

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

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: 702500370

Property Address: 601 N Elm St, North Manchester, IN 46962

SCHEDULE A

1. Commitment Date: May 5, 2025 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowner's Policy of Title Insurance 2021 (Policy Conversion)
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Amount of Insurance: \$10,000.00
 - The estate or interest to be insured: Fee Simple
 - (b) ALTA Short Form Residential Loan Policy-Assessments Priority 2021
 - 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 Amount of Insurance: \$10,000.00
 - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
 - Fee Simple
4. The Title is, at the Commitment Date, vested in:
 - Karen A. Austin
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): 85-03-32-302-061.000-002

LOT NUMBER SIXTY-ONE (61) IN OAK PARK ADDITION TO THE TOWN OF NORTH MANCHESTER, AS RECORDED IN PLAT BOOK 4, PAGE 50, IN THE OFFICE OF THE RECORDER OF WABASH 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 Wabash, 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 Wabash 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): 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. Payment and Release of Mortgage from Karen A. Austin to Mortgage Electronic Registration Systems Inc., as Nominee for Homeland Mortgage Company, in the amount of \$43,000.00, dated April 23, 2004 and filed on April 30, 2004, and recorded in Instrument No. 2004R378885 and Modified by Modification of Mortgage dated August 1, 2006 and recorded October 23, 2006 as Instrument Number 2006R394380 and re-recorded December 4, 2006 as Instrument Number 2006R395045 and Assigned by Assignment of Mortgage to Newrez LLC d/b/a Shellpoint Mortgage Servicing, dated March 5, 2025 and recorded on March 18, 2025, as Instrument Number 2025R486844, in the Wabash County Records.
11. The Company should be provided a statement from the borrower(s) relative to the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments, or other restructuring of the debt secured by the mortgage.
12. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
13. The Company should be furnished a Mortgagors Affidavit.
14. The Company should be furnished a Vendors Affidavit.
15. 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.
16. 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 March 30, 1987 and recorded June 05, 1987 from Harvey T. Carey to Karen A. Austin as Instrument No. 255780 in Book 263, page 232.

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

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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: 2024
 - Due and Payable: 2025
 - May Installment: \$159.87 Paid
 - November Installment: \$159.87 Unpaid
 - Name of Taxpayer: Austin, Karen A.
 - Land: \$14,200.00
 - Improvements: \$39,900.00
 - Exemptions: \$40,575.00 (Homestead-Supplemental, Homestead Credit, Standard)
 - Tax Identification No.: 85-03-32-302-061.000-002
 - Description: Oak Park 61
8. Annual Assessment as set forth below:
 - Type of Assessment: Solid Waste Recycling Fee
 - Annual Amount: \$12.00, Paid

All future assessments are not yet due and payable.

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

Note: The mail to address on the current tax bill differs from the property address referenced in this commitment. As an anti-fraud measure, an absentee owner letter has been sent to the address noted on the tax bill requesting that the property owner confirm their intent to sell or mortgage the property. Additional steps will be taken prior to closing to confirm the identity of the seller/owner. Those steps may involve the use of Mitek, a third-party identity verification service, or the use of Remote Online Notarization.

9. Taxes for the year 2025 are a lien, due in 2026, but are not yet due and payable.
10. Added improvements in place as of January 1, 2025 are subject to assessment which could increase the tax amounts due in 2026, 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. Covenants, conditions, restrictions, easements and building lines as shown in the plat of Oak Park Addition recorded in Plat Book 4, page 50.
14. 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.
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. 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: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code 1-1-16-1, et seq. and IC 32-22-3-1, et seq. (the Acts). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

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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4-50
12-16-1909

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 and location of easements, acreage or other matters shown thereon.

OAK PARK ADDITION
to
NORTH MANCHESTER, INDIANA
Scale-1/1200' Will Fowler, C.E.



Copy recorded Dec 16 1909 at 11:00 a.m.