



May 29, 2026

Property Address: 702 Dowling Street, Kendallville, IN 46755
County: Noble
File Number: 26-12259

Enclosures: Preliminary Title Report

Notes:

Corporate Office
202 S. Michigan Street
Suite 300
South Bend, IN 46601
574.232.5845 FAX 574.289.1514

***For a complete list of offices,
please visit our website
www.meridiantitle.com/locations***

MERIDIAN TITLE CORPORATION

Commercial Division Fort Wayne

5375 East Dupont Road, Ste. 102

Fort Wayne, IN 46825

260.490.1100

260. 490.1130 FAX

fortwayneoffice@meridiantitle.com

File No.: 26-12259

Effective Date: May 5, 2026 at 8:00 AM

Customer Reference No.:

Property Address Reference: 702 Dowling Street, Kendallville, IN
46755

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:

[East Noble School Corporation, an Indiana corporation](#)

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

SEE ATTACHED EXHIBIT "A"

EXHIBIT A

A Fractional Part of Lot No. 9 in [David Lash's Addition to the City of Kendallville](#) as follows, to-wit:

Commencing at an iron stake at the intersection of the east line of East Street (now Park Avenue) and the south line of Dowling Street in the City of Kendallville, Indiana; thence running North 85 degrees and 40 minutes East along the south line of said Dowling Street a distance of 139.4 feet; thence South 2 degrees East on a line parallel with the east line of said East Street (now Park Avenue) a distance of 91.3 feet; thence Westerly a distance of 139.4 feet to a point on the west line of said Lot No. 9 being the point of beginning; thence Northerly along the east line of said East Street (now Park Avenue) a distance of 82 feet to the place of beginning, all in the City of Kendallville, Noble County, Indiana.

EXCEPTING THEREFROM:

A part of Lot 9 in David Lash's Addition, an addition to the City of Kendallville, Indiana, the plat of which addition is recorded in Deed Record 22, page 540, in the Office of the Recorder of Noble County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked as Exhibit "B", described as follows: Beginning at the northwest corner of said lot; thence North 89 degrees 57 minutes 53 seconds East 139.40 feet along the north line of said lot to the northeast corner of the grantor's land; thence South 01 degree 54 minutes 31 seconds West 5.25 feet along the east line of the grantor's land to point "812" designated on said parcel plat; thence South 89 degrees 57 minutes 53 seconds West 128.19 feet to point "811" designated on said parcel plat; thence South 49 degrees 04 minutes 26 seconds West 15.28 feet to the west line of said lot at point "810" designated on said parcel plat; thence North 01 degree 54 minutes 31 seconds East 5.26 feet along said west line to the point of beginning and containing 788 square feet, more or less.

ALSO,

A Fractional Part of Lot No. 9 in [David Lash's Addition to the City of Kendallville](#) as follows, to-wit:

Commencing at a point on the west line of said Lot Number 9, 66 feet North of the Southwest corner thereof; thence North along said west line 132 feet; thence Eastwardly 8 rods to an alley; thence South 132 feet; thence Westwardly 8 rods to the place of beginning, excepting 60 feet off the south side thereof.

The Property address and/or tax parcel identification number(s) listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

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. Advise insurer as to the name of the proposed lender.
6. Advise insurer as to the name(s) of the proposed purchaser(s).
7. Advise insurer as to the actual amount of the Loan Policy.
8. Advise insurer as to the actual amount of the Owner's Policy.
9. Corporate Warranty Deed suitable for recording, when the proposed insured is determined.
10. Provide Articles of Incorporation and a copy of resolution of the Board of Directors of East Noble School Corporation authorizing this sale to TBD and naming the officers of Seller who are authorized to execute and deliver such deed.

AND

Language appearing on the deed that: "the undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected or authorized by the Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

11. There were no open mortgage liens found in the public record against the subject property.

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. 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. All Fall taxes for the year 2025 Payable in 2026 and subsequent years, not yet due and payable.

Taxes for the year 2025 Payable in 2026 are as follows:

State ID No. 57-07-33-120-027.000-020 - Kendallville - Way
 1st installment due May 10, 2026 \$0.00 - None Due
 2nd installment due Nov. 10, 2026 \$0.00 - None Due

Assessed Valuations: 2025/2026

Land \$0.00
 Improvements \$0.00
 Exemption (None) \$0.00

Net Valuations \$0.00

NOTE: The above property is listed as taxable but no tax is shown to be due because of the exemption of government ownership. The Company assumes no responsibility for any taxes hereafter assessed.

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.

8. Special assessments/sewer usage charges, if any, levied by the City/Town of Kendallville.
9. Subject to all legal highways and rights of way.
10. Possible Rights of Way for legal drains and ditches, feeders and laterals, if any, and all rights therein.
11. 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.
12. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A, if any. The Company does not insure the area, square footage, or acreage of the land.
13. Subject to parties in possession by virtue of unrecorded leases.

14. Easement and associated rights granted to City of Kedvalle, Indiana by East Noble School Corporation in an instrument dated May 19, 2010 and recorded June 2, 2010 in Instrument No. [100600036](#) in the Office of the Recorder of Noble County, Indiana.

[VIEW YOUR VESTING DEED AND SCHEDULE B DOCUMENTS BY FOLLOWING THIS LINK](#)

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 Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

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/.



Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates (including insurance companies and insurance agents), from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of privacy policies and practices of Meridian Title Corporation.

We may collect nonpublic information about you from the following sources:

- Information we receive from you, such as on applications or other forms,
- information about your transaction that we secure from our files, from our affiliates or from third parties,
- information we receive from a consumer reporting agency and
- information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic information will be collected about you.

If you are concerned about the information we have collected, please write us.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

No response to this notice is required, but if you have questions, please write us:

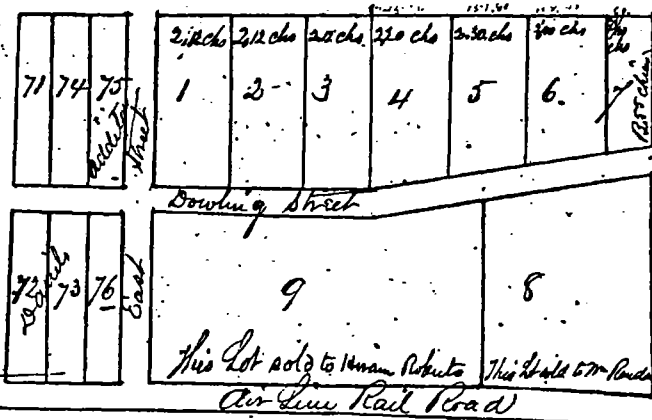
Meridian Title Corporation
202 S. Michigan Street, Suite 701
South Bend, Indiana 46601

Deed 22 p 540.

DEED VOL. 22

510

David Lash's additions to Kindallville



Explanation

This plat represents land contained in the East half of the North East quarter of section 35 in Township 36 North of range 10 East in the County of Noble & State of Indiana. The streets are laid out three rods wide. The lots numbering from one to six contain one acre each. Lot seven contains $\frac{33}{100}$ of an acre.
H. R. Burnham Surveyor

I certify all men by these presents that D. David Lash have dedicated and laid out all the land belonging to me described in the above plat into lots and streets according to said plat and of the size widths and dimensions there described marked and numbered; this same to be known as David Lash's additions to Kindallville Indiana.
my hand and seal this Eighth day of June 1845
David Lash (S)

State of Indiana }
Noble County, ss } This day personally appeared before the undersigned a Notary Public in and for said County, David Lash and acknowledged the signing of the above statement this 8th day of June AD 1845
Samuel Bronser (Notary Public)

Recorded Aug 13th 1845 at 10 O'clock A.M.
By D. A. Simons, Recorder A.C.



100600036

RECEIVED FOR RECORD
MICHELLE L. MAWHORTER
NOBLE COUNTY RECORDER
RECORDED ON
06/02/2010 02:52:44PM

**TEMPORARY HIGHWAY EASEMENT GRANT
(FOR CONSTRUCTION OF A DRIVEWAY)**

Project: STP-9957(037)
Code: N/A
Parcel: 1A
Page: 1 of 3

THIS INDENTURE WITNESSETH, That East Noble School Corporation, an Indiana corporation

the Grantor(s), of Noble County, State of Indiana Grant(s) to the **CITY OF KENDALLVILLE, INDIANA**, the Grantee, for and in consideration of Sixty Dollars and NO/100 (\$60.00) (of which said sum \$ 0.00 represents land improvements acquired and \$60.00 represents land temporarily encumbered and damages) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary easement to enter upon and have possession of the Real Estate of the Grantor(s) for the purpose of constructing thereupon a driveway servicing to the Grantor(s) property to and from the highway facility known as Dowling and as Project STP-9957(037) which said Real Estate situated in the County of Noble, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A" which is incorporated herein by reference, which said temporary easement shall be extinguished, become void and revert to the Grantor(s) and/or the Grantor(s) successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor(s).

Project: STP-9957(037)
Code: N/A
Parcel: 1A
Page: 2 of 3

Any and all timber, shrubbery, fences, buildings and any other improvements situated within the area of the temporary easement granted herein shall become the property of the City of Kendallville, Indiana except:

The said Grantor(s) acknowledge(s) that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, the said Grantor(s), for the purpose of inducing the City of Kendallville, Indiana to accept this grant and to pay the hereinbefore referenced consideration, represent(s) that the Grantor(s) are the owner(s) in fee simple of the Real Estate and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

The undersigned person executing this grant represents and certifies on behalf of Grantor, that he is an Authorized Agent of the Grantor and has been fully empowered by proper resolution, or the by-laws of the Grantor, to execute and deliver this grant; that the Grantor is a corporation in good standing in the State of its origin and, where required, in the State where the subject real estate is situate; that the Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

Project: STP-9957(037)
Code: N/A
Parcel: 1A
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor(s) has _____ executed this instrument this 19TH day of May, 2010.

East Noble School Corporation, an Indiana corporation

Craig A. Ream
Signature

Craig A. Ream, Business Manager
Printed Name

Signature

Printed Name

STATE OF INDIANA :

COUNTY OF NOBLE :

SS:

Before me, a Notary Public in and for said State and County, personally appeared Craig A. Ream, Business Manager East Noble School Corporation, an Indiana corporation, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 19TH day of May, 2010.

William D. Jones
Signature

William D. Jones
Printed Name



My Commission expires 10-24-15.

I am a resident of Allen County.

This Instrument Prepared By

Douglas J. Atz, Atz Law Office, LLC, 202 S. Main Street, Kendallville, IN
Attorney at Law

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law.

Douglas J. Atz

EXHIBIT "A"

Project: STP-9957(037)
Parcel 1A Temporary Right of Way for Drive Construction

Sheet 1 of 1

A part of Lot 9 in David Lash's Addition, an addition to the City of Kendallville, Indiana, the plat of which addition is recorded in Deed Record 22, page 540, in the Office of the Recorder of Noble County, Indiana, described as follows: Commencing at the northwest corner of said lot; thence North 89 degrees 57 minutes 53 seconds East 139.40 feet along the north line of said lot to the northeast corner of the grantor's land; thence South 01 degree 54 minutes 31 seconds West 5.25 feet along the east line of the grantor's land to the point of beginning of this description; thence continuing South 01 degree 54 minutes 31 seconds West 4.00 feet along said east line; thence South 89 degrees 57 minutes 53 seconds West 43.06 feet; thence North 00 degrees 02 minutes 07 seconds West 4.00 feet; thence North 89 degrees 57 minutes 53 seconds East 43.19 feet to the point of beginning and containing 172 square feet, more or less.

This description was prepared for the City of Kendallville Board of Public Works by DLZ Indiana, LLC and certified by Clayton J. Hogston, Indiana Registered Land Surveyor, License No. 20200049, on the 21st day of October, 2008.

This description was written from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey.



A handwritten signature in black ink, appearing to read "Clayton J. Hogston", written over a horizontal line.