



**Transaction Identification Data for reference only:**

Issuing Agent: Assurance Title Company, LLC  
Issuing Office: 102 E Main St., Albion, IN 46701  
ALTA® Universal ID: 1125584  
Loan ID Number:  
Issuing Office File Number: 23-557  
Commitment Number: 23-557  
Revision Number:  
Property Address: 5000 N Elder Rd, Larwill, IN 46764

**SCHEDULE A**

1. Commitment Date: 01/16/2023 at 8:00 AM

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy \$1.00

PROPOSED INSURED: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

St. Nick, LLC., an Indiana Limited Liability Company

5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By: Jamie McKenzie  
Jamie McKenzie, License #: 3388018  
**Authorized Signatory**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. 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.*

**ALTA Commitment for Title Insurance 8-1-16**

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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. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Certificate, executed by a member of St. Nick, LLC naming the member(s) who is/are authorized to execute the required documents. Said certificate must further state that the transaction is not prohibited by the Limited Liability Company's Articles of Organization as amended or corrected, that the transaction is consistent with the Limited Liability Company's usual business or affairs and is in accordance with the provisions of the written operating agreement, if any.
7. Duly authorized and executed Deed from St. Nick, LLC., an Indiana Limited Liability Company, to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below, to be executed and recorded at closing.
8. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. Release of the insured property from the Mortgage dated June 29, 2018 and recorded on August 7, 2018 as Instrument #2018080084 in the official records of Whitley County Recorder, to be paid with proceeds of loan and released in the original principal amount of \$ [REDACTED] from St. Nick, LLC., an Indiana Limited Liability Company to Lake City Bank.

NOTE: The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.

11. Release of Assignment of Rents from St. Nick LLC to Lake City Bank, dated June 29, 2018 and recorded August 7, 2018 as Instrument No. 2018080085.

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12. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes for 2021 payable 2022  
Parcel No. 030-021-00005700  
Tax Unit of Etna Troy  
State ID No. 92-02-07-000-201.000-005  
May 10 \$1,185.68 PAID  
November 10 \$1,185.68 PAID  
Assessed Valuation: Land \$102,900 Improvements \$57,100  
Exemptions \$0
8. Annual assessment of \$8.46 for maintenance of Elder A Drain 2022,  
May 10 \$4.23 PAID, November 10 \$4.23 PAID.
9. Annual assessment of \$106.00 for maintenance of Whitely Co Solid Waste 2022,  
May 10 \$53.00 PAID, November 10 \$53.00 PAID.
10. Taxes for 2023 due and payable 2024, and subsequent taxes.

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11. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
12. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
13. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
14. Right of way for drainage tiles, feeders and laterals, if any.
15. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
16. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
17. The Land shall not be deemed to include any house trailer, manufactured home, mobile home, mobile dwelling or camper on the land.
18. This commitment has been issued without a judgment search being made against the name insured.

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**EXHIBIT A**  
**Property Description**

Issuing Office File No.: 23-557

Part of the South half of the Southeast Quarter of Section 7, Township 32 North, Range 8 East, Whitley County, Indiana, more particularly described as follows, to wit:

Beginning at a 5/8-inch iron pin capped "Walker" found at the Southeast corner of said Southeast Quarter; thence South 86 degrees 07 minutes 00 seconds West (adjoiner's deed bearing and used as the basis of bearings for this description), on and along the South line of said Southeast Quarter, a distance of 1421.70 feet to an iron pin found at the Northeast corner of the Plat of Bear Creek, as recorded in Document Number 2008050272 in the records of Whitley County, Indiana; thence continuing South 86 degrees 07 minutes 00 seconds West, on and along said South line, also being on and along the North line of said Plat of Bear Creek, a distance of 70.00 feet to a Mag spike found at the Southeast corner of the Plat of John Blakley as recorded in Document Number 2018040297 in said records; thence North 16 degrees 40 minutes 00 seconds East, on and along the East line of said Plat of John Blakley, a distance of 569.10 feet to a 5/8-inch iron pin capped "Walker" found at the Northeast corner of said Plat of John Blakley; thence South 85 degrees 22 minutes 00 seconds West, on and along the North line of said Plat of John Blakley, a distance of 880.81 feet to a 5/8-inch pin capped "Walker" found at the Northwest corner of said Plat of John Blakley, said iron pin being on the East line of a certain one acre tract of land as recorded in Document Number 94-12-396 in said records; thence North 05 degrees 05 minutes 55 seconds West, on and along said East line, a distance of 93.50 feet to an iron pin found at the Northeast corner of said one acre tract of land; thence South 83 degrees 28 minutes 05 seconds West, on and along the North line of said one acre tract of land, a distance of 241.40 feet to a 5/8-inch iron pin capped "Walker" found at the Northwest corner of said one acre tract of land; thence South 05 degrees 05 minutes 55 seconds East, on and along the West line of said one acre tract of land, a distance of 180.50 feet to the Southwest corner of said one acre tract of land, said corner being situated North 83 degrees 28 minutes 05 seconds East, a distance of 20.0 feet from a 5/8-inch iron pin capped "Walker", said corner also being on the North line of a certain 6.099 acre tract of land as recorded in Document Number 2014100514 in said records; thence South 83 degrees 28 minutes 05 seconds West, on and along said North line, a distance of 213.46 feet to a 5/8-inch iron pin capped "Walker" found at the Northwest corner of said 6.099 acre tract of land, said iron pin being on the West line of said Southeast Quarter, said iron pin also being situated North 00 degrees 56 minutes 47 seconds West, a distance of 413.90 feet from a 5/8-inch iron pin capped "Walker" found at the Southwest corner of said Southeast Quarter; thence North 00 degrees 56 minutes 47 seconds West, on and along said West line, a distance of 898.26 feet to a Mag spike at the Northwest corner of the South half of said Southeast Quarter; thence North 86 degrees 00 minutes 13 seconds East, on and along the North line of the South half of said Southeast Quarter, a distance of 2662.11 feet to an iron pin found at the Northeast corner of the South half of said Southeast Quarter; thence South 00 degrees 16 minutes 35 seconds East, on and along the East line of said Southeast Quarter, a distance of 1318.30 feet to the point of beginning, containing 65.07 acres of land more or less, subject to legal right-of-way for Elder Road, subject to all legal drain easements and all other easements of record.

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## CHAIN OF TITLE

The only conveyances affecting said land, constituting a twenty-four (24) month chain of title, are as follows:

1. John Blakley to St. Nick, LLC., an Indiana Limited Liability Company by deed dated 06/29/2018 and recorded on 08/07/2018 as Instrument Number 2018080083 in the Official Records of the Whitley County Recorder.

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