



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY

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, Commonwealth Land 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 90 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

Michael J. Nolan, President

ATTEST:

Marjorie Nemzura, Secretary

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81C170B

ALTA Commitment for Title Insurance (7-1-21)

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COMMITMENT CONDITIONS

1. DEFINITIONS
 - a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.
3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St.
Albion, IN 46701

Issuing Office's ALTA® Registry ID: 1125584

Loan ID Number:

Commitment Number: 25-1471

Issuing Office File Number: 25-1471

Property Address: 4194 County Road 64, Auburn, IN 46706 and County Road 64, Auburn, IN 46706

Revision Number:

SCHEDULE A

1. Commitment Date: August 15, 2025 at 8:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **Property 1: fee simple**
Property 2: fee simple
3. The estate or interest in the Land at the Commitment Date is:
Property 1: fee simple
Property 2: fee simple
4. The Title is, at the Commitment Date, vested in:
Property 1:
Tract 1: Nathan M. Eicher and Rachel R. Eicher, husband and wife
Tract 2: Nathan M. Eicher and Rachel R. Eicher
Property 2: Naaman S. Eicher
5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: Alriggale Q Hood
Authorized Signatory

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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. If Assurance Title 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.
6. Duly authorized and executed Deed from Nathan M. Eicher and Rachel R. Eicher, husband and wife to Proposed Insured, to be executed and recorded at closing. (Property 1)
7. NOTE: 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 Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 S.D. - 2 parcels)
8. Vendors, (Sellers), Closing Affidavit to be furnished this office.
9. Duly authorized and executed Deed from Naaman S. Eicher to Proposed Insured, to be executed and recorded at closing. (Property 2)
10. NOTE: 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 Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 S.D. - 1 parcels)
11. Vendors, (Sellers), Closing Affidavit to be furnished this office.
12. RELEASE OF THE FOLLOWING MORTGAGE:
Mortgage from Nathan M. Eicher and Rachel R. Eicher to Farm Credit Mid-America, FLCA in a maximum amount of [REDACTED], dated May 26, 2021, recorded May 26, 2021, as Instrument No. 202103818.
(Property 1)

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13. RELEASE OF THE FOLLOWING MORTGAGE:

Mortgage (with future advance clause) from Nathan M. Eicher and Rachel R. Eicher to Community State Bank in a maximum amount of [REDACTED], dated December 10, 2024, recorded December 16, 2024, as Instrument No. 202406000. (Property 1)

14. RELEASE OF THE FOLLOWING MORTGAGE:

Mortgage (with Future Advance Clause) from Naaman S. Eicher, to The Farmers & Merchants State Bank, in an amount not to exceed [REDACTED], dated January 31, 2020, recorded February 3, 2020, as Instrument No. 202000649. (Property 2)

15. RELEASE OF THE FOLLOWING ASSIGNMENT OF LEASES AND RENTS:

Assignment of Leases and Rents from Naaman S. Eicher, to The Farmers & Merchants State Bank, in an amount not to exceed [REDACTED], dated January 31, 2020, recorded February 3, 2020, as Instrument No. 202000650. (Property 2)

16. RELEASE OF THE FOLLOWING MORTGAGE:

Mortgage from Naaman S. Eicher, to Farm Service Agency, United States Department of Agriculture in the amount of [REDACTED], dated January 31, 2020, recorded February 3, 2020, as Instrument No. 202000651. (Property 2)

17. 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.

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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 Commitment 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 or other matter affecting the Land 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 in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. 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.
8. Property 1:
Taxes for 2024 payable 2025
Parcel No. 06-10-26-100-005
Tax Unit of Jackson
State ID No. 17-10-26-100-005.000-009
May 10 \$3,048.39 PAID
November 10 \$3,048.39 NOT PAID
Assessed Valuation: Land \$185,000 Improvements \$766,500
Exemptions \$48,000-H/ \$262,262-Supp
9. Annual assessment of \$209.64 for maintenance of Jerry Davis Drain 2025,
May 10 \$104.82 PAID, November 10 \$104.82 NOT PAID.

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10. Annual assessment of \$90.52 for maintenance of John Means Drain 2025, May 10 \$45.26 PAID, November 10 \$45.26 NOT PAID.
11. Property 1:
Taxes for 2024 payable 2025
Parcel No. 06-10-26-100-008
Tax Unit of Jackson
State ID No. 17-10-26-100-008.000-009
May 10 \$177.60 PAID
November 10 \$177.60 NOT PAID
Assessed Valuation: Land \$31,200 Improvements \$0
Exemptions \$0
12. Annual assessment of \$130.00 for maintenance of Jerry Davis Drain 2025, May 10 \$65.00 PAID, November 10 \$65.00 NOT PAID.
13. Property 2:
Taxes for 2024 payable 2025
Parcel No. 06-10-26-300-010
Tax Unit of Jackson
State ID No. 17-10-26-300-010.000-009
May 10 \$1,405.21 PAID
November 10 \$1,405.21 NOT PAID
Assessed Valuation: Land \$228,100 Improvements \$0
Exemptions \$0
14. Annual assessment of \$404.34 for maintenance of Jerry Davis Drain 2025, May 10 \$202.17 PAID, November 10 \$202.17 NOT PAID.
15. Annual assessment of \$118.90 for maintenance of John Means Drain 2025, May 10 \$59.45 PAID, November 10 \$59.45 NOT PAID.
16. Taxes for 2025 due and payable 2026, and subsequent taxes.
17. Possible assessments for the reconstruction of regulated drains.
18. 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.
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. Right of way for drainage tiles, feeders and laterals, if any.

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21. Rights of the public, State of Indiana, County of DeKalb and the municipality in and to that part of the premises taken or used for road purposes.
22. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
23. Application for the Classification of Land as Forest Land, dated January 27, 1950, recorded February 2, 1950 in Miscellaneous Record R page 105-107. (Property 1)
24. Minimum building set back requirements and easements as the same appear upon the plat of the insured premises, recorded as Instrument No. 201900458. (Property 1)
25. Restrictions as the same appear upon the plat of the insured premises, recorded as Instrument No. 201900458. (Property 1)
26. Oil and Gas Lease from Bernice B. Friend to David N. Claypool, dated August 20, 1962, recorded August 21, 1962, in Oil Lease Record 2 at page 175, as assigned to Max E. Lazich by an assignment dated April 30, 1963, recorded, January 13, 1964, in Oil Lease Record 3 at page 1. (Property 2)
27. Easement from John E. Graham to Indiana & Michigan Electric Company, dated May 16, 1947, recorded April 16, 1948 in Deed Record 121 at page 501. (Property 2)
28. Oil and Gas Lease from Eugene H. Roberts and Virginia L. Roberts, husband and wife to Seneca Oil and Gas, Inc., dated August 24, 1981, recorded September 18, 1981, in Oil Lease Record 3 at page 404. (Property 2)
29. Oil and Gas Lease from Roy E. Sponhower and Dorothy M. Sponhower Revocable Trust to Seneca Oil and Gas, Inc., dated August 11, 1981, recorded September 21, 1981 in Oil Lease Record 3 at page 498. (Property 1 & 2)
30. Oil and Gas Lease from Virgil F. Smith and Pauline A. Smith, husband and wife to Harold A. Dodge, dated August 25, 1962, recorded August 27, 1962 in Oil Lease Record 2 at page 200, as assigned to Max E. Lazich by an assignment executed by David N. Claypool and Peggy Lou Claypool, dated April 30, 1963, recorded January 13, 1964, in Oil Lease Record 3 at page 1. (Property 1 & 2)
31. Declaration of Easement made by Larry Redmon, dated December 23, 2019, recorded December 26, 2019 as Document #201906661. (Property 1 & 2)
32. Dedication of Easement made by Larry Redmon, dated January 31, 2020, recorded February 3, 2020 as Document #202000647. (Property 1 & 2)
33. This commitment has been issued without a judgment search being made against the name insured.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of DeKalb, State of Indiana, and is described as follows:

Property 1

TRACT 1:

Part of the Northeast Quarter and part of the Northwest Quarter of Section 26, Township 33 North, Range 13 East, DeKalb County, Indiana being a parcel of land surveyed by Gregory L. Roberts, Professional Surveyor #80040548 and shown on a PLAT OF SURVEY certified on December 6, 2019 as Donovan Engineering, Inc. Job Number 19-3802J more particularly described as follows:

Beginning at a Harrison monument marking the Northwest corner of the Northeast Quarter and the Northeast corner of the Northwest Quarter of Section 26, Township 33 North, Range 13 East, DeKalb County, Indiana; thence North 87 degrees 38 minutes 40 seconds East (INDOT INCORS GPS datum and basis for this description) along the North line of the Northeast Quarter of Section 26 a distance of 386.76 feet to a survey nail; thence South 01 degrees 47 minutes 50 seconds East a distance of 1712.78 feet to a 5/8-inch diameter iron pin; thence South 89 degrees 17 minutes 12 seconds West a distance of 1626.54 feet to a 5/8-inch diameter iron pin; thence North 01 degrees 44 minutes 46 seconds West a distance of 941.67 feet to a 5/8-inch diameter iron pin; thence North 89 degrees 17 minutes 12 seconds East a distance of 375.5 feet to a point being 0.9 feet West of a 5/8-inch diameter iron pin; thence North 01 degrees 44 minutes 46 seconds West a distance of 760.0 feet to a survey nail on the North line of the Northwest Quarter of Section 26; thence North 89 degrees 17 minutes 12 seconds East along the North line of the Northwest Quarter of Section 26 a distance of 862.71 feet (863.0 feet, recorded) to the point of beginning, containing 57.0 acres.

TRACT 2:

Lot Numbered One (1) in Nathan Eicher Subdivision, an addition to DeKalb County, Indiana, according to the plat thereof, recorded as Document #201900458 in the Office of the Recorder of DeKalb County, Indiana.

Property 2

Part of the Northeast Quarter and Part of the Northwest Quarter and Part of the Southwest Quarter of Section 26, Township 33 North, Range 13 East, DeKalb County, Indiana being a parcel of land surveyed by Gregory L. Roberts, Professional Surveyor #80040548 and shown on a PLAT OF SURVEY certified on December 6, 2019 as Donovan Engineering, Inc. Job Number 19-3802K more particularly described as follows:

Commencing at a Harrison monument marking the Northwest corner of the Northeast Quarter and the Northeast corner of the Northwest Quarter of Section 26, Township 33 North, Range 13 East, DeKalb County, Indiana; thence North 87 degrees 38 minutes 40 seconds East (INDOT INCORS GPS datum and basis for this description) along the North line of the Northeast Quarter of Section 26 a distance of 386.76 feet to the POINT OF BEGINNING; thence North 87 degrees 38 minutes 40 seconds East along the North line of the Northeast Quarter of Section 26 a distance of 463.24 feet to a survey nail; thence South 01 degrees 47 minutes 50 seconds East a distance of 1150.0 feet to a 5/8-inch diameter iron pin; thence South 87 degrees 38 minutes 40 seconds West a distance of 225.0 feet to a 5/8-inch diameter iron pin; thence South 01 degrees 47 minutes 50 seconds East a distance of 813.1 feet to a 5/8-inch diameter iron pin; thence North 88 degrees 07 minutes 27 seconds East a

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distance of 239.0 feet to a 5/8-inch diameter iron pin; thence South 01 degrees 47 minutes 50 seconds East a distance of 663.55 feet to a 5/8-inch diameter iron pin, said point being on the South line of the Northeast Quarter of Section 26; thence South 88 degrees 21 minutes 35 seconds West a distance of 716.4 feet to a 5/8-inch diameter iron pin at the Southeast corner of a 0.5 acre cemetery tract; thence North 01 degrees 47 minutes 50 seconds West along the East line of said cemetery a distance of 147.58 feet to a 5/8-inch diameter iron pin; thence South 88 degrees 21 minutes 35 seconds West along the North line of said cemetery a distance of 147.58 feet to a 5/8-inch diameter iron pin, said point being on the West line of the Northeast Quarter and the East line of the Northwest Quarter of Section 26; thence South 01 degrees 47 minutes 50 seconds East along the West line of the Northeast Quarter in Section 26 a distance of 147.58 feet to a stone marking the center of Section 26; thence South 01 degrees 47 minutes 50 seconds East along the East line of the Southwest Quarter of Section 26 a distance of 1873.09 feet to a point on the centerline of the Davis ditch; thence Northwest along the centerline of the Davis ditch the following thirteen (13) courses:

Thence North 51 degrees 16 minutes West a distance of 164.6 feet
Thence North 76 degrees 53 minutes 55 seconds West a distance of 895.67 feet
Thence North 42 degrees 21 minutes 10 seconds West a distance of 62.0 feet
Thence North 20 degrees 21 minutes 10 seconds West a distance of 86.0 feet
Thence North 12 degrees 30 minutes 07 seconds West a distance of 257.81 feet
Thence North 18 degrees 08 minutes 10 seconds West a distance of 275.0 feet
Thence North 10 degrees 03 minutes 10 seconds West a distance of 240.0 feet
Thence North 20 degrees 46 minutes 50 seconds East a distance of 175.0 feet
Thence North 26 degrees 11 minutes 31 seconds West a distance of 215.0 feet
Thence North 12 degrees 16 minutes 31 seconds West a distance of 95.0 feet
Thence North 58 degrees 21 minutes 31 seconds West a distance of 125.0 feet

Thence North 33 degrees 11 minutes 31 seconds West a distance of 150.0 feet

Thence North 01 degrees 23 minutes 29 seconds East a distance of 800.0 feet

Thence North 37 degrees 24 minutes 30 seconds West a distance of 185.22 feet

Thence North 89 degrees 17 minutes 12 seconds East a distance of 263.29 feet to a 5/8-inch diameter iron pin; thence North 89 degrees 17 minutes 12 seconds East a distance of 1626.54 feet to a 5/8-inch diameter iron pin; thence North 01 degrees 47 minutes 50 seconds West a distance of 1712.78 feet to the point of beginning, containing 106.593 acres.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance (7-1-21)

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