



# CHICAGO TITLE INSURANCE COMPANY


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

Issuing Agent: **McKesson Title Corp.**  
Issuing Office: **407 N. Center Street, Plymouth, IN 46563**  
Issuing Office's ALTA® Registry ID: **0001102**  
Commitment Number: **RP251008M**  
Loan ID Number:  
Issuing Office File Number: **RP251008M**  
Property Address: **7039 Tamarack Rd., Plymouth, Indiana 46563**  
Revision Number:

## SCHEDULE A

1. Commitment Date: **09/25/2025**
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy  
 Proposed Insured:  
 Proposed Amount of Insurance: \$  
 The estate or interest to be insured: **Fee Simple.**
  - b. 2021 ALTA® Loan Policy  
 Proposed Insured:  
 Proposed Amount of Insurance: \$  
 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:  
  
**Marcia J. Firestone Transfer on Death to Devin Michael Sanchez**
5. The Land is described as follows: **See Attached Exhibit A.**

**CHICAGO TITLE INSURANCE COMPANY**

By:   
**Lynn E. Erickson - Authorized Signatory**

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72C170B

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

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Page 5 of 9





**EXHIBIT A**

File No.: **RP251008M**

**A part of the Northeast Quarter of Section 29, Township 34 North, Range 1 East, West Township, Marshall County, Indiana, described as follows: Beginning at the Northeast corner of said Northeast Quarter; thence South 0°00'00" East (assumed bearing) along the East line of said Northeast Quarter, a distance of 662.98 feet to a cotton spindle; thence South 89°17'20" West, a distance of 156.00 feet to a 5/8" rebar; thence North 0°00'02" West, a distance of 308.20 feet to a 5/8" rebar; thence South 89°22'08" West, a distance of 28.00 feet to a 5/8" rebar; thence North 0°00'00" West, a distance of 355.00 feet to a mag nail on the North line of said Northeast Quarter; thence North 89°22'08" East, a distance of 184.00 feet to the point of beginning.**

**Commonly known as 7039 Tamarack Road, Plymouth, IN 46563.**

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Page 6 of 9





**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. TO BE DETERMINED
6. NOTE: Surveys and plan commission approval may be required by some counties on parcel splits.
7. Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law". (Sign, Print or Type Name).

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Page 7 of 9





**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 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. Taxes for the year 2024 due and payable in 2025. Parcel #010-06804-00 (State #50-41-29-000-005.001-017) Value of Land \$58000.00 Improvements \$108600.00 Exemptions \$48000.00-R; \$38925.00-S 1st installment (due May 10) \$591.47 Paid; 2nd installment (due Nov 10) \$591.47 Unpaid.

Ditch Assessments - Robbins Jt. Drain - \$5.00 (due May 10) Paid 2025. Yellow River/KRBC - \$7.00 (due May 10) Paid 2025.

Taxes for 2025 payable 2026 are a lien on the real estate but not yet due.

NOTE: Also, no guaranty is assumed for taxes, ditch construction costs or assessments not shown on Information Supra from computer indices in the County Treasurer's Office or for those with undated changes in payments, etc.

ALSO this commitment/subsequent policy does not insure against any loss or damage arising out of subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.

8. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
9. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
10. Rights of the Public, the State of Indiana and County of Marshall in and to that part of the premises taken or used for road purposes, if any.

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Page 8 of 9





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11. Mortgage for \$ [REDACTED] from Marcia J. Firestone to United Federal Credit Union, dated May 11, 2020, recorded May 15, 2020, as Instrument #202002505, Recorder's Office, Marshall County, Indiana.
12. McKesson Title Corp. made a diligent search of the County Court Judgment indices in the names of the sellers and/or buyers/borrowers as they are named herein and found none.
13. McKesson Title Corp. and Chicago Title Insurance Company take no liability for unapproved land splits, unrecorded surveys or other matters that may lead to denial of land transfer by the county Auditor. The address shown in Schedule A is solely for the purpose of identifying said land and should not be construed as insuring the address shown in the description of the land.

NOTE: By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge, which is divided by the Underwriter and the State of Indiana.

Effective July 1, 2009 a new Chapter is added to the Indiana Code, Section 27-7-3.7 which states that a closing agent may not make disbursements from an escrow account in connection with a real estate transaction unless any funds that: (1) are received from any single party and (2) in the aggregate are at least ten thousand dollars (\$10,000.00); are wired funds that are unconditionally held by the closing agent. Please contact the company for wire transfer instructions. Personal checks exceeding \$500.00 will not be accepted.

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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Page 9 of 9

