



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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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.

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.

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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.

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.

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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: **Center Title Services**
Issuing Office: **Center Title Services**
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: **28550-C**
Issuing Office File Number: **28550-C**
Property Address: ****** Old Rd 30, Pierceton, IN 46562**
Revision Number:

SCHEDULE A

1. Commitment Date: **January 16, 2026**
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured: **Prospective Purchaser**
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
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 **Linden Boggs and Elizabeth Ann Boggs, husband and wife**
5. The Land is described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 15, Township 32 North, Range 7 East, and running thence South 76 ¼ rods; thence East One hundred 176 rods, more or less, to the Shanton or Kuhn Ditch; thence following said Shanton or Kuhn Ditch, to the North line of the Northwest Quarter of the Northwest Quarter of Section Fourteen (14); thence West 176 rods, more or less, to the place of beginning.

LESS AND EXCEPTING THEREFROM THE FOLLOWING TRACTS:

1. This original description is part of Linden and Elizabeth Ann Boggs property in Document Record 344, page 241 and Linden and Elizabeth Ann Boggs property in Document Record 257, page 213 in the Records Office of Kosciusko County, Indiana, being a tract of land in the Northeast Quarter of Section 15, Township 32 North, Range 7 East, Washington Township, Kosciusko County, Indiana and is from a survey by Ryan Prince dated November 5, 2025. Job Number 25-0809 with Prince Land Surveying and is more particularly described as follows:

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Commencing at the Northwest corner of the Northeast Quarter of said Section 15 and within the right-of-way of Old Road 30; thence North 89°20'59" East (basis of bearings established by INDOT VRS Base, using NAD83 Indiana East coordinate system), along the North line of said Northeast Quarter and within said right-of-way, 1071.80 feet; thence South 00°39'01" East, 50.00 feet to a 5/8" rebar with a Prince cap being on the South right-of-way line of said Old Road 30 and the Point of Beginning; thence North 89°20'59" East, along said right-of-way line, 120.50 feet to the West line of Brandon and Sarah Fear's property recorded in Document Number 2024030081; thence South 01°05'59" West, along said West line, 210.57 feet to a 1/2" rod leaning at the Southwest corner of said Fear property; thence North 89°20'53" East, along the South line of said Fear property, 346.52 feet to a 5/8" rebar with a Prince cap at the Northwest corner of Adam and Elizabeth Augustine's property recorded in Document Number 2024090530; thence South 00°33'39" West, along the West line of said Augustine property and the West line of Paul Stork's property recorded in Document Number 2024120536, 476.43 feet to a 5/8" rebar with a Prince cap; thence South 89°20'59" West, 471.48 feet to a 5/8" rebar with a Prince cap; thence North 01°05'53" East, 687.10 feet to the Point of Beginning, containing 5.71 acres more or less.

2. This original description is part of the property conveyed to Linden and Elizabeth Ann Boggs in Deed Record 344, page 241, being a tract of land in the Northeast Quarter of Section 15, Township 32 North, Range 7 East, Washington Township, Kosciusko County, Indiana, is from a survey by Christopher W. McCrea dated February 13, 2024, Job Number JK-24060 with John Kimpel & Associates and is more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 15 and within the right of way of Old Road 30; thence North 89 degrees 20 minutes 53 seconds East (basis of bearings established by INDOT VRS Base, using NAD83 Indiana East coordinate system), along the North line of said Northeast Quarter and within said right of way, 1401.00 feet; thence South 00 degrees 39 minutes 07 seconds East, 50.00 feet to the South right of way of said Old Road 30 and the Point of Beginning, being 1.6 feet North and 0.7 feet East of a 1/2-inch rod; thence North 89 degrees 20 minutes 53 seconds East, along said South right of way, 413.70 feet to a McCrea cap pin; thence South 01 degree 07 minutes 19 seconds West, 210.55 feet to a McCrea cap pin; thence South 89 degrees 20 minutes 53 seconds West, 413.70 feet to the Southeast corner of Valerie Boggs property described in Document Number 1992080909; thence North 01 degree 07 minutes 19 seconds East, along the East line of said Valerie Boggs property, 210.55 feet (recorded 207.70 feet) to the Point of Beginning, containing 2.00 acres, more or less.

3. A tract of land in the Northeast Quarter of Section 15, Township 32 North, Range 7 East, in Kosciusko County, Indiana, more accurately described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 15; thence East along the North line of said Northeast Quarter and the centerline of Old Road #30 1192.3 feet to a point; thence South 50.00 feet to an iron bar on the South right of way of Old Road #30 for a true point of beginning; thence East along said right of way 208.70 feet to an iron bar; thence South 1 degree 45 minutes West 208.70 feet to an iron bar; thence West 208.70 feet to an iron bar; thence North 1 degree 45 minutes East 208.70 feet to the place of beginning and containing 1.0 acre, more or less.

4. This original description is part of Linden and Elizabeth Ann Boggs property in Document Record 344, page 241 in the Records Office of Kosciusko County, Indiana, being a tract of land in the Northeast Quarter of Section 15 and the Northwest Quarter of Section 14, both in Township 32 North, Range 7

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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. You must file a Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording. The filing fee is \$5.00 exempt and \$ 15.00 non-exempt.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments.
7. 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 closing occurring on or AFTER July 1, 2006. The fee should be designated as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
8. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000.00 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000.00 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500.00.
9. NOTE: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request, but are not mandatory. First American Title Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$25 for a lender's letter.
10. NOTE: Effective July 1, 2023, Indiana State Law prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy. If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.
11. Warranty Deed from **Linden Boggs and Elizabeth Ann Boggs, husband and wife**, to **Prospective Purchaser**.

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. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material 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. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025
Assessed in the name of: Linden & Elizabeth Ann Boggs
Property Address: **** Old Rd. 30, Piercetown, IN 46562
Parcel No.: 009-703005-00
Key No.: 009-057-001
State Tax ID No.: 431215100300.000-029
Taxing Unit and Code: Washington
Land: 65,500.00
Improvements: -0-
Exemptions: -0-
May installment of \$ 436.06 PAID
November installment of \$ 436.06 PAID

NOTE: The foregoing tax information is limited to the date of the most current computer input and does not insure accuracy of property tax information.

8. Real estate taxes assessed for the year 2025 due and payable 2026 are a lien in an undetermined amount, but are not yet due and payable.
9. Any reference to acreage in the legal description is for description purposes only and is not an assurance of the quantity of land.

10. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility rights of way.
11. Annual upkeep assessment for the [Deeds Creek Ditch](#); May installment in the amount of \$3.12, PAID, November installment in the amount of \$3.12 PAID for 2025.
12. Annual upkeep assessment for the [Vancuren Ditch](#); May installment in the amount of \$43.17, PAID, November installment in the amount of \$43.17 PAID for 2025.
13. Annual upkeep assessment for the [Shanton Ditch](#); May installment in the amount of \$17.02, PAID, November installment in the amount of \$17.02 PAID for 2025.
14. Annual upkeep assessment for the [Elder Ditch](#); May installment in the amount of \$2.50, PAID, November installment in the amount of \$2.50 PAID for 2025.
15. Rights of way for drainage tiles, ditches, feeders and laterals.
16. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise, including to any crops.
17. Kosciusko County Area Plan Commission Agricultural Disclaimer Acknowledgment Form executed by Linden A. Boggs and Elizabeth A. Boggs, dated July 30, 2021, recorded July 30, 2021, as Document No. 2021071649, in the Office of the Recorder of Kosciusko County, Indiana.