



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**STEWART TITLE GUARANTY 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 EXTRACONTRACTUAL 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, Stewart Title Guaranty Company, a(n) Texas 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 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

**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.

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- 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:
- the Notice;
  - the Commitment to Issue Policy;
  - the Commitment Conditions;
  - Schedule A;
  - Schedule B, Part I – Requirements;
  - Schedule B, Part II – Exceptions; and
  - a counter-signature by the Company or its issuing agent that may be in electronic form.
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**
- 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:
    - comply with the Schedule B, Part I – Requirements;
    - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - acquire the Title or create the Mortgage covered by this Commitment.
  - 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.
  - 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.
  - 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.
  - The Company is not liable for the content of the Transaction Identification Data, if any.
  - 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.
  - 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**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- 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.
- 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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**STEWART TITLE GUARANTY COMPANY**  
P.O. Box 2029, Houston, TX 77252-2029



By:   
Frederick H. Eppinger, President and CEO

By:   
David Hisey, Secretary

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

Issuing Agent: Trademark Title, Inc.  
Issuing Office: 9625 Coldwater Road  
Fort Wayne, IN 46825  
Issuing Office's ALTA® Registry ID: 1065433  
Loan ID Number:  
Commitment Number: FWN-167359  
Issuing Office File Number: FWN-167359  
Property Address: 7425 Knightswood Drive, Fort Wayne, IN 46819  
Revision Number:

**SCHEDULE A**

1. Commitment Date: March 18, 2026 at 8:00 AM
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: **TBD - AUCTION ON 4/22**  
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:  
The Estate of Theresa E. Gannon
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**TRADEMARK TITLE, INC.**  
9625 Coldwater Road, Fort Wayne, IN 46825  
Telephone: (260) 490-9500

**STEWART TITLE GUARANTY COMPANY**  
P.O. Box 2029, Houston, TX 77252-2029

Countersigned by:

*Steven D. Garver*

Steven D. Garver, License #421158  
Trademark Title, Inc., License #564111



*F. H. Eppinger*  
By: \_\_\_\_\_  
Frederick H. Eppinger, President and CEO

*David Hisey*  
By: \_\_\_\_\_  
David Hisey, Secretary

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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.

The search did not disclose any open mortgages of record, therefore Trademark Title, Inc. 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.

We require a copy of the Death Certificate for Paul Gannon. Date of death June 29, 2025.

We require a copy of the Death Certificate for Theresa E. Gannon. Date of death September 27, 2025.

We must be furnished with Estate Papers and Will (if applicable) for Theresa E. Gannon filed as Cause Number 02D02-251-EU-000511 naming John Gannon as Personal Representative of the Estate.

Personal Representatives Deed and Vendors (Sellers) Affidavit from John Gannon, as Personal Representative of The Estate of Theresa E. Gannon to TBD - AUCTION ON 4/22 pursuant to the authority conferred by the Last Will and Testament of the decedent (if any)/or probate of an estate under unsupervised administration. Said deed must contain a recital that Paul J. Gannon, who held title to the insured real estate with Theresa E. Gannon as husband and wife, is deceased.

Mortgage and Mortgagor's Affidavit, executed by TBD - AUCTION ON 4/22 and given to {lender\_name} in the amount of \$0.00, securing the loan to be 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, attached, 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. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
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. Easements, restrictions and possible assessment for maintenance and rights of others entitled to the continued uninterrupted flow of water through Legal Drain in accordance with Indiana Drainage Code IC (1981) 36-9-27-33 et seq.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.
8. Rights of the public, the municipality and the state in and to that part of the land taken and used for roads and highways, if any.
9. Easements and Building Setback Lines as shown on the recorded Subdivision Plat.
10. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in the Plat of Avalon place as recorded in Plat Record 24, page 115. Together with all subsequent amendments to the restrictions.
11. Note: A judgment search was done and none were found unless noted on Schedule B-I.
12. Tax Parcel ID: 02-12-34-205-005.000-074  
Address: 7425 Knightswood Drive, Fort Wayne, IN 46819  
  
Assessed Value Land: \$17,300

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Assessed Value Improvements \$158,800  
Total Assessed Value \$176,100  
Homestead Exp: \$48,000  
Additional Exp: \$0  
1st installment 24/25 taxes: \$989.19 - PAID  
2nd installment 24/25 taxes: \$989.19 - PAID

13. Note: The Homestead exemption will be removed for the 2026 tax year, payable 2027 unless refiled by December 31st of 2026. If not refiled, there will be a significant increase in your property taxes next tax year.

Taxes are due 5/10 and 11/10 and are payable to: Allen County Treasurer

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

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.

15. Note: Alta 8.1 and Alta 9 endorsements will be included on the final loan policy.

16. The Insured Lender will have Gap coverage if the closing is handled by the agent from effective date of the commitment to and through the recordation of their mortgage.

17. The Company assumes no liability for unrecorded Neighborhood Code Compliance liens. This Commitment and/or Policy does not insure against any loss or damage arising out of the subsequent assessments or fines and any penalties and interest, due to any unrecorded Neighborhood Code Compliance liens.

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**EXHIBIT "A"**

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

Lot Numbered 194 Avalon Place, Section II, an addition to the City of Fort Wayne, Indiana, according to the recorded plat thereof.

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### CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

**Property: 7425 Knightswood Drive, Fort Wayne, IN 46819**

Donald A Ankenbruck and Rosemary Ann Ankenbruck to The Estate of Theresa E. Gannon by deed dated 02/27/1978 and recorded on 03/01/1978 as Instrument Number 780005232 in the Official Records of the Allen County Recorder.

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