

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Tulip Tree Title
Issuing Office: 56 E Main Street, Wabash, IN 46992
Issuing Office's ALTA® Registry ID: 1067227
Loan ID Number:
Commitment Number: ST-2026-88-OL
Issuing Office File Number: ST-2026-88-OL
Property Address: 103 College St., Warren, IN 46792
Revision Number:

1. **Commitment Date:** September 22, 2026 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy

Proposed Insured:

(b) 2021 ALTA® Loan Policy

Proposed 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:**

Raymond D. Holzheuer and Beverly J. Holzheuer, as Co-trustees of the Raymond D. Holzheuer and Beverly J. Holzheuer Joint Trust

5. **The Land is described as follows:**

Lots No. 42 and 43 in Vestal C. Shaw's First Addition to the Town of Warren, Indiana.

ALSO

Part of Vacated Alley as described in Ordinance 2005-1 dated February 28, 2005 and recorded November 13, 2006 as Instrument Number 2006006594.

STEWART TITLE GUARANTY COMPANY

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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Authorized Countersignature

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Requirements

File No.: ST-2026-88-OL

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.
 - a. We must be furnished a copy of the trust instrument under which the current owner holds title.
 - b. Terms and provisions of the trust under which title is held.
5. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
6. Pay the full consideration to, or for the account of, grantors or mortgagors
7. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Disclosure of Sales Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.
9. 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.
10. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2, and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

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ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: ST-2026-88-OL

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. 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 or 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 by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. **Taxes** for the Year 2025, each half for \$1,783.00, due and payable in May and November, 2026; assessed in the name of Raymond D. Holzheuer and Beverly J. Holzheuer Joint Trust; Parcel No. 35-12-29-200-035.700-017; BRIEF LEGAL DESCRIPTION: SHAWS ADD LOT 43 & PT VAC ALLEY
May installment \$1,783.00; PAID
November installment \$1,783.00; UNPAID
Value of Land - \$11,600;
Value of Improvements - \$166,700;
Exemptions - \$10,698 2% DEDUCTION;
8. **Taxes** for the Year 2025, each half for \$58.00, due and payable in May and November, 2026; assessed in the name of Raymond D. Holzheuer and Beverly J. Holzheuer Joint Trust; Parcel No. 35-12-29-200-035.800-017; BRIEF LEGAL DESCRIPTION: SHAWS ADD LOT 42 & PT VAC ALLEY
May installment \$58.00; PAID
November installment \$58.00; UNPAID
Value of Land - \$5,800;
Value of Improvements - \$0.00;
Exemptions - \$348 2% DEDUCTION;

The Company assumes no liability for the accuracy of the amount of any exemptions affecting the property or the value of the land and improvements as shown herein. The property owner/purchaser is responsible for filing any property exemptions, credits or deductions.

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IN ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

This commitment/policy does not insure against any loss or damage arising out of subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.

9. Taxes for the year 2026 due and payable in 2027 amount not yet determined.
10. Ordinance 2005-1 an Ordinance Vacating a certain undeveloped alley located within the town of Warren, Indiana dated February 28, 2005 and recorded November 13, 2006 as Instrument Number 2006006594.
11. Covenants, conditions and restrictions contained in the plat of Vestal C. Shaw but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
12. Subject to taxes or special assessments which are not shown as existing liens by the public records.
13. 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.
14. Ten Year Judgment search has been made versus Raymond D. Holzheuer and Beverly J. Holzheuer, husband and wife, jointly and not as individuals, and NONE FOUND.
15. Ten Year Judgment search has been made versus Raymond D. Holzheuer and Beverly J. Holzheuer Joint Trust, and NONE FOUND.

NOTE: This Company does not insure as to UCC's filed with the Secretary of State. (If a search of the Secretary of State Office for UCC's is required, please contact this office for further details.)

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 closings occurring on or after July 1, 2006.

Note: Any documents that require a preparation statement and are executed or acknowledged in Indiana must contain the following affirmation statement required by IC 36-2-11-15: I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (Name)

Note: Indiana Code 27-7-3.7-1 et seq. Concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, 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 real estate broker licensed under IC 25-34.1. Personal checks exceeding \$500.00 will not be accepted.

NOTE: Effective July 1, 2013, SEA 370 requires title companies acting as a settlement or closing agent to issue a

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Exceptions

closing protection letter for a fee to a lender, borrower, buyer and seller in residential real estate transactions in which a title policy is to be issued. The closing protection letter provides coverage against any loss of settlement funds (under the terms and provisions of the closing protection letter) that results from: 1) theft or misappropriation of settlement funds; and 2) failure to comply with written closing instructions agreed to by the title company to the extent that items (1) and (2) relate to the status of title to or the validity, enforceability and priority of the lien of the mortgage on the party's interest in the land.

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: If there is ANY information you become aware of that is different than as shown on commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTY, ETC.), you MUST contact us PRIOR TO CLOSING. We reserve the right to make additional requirements/exceptions based upon the new information obtained.

Subject to examination of proposed insured purchaser(s).

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ORDINANCE 2005- 1
AN ORDINANCE VACATING A CERTAIN UNDEVELOPED ALLEY
LOCATED WITHIN THE TOWN OF WARREN, INDIANA

WHEREAS, on the 24 day of January, 2005, the Town of Warren filed a petition to vacate a certain undeveloped alley, all of which is located within the Town of Warren, Indiana and more particularly described as follows:

The undeveloped alley lying between Parcel Numbers 0210036900, 0210047200, 0210047100, 0210047000, 0210063200, 0210063100, 0210070500, 0210035800, 0210035700, 0210073900, 0210050400, 0210053400, 0210010100 and Parcel Numbers 0210002500, 0210081400, 0210081500, 0210082400, 0210082500, and running parallel to College Street and perpendicular to 3rd Street and Jefferson Street, all in Warren, Indiana, and more particularly described as follows:

BEGINNING at the northwest corner of Parcel Number 0210036900 (owned of record by Harlan and Noreen Moriarity); then in a southerly direction along the western boundaries of Parcel Numbers 0210036900, 0210047200, 0210047100, 0210047000, 0210063200, 0210063100, 0210070500, 0210035800, 0210035700, 0210073900, 0210050400, 0210053400, 0210010100, to the intersection of the western boundary of Parcel Number 0210010100 (owned of record by Andy Jockheck) extended and the northern right-of-way of Jefferson Street; then west along the northern right-of-way of Jefferson Street to the intersection of that northern right-of-way of Jefferson Street with the eastern boundary of Parcel Number 0210082500 (owned of record by W.A.R.R.E.N, Inc.) extended; then in a northerly direction along the eastern boundaries of Parcel Numbers 0210002500, 0210081400, 0210081500, 0210082400, 0210082500, to the intersection of that eastern boundary of Parcel Number 0210002500 (owned of record by Juana Clapper) extended and the southern right-of-way of 3rd Street; then east along that southern right-of-way of 3rd Street to the point of beginning, containing approximately 10,845 square feet.

WHEREAS, appropriate notice has been given, and a public hearing has been held within thirty (30) days after the filing of that petition, all in the manner provided by law; and

WHEREAS, no remonstrances to the proposed vacation have been filed or raised and the matter is now properly before the Council for action, all pursuant to applicable law.

NOW THEREFORE, THIS COUNCIL FINDS that the vacation petitioned for would not:

1. make access to any other parcels of land impossible;
2. eliminate the public's access to a church, school or other public building or place;
3. hinder the growth or orderly development of the Town of Warren, Indiana;
4. hinder the use of any street, alley or public way;
5. be of any detriment to the health, safety and general welfare of the citizens of the Town of Warren, Indiana.

FILED

NOV 13 2006

AUDITOR
HUNTINGTON COUNTY, IN

Town of Warren

613

1586

JAB

Box

NOW, THEREFORE, BE IT ORDAINED that the alley as described above is hereby vacated.

BE IT FURTHER ORDAINED that the Clerk-Treasurer is directed to furnish a copy of this Ordinance to the County Auditor and County Recorder for recording as provided by applicable law, which shall be conclusive evidence of the vacation of the alley as described in this Ordinance.

So ordained this 28 day of ^{FEBRUARY}~~January~~, 2005.

TOWN COUNCIL OF THE TOWN OF WARREN, INDIANA

By Harold Jones as Council
(Harold Jones) President

By Ronald D. Neff as Council
(Ronald D. Neff) Member

By William Cartwright as Council
(William Cartwright) Member

By David C. Scheib as Council
(David C. Scheib) Member

ATTEST:

Marilyn J. Morrison
(Marilyn J. Morrison) Clerk-Treasurer

"I affirm, under the penalties for perjury, that I have taken
reasonable care to redact each Social Security number in
this document, unless required by law
Marilyn Morrison

Section line between 20 & 29 - S 26 N 78 106 - N 86° E

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