

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

702500770

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 EXTRACTIONAL 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, Fidelity National 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Edward W. Hardig, Jr.
Authorized Officer or Agent

Issued Date: September 5, 2025

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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: 702500770

Property Address: 5425 E Washington Rd, Pierceton, IN 46562

SCHEDULE A

1. Commitment Date: August 26, 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:
 - Jack E. Snavelly and Sharon K. Snavelly, trustees of the Jack E. Snavelly and Sharon K. Snavelly Revocable Living Trust dated June 11, 2015
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): 43-12-29-400-187.000-029

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 32 NORTH, RANGE 7 EAST, IN KOSCIUSKO COUNTY, INDIANA, BETTER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER POST OF SAID SECTION 29, AND RUNNING THENCE SOUTH 89 DEGREES 45 MINUTES WEST (TRUE), ALONG THE NORTH SECTION LINE, 718.71 FEET TO THE CENTER OF THE WOOSTER ROAD; THENCE SOUTH 46 DEGREES 47 MINUTES EAST (TRUE), ALONG THE ROAD CENTERLINE, 377.19 FEET TO THE POINT OF BEGINNING; THENCE FURTHER SOUTH 46 DEGREES 47 MINUTES EAST, ALONG THE CENTERLINE 332.63 FEET; THENCE SOUTH 43 DEGREES 13 MINUTES WEST 685 FEET, MORE OR LESS, TO THE CENTERLINE OF A PUBLIC DITCH; THENCE NORTHWESTERLY ALONG THE DITCH CENTERLINE TO A POINT LYING SOUTH 43 DEGREES 13 MINUTES WEST OF THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 13 MINUTES EAST 625 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

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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. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
8. Furnish for recordation a deed as set forth below:

Type of deed: Trustee's Deed
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A

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

9. 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.
10. Mortgage executed by proposed Mortgagor to the proposed insured lender.
11. Payment and Release of Mortgage from Jack Snavelly and Sharon Snavelly, husband and wife to PNC Bank, National Association, in the amount of \$139,400.00, dated November 10, 2015 and filed on November 23, 2015, and recorded in Instrument No. 2015110977 of the Kosciusko County Records.

NOTE: The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.

12. 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.
13. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
14. The Company should be furnished a Mortgagors Affidavit.
15. The Company should be furnished a Vendors Affidavit.
16. 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.
17. 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 November 01, 2016 and recorded November 03, 2016 from Jack Snavelly and Sharon Snavelly, husband and wife to Jack E. Snavelly and Sharon K. Snavelly, trustees of The Jack E. Snavelly and Sharon K. Snavelly Revocable Living Trust Dated June 11, 2015 as Instrument No. 2016110208.

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.

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

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: \$956.70 Paid
 - November Installment: \$956.70 Unpaid
 - Name of Taxpayer: Snavelly, Jack E & Sharon K Rev Liv Trust, Jack E & Sharon K Snavelly Trustees
 - Land: \$40,400.00
 - Improvements: \$286,300.00
 - Exemptions: \$182,998.00 (Homestead, Supplemental, Vet Part Dis, Vet TotDisTrend)
 - Tax Identification No.: 009-713009-28, State Tax ID 43-12-29-400-187.000-029, Key Number 009-114-001.A
 - Description: Tr NE NW 29-32-7 5.00 A
8. Annual Assessment as set forth below:
 - Type of Assessment: Deeds Creek
 - Annual Amount: \$6.25, Paid

All future assessments are not yet due and payable.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

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. Terms and provisions of the trust under which title is held.
14. Pursuant to IC36-9-27-33 of County Drainage Board (and any amendments thereto) or any legal representative thereof is granted the right of entry over and along lands lying within 75 feet of any regulated drain, said 75 feet being measured at right angles from the existing bank of each and any open drains.
15. 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.
16. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
17. 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.

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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