# COMMITMENT FOR TITLE INSURANCE
**Issued by**
**ESSENT TITLE INSURANCE, INC.**

**Transaction Identification Data:**
Issuing Agent: Heritage Parke Title, LLC
Issuing Office: 102 Heritage Pkwy, Nappanee, IN 46550-1156
Issuing Office's ALTA® Registry ID: 1115221
Loan ID No.:
Commitment No.: 260359
Issuing Office File No.: 260359
Property Address: W 675 N, Leesburg, IN 46538

## SCHEDULE A

1. Commitment Date: August 20, 2026 at 08:00 AM

2. Policy to be issued:

   a. ALTA Owner's Policy 2021
   Proposed Insured: TBD
   Proposed Amount of Insurance: TBD
   The estate or interest to be insured: Fee Simple

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:

   Polk Family Farms Inc., an Indiana corporation

5. The Land is described as follows:

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Essent Title Insurance, Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## SCHEDULE A
(Continued)

The East Half (1/2) of the Northeast Quarter of Section Seven (7), Township thirty-three (33) North, Range Six (6) East, less and excepting therefrom the following described tract:

A tract of land located in the East one-half (V2) of the Northeast Quarter of Section Seven (7), Township Thirty-Three (33) North, Range Six (6) East, Plain Township, Kosciusko County, Indiana and containing 28.67 acres, more or less, more particularly described as follows:

Beginning at a PK nail, in County Road 700 North, at the Northwest corner of the East one-half (12) of said Northeast Quarter; thence North 90 degrees, 00 minutes, 00 seconds East (assumed bearing), along the North Line of said Northeast Quarter and along County Road 700 North, 686.48 feet to a 5/8 inch iron bar at the intersection of the center lines of said County Road 700 North and Summy Road; thence South 00 degrees, 53 minutes, 04 seconds West, along Summy Road , 1837.64 feet to a 5/8 inch iron bar; thence South 90 degrees, 00 minutes, 00 seconds West, 673.06 to a 5/8 inch iron bar on the West Line of the East one-half ('/2) of said Northeast Quarter; thence North 00 degrees, 27 minutes, 58 seconds East, along said West Line, 1837.48 feet to the point of beginning, subject to all legal highways and easements of record.

Heritage Parke Title, LLC

Stephanie J. Douwsma

_____
Stephanie J. Douwsma, Authorized Signatory

**ESSENT TITLE INSURANCE, INC.**

Essent Title Insurance, Inc. CORPORATE SEAL 2021 COMMONWEALTH OF PENNSYLVANIA

Mark A. Casale

Mark A. Casale, President/CEO

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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. Instrument in insurable form which must be properly executed, delivered and duly
   a. Warranty Deed from Fee Owner(s) to Proposed Insured Owner(s)
   b. Mortgage securing loan of Proposed Insured Mortgagee, if any
   c. Release(s) of Mortgage(s) as shown in Schedule B, II, if any

6. Effective July 1, 2009, IC 27-7-3.7 concerning Good Funds in real estate transactions requires funds from any party to the transaction in amounts over $10,000.00 to be in the form of an irrevocable wire transfer. Funds in an amount less than $10,000.00 must be Good Funds in accordance with IC 27-7-3.7.

7. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless it includes the following 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)." Indiana Code Section 36-2-11-15.

8. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

9. By virtue of Indiana Code 27-7-3.6, a fee of $5.00 will be collected from the purchaser of each policy for each policy issued in conjunction with a closing on or after July 1, 2006. The fee should be designated as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

10. Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-213) requires title companies to charge a fee for closing protection letters in real estate transactions in which a title insurance company or its authorized agents is 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.



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AMERICAN LAND TITLE ASSOCIATION

## SCHEDULE B, PART I
(Continued)

11. We must be provided with a copy of the Certificate and Articles of Incorporation for Polk Family Farms Inc., an Indiana corporation stating that it is an established corporation in the State of Indiana.

12. We must be provided with written consent or resolution of Managers, if manager managed then manager written consent, of persons authorized to sign.



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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. 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 record.

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 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 shown by the public record.

6. Taxes or special assessments which are not shown as existing liens by the public records.



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AMERICAN LAND TITLE ASSOCIATION

7. Taxes for the year 2025 payable in 2026 are as follows:
Parcel Number: 43-07-07-100-068.000-016
Township: Plain
Assessed in the name of: Polk Family Farms Inc
Legal: 029-025-001.A Pt E 1/2 Ne 7-33-6 51.33A Per Calc

| | |
|---|---|
| Spring Installment | $340.40 - PAID |
| Fall Installment | $340.40 - PAID |
| | |
| Assessed Valuations: | 2025-2026 |
| Land | $64100 |
| Improvements | $0 |
| | |
| Exemptions (Homeowners) | $0 |
| Exemptions (Supp. HC) | $0 |
| Exemptions (OTHER) | $3846 |
| Net Valuations | $60254 |

Taxes for the year 2026 are now a lien but are not due and payable until 2027

8. Ditch assessment for the Coppess Ditch, Parcel No. 518 in the amount of $15.35 each installment. Spring Installment-PAID, Fall Installment-PAID

9. Right-of-way of 100 W along the West side of said tract.

10. Right-of-way of 100 W along the East side of said tract.

11. Right-of-way of 675 N along the North and South side of said tract 2. **(CR 675 N is running between Tract 2)**

12. Riparian rights are neither guaranteed nor insured; riparian or littoral rights of others in and to the ditch, stream or other body of water on, or through, the insured real estate described herein.

13. Rights of way for drainage tiles, feeders and laterals, if any.

14. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.



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