tax 11. 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.
- Acreage contained in the legal description of the Land is shown solely for the purpose of identifying and describing 14. 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.

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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

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MARSHALL COUNTY RECORDER 07/06/2015 09:53:29AM REC FEE: \$11.00

State of Indiana

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.

Mary Schmucker

Office Manager

Subscribed and sworn to before me, this _

day of July 2015

Notary Public

Kendra D Kidder **Printed Name**

My commission expires 03/15/2023

Recorder: Index under BUYER'S NAME

Prepared by Mary Schmucker

KENDRA D KIDDER Notary Public, State of Indiana Elkhart County Commission # 665384 My Commission Expires March 15, 2023

"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)."

81541 Res Auditor's Office of MARSHALL

County

746

RIGHT OF WAY 81296

Section	4	
Str. No. M	arshal	1 958

This indenture witnesseth that the undersigned County, Indiana, more definitely described below if posed by the County of That Shall to improve, for Right of Way, lands as described below and local management of the county of

PLANS ON COUNTY ROAD NO E 18 th

SQ. FT. ACRES, MORE OR LESS, ACQUIRED SEC. 21 , T 32 N., R4E.

Descriptions are of parcels of land lying between the plan centerline and the plan right of way line on the above designed project.

Measured distances along plan centerline.

nated project.

Measured distances along plan centerline are indicated by Station Number and plus.

Widths of parcels are indicated in feet, measured at a right angle from plan centerline at designated Station Number and plus; however, when Station Number and plus is followed by the letters P.L.; F.L.; F.D.; L.L. or C/L.S. (indicating property line, Fence Line, Field Division, Lot Line and Centerline of Stream respectively) or other identifying notations, it shall mean that the boundary line follows said identified line from plan centerline to plan right of way line.

FROM STATION to STATION	LEFT SIDE OF CENTERLINE	RIGHT SIDE OF CENTERLINE
ON CENTERINE (C/L)		
G +35 to 10+00	feet	Temp. P/W 150 feet
toto	feet	feet
to	feet	feet
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to RECEIVED FOR	FEORD THE	feet
to AT 70.7080	CLOCK M AND PECODDER	feet
to IN De RECO	RD 166 PAGE 42 g feet	feet
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to	feet	lfeet

	•	The state of the s	THE COL				
	toto		feet	feet			
	to		feet	feet			
Curred The above and foregoing grant is made in consideration of payment of the sum of							
RECE	VED FOR RECORD THE 22 nd	40					
	OF THE 22 MILES	(\$), which	sum shall be paid to the order of			
AT/C			• .				
IN M	Ced RECORD 186 PAGE 3 43,			***************************************			
8	Sloyd Beatly, B.m.Co.			***************************************			
LLOYI	BEATTY, RECORDER MARSHALL CO.	•	ess of Payee)				
	It is further understood and agreed that th highway on said lands and to use any material maintaining said highway and does not convey a as it may be used for the construction or mainte	is conveyance lying within t any rights to a mance of such	transfers only the right the above described limits any minerals or other sub- improved highways.	to make, construct and maintain such s suitable for use in constructing and stances underneath the surface, except			
	No timber shall be cut or removed from sai Max. Shall	ized represents of way, the gr fied the County the grantors, or	tives. Wherever the Cour rantors shall promptly rer of Mar. 5 hall or they c successor or if he or they	ty of			
	The undersigned Clyde - Elhel being duly sworn, says that he, she (is) or they	Matche	+t				
	further represent that there are no encumbrance	es, leases, llens	s or options of any kind o	r character on said lands as conveyed.			
	except as shown below, and that they make this to pay them the amount herein stipulated.	representation	for the purpose of induci	ng the County of Mar. Shall			
	It is understood and agreed that all provisions	s of this grant	are stated above and that	no verbal agreements or promises are			
	Glipde motert		C.74. C	7K. 7-20-67.			
	Ethel matchett	(Grantor)	EM.	(Grantor)			
	SICRULA	(Grantor)		(Grantor)			
2000		(Grantor)		(Grantor),			
t'C.	Attest		Dated	/acceptori			
	Anditor		ofcews:	(1)			
	Indians		1010	S T			
	Co The same and The Co			axis			
	Handya Calle	EPAJES DY	Board of C	county Commissioners of County, Indiana			
	Towners C. Will	7	_				

State of Marshall

Fersonally appeared before me Baker, Board of Commissioners of Marshall Co., and acknowledged the execution of the above agreement, and being duly sworn, upon their oath stated the facts therein are true, this 30th day of June 1967

Witness my hand and official seal.

My Commission expires

18/117/19

State of Indiana, County of Marshall

Clyde and Ethel Matchett

Personally appeared before me. and acknowledged the execution of the above agreement, and being duly aworn, upon their oath, stated the facts therein are true, this 30th day of June 1967 facts therein are true, this.

Witness my hand and official seal

My Commission expires

Langenbahn

A 1 4 1

State of Indiana, County of:

Personally, appeared, before