

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: 702201277**Property Address:** 220 N Buffalo St, Warsaw, IN 46580
222 N Buffalo St, Warsaw, IN 46580**SCHEDULE A**

1. Commitment Date: November 14, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 Proposed Policy Amount: \$100,000.00
 - (b) ALTA Loan Policy 2006
 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: \$100,000.00
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:
 Stephen P. Harris and Carla A. Harris, 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.

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 43-11-08-300-755.000-032

PARCEL 1:

THE NORTH ONE-HALF OF LOT NUMBERED FIFTY-ONE (51) IN THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF WARSAW, AS RECORDED IN PLAT BOOK 1, PAGE 52, NOW IN NEW PLAT BOOK 1, PAGE 72, IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA.

ALSO, THE SOUTH ONE-HALF OF LOT NUMBERED FIFTY-TWO (52) IN THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF WARSAW, AS RECORDED IN PLAT BOOK 1, PAGE 52 NOW IN NEW PLAT BOOK 1, PAGE 72, IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA.

For APN/Parcel ID(s): 43-11-08-300-708.000-032

PARCEL 2:

THE NORTH ONE-HALF (1/2) OF LOT NUMBER FIFTY-TWO (52) IN THE ORIGINAL PLAT OF THE TOWN, NOW CITY OF WARSAW RECORDED IN PLAT BOOK 1, PAGE 52, NOW IN NEW PLAT BOOK 1, PAGE 72, IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, 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 Kosciusko, 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 Kosciusko 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 Deed
Grantor(s): Stephen P. Harris and Carla A. Harris, husband and wife
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 Mortgagors Affidavit.
13. The Company should be furnished a Vendors Affidavit.
14. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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: \$1,839.26 Paid

November Installment: \$1,839.26 Paid

Name of Taxpayer: Harris, Stephen P. and Carla A.

Land: \$52,800.00

Improvements: \$94,600.00

Exemptions: \$0.00

Tax Identification No.: 004-719033-90, State Tax ID No.: 43-11-08-300-708.000-032. Key No.: 004-043-314

Description: N 1/2 Lot 52 OP

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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: \$153.63 Paid
November Installment: \$153.63 Paid
Name of Taxpayer: Harris, Stephen P. and Carla A.
Land: \$98,100.00
Improvements: \$17,100.00
Exemptions: \$102,888.00 (NFP)
Tax Identification No.: 004-704000-20, State Tax ID No.: 43-11-08-300-755.000-032, Key No.: 004-043-316
Description: N 1/2 Lot 51 and S 1/2 Lot 52 OP
9. Taxes for the year 2022 are a lien, due in 2023, but are not yet due and payable.
10. 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.
11. 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.
12. 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.
13. Rights of tenants in possession as tenants only under unrecorded leases.
14. Covenants, conditions, restrictions, easements and building lines as shown in the plat of Original Plat of the Town of Warsaw recorded in Old Plat Book 1, page 52, now in New Plat Book 1, page 72.
15. Encroachment Agreement dated January 29, 1993 and recorded February 1, 1993 as Instrument Number 93-02-0002 in the Office of the Recorder of Kosciusko County, Indiana.
16. 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.
17. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

18. 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.
19. 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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ENCROACHMENT AGREEMENT

THIS AGREEMENT made this 29 day of January, 1993 between **WARSAW ABSTRACT & TITLE CORP.**, an Indiana corporation ("Abstract") and **THE CITY OF WARSAW, INDIANA** by and through its Board of Public Works and Safety ("City").

SECTION 1

RECITALS

1.1 The following recitals are a material part of this Agreement.

1.2 Abstract is the owner of the following described real estate located in Kosciusko County, Indiana, to-wit:

The North half of Lot Number 52 in the original plat of the Town, now City of Warsaw.

1.3 City is in control of public rights-of-way adjacent to the real estate owned by Abstract.

1.4 The parties desire to make provision for an encroachment of a structure owned by Abstract onto public right-of-way controlled by City.

SECTION 2

CONSIDERATION

2.1 The consideration for this Agreement is the mutual covenants contained herein.

SECTION 3

AGREEMENT

3.1 The building structure owned by Abstract which encroaches into the public right-of-way as shown by the survey of Jerry K. Walker dated December 30, 1992, Survey Number EQ-155, attached as Exhibit "A" shall be allowed to encroach into the public right-of-way only for so long as the structure continues to exist in a useable condition. Should the structure be destroyed by any means it shall be relocated so as not to encroach onto the public right-of-way.

3.2 Abstract hereby indemnifies and agrees to hold City harmless from any claim for property damage or personal injury resulting from the location of the structure partially on public right-of-way. Such indemnification shall include but not be limited to the cost of defense.

SECTION 4
MISCELLANEOUS

4.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

4.2 This Agreement shall be recorded in the Office of the Recorder of Kosciusko County, Indiana at the expense of Abstract.

4.3 This Agreement shall be enforceable with attorney's fees and without relief from valuation or appraisal laws.

IN WITNESS WHEREOF the parties have executed this Agreement the day above written.

WARSAW ABSTRACT & TITLE CORP.

By: _____
Libbie G. Tom, President

CITY OF WARSAW, INDIANA
BY ITS BOARD OF PUBLIC WORKS
AND SAFETY

By: Robert W. East
Robert W. East

By: Jeffrey A. Plank
Jeffrey A. Plank

By: Ernest B. Wiggins
Ernest B. Wiggins

RECEIVED FOR RECORD

1993 FEB 1 A 8:40

RECORDER OF KOSCIUSKO COUNTY

Shirley L. English

93-02-0002

STATE OF INDIANA)
) SS:
COUNTY OF KOSCIUSKO)

Before me, a Notary Public in and for said County and State, personally appeared Libbie G. Tom, known to me to be the President of Warsaw Abstract & Title Corp., an Indiana corporation, and for and on behalf of said corporation acknowledged execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 29 th day of January 29, 1993.

Nellie Robinson
Nellie Robinson, Notary Public
Resident of Kosciusko County

My Commission Expires:
January 28, 1995

STATE OF INDIANA)
) SS:
COUNTY OF KOSCIUSKO)

Before me, a Notary Public in and for said County and State, personally appeared Robert W. Gast, Jeffrey W. Plank and Ernest B. Wiggins, known to me to be members of the Board of Public Works and Safety of the City of Warsaw, Indiana and acknowledged execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 29 day of January, 1993.

Linda Hardeste
Linda Hardeste, Notary Public
Resident of Kosciusko County

My Commission Expires:
12-29-96

This instrument prepared by Stephen R. Snyder, Attorney at Law

Walker & Associates

Civil Engineering and Land Surveying

Jerry K. Waller, P.E. & L.S.

William D. Kyles, L.S.

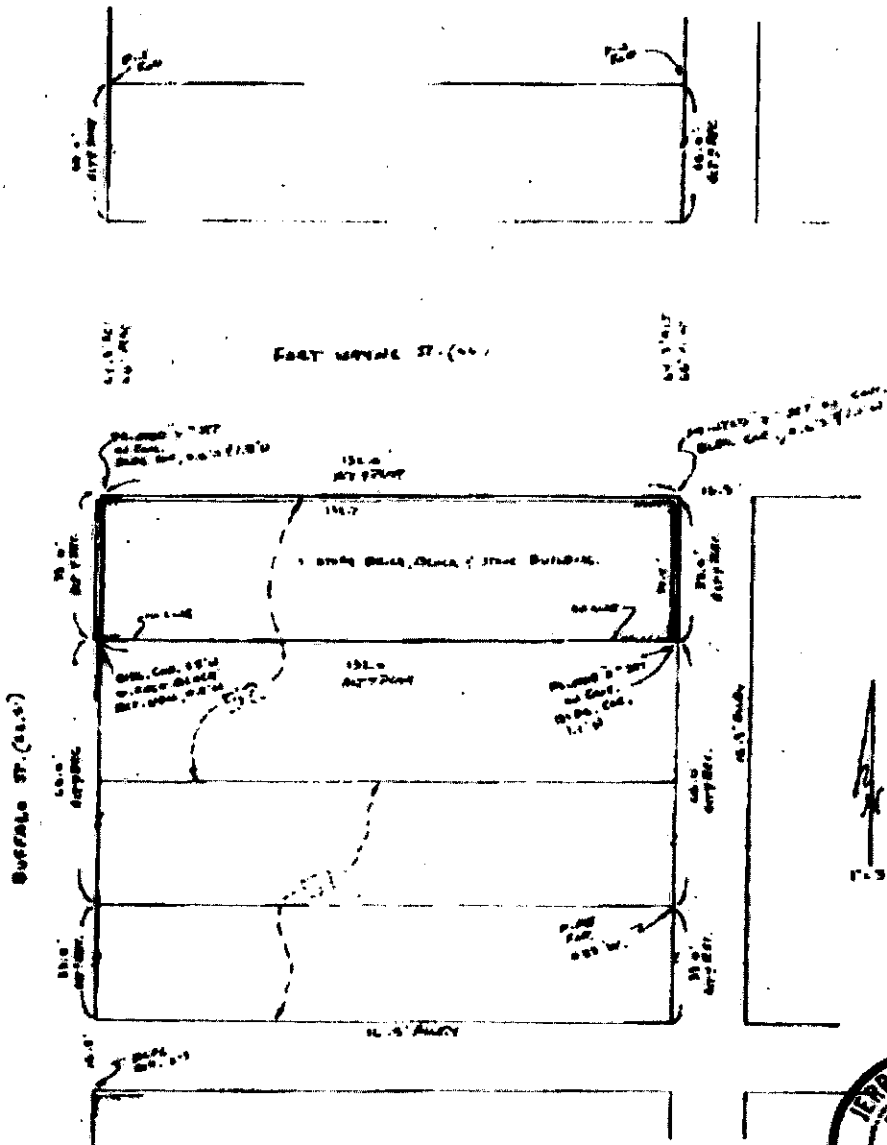
182 West Van Buren St., Columbus, IN 47206
Phone 364-3688

Page 1 of 2

CERTIFICATE OF SURVEY

This document is a record of a survey of land and easements prepared in conformity with established rules of surveying and made in accordance with the statute in force at the time of the survey at the office of Roscienko County, State of Indiana. The land described herein is all the same as shown herein in fact. It is here shown approximately by adjoining land owners unless specifically stated. Owners were participated in indicated.

See Page 2 for Legal Description.



I hereby certify on the 30th day of December 1992 that the above survey is correct.

Surveyed for: Snodgrass, Richard

(First Natl)

Survey No: BQ-155



EXHIBIT

"A"

6	5	4	3	2	1
NORTH STREET					
7	8	9	10	11	12
18	17	16	15	14	13
CENTER STREET					
19	20	21	22	23	24
30	29	28	27	26	25
SOUTH STREET					
31	32	33	34	35	36

Old Book Page 51
Flat Book 11 Page 20

[illegible]

First Lots from No. 1 to 208 inclusive laid off by Wm. H. Knott, A. D. 1836
Second " " pt. No. 200 to 260 " " " R. H. Linsdale, A. D. 1836
Third " " No. 267 to 481 " " " Hood & Britton, A. D. 1837

Old Book Page 26
 Plat Book #1 Page 21

This map/plat is being furnished 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.