

MERIDIAN TITLE CORPORATION

Fort Wayne Office

5375 East Dupont Road, Ste. 102

Fort Wayne, IN 46825

260.490.1100

260.490.1130 FAX

fortwayneoffice@meridiantitle.com

File No.: 26-12388

Effective Date: May 8, 2026 at 8:00 AM

Customer Reference No.:

Property Address Reference: 13428 Fairview Drive, Grabill, IN
46741

1. Policy or Policies to be issued:

(a) ALTA Owner's Policy 06/17/06

Amount: **TBD**

Proposed Insured: **A natural person or legal entity to be determined**

(b) ALTA Loan Policy 06/17/06

Amount:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Preliminary Title Report is Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Gerald W. Weesner

4. The land referred to in this Preliminary Title Report is located in the County of Allen, State of Indiana described as follows:

SEE ATTACHED EXHIBIT "A"

EXHIBIT A

Lot Number 3 in Westmeade Place Addition, Section A to the Town of Grabill as recorded in Plat Record 20, page 103.

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Notification in writing is required for all changes to this Preliminary Title Report. Additional requirements may be imposed after review of said notification.
2. Vendor's Affidavit (if Owner's Policy) and Mortgagor's Affidavit (if Lender's Policy).

As to the Lender's Policy only:

Upon receipt of a Vendor's and Mortgagor's Affidavit with content and form acceptable to the insurer, the Standard Exceptions as set out in Part II of the Schedule B herein will be deleted.)

3. Properly executed and fully completed Certificate of Non-Foreign Status of Transferor.

Note: Seller Proceeds cannot be disbursed until this form is completed in its entirety.

4. You must file a Disclosure of Sales Information forms 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.
5. Warranty Deed suitable for recording, when the proposed insured is determined.
6. There were no open mortgage liens found in the public record against the subject property.
7. Payment of all due and payable, unpaid and/or delinquent Homeowners Association Fees and Assessments charged in connection with the insured premises. If all fees have been paid prior to closing, provide a written statement from the Homeowners Association for the subdivision stating that all fees have been paid.

NOTE: Due to the passage of SEA 370 (P.L. 80-2013), rates and fees are subject to change from current existing charges for transactions closed on or after July 1, 2013.

NOTE: In accordance with applicable underwriter guidelines, there may be a title premium re-issue discount for this transaction. Please contact our office prior to your closing for more details.

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

- 1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Preliminary Title Report.
- 2. Standard Exceptions:
 - a) Rights or claims of parties in possession not shown by the public records.
 - b) Easements, or claims of easements, not shown by the public records.
 - c) 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.
 - d) 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.

3. Special Exceptions:

- a) Taxes for the year 2026 Payable in 2027 are a lien not yet due and payable.
Taxes for the year 2025 Payable in 2026 are as follows:

Key Number	State ID Number Only
State ID Number	02-03-24-381-001.000-043
Township	Grabill Cedar Creek
1 st installment due May 10, 2026	\$0.00 - None Due
2 nd installment due November 10, 2026	\$0.00 - None Due

Assessed Values for 2025/2026:

Land	\$15,000.00
Improvements	\$155,500.00
Exemption (Homeowners)	\$48,000.00
Exemption (Homestead Supplemental)	\$49,000.00
Exemption (Veterans)	\$38,960.00
Net Valuations	\$34,540.00

0324740 - Witmer #2 Drain/Ditch Assessment Fees:

1st installment - \$10.50 - Paid
2nd installment - \$0.00 - None Due

NOTE FOR INFORMATION: Tax information supra is limited to the LAST BILLED information reflected in the computer input in the Treasurer’s office and does not necessarily reflect the most current information as to applicable penalties, deductions, exemptions, assessments and payments. Also, it does not reflect possible additional taxes and civil penalties as a result of a determination by County officials that a deduction was improperly granted. A check with the Treasurer’s or Auditor’s Office should be made to determine the exact status and amount of taxes due, if any.

- b) Special assessments/sewer usage charges, if any, levied by the City/Town of Grabill.
- c) 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.
- d) Survey by Gale L. Fansler, Indiana Registered Land Surveyor No. S-0532 recorded July 5, 1994 as Instrument No. 9440181 in the Office of the Recorder of Allen County, Indiana.
- e) Building lines and easements as evidenced in the recorded Plat of Westmeade Place Addition recorded December 15, 1953 in Plat Book 20, page 103 in the Office of the Recorder of Allen County, Indiana.

- f) Protective Restrictions, Covenants, Limitations and Easements for Albert Neuenschwander recorded December 15, 1953 in Book 20, Page 103, and any amendments thereto, in the Office of the Recorder of Allen County, Indiana.

SEARCH AND LIMITATION OF LIABILITY

This information in commitment form is not an abstract or opinion of title, nor is it a commitment to insure title. This information is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

Liability by MERIDIAN TITLE CORPORATION is limited to a maximum of \$1,000.00. Liability is limited to actual loss or damage resulting solely from the inaccuracy of the information set forth above. This Guarantee specifically, but not by limitation, does not evidence or assure the following:

Matters subsequent to Search date herein;
 Property Owners fees and assessments, unless recorded as a lien;
 City and/or County codes and ordinances;
 Unrecorded building lines, easements, restrictions, covenants, or rights of way.

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 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 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. Meridian Title Corporation strongly suggests that all funding for the transaction be in the form of an irrevocable wire in order to allow us to disburse funds timely to all parties. Otherwise it's possible that disbursements may be delayed until the funds have been unconditionally credited.

NOTE: This Commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions of the commitment.

NOTE: RREAL IN is statutorily mandated by Indiana Code 27-7-3-15.5 and its objective is to develop an electronic system for the collection and storage of information concerning persons that have or will participate in or assist with a residential real estate transaction. All closing agents are required to complete an on-line form pursuant to the statute. If you are person or party to which this section applies; loan brokerage business, mortgage loan originator, principal real estate broker, real estate sales person or real estate broker salesperson, title insurance underwriter, title insurance agency and/or agent, licensed or certified appraiser, appraisal management company, or creditor to a first lien purchase mortgage, you must provide the closing agent with applicable license information or be subject to possible fines as indicated in said Indiana Code. More information can be found at www.in.gov/idoi/.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

The following deed(s) (if any) affecting said land were recorded within Twenty-four (24) months of the date of this product. If no deed(s) were found, the last deed of record is shown below:

Grantor: Gerald W. Weesner, Surviving Spouse of Kay L. Weesner, deceased
 Grantee: Gerald W. Weesne

Date Recorded: May 17, 2019
Instrument No.: 2019022488 (Affidavit)

10

Mail tax bills to:

Gerald W. Weesner
Kay L. Cavanaugh, 13428 Fairview
Dr. Grabill, IN. 46741

WARRANTY DEED

94-040181

THIS INDENTURE WITNESSETH, That CRAIG C. CHAPMAN and CHERYL L. CHAPMAN, husband and wife, each being over the age of eighteen (18) years, County in the State of Indiana GERALD W. WEESNER and KAY L. CAVANAUGH, as joint tenants with right of survivorship

("Grantor") of Allen
CONVEYS AND WARRANTS TO

of Allen County in the State of Indiana

in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Allen County, in the State of Indiana:

Lot Number 3, Westmeade Place Addition, Section A, to the town of Grabill according to the plat thereof, recorded in Plat Record 20, page 103 in the Office of the Recorder of Allen County, Indiana.

Subject to the conditions, restrictions and easements of record and subject to the installment of taxes due and payable in November 10, 1995, and all subsequent taxes and assessments which Grantees herein assume and agree to pay.

94 JUL -5 PM 3:03
Allen County Recorder

Dated this 30 day of June, 1994.

Craig C. Chapman
(Signature) Craig C. Chapman
(Printed Name)
(Signature)
(Printed Name)

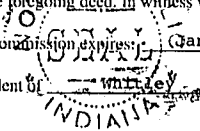
Cheryl L. Chapman
(Signature) Cheryl L. Chapman
(Printed Name)
(Signature) **DULY ENTERED FOR TAXATION**
(Printed Name) JUL 5 1994

STATE OF INDIANA
COUNTY OF ~~ALLEN~~ Whitley SS:

Karen S. Reust
NOTARY PUBLIC

Before me, the undersigned, a Notary Public in and for said County and State, this 30 day of June, 1994 personally appeared: Craig C. Chapman and Cheryl L. Chapman, husband and wife, each being over the age of eighteen (18) years, and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: Jan. 26, 1995 Signature Karen S. Reust
Resident of Whitley County Printed Karen S. Reust, Notary Public



STATE OF _____
COUNTY OF _____ SS:

INSTRUMENT 94 - 5195

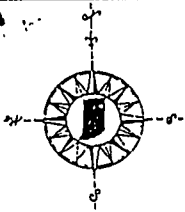
Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 199____, personally appeared: _____ and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: _____ Signature _____
Resident of _____ County Printed _____, Notary Public

This instrument prepared by William D. Swift Attorney at Law
Attorney Identification No. 782-02
MAIL TO:

Peoples Feed Env

9440181



Gale L. Fansler, L.S.

REGISTERED LAND SURVEYOR NO. S-0532 INDIANA

5410 HARTFORD DRIVE

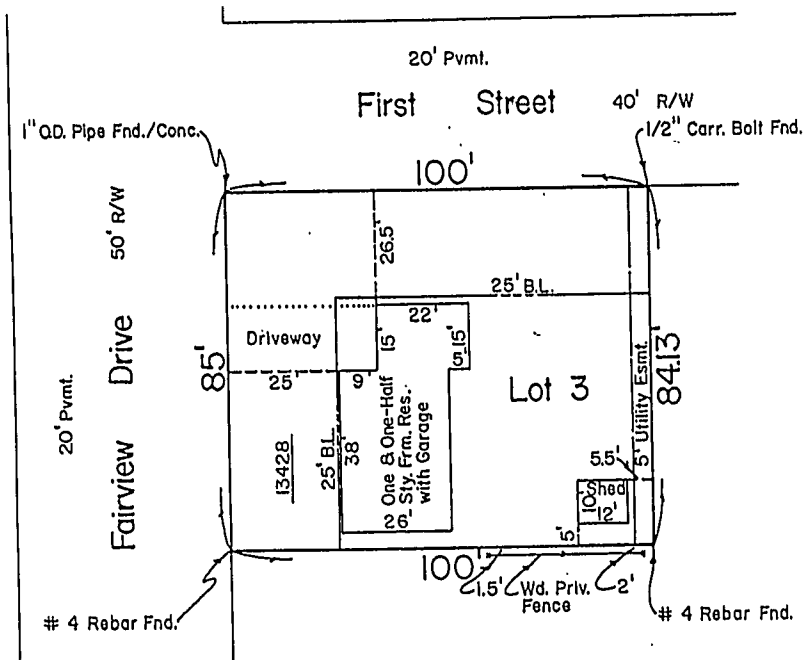
FORT WAYNE, INDIANA 46835

219-484-2468

SURVEYOR LOCATION REPORT

This report is designed for use by a title insurance company with residential loan policies. No corner markers were set and the location data herein is based on limited accuracy measurements. Therefore, no liability will be assumed for any use of this data for construction of new improvements or fences.

Property Address: 13428 Fairview Drive
Property Description: Lot Number 3, Westmeade Place Addition, Section "A", to the town of Grabill, according to the plat thereof, recorded in Plat Record 20, page 103, in the Office of the Recorder of Allen County, Indiana.



Title Co.: Dreibelbiss Title Company
Client I.D. #: N/A

Scale: 1+++++1+++++1
0 30'

I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that, to the best of my knowledge and belief, this report conforms with the requirements contained in Sections 27 through 29 of Title 865 IAC 1-12 for a surveyor location report. The accuracy of any flood hazard statement shown on this report is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced flood insurance rate map.

Map Number: 18003C0180 D; September 28, 1990.
Zone: "X"

Proposed Buyer: Weisner & Cavanaugh
Proposed Lender: People's Federal Savings Bank

Date: June 13, 1994

Record: 4221SLR

Page 1 of 1



Gale L. Fansler, L.S. S-0532

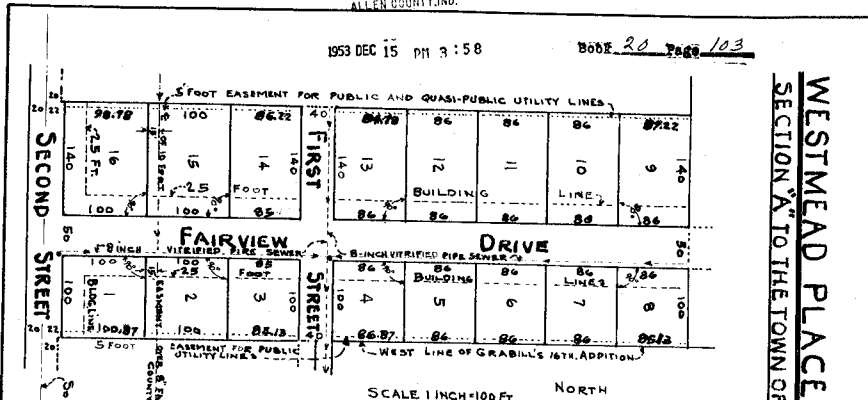
9440181

CARL W. REKREWEG
RECORDER
ALLEN COUNTY, IND.

6532

1953 DEC 15 PM 3:58

BOOK 20 Page 103



I, Albert Neuschwander, hereby declare that I am the owner and do hereby plat into lots and streets, the real estate described below:

A part of the southwest Quarter of Section 24, Township 32 North, Range 13 East, in Allen County, Indiana, it being a part of the land conveyed by deed dated February 24, 1921 and recorded in Deed Record 267, page 442, in the office of the Recorder of Allen County, Indiana, and described more in particular as follows, to wit:

Beginning at a point on the south line of the southwest Quarter of Section 24, Township 32 North, Range 13 East in Allen County, Indiana, a distance of 630.4 feet west of the southeast corner of the southwest Quarter of said Section 24; thence north along a line running parallel to the west line of the southwest Quarter of said Section 24, a distance of 777.0 feet; thence west along a line running parallel to the south line of the southwest Quarter of said Section 24, a distance of 290.0 feet; thence south along a line running parallel to the west line of the southwest Quarter of said Section 24, a distance of 777.0 feet, to a point on the south line of the southwest Quarter of said Section 24, Township 32 North, Range 13 East; thence east along the last described line to the point of beginning.

The lots are numbered from 1 to 16 both inclusive and the dimension are marked in feet and decimal parts of a foot on the plat. The rear 5 feet of all lots are subject to an easement for the construction of and maintenance of public or quasi-public utilities.

- Restrictions**
- It is hereby understood and agreed by all buyers of lots in the plat of Westmead Place Addition, Section A to the Town of Grabill, Indiana, the name by which this subdivision shall hereafter be known, that all lots shall be subject to the following restrictions:
- (1) All lots shall be for residential uses only and not more than one (1) dwelling house may be erected on any lot.
 - (2) All lots shall be subject to a building set-back provision, as indicated by building lines shown on the face of the plat. The side line clearance shall be not less than five (5) feet on any lot.
 - (3) Easements and right-of-way are hereby expressly reserved, as shown on the face of the plat, for the construction and maintenance of public and quasi-public utilities.
 - (4) No dwelling house on any lot in this addition shall have an area of less than six hundred and sixteen (616) square feet on the foundation. Said area is to be exclusive of open porches and garages. All buildings shall be on solid foundations of stone, brick or concrete. The exterior finish of all buildings shall be a conventional type of drop siding, vertical siding, shingles, brick or stone. No worn, damaged, salvaged or scrap materials may be used in the exterior finish of any house.
 - (5) Tents, trailers, shacks or other forms of temporary buildings for dwelling purposes, will not be allowed or permitted on any lot.
 - (6) No lot may be used for the rearing or harboring of swine or cattle, or for any other purposes resulting in offensive odors or ground conditions.
 - (7) No lot in this addition may be used for the storing of junk, scrap machinery, automobile parts or waste materials of any kind.
 - (8) The owners or occupants of any lot in this addition shall be required to provide means for the disposal of trash and garbage, which shall be adequate for the prevention of unsightly or odorous ground conditions.
 - (9) Until such time as a public water supply system and a public sewerage system are available, each dwelling house in this addition shall be served by a well; and there shall be a private sewerage disposal system for each lot; both of which shall be constructed and maintained in accordance with the rules and regulations prescribed by the Indiana State Board of Health.
 - (10) No lot or building, or any part thereof, in this addition shall be used directly or indirectly for any mechanical or other industrial work of any kind. Nor shall any lot, building or any part thereof be used for storage, for manufacturing use, or for any industrial purpose.
 - (11) A violation or attempted violation by any owner or occupant of any lot in the plat of Westmead Place Addition - Section A, of any one or more of the above restrictions, shall be to any other owner or occupant thereby injuriously affected, a cause for action at law or in equity for damages and/or injunctive relief.

Dated this 10 day of December, 1953

Albert Neuschwander
Albert Neuschwander

State of Indiana S S
County of Allen

Before me, a Notary Public in and for said County and State, appeared in person on the 10 day of December, 1953, the owner of the above describe real estate, Albert Neuschwander, and did the, and there sign this document and acknowledged the same to be his voluntary act and deed.

My commission expires 2-8-54
Marvella J. Edger, Notary Public.

CERTIFICATE OF SURVEY
We, the undersigned Registered Professional Engineers, hereby certify that the plat hereon shown presents accurately the form and dimensions of all lots and streets, and is wholly contained in the land described by the Owner, and that we have staked the lots with iron pipe accordingly.
December 10, 1953.

W. A. DARLING and ASSOCIATES
CONSULTING & STRUCTURAL ENGINEERS
By *Orin M. Darling*
Orin M. Darling, Registered Professional Engineer.

Approved by the Board of Trustees of the Town of Grabill, Indiana Dec. 10, 1953

Henry H. Schwartz, Chairman
David Neuschwander, Member
Phillip Schlatter, Member

Attest: *M. J. Ringenberg*, Clerk-Treasurer
M. J. Ringenberg

APPROVED
DEC 15 1953
BOARD OF COMMISSIONERS
OF ALLEN COUNTY, IND.
PER *Samuel Cook*
R. E. Newby

ONLY ENTERED FOR TAXATION
DEC 15 1953
Irwin Bloomer
Auditor, Allen County, Indiana

Plan to be returned to...