



ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

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

Issuing Agent: Metropolitan Title of Indiana, LLC
Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825
Issuing Office File Number: 4035-288623
Property Address: 1837 Ida Avenue, Allen County, IN
Revision Number:



SCHEDULE A

1. Commitment Date: July 23, 2026 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Homeowner's (Eagle) Policy
Proposed Insured: To Be Determined
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy
Proposed Insured: TBD - Lender, its successors and/or assigns that are defined as an insured in the Conditions of the policy, as their interests may appear
Proposed Amount of Insurance: \$500.00
The estate or interest to be insured: See Item 3 below
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:

TDM Rental Properties, LLC
5. The Land is described as follows:

Situated in the County of Allen, State of Indiana, is described as follows:

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First American

**Commitment for Title Insurance
Indiana - 2021 v. 01.00 (07-01-2021)**

Lot Number 175, Block 10, Section J, North Highlands Addition, as recorded in Plat Record 17, page 24, as recorded in the Office of the Recorder of Allen County, Indiana.

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Form 50115218 (8-11-22)

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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. 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 forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form 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 or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
6. Indiana state law, effective July 1, 2023, 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.

7. 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.
8. 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 unless otherwise instructed.
9. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
10. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

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11. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
12. By virtue of I.C. 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 a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
13. 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 transaction in which the title insurance company or its authorized agent acts as the settlement agent. Residential transactions, the closing protection letters are mandatory and must be issued to each party.

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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. 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 Commitment.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements or claims of easements, not recorded in 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 recorded in the Public Records.
6. Any reappraisal, adjustment, and/or escape taxes which may become due by virtue of any action of the Tax Assessor, Tax Collector, or Board of Equalization.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. All taxes for the year (year of closing) and subsequent years, which are liens, but are not yet due and payable.
9. 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. There may be leases, grants, exceptions or reservations of interests that are not listed.

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10. Real estate taxes assessed for the year 2025 are due in two installments payable May 10, 2026 and November 10, 2026:

Parcel No.: 02-07-34-332-002.000-074

May Installment of \$1,212.92 shows paid

November Installment of \$1,212.92 shows unpaid

Tax Year:	Current Year 2025 due 2026
Land:	\$29,600.00
Improvements:	\$78,200.00
Homeowners Exemption:	\$0.00
Supplemental Homestead:	\$0.00
Other Exemption:	\$6,468.00 (2% Deduction)

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2026 due in May and November, 2027.

11. Submit to the Company the Operating Agreement, including any amendments thereto, of TDM Rental Properties, LLC, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

12. If the Articles of Organization do not appoint a Manager, the Company requires a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed or Mortgage and appointing an individual to sign the Limited Liability Company Warranty Deed or Mortgage.
13. Rights of tenants, if any, under any unrecorded leases.
14. 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 Document recorded as Plat Record 17, page 24.
15. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
16. Charges or assessments, if any, described herein, by reason of the establishment and creation of the Homeowners Association.

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NOTE: For informational purposes only and same to be omitted from the final policy, when issued:

The following are the vesting deed of record and all of the deeds, if any, affecting the Land recorded within 36 months preceding the Commitment Date hereof:

VESTING DEED

Grantor:	Thomas A. Meyer and Debra A. Meyer, husband and wife
Grantee:	TDM Rental Properties, LLC
Date of Recording:	September 9, 2024
Recorded:	Instrument No. 2024044785
Grantor:	Robert J. Van Scoder and Tracey L Van Scoder, husband and wife
Grantee:	Thomas A. Meyer and Debra A. Meyer, husband and wife
Date of Recording:	June 16, 2003
Recorded:	Instrument No. 203060062

NOTE: The final Loan Policy will include the following Endorsements upon compliance with the Company's issuing standard:

Restrictions, Encroachments, Minerals - Loan Policy Endorsement (ALTA 9)
Environmental Protection Lien Endorsement (ALTA 8.1)

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APPROVALS, AFFIDAVITS, RESTRICTIONS, LIMITATIONS & PROTECTIVE COVENANTS OF

NORTH HIGHLANDS ADDITION TO THE CITY OF FORT WAYNE, INDIANA

The Metropolitan Mortgage Service, Inc. of Fort Wayne, Indiana, by its duly authorized officers, George S. Brown, and its Secretary Myrtle L. Humphill, being the owners of a part of the east half of the southwest quarter and part of the west half of the southeast quarter of Section 34, Township 31 North, Range 12 East, described more particularly as follows: Block 4 and Block 5 as recorded in the plat of North Highlands Addition to the City of Fort Wayne in Plat Book 9, page 76 in the office of the Recorder of Allen County, Indiana; excepting therefrom the portion of said blocks heretofore included in the plat of North Highlands Addition, Section 17, blocks 11 and 12, recorded in Plat Book 9, page 76 in the office of said Recorder; together with all those streets and parts of streets bordering upon the above named blocks and/or parts of blocks, and extending to the fore-and street center lines, as vested by Decretory Judgments No. 647-1931 and Nos. 703-1938, of the Board of Public Works; and, together with all easements, parts of easements, alleys and parts of alleys, as vested by decrees of Allen Circuit Court, and recorded in Miscellaneous Record 83, page 108, in the office of the Recorder of said County; and described by notes and bounds as follows: Beginning at a point located at the intersection of the north line of Cherokee Road and the east line of Tyler Ave., that is in a easterly direction on the north line of Cherokee Road a distance of 555 feet to a point located within North Highland Boulevard the same being located 143.1 feet east of the point of curvature as previously established in the original layout of North Highlands Addition as recorded in Plat Book 9, page 76; thence north making an included angle of 66°-16' a distance of 60.3 feet; thence north making an included angle of 198°-20' a distance of 79.1 feet; thence in a northeasterly direction making an included angle of 181°-19' a distance of 127.3 feet; thence northeasterly making an included angle of 94° the same being within the right-of-way of Huffman Street a distance of 116.3 feet; thence continuing northeasterly making an included angle of 183°-20' a distance of 86.7 feet; thence continuing northeasterly making an included angle of 180°-24' a distance of 102.8 feet; thence southeasterly within the right-of-way of Ida Ave. making an included angle of 101°-28' a distance of 114.6 feet; thence continuing southeasterly making an included angle of 109°-10' a distance of 94 feet; thence continuing southeasterly making an included angle of 184°-28' a distance of 44.7 feet; thence continuing southeasterly making an included angle of 198°-24' a distance of 77.1 feet; thence westerly making an included angle of 166°-21' a distance of 169.9 feet to a point on the east line of Tyler Ave; thence in a westerly direction making an included angle of 89°-59' a distance of 308 feet to the point of beginning. All the points referred to and as established in the above description on Ida Ave., Huffman Street, and North Highland Boulevard are located within the center of right-of-way as platted, do hereby subdivide and plat the foregoing parcels of land into section, blocks, lots and streets to be known as

NORTH HIGHLANDS ADDITION SECTION J BLOCK 10

an addition to the City of Fort Wayne, Indiana, all in accordance with the plat and subject to the restrictions and limitations as noted below.

State of Indiana, County of Allen, I, George S. Brown, Secretary of Metropolitan Mortgage Service, Inc., do hereby certify that the above described plat of North Highlands Addition, Section J, Block 10, was duly filed for record in the office of the Recorder of Allen County, Indiana, on the 14th day of February, 1947, and acknowledged the execution of the same before me on the 14th day of February, 1947.

My Commission Expires April 1, 1947.

The undersigned, Civil Engineer registered as provided by an Act of the 72nd General Assembly of the State of Indiana, do hereby certify that he has surveyed the lots in the above described North Highlands Addition Section J, an addition to the City of Fort Wayne, Indiana, and, in conformity with the records in the office of the County Recorder, Court House, Fort Wayne, Indiana, and in conformity to the true and established lines of the property above described. The lots are numbered from 168 to 181 inclusive, and the block number 10, and the dimensions are noted in feet and decimal parts of a foot. Certified correct this 14th day of February, 1947.

Approved Board of Public Works

John H. Johnson

Date December 12, 1946

John H. Johnson

City Engineer

John H. Johnson

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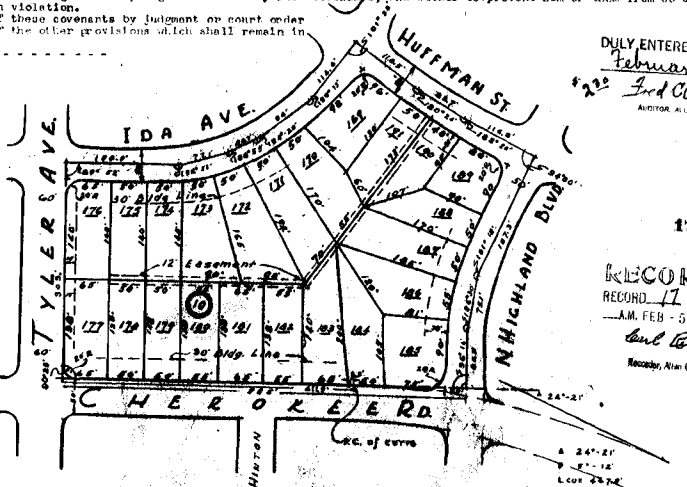
John H. Johnson

John H. Johnson

John H. Johnson

RESTRICTIONS, LIMITATIONS AND PROTECTIVE COVENANTS FOR NORTH HIGHLANDS ADDITION SECTION J BLOCK 10

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted, to occupy any residential building plot other than one detached single family dwelling not to exceed 2-1/2 stories in height, and a private garage not more than two cars.
2. No building including porches, open or glazed, but excluding terraces shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than the front set back by a line shown on the plat. No building excepting a garage or other out building located on the rear one-third of any residential lot shall be located nearer than 150 feet to any side lot line. No residence or attached appendage shall be erected on any residential lot farther than 16 feet back of the building set back lines as established herein.
3. No single family dwelling shall be placed or erected on any lot having an area of less than six thousand square feet, nor a width of the front building set back line of less than 45 feet.
4. No noxious or offensive trade or commercial activity may be carried on on any lot.
5. No persons or any race other than the white race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.
6. No trailer, basement, tent, shack, garage, barn or other out building, on any lot, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
7. No dwelling shall be permitted on any residential lot, the ground floor area of which, exclusive of one-story open porches and garages, is less than seven hundred twenty square feet in the case of a one-story structure; or less than five hundred twenty square feet in case of a two-story and one-half and two story structures.
8. An easement upon, under, and over, the real six feet of arch and all lots and the 6 foot side lines of all corner and adjoining lots, as the Recorded Sub-division Plat is reserved for the construction, installation and maintenance of sewers, conduits, pipe lines, electrical lines, and other utility for the benefit and use of said lots.
9. The foregoing covenants shall run with the land, and shall be binding on all parties, and all the persons claiming thereunder, their heirs, assigns, and all those claiming under them, and shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.
10. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, the said parties shall be liable to the other parties or persons owning any real property situated with this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.
11. Violation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



DULY ENTERED FOR TAXATION
February 4th 1947

John H. Johnson
Auditor, Allen County, Indiana

RECORDED
RECORD 11 PAGE 24
A.M. FEB - 5 1947 P.M.

John H. Johnson
Recorder, Allen County, Ind.

NORTH HIGHLANDS ADDITION
SEC. J
BLOCK 10