



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: 120 West 8th Street
Auburn, IN 46706
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 25-1747
Issuing Office File Number: 25-1747
Property Address: County Road 19, Garrett, IN 46738
Revision Number:

SCHEDULE A

- 1. Commitment Date: September 25, 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: **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: Larry J. Hixson and Jeri K. Hixson, Trustees of the 2013 Joint Revocable Trust of Larry J. Hixson and Jeri K. Hixson
- 5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: Alisale Q Hood
Authorized Signatory

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.

81C170B

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

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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. 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.
7. Duly authorized and executed Trustee's Deed from Larry J. Hixson and Jeri K. Hixson, Trustees of the 2013 Joint Revocable Trust of Larry J. Hixson and Jeri K. Hixson, to Proposed Insured, to be executed and recorded at closing.
8. 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.)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. Standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment must be provided. Note: Due to office closures related to DeKalb County Government we may be temporarily unable to record documents in the normal course of business.
11. 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. Taxes for 2024 payable 2025
Parcel No. 07-09-02-200-016
Tax Unit of Keyser Township
State ID No. 17-09-02-200-016.000-011
May 10 \$117.48 PAID
November 10 \$117.48 NOT PAID
Assessed Valuation: Land \$1,700 Improvements \$11,800
Exemptions \$0
9. Annual assessment of \$6.24 for maintenance of Cedar Creek Drain 2025,
May 10 \$3.12 PAID, November 10 \$3.12 NOT PAID.
10. Taxes for 2025 due and payable 2026, and subsequent taxes.

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11. Possible assessments for the reconstruction of regulated drains.
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. 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.
14. Right of way for drainage tiles, feeders and laterals, if any.
15. 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.
16. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
17. Easement from Addie A. Grube to Indiana & Michigan Electric Company, dated December 19, 1949, recorded February 4, 1950 in Deed Record 123 at page 211.
18. 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:

Part of the Northeast Quarter of Section 2, Township 33 North, Range 12 East, Keyser Civil Township, DeKalb County, Indiana, described as follows:

Beginning at a point on the East line of said Northeast Quarter being North 00 degrees 00 minutes East (assumed bearing) 1402.73 feet from the Southeast corner of said Northeast Quarter, said point being the southeast corner of a tract of land described in a Corporate Warranty Deed from Custer Farms, Inc. to Wayne C. Custer recorded in Deed Record 213 at page 296 in the office of the Recorder of DeKalb County, Indiana; thence North 89 degrees 30 minutes 44 seconds West, along the south line of said Custer to Custer tract of land, a distance of 185.24 feet to the southwest corner of said Custer to Custer tract; thence South 01 degrees 17 minutes 11 seconds West along the extended west line of said Custer to Custer tract a distance of 64 feet to a point; thence South 89 degrees 30 minutes 44 seconds East a distance of 185.24 feet more or less to a point on the East line of said Northeast quarter; thence North 00 degrees 00 minutes East along said East line a distance of 64 feet more or less to the place of beginning.

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DEED REC. 123 P. 211

Map No. Charge W.O. 1122

Eas. No. 5695 Map No. Charge W.O. 1122

#11162 Mrs. Addie Grube (Widow) R. R. #1, Garrett Indiana

DEED OF EASEMENT

THIS INDENTURE, made this 19th day of December, 1919 by and between Addie A. Grube (Widow) of the County of DeKalb, in the State of Indiana, party of the first part, and Michigan Electric Company, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

WITNESSETH: That for and in consideration of the sum of One Dollar in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargains, sells, conveys, and warrants to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across the following described lands situated in Keyser Township, in the County of DeKalb in the State of Indiana, and part of Section No. 2 Township No. 33 N. and Range No. 12 E. and bounded:

On the North by the lands of North Section 1 line Section 2
On the East by the lands of East Section 1 line Section 2
On the South by the lands of Addie Grube
On the West by the lands of Harold Dahnberg

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, to cut and, at its option, remove from said premises or over the above described premises of the first part adjoining the same on either side, any trees, the premises of the parties of the first part which may endanger the safety or interfere with the use of said poles or fixtures of the second part, and over said above described premises, and the use of said poles and wires and the right of ingress and egress to and over said premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, or repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said Indiana Michigan Electric Company, its successors or assigns, shall further pay to me/us or my/his/ers or assigns, the sum of \$5.00 for each pole erected on said lands, hereinafter described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises on pay, Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantor or within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Number Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto...

And assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, to cut and, at its option, remove from said premises or over the above described premises of the first part adjoining the same on either side, any trees, the premises of the parties of the first part which may endanger the safety or interfere with the use of said poles or fixtures of the second part, and over said above described premises, and the use of said poles and wires and the right of ingress and egress to and over said premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, or repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said Indiana Michigan Electric Company, its successors or assigns, shall further pay to me/us or my/his/ers or assigns, the sum of \$5.00 for each pole erected on said lands, hereinafter described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises on pay, Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantor or within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Number Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto...

West on said south
to be corrected by

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Notary Public
McL...

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fixtures, and strings, wires and cables, and at its option, remove from said premises or
or over the above described premises, to cut and, at its option, remove from said premises or
the premises of the parties of the first part adjoining the same on either side, any trees,
overhanging branches or other obstructions which may endanger the safety or interfere with
the use of said poles or fixtures attached thereto, or any structures on said premises,
and the right of ingress and egress to and over said above described premises, and any of the
adjoining lands of the parties of the first part, at any and all times, for the purpose
of patrolling the line, or repairing, renewing or adding to the number of said poles, structures,
fixtures and wires, and for doing anything necessary or useful for the enjoyment
of the easement herein granted, also the privilege of removing at any time any or all of said
improvements erected upon, over, or on said land, together with the rights, easements, privileges
and appurtenances in or to said lands which may be required for the full enjoyment of the
rights herein granted; provided however, the said Indiana Michigan Electric Company, its
successors or assigns, shall further pay to me/us or my/heirs or assigns, the sum of \$5.00
for each pole erected on said lands, hereinafter described, from time to time, whenever and as
soon as any poles are erected thereon. Grantee will immediately repair or replace all fences,
gates, drains and ditches, drains, ditches, crops and stock on the premises herein described,
damages done to the fences, drains, ditches, crops and stock on the premises herein described,
caused by the construction, operation and maintenance of said lines. All claims for damages
caused in the operation and maintenance of said lines, shall be made at the office of the
Grantor or within thirty days after such damages accrue. If Grantor and Grantee cannot agree
on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by
Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this Indenture
contains all agreements, expressed or implied, between the parties hereto.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns,
IN WITNESS WHEREOF, the party of the first part has hereunto set her hand the day and year
first above written.

Signed and Acknowledged in the presence of:
Willis R. Webb

Addie A. Grube

The State of Indiana DeKalb County, ss:
Before me, Willis R. Webb, a Notary Public in and for said County and State, this 19th day
of December 1949, personally appeared the above named Addie A. Grube and acknowledged the
execution of the annexed deed of easement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above
written.

(NOTARY SEAL)
My Commission expires June 12, 1952

Willis R. Webb Notary Public

The above is a true copy recorded February 4, 1950 at 9:30 A.M.

Edith McLanahan
RECORDER