

Cover page for:

Preliminary Title Insurance Schedules **(with copies of recorded exception documents)**

Preliminary title insurance schedules prepared by:

Metropolitan Title of Indiana, LLC

(File Number: 4054-231453)

Auction Tracts 2, 3 & 4 **(Kosciusko County, Indiana)**

Note: The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers shown in the auction brochure. The tract numbers are cross-referenced in the table below.

Auction Tract Numbers:	Title Company's Tract Numbers:
Tract 2	TRACT II
Tracts 3 & 4	TRACT I

For September 5, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

J. Barton Culver, et al.



First American

Commitment

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4054-231453

COMMITMENT FOR TITLE INSURANCE

**Issued By Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company
NOTICE**

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as Issuing Agent for First American Title Insurance Company

File No: 4054-231453

Transaction Identification Data for reference only:

Issuing Agent: Metropolitan Title of Indiana, LLC

Issuing Office: 9604 Coldwater Road, Fort Wayne, IN 46825

Commitment No.: 4054-231453

Issuing Office File No.: 4054-231453

Property Address: CR 800 N, North Webster, IN 46555

Revision:

Printed Date: 07/11/2023

SCHEDULE A

1. Commitment Date: July 03, 2023 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500.00
 - (B) ALTA Loan Policy (6-17-06)
Proposed Insured: TBD - Lender, its successors and/or assigns as defined in the Conditions of the policy, as their interests may appear.
Proposed Policy Amount: \$500.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

J. Barton Culver

5. The Land is described as follows:

See Schedule C attached hereto and made a part hereof



Issued By: Metropolitan Title of Indiana, LLC
For questions regarding this commitment contact;
(877)269-7670 or fax to (877)270-0534
9604 Coldwater Road
Fort Wayne, IN 46825

INSURANCE FRAUD WARNING by First American Title Insurance Company: 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.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4054-231453

Commitment No.: 4054-231453

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 interest to the insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, and recorded in the Public Records.
5. 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.
6. 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.
7. 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).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. 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.
10. 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.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4054-231453

11. 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. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. 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.
13. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4054-231453

Commitment No.: 4054-231453

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. 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 Record 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.

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7. Real estate taxes assessed for the year 2022 are due in two installments payable May 10, 2023 and November 10, 2023:

Parcel No.: 43-08-03-100-009.000-023 (TRACT I)

May Installment of \$4,296.69 PAID

November Installment of \$4,296.69 UNPAID

Tax Year: Current Year 2022 due 2023

Land: \$220,000.00

Improvements: \$629,400.00

Homeowners Exemption: \$0

Mortgage Exemption: \$0

Supplemental Homestead: \$0

Other Exemption: \$0

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 2023 due in May and November, 2024.

8. Isiah Kuhn Drainage/Ditch Assessment: Parcel No.: 43-08-03-100-009.000-023 For the year: 2023; May installment of \$14.92 PAID; November installment of \$14.92 UNPAID. (TRACT I)

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9. Real estate taxes assessed for the year 2022 are due in two installments payable May 10, 2023 and November 10, 2023:

Parcel No.: 43-08-03-100-841.000-023 (TRACT II)

May Installment of \$29.34 PAID

November Installment of \$29.34 UNPAID

Tax Year: Current Year 2022 due 2023

Land:	\$5,800.00
Improvements:	\$0
Homeowners Exemption:	\$0
Mortgage Exemption:	\$0
Supplemental Homestead:	\$0
Other Exemption:	\$0

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 2023 due in May and November, 2024.

10. Annual assessment for the maintenance of the Isiah Kuhn Ditch due May 10, 2023, in the amount of \$25.00 PAID.
Note: Subsequent assessments as required. (TRACT II)
11. Annual assessment for the maintenance of the Turkey Creek Ditch, shows none due at this time.
Note: Subsequent assessments as required. (TRACT II)
12. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
13. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
14. Easement for utilities and incidental purposes granted to United Telephone Company of Indiana as recorded November 18, 1994 in Instrument No. 94110715. (TRACT I)
15. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
16. 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.

NOTE: Survey recorded in Instrument No. 98061862. (TRACT II)

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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: Phillip Kern and Gloria Jean Kern, husband and wife
Grantee: J. Barton Culver
Date of Recording: February 18, 1994
Recorded: Instrument No. 94020891 (TRACT I)

Grantor: Phillip E. Herr and Kim Herr, husband and wife
Grantee: J. Barton Culver
Date of Recording: June 10, 1998
Recorded: Instrument No. 98060751 (TRACT II)

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 9-06)
Environmental Protection Lien Endorsement (ALTA 8.1-06)

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First American

Schedule C

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4054-231453

Commitment No.: 4054-231453

The land referred to in this Commitment, situated in the County of Kosciusko, State of Indiana, is described as follows:

TRACT I:

A part of the West Half (W1/2) of the Northeast Quarter (NE1/4) of Section 3, Township 33 North, Range 7 East, Tippecanoe Township, Kosciusko County, Indiana and being more particularly described as follows, to-wit: Commencing at the Northwest corner of the West Half of the Northeast Quarter of Section 3, Township 33 North, Range 7 East, Tippecanoe Township, Kosciusko County, Indiana (being a found railroad spike); thence running North 89 degrees 57 minutes 36 seconds East (calculated) along the North line of said Northeast Quarter, a distance of 190.86 feet (calculated) (Record 191.0 feet) to a point located on the centerline of State Highway/Road Numbered 13 (being a found railroad spike); thence running South 89 degrees 53 minutes 02 seconds East (calculated) along said North line, a distance of 40.0 feet (calculated and record) to a point located on the East right-of-way line of said State Highway/Road Numbered 13 and the Point of Beginning of this description (being a set P.K. nail); thence continuing South 89 degrees 53 minutes 02 seconds East (calculated) along said North line, a distance of 418.04 feet (calculated) to the Northwest corner of Deed Record 348, Page Numbered 560 as recorded in the Office of the Recorder of Kosciusko County, Indiana (being a found railroad spike); thence running South 0 degrees 01 minutes 01 seconds West (calculated) along the West line of said Deed Record 348, Page Numbered 560, a distance of 500.00 feet (calculated and record) to the Southwest corner of said Deed Record (being a set capped iron rod); thence running South 89 degrees 58 minutes 52 seconds East (calculated) along the South line of said Deed Record 348, Page Numbered 560, a distance of 174.23 feet (calculated) (Record-174.24 feet) to the Southeast corner of said Deed Record 348, Page Numbered 560 (being a found iron rod); thence running South 0 degrees 07 minutes 35 seconds West (calculated), a distance of 1219.69 feet (calculated) (being a set capped iron rod); thence running South 88 degrees 17 minutes 14 seconds West (calculated), a distance of 610.67 feet (calculated) to a point located on the East right-of-way line of said State Highway/Road Numbered 13 (being a set capped iron rod); thence running North 0 degrees 41 minutes 26 seconds East (calculated) along said East right-of-way line of State Highway/Road Numbered 13, a distance of 1738.97 feet (calculated) to the aforementioned Point of Beginning, said to contain per deed 23.88 acres, more or less.

TRACT II:

Part of the Northeast Fractional Quarter of Section 3, together with part of the West Half of the Southeast Quarter of said Section 3, all being in Township 33 North, Range 7 East, Kosciusko County, Indiana, and all together being more particularly described as follows, to-wit: Commencing at a railroad spike found at the Northwest corner of said Northeast Fractional Quarter; thence North 89 degrees 36 minutes East (deed bearing and used as the basis for bearings), on and along the North line of said Northeast Fractional Quarter, a distance of 823.2 feet (recorded 823.4 feet) to a point situated 0.2 feet South of a railroad spike found at the Northwest corner of a certain tract of land as recorded in Deed Record 306, page 188 of the records of Kosciusko County, Indiana, said Northwest corner being the true Point of Beginning; thence continuing North 89 degrees 36 minutes East, on and along the North line of said Northeast Fractional Quarter, a distance of 100.0 feet to a railroad spike; thence South 00 degrees 22 minutes 20 seconds East, a distance of 420.0 feet to an iron pin; thence North 89 degrees 36 minutes East, a distance of 380.12 feet to an iron pin; thence South 00 degrees 22 minutes 20 seconds East, a distance of 1496.58 feet to a wood post found at the Northeast corner of the West Half of the Southeast Quarter of said

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Section 3; thence South 01 degrees 15 minutes 10 seconds East, on and along the East line of the West Half of said Southeast Quarter, a distance of 296.0 feet (recorded 308.05 feet) to an iron pin at the Northeast corner of a certain tract of land as recorded in Document Number 96-01-0091 of said records; thence South 86 degrees 59 minutes 20 seconds West, on and along the North line of said tract in Document Number 96-01-0091, being established by an existing line fence, a distance of 487.0 feet to an iron pin found at the Southeast corner of a certain tract of land as recorded in Deed Record 332, page 200 of said records; thence North 00 degrees 02 minutes 40 seconds East, on and along the East line of said tract in Deed Record 332, page 200, a distance of 197.05 feet (recorded 200 feet) to a bed rail post found at the Northeast corner of said tract, also being the Southeast corner of a certain tract of land as recorded in Deed Record 329, page 272, of said records; thence North 00 degrees 15 minutes 35 seconds West, on and along the East line of said tract in Deed Record 329, page 272, a distance of 193.2 feet to an iron pipe found at the Northeast corner of said tract in Deed Record 329, page 272, also being the Southeast corner of a certain tract of land as recorded in Deed Record 347, page 267, of said records; thence North 00 degrees 22 minutes 20 seconds West, on and along the East line of said tract in Deed Record 347, page 267, and on and along the East line of a certain tract of land as recorded in Document Number 94-02-0891 and the Northerly projection of said East line, a distance of 1424.49 feet to an iron pin at the Southwest corner of said tract in Deed Record 306, page 188; thence continuing North 00 degrees 22 minutes 20 seconds West, on and along the West line of said tract in Deed Record 306, page 188, a distance of 420.0 feet to the true Point of Beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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EASEMENT

Know all men by these presents, that

NAME J. Barton Culver
STREET 9847 East 600 North
CITY, STATE, ZIP North Webster, Indiana 46555

The Grantor(s)

In consideration of one dollar (\$1.00) and other valuable considerations received to his, her, their satisfaction from UNITED TELEPHONE COMPANY OF INDIANA, THE GRANTEE, an Indiana Corporation and public utility under the laws of the State of Indiana, hereby grant(s) and convey(s) unto said Grantee, its successor(s) and assignee(s) a perpetual alienable commercial utility easement to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its communications plant and systems including, but not limited to conduits, pedestals, poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, and appurtenances, as it may deem necessary, with the right of ingress to and egress from and over said premises situated in the Township of Tippecanoe, County of Kosciusko, State of Indiana, and being a part of NE Qtr Section(s) 3, Township 33N, Range 7E.

The easement herein granted shall be 20 feet in width and more fully described as follows:

Said easement may be further identified on exhibit "A" attached hereto and by this reference made a part thereof.

JAC CHEMICALS ARE NOT TO BE USED WITH OUT WRITTEN PERMISSION BY GRANTOR.
JAC SAID EASEMENT SHALL REVERT BACK TO GRANTOR AT SUCH TIME SAID EASEMENT IS ABANDONED BY UNITED TELEPHONE COMPANY OF INDIANA, INC.

Grantor(s) claims title to the above described property by virtue of deed recorded in Deed 94-02-0891 of the records of Kosciusko County, Indiana.

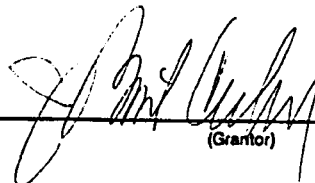
The easement and right of way hereby granted includes the perpetual right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said communications plant and systems.

The Grantor(s) herein retain(s) the right to use said lands for any and all other purposes, provided that such use does not interfere with nor impair the exercise of the easement herein granted.

The undersigned Grantors hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and that said real estate is free from all encumbrances, and that Grantors will warrant and defend the title to the said easement against all lawful claims. Grantors warrants that the above-described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

The parties hereto agree that the said perpetual easement is conveyed to the said grantee, its successor(s) and assignee(s) and it further is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

In WITNESS WHEREOF, the said Grantor(s) hereunto set their hand(s) this 27th day of October, 1994.

Signature: 
(Grantor)

Signature: _____
(Grantor)

Printed: J. BART CULVER

Printed: _____

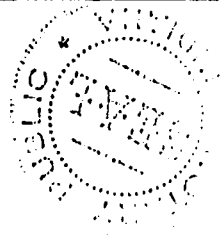
STATE OF INDIANA } SS:
Kosciusko County

Before me, a Notary Public in and for said County, personally appeared the above named J. Barton
Calver who acknowledged that he
did sign the within instrument and that the same is his, her, their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of Oct. A.D., 1994

(Signature) Jeanne A. Coldren
(Notary Public)
(Printed) Jeanne A. Coldren

My commission expires: August 11, 1997.
County of residence: Kosciusko



STATE OF INDIANA } SS:
_____ County

Before me, a Notary Public in and for said County, personally appeared the above named _____
_____ who acknowledged that _____
did sign the within instrument and that the same is _____ free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ A.D., 19____

(Notary Public)
(Printed) _____

My commission expires _____, 19 ____.

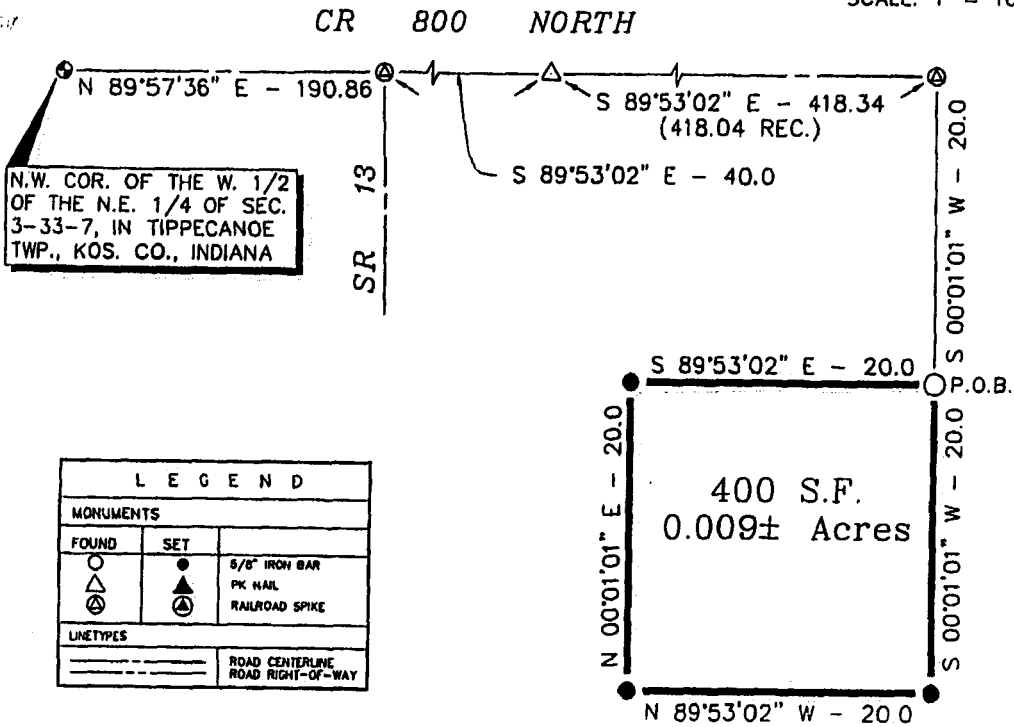
This instrument prepared by UNITED TELEPHONE COMPANY LEGAL DEPARTMENT

Duly Entored for Taxation
Subject to Final Acceptance
for Transfor this _____

NOV 18 1994
Patricia C. Brown
AUDITOR OF KOSCIUSKO COUNTY

94-11-0715
ALICE I. ANGLIN
RECORDER
KOSCIUSKO COUNTY
NOV 18 AM 10 31

SCALE: 1' = 10'



LEGEND		
MONUMENTS		
FOUND	SET	
○	●	5/8" IRON BAR
△	▲	PK NAIL
⊙	⊙	RAILROAD SPIKE
LINETYPES		
---	---	ROAD CENTERLINE
---	---	ROAD RIGHT-OF-WAY

LEGAL DESCRIPTION

A tract of land located in the West Half of the Northeast Quarter of Section 3, Township 33 North, Range 7 East, 2nd P.M., Tippecanoe Township, Kosciusko County, Indiana, containing 0.009 acres, more or less, more particularly described as follows:

Commencing at the Northwest corner of the West Half of the Northeast Quarter of said Section 3, said point being on the centerline of County Road 800 North; thence North 89 degrees 57 minutes 36 seconds East, along the North line of said Quarter and along said centerline, 190.86 feet (recorded) to a railroad spike on the centerline of State Highway 13; thence South 89 degrees 53 minutes 02 seconds East, along said North line and along said County Road centerline, 40.00 feet to a P.K. nail; thence continuing South 89 degrees 53 minutes 02 seconds East, along said North line and along said centerline, 418.34 feet (418.04 feet, recorded) to a railroad spike; thence South 00 degrees 01 minute 01 second West, 20.00 feet to a 5/8-inch iron bar on the South right-of-way line of said County Road 800 North and the point of beginning; thence continuing South 00 degrees 01 minute 01 second West 20.00 feet to a 5/8-inch iron bar; thence North 89 degrees 53 minutes 02 seconds West, 20.00 feet to a 5/8-inch iron bar; thence North 00 degrees 01 minute 01 second East, 20.00 feet to a 5/8-inch iron bar on said right-of-way line; thence South 89 degrees 53 minutes 02 seconds East, along said right-of-way line, 20.00 feet to the point of beginning.

Subject to all legal highways and easements of record.

SURVEYOR'S REPORT

IN ACCORDANCE WITH TITLE 865, IAC 1-12 ("RULE 12") OF THE INDIANA ADMINISTRATIVE CODE, THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES OF THE LOCATION OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF: AVAILABILITY AND CONDITION OF REFERENCED MONUMENTS; OCCUPATION OR POSSESSION LINES; CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND/OR ADJOINER'S DESCRIPTIONS; AND THE THEORETICAL UNCERTAINTY OF THE MEASUREMENTS.

- 1 THE THEORETICAL UNCERTAINTY (DUE TO RANDOM ERRORS IN MEASUREMENT) OF THE CORNERS OF THE SUBJECT TRACT ESTABLISHED THIS SURVEY IS WITHIN THE SPECIFICATIONS FOR A CLASS B SURVEY (0.25 FEET)
- 2 EXISTING MONUMENTATION WAS FOUND AS SHOWN

THE TRACT OF LAND SHOWN HEREON IS LOCATED IN A ZONE C DESIGNATED AREA IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) NUMBER 180C-0045C, DATED FEBRUARY 4, 1987.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED TOTALLY UNDER MY DIRECT SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE AND BELIEF, WAS EXECUTED ACCORDING TO THE INDIANA SURVEY STANDARDS OUTLINED IN INDIANA ADMINISTRATIVE CODE 865 IAC 1-12, ("RULE 12") OF THE INDIANA ADMINISTRATIVE CODE.

Larry R. Long
 LARRY R. LONG
 INDIANA REGISTERED LAND SURVEYOR NO. S0458



CONSULTING ENGINEERS & LAND SURVEYING



LARRY R. LONG
 AND ASSOCIATES, INC.

611 S. BUFFALO ST.
 WARSAW, IN 46580
 (219)269-6333

Larry R. Long, P.E., L.S.

PLAT OF SURVEY

20' x 20' TRACT
 S.R. 13 AND C.R. 800 N
 TIPPECANOE TWP., KOS. CO., IN
 FOR: UNITED TELEPHONE CO.

DATE:	9-8-94	PROJECT NO.	940198.00
CLASS OF SURVEY	B	PAGE NO.	
THEORETICAL UNCERTAINTY	0.25'		1 OF 1

Walker & Associates

Civil Engineering and Land Surveying

Jerry K. Walker, P.E. & L.S.

William D. Kyler, L.S.

112 West Van Buren St., Columbia City, IN 46725
Phone 244-3640

page 1 of 2

SURVEYOR'S REPORT

In accordance with Title 865 IAC 1-12 "Rule 12" of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties of the location of the lines and corners established on this survey as a result of: Availability and condition of referenced monuments, occupation or possession lines, clarity or ambiguity of the record description used, and/or adjoiner's descriptions, and the theoretical uncertainty of the measurements.

1. The Theoretical Uncertainty (due to random errors in measurement) of the corners of the subject tract established by this survey is within the specifications for a Class C Survey (± 0.50 feet) as defined in IAC 865.
2. For Variances, Discrepancies and Inconsistencies see plat of survey, description and Notes below.
3. This survey is subject to any facts and/or easements that may be disclosed by a full and accurate title search. The undersigned should be notified of any additions or revisions that are required.
4. For monuments found and set, See Survey. All pins set are #5 Rebars with caps marked "Walker". Origin of monuments unknown unless noted on survey.

5. The Northwest corner of the Northeast Fractional Quarter of said Section 3 is county referenced. A railroad spike was found at this corner.

The Northeast corner of said Northeast Fractional Quarter is county referenced. An iron pin was found at this corner.

The Southeast corner of said Northeast Fractional Quarter is not county referenced. An iron pin was found at this corner.

The South line of the said Northeast Fractional Quarter was established from existing monuments found.

6. Other corners found at or near the exceptions from the original parcels are as shown on this survey and in the description.

7. The West lines of the surveyed tract were established by using the monuments found at the East corners of adjacent tracts to the West, see survey.

8. Reference surveys by Brower, dated 02-26-80, 07-27-84.

Reference survey by Retz, dated 08-08-79.

Reference survey by Kimpel, dated 09-28-88.

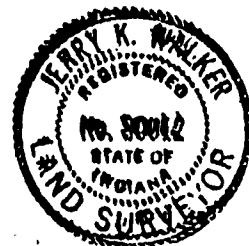
Reference surveys by Walker & Associates, dated 07-23-94, 06-03-97.

98-06-1862

ALICE I. ANGLIN
RECORDER
KOSCIUSKO COUNTY.

98 JUN 26 AM 10 07

Date: 05-01-98
Name: Herr, Phillip E.
Address:
Survey#: HW-170"A"



NE. 1/4, NE. 1/4, NE. 1/4, NE. 1/4
SEC. 3, T33N, R7E
PLAT 170 (170-170)
(COLUMBIA)

1050.79 (m)

PLAT 170 (170-170)
(170-170)

.75 (m)

NE. 1/4, NE. 1/4, NE. 1/4, NE. 1/4
SEC. 3, T33N, R7E

NE. 1/4, NE. 1/4, NE. 1/4, NE. 1/4
SEC. 3, T33N, R7E
PLAT 170 (170-170)
(COLUMBIA)

DESCRIPTION

Part of the Northeast Fractional Quarter of Section 3, together with part of the West half of the Southeast Quarter of said Section 3, all being in Township 33 North, Range 7 East, Kosciusko County, Indiana, and all together being more particularly described as follows, to wit:

Commencing at a railroad spike found at the Northwest corner of said Northeast Fractional Quarter; thence N89°-36'E (deed bearing and used as the basis for bearings), on and along the North line of said Northeast Fractional Quarter, a distance of 823.2 feet (recorded 823.4 feet) to a point situated 0.2 feet South of a railroad spike found at the Northwest corner of a certain tract of land as recorded in Deed Record 306, page 188 of the records of Kosciusko County, Indiana, said Northwest corner being the true point of beginning; thence continuing N89°-36'E, on and along the North line of said Northeast Fractional Quarter, a distance of 100.0 feet to a railroad spike; thence S00°-22'-20"E, a distance of 420.0 feet to an iron pin; thence N89°-36'E, a distance of 380.12 feet to an iron pin; thence S00°-22'-20"E, a distance of 1496.58 feet to a wood post found at the Northeast corner of the West half of the Southeast Quarter of said Section 3; thence S01°-15'-10"E, on and along the East line of the West half of said Southeast Quarter, a distance of 296.0 feet (recorded 308.05 feet) to an iron pin at the Northeast corner of a certain tract of land as recorded in Document Number 9601-0091 of said records; thence S86°-59'-20"W, on and along the North line of said tract in Document Number 9601-0091, being established by an existing line fence, a distance of 487.0 feet to an iron pin found at the Southeast corner of a certain tract of land as recorded in Deed Record 332, page 200 of said records; thence N00°-02'-40"E, on and along the East line of said tract in Deed Record 332, page 200, a distance of 197.05 feet (recorded 200 feet) to a bed rail post found at the Northeast corner of said tract, also being the Southeast corner of a certain tract of land as recorded in Deed Record 329, page 272, of said records; thence N00°-15'-35"W, on and along the East line of said tract in Deed Record 329, page 272, a distance of 193.2 feet to an iron pipe found at the Northeast corner of said tract in Deed Record 329, page 272, also being the Southeast corner of a certain tract of land as recorded in Deed Record 347, page 267, of said records; thence N00°-22'-20"W, on and along the East line of said tract in Deed Record 347, page 267, and on and along the East line of a certain tract of land as recorded in Document Number 9402-0891 and the Northerly projection of said East line, a distance of 1424.49 feet to an iron pin at the Southwest corner of said tract in Deed Record 306, page 188; thence continuing N00°-22'-20"W, on and along the West line of said tract in Deed Record 306, page 188, a distance of 420.0 feet to the true point of beginning, containing 20.866 acres of land, more or less, subject to legal right-of-way for County Road 800N, subject to all legal drain easements and all other easements of record.

This property is not in a flood plain (In Zone C) as defined by Flood Insurance Rate Map for Kosciusko County, Indiana, Map Number 18085C-0045C, dated Feb. 4, 1987.

See page 1 of 2 for Surveyor's Report.

CERTIFICATE OF SURVEY

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, HEREBY CERTIFY THE HEREON PLAT TO CORRECTLY REPRESENT A SURVEY AS MADE UNDER MY DIRECTION AND THAT THIS SURVEY AND ACCOMPANYING REPORT HAS BEEN COMPLETED IN ACCORDANCE WITH TITLE 865-IAC 1-12 AND ALL OTHER AMENDMENTS THERETO.



[Handwritten signature]

PART OF THE E 1/2 OF SEC. 3, T33N, R7E, KOSCIUSKO COUNTY, I.O.

SCALE 1"=200'	APPROVED BY	DRAWN BY JKW
DATE: 3-1-98		
BY: WALKER & ASSOCIATES 117 W. VAN BUREN ST., COLUMBIA CITY, I.O.		
DRAFT: HEAL, PHILLIP C.		DRAWING NUMBER HW-170 "A"