

Cover page for:

Preliminary Title Insurance Schedules
(with copies of recorded exception documents)

Preliminary title insurance schedules prepared by:

Fidelity National Title Company, LLC

(File Number: 702501012)

Auction Tracts 1 - 4
(Kosciusko County, Indiana)

For January 27, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Dennis C. Manning and Stephen K. Manning

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: 702501012

Property Address: 1727 S Ferguson Rd, Warsaw, IN 46580
Vacant Land S Ferguson Rd, Warsaw, IN 46580

SCHEDULE A

1. Commitment Date: November 13, 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:

Dennis C. Manning and Stephen K. Manning
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): 43-10-24-200-244.000-031 and 43-10-25-100-001.000-031

TRACT 1:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 32 NORTH, RANGE 5 EAST, KOSCIUSKO COUNTY, INDIANA, BETTER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE WEST 876.65 FEET ALONG THE NORTH LINE OF SAID SECTION 25 TO A POINT; THENCE SOUTH 0 DEGREES 3 MINUTES EAST 675.41 FEET TO AN IRON PIPE IN A FENCE; THENCE SOUTH 89 DEGREES 46 MINUTES EAST 725.26 FEET ALONG SAID FENCE TO AN IRON PIPE; THENCE NORTH 0 DEGREES 8 MINUTES EAST 150 FEET TO AN IRON PIPE; THENCE SOUTH 89 DEGREES 52 MINUTES EAST 150 FEET TO THE EAST LINE OF SAID SECTION 25; THENCE NORTH 0 DEGREES 8 MINUTES EAST 529.17 FEET ALONG THE EAST LINE OF SAID SECTION 25 TO THE PLACE OF BEGINNING, CONTAINING 13.1 ACRES, MORE OR LESS.

TRACT 2:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 5 EAST, CONTAINING 80 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING TRACTS OF LAND:

1.) COMMENCING AT A POINT 900 FEET SOUTH OF THE NORTHEAST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 5 EAST IN THE CENTER OF COUNTY ROAD 200 WEST; THENCE SOUTH 180 FEET; WEST 200 FEET; THENCE NORTH 180 FEET; THENCE EAST 200 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE RIGHT-OF-WAY OF SAID COUNTY ROAD.

2.) ALL REAL ESTATE CONTAINED IN THE PLAT OF DEERWOOD PARK, AS RECORDED PLAT BOOK 5, PAGE 87, IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA.

3.) PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 5 EAST, KOSCIUSKO COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A P.K. NAIL FOUND OVER A BURIED BRONZE MARKER AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST, ON AND ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 239.5 FEET TO A P.K. NAIL AT THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST, ON AND ALONG SAID SOUTH LINE, BEING WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 200 SOUTH, A DISTANCE OF 387.75 FEET TO A P.K. NAIL; THENCE NORTH, BY AN INTERIOR ANGLE OF 90 DEGREES 00 MINUTES, A DISTANCE OF 224.0

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EXHIBIT "A"
Legal Description

FEET TO AN IRON PIN; THENCE EAST, BY AN INTERIOR ANGLE OF 90 DEGREES 00 MINUTES, PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 387.75 FEET TO AN IRON PIN; THENCE SOUTH, BY AN INTERIOR ANGLE OF 90 DEGREES 00 MINUTES, A DISTANCE OF 224.0 FEET TO THE TRUE POINT OF BEGINNING.

4.) A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 5 EAST, WAYNE TOWNSHIP, KOSCIUSKO COUNTY, INDIANA, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A P.K. NAIL MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 239.50 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO A P.K. NAIL; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 224.00 FEET TO A "WALKER" CAPPED IRON REBAR; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST AND PARALLEL WITH SAID SOUTH LINE, 240.47 FEET TO A "MAG" NAIL ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 14 MINUTES 56 SECONDS WEST (SOUTH RECORD) 224.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 1.234 ACRES, MORE OR LESS.

ALSO LESS AND EXCEPTING:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 5 EAST, WAYNE TOWNSHIP, KOSCIUSKO COUNTY, INDIANA, AND IS FROM A SURVEY BY CHRISTOPHER W. MCCREA DATED JULY 18, 2022, JOB NUMBER JK-22341 WITH JOHN KIMPEL & ASSOCIATES AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A KOSCIUSKO COUNTY MAG NAIL AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, BEING WITHIN THE RIGHT-OF-WAY OF FERGUSON ROAD; THENCE SOUTH 01 DEGREE 07 MINUTES 46 SECONDS EAST (BASIS OF BEARING ESTABLISHED BY INDOT VRS BASE, USING NAD83 INDIANA EAST COORDINATE SYSTEM), ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER AND WITHIN SAID RIGHT-OF-WAY, 1,080.26 FEET TO A MAG NAIL WITH MCCREA WASHER AT THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO GARY D. & PATRICIA L. ROBERTSON IN DOCUMENT NUMBER 2000070897 AS RECORDED IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, INDIANA, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 07 MINUTES 46 SECONDS EAST, ALONG SAID EAST LINE AND WITHIN SAID RIGHT-OF-WAY, 196.00 FEET TO A MAG NAIL WITH MCCREA WASHER; THENCE SOUTH 89 DEGREES 19 MINUTES 19 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF DEERWOOD PARK AS RECORDED IN THE OFFICE OF THE RECORDER OF KOSCIUSKO COUNTY, 242.00 FEET TO A MCCREA CAP PIN; THENCE NORTH 01 DEGREE 07 MINUTES 46 SECONDS WEST, PARALLEL WITH SAID EAST LINE, 196.00 FEET TO A MCCREA CAP PIN; THENCE NORTH 89 DEGREES 19 MINUTES 19 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE AND ALONG THE SOUTH LINE AND SOUTH LINE

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EXHIBIT "A"
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EXTENDED OF SAID ROBERTSON PROPERTY, 242.00 FEET TO THE POINT OF BEGINNING AND SAID TO CONTAIN PER SURVEY, 1.09 ACRES, MORE OR LESS.

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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. 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. INTENTIONALLY DELETED
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.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

10. Mortgage executed by proposed Mortgagor to the proposed insured lender.
11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
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 Vendors Affidavit.
14. 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.
15. 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 5, 2025 and recorded November 13, 2025 from Dennis C. Manning and Stephen K. Manning, Trustees of the Manning Irrevocable Family Trust dated October 19, 2023, and any amendments thereto to Dennis C. Manning and Stephen K. Manning as Instrument No. 2025110452.

A deed dated October 19, 2023 and recorded October 20, 2023 from David C. Manning and Phyllis A. Manning, husband and wife to Dennis C. Manning and Stephen K. Manning, Trustees of the Manning Irrevocable Family Trust dated October 19, 2023, and any amendments thereto as Instrument No. 2023100884.

A deed dated July 06, 1983 and recorded July 06, 1983 from Frieda L. Silveus to David C. Manning and Phyllis A. Manning, husband and wife, as tenants by the entireties in Deed Record 300, page 345. (Tract 2)

A deed dated April 14, 1978 and recorded April 17, 1978 from Clifford R. Silveus and Freda L. Silveus, husband and wife to David C. Manning and Phyllis A. Manning, husband and wife, as tenants by the entireties in Deed Record 275, page 454. (Tract 1)

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: \$216.61 Paid
 - November Installment: \$216.61 Paid
 - Name of Taxpayer: Manning, Dennis C & Stephen K Manning
 - Land: \$28,000.00
 - Improvements: \$0.00
 - Exemptions: \$0.00
 - Tax Identification No.: 003-713002-31, State Tax ID No.: 43-10-25-100-001.000-031, Key No.: 003-145.001.E
 - Description: Tr N 1 /2 NE 25-32-5 13.10 A (Tract 1)

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SCHEDULE B, PART II EXCEPTIONS

(continued)

8. Semi-Annual Assessment as set forth below:

Type of Assessment: Bierce A.F
May Installment: \$13.10, Paid
November Installment: \$13.10, Paid

All future assessments are not yet due and payable.

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. Property Taxes are as follows:

Tax Year: 2024
Due and Payable: 2025
May Installment: \$965.46 Paid
November Installment: \$965.46 Paid
Name of Taxpayer: Manning, Dennis C & Stephen K Manning
Land: \$124,800.00
Improvements: \$0.00
Exemptions: \$0.00
Tax Identification No.: 003-713002-32, State Tax ID No.: 43-10-24-200-244.000-031, Key No.: 003-096-001.A
Description: Pt E 1/2 SE 24-32-5 62.21 A (Tract 2)

10. Semi-Annual Assessment as set forth below:

Type of Assessment: Bierce, A.F
May Installment: \$62.21, Paid
November Installment: \$62.21, Paid

All future assessments are not yet due and payable.

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.

11. Taxes for the year 2025 are a lien, due in 2026, but are not yet due and payable.

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SCHEDULE B, PART II
EXCEPTIONS

(continued)

- 12. 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.
- 13. 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.
- 14. Easement for Gas Mains by and between Ruth V. Mort and Loran J. Mort, wife and husband and Northern Indiana Public Service Company, dated December __, 1965 and recorded January 15, 1966 in Deed Record 215, page 106, in the Office of the Recorder of Kosciusko County, Indiana. (Tract 1)
- 15. Easement for Gas Mains by and between Clifford R. Silveus and Frieda L. Silveus, husband and wife and Northern Indiana Public Service Company, dated December 28, 1965 and recorded January 15, 1966 in Deed Record 215, page 111, in the Office of the Recorder of Kosciusko County, Indiana. (Tract 2)
- 16. 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.
- 17. 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.
- 18. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- 19. 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.

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

END OF SCHEDULE B, PART II

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27277-51

Recorded this 15th day of January, 1965, at 9:20 A. M., Maxine Whitney, Recorder

EASEMENT FOR GAS MAINS
Form 820-1C
Rev. 2-61
12418

DEED RECORD 215, PAGE 106

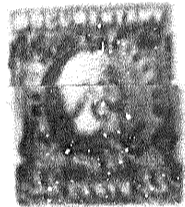
Know All Men, That RUTH V. MORT AND LORAN J. MORT, wife and husband

herein called the "grantors", in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to the grantors, hereby grant to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns, a right-of-way to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefor, and to operate by means thereof a system for such transportation and distribution of gas, to be used for light, heat, power and other purposes, in, upon, along and over a

strip of land situated in Section 25, Township 32 North, Range 5 East of the Second Principal Meridian, in the county of Kosciusko, State of Indiana, described as follows:

A strip of land in the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 25, said strip of land being $\frac{1}{4}$ rods wide and lying 2 rods wide on each side of a center line, and said center line produced, said center line being described as follows:

Beginning at a point on the east line of said Section 25, said point being 760 feet south of the northeast corner of said Section 25; thence north 47° 33' west a distance of 1140 feet more or less to a point on the south right-of-way line fence of County Road 200 South; thence north 8° 35' west a distance of 20 feet to a point on the north line of said Section 25, said point being 868 feet west of the northeast corner of said Section 25.



Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any pipe line or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of said premises. Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors.

The rights herein granted may be assigned in whole or in part.

The grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances, and that the grantors will warrant and defend the title to said easement against all lawful claims.

These presents shall be binding on the heirs, executors, administrators, grantees and assigns of the grantors, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantors have duly executed this instrument this _____ day of December, A.D. 1965

(SEAL)
(SEAL)
(SEAL)

Loran J. Mort (SEAL)
Ruth V. Mort (SEAL)

In consideration of one dollar (\$1.00), the undersigned hereby adopts and joins in the execution of the above and foregoing easement and consents to the enjoyment by grantee therein of the rights granted by said easement.

EASEMENT FOR GAS MAINS

Form 820-1C
Rev. 2-61

12423

DEED RECORD 215, PAGE 111

Know All Men, That CLIFFORD R. SILVEUS AND FRIEDA L. SILVEUS, husband and wife

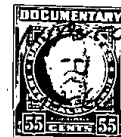
herein called the "grantors", in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to the grantors, hereby grant to Northern Indiana Public Service Company, an Indiana corporation, and to its successors and assigns, a right-of-way to lay, install, maintain, operate, repair, replace and renew gas mains and a line or lines of pipe for the transportation and distribution of gas to the public in general, with all necessary and convenient equipment, facilities, service pipes, lines and connections therefor, and to operate by means thereof a system for such transportation and distribution of gas, to be used for light, heat, power and other purposes, in, upon, along and over a

strip of land situated in Section 24, Township 32 North, Range 5 East of the Second Principal Meridian, in the county of Kosciusko, State of Indiana, described as follows:

A strip of land in the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 24, said strip of land being 4 rods wide and lying 2 rods wide on each side of a center line, and said center line produced, said center line being described as follows:

Beginning at a point on the south line of said Section 24, said point being 868 feet west of the southeast corner of said Section 24; thence north 80° 35' west a distance of 2411 feet more or less to a point on the west line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 24, said point being 278 feet south of the northwest corner of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 24.

Am



Access to the above described strip of land over the adjoining lands of the grantors is hereby granted. Any pipe line, or lines, shall, at the time of the construction thereof, be buried to such depth as shall not interfere with the cultivation of said premises. Grantee shall replace in a good and workmanlike manner all tile cut in the construction of its line or lines hereunder. Any damage to the crops, fences, or improvements of the grantors on said strip of land, or on the lands of the grantors adjoining said strip of land, done by the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith, shall be promptly paid for by the grantee. The grantee may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe and the equipment and facilities connected therewith. Patrolling said line or lines of pipe on foot shall not constitute grounds for a claim for crop damage.

The grantors reserve the use of said strip of land not inconsistent herewith, but no buildings or structures shall be erected or placed on said strip of land by grantors.

The rights herein granted may be assigned in whole or in part.

The grantee shall and will indemnify and save the grantors harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the grantee in the installation, maintenance, operation, repair, replacement or renewal of said line or lines of pipe, and the equipment and facilities connected therewith, over and across said strip of land.

The undersigned grantors hereby covenant that they are the owners in fee simple of said strip of land, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, that the said strip of land is free from all encumbrances, and that the grantors will warrant and defend the title to said easement against all lawful claims.

These presents shall be binding on the heirs, executors, administrators, grantees and assigns of the grantors, and upon the grantee, its successors and assigns.

IN WITNESS WHEREOF, the grantors have duly executed this instrument this 28th day of December, A.D., 1965

(SEAL) Clifford R. Silveus (SEAL)
(SEAL) Frieda L. Silveus (SEAL)
(SEAL) (SEAL)

In consideration of one dollar (\$1.00), the undersigned hereby adopts and joins in the execution of the above and foregoing easement and consents to the enjoyment by grantee therein of the rights granted by said easement.

AJS 11-18-65

THIS DOCUMENT WAS PREPARED BY
Gordon A. Etzler

(SEAL)

STATE OF INDIANA }
COUNTY OF KOSCIUSKO } SS.

Vanderburgh, Indiana

Personally appeared before me the undersigned, a Notary Public in and for said county and state
Clifford R. Silveus and Frieda L. Silveus, husband and wife

who acknowledged the execution of the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal this 28th day of December, 1965

Lyman Steffy
Lyman Steffy (SEAL)
Notary Public

My Commission expires 4-22-68

STATE OF INDIANA }
COUNTY OF } SS.

Personally appeared before me the undersigned, a Notary Public in and for said county and state

who acknowledged the execution of the foregoing instrument to be voluntary act and deed.

WITNESS my hand and notarial seal this day of 19

My Commission expires Notary Public

STATE OF INDIANA }
COUNTY OF } SS.

BE IT REMEMBERED that on this day of A.D., 19, before me, a

Notary Public in and for the county and state aforesaid, personally appeared

President and Secretary, respective-

ly of and each acknowledged the execution of the above and foregoing instrument in behalf of said corporation as the voluntary act and deed of said corporation and of said officials for said corporation, for the uses and purposes set forth.

WITNESS my hand notarial seal the day and year first above written.

My Commission expires Notary Public

EASEMENT FOR GAS MAINS

FROM

Grantor,

TO

NORTHERN INDIANA
PUBLIC SERVICE COMPANY

RECEIVED FOR RECORD
9:20 o'clock AM. and Recorded in
DEER Record 215 Page 111

JAN 15 1966

Mavis Whitney

Recorder of Kosciusko County, Ind.
Checked by Gordon A. Etzler

Date 1-10-65

District Warden

Contract File No. 2727-52

Charge Acct. No. 4647-X

DIS 95 CH # 46172 - 8488.36

5-7-66