



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Columbia Title, Inc

Issuing Office: 3930 Mezzanine Drive, Suite C, Lafayette, IN 47905

Issuing Office's ALTA® Registry ID: 0003308

Loan ID No.:

Commitment No.: 7-22-5337

Issuing Office File No.: 7-22-5337

Property Address: 5681 West County Road 650 North, Mulberry, IN 46058 and County Road 650 North, Mulberry, IN 46058

Revision No.:

SCHEDULE A

1. Commitment Date: 11/17/2022 at 8:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (6-17-06)
Proposed Insured: **TBD**
Proposed Policy Amount: **\$**
3. The estate or interest in the Land described or referred to in this Commitment is: FEE SIMPLE
4. Title to the estate or interest in the land is at the Effective Date vested in:
Heirs at Law and/or Devisees of the Last Will and Testament of Wayne J. Gochenour, deceased
5. The Land is described as follows:
Property description set forth in Schedule C attached hereto and made part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Authorized Signatory
Pamela J. Windler, License #: 416481
Columbia Title, Inc

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Schedule BI

Commitment No.: 7-22-5337

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. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
5. 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.
6. 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).
7. 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. See below.
8. Personal Representative's Deed from Cindy L. Konich, as Personal Representative of the Unsupervised Estate of Wayne J. Gochenour, deceased, pending under Cause No. 29D03-2210-EU-000542 in the Superior Court of Hamilton County, Indiana to the Proposed Insured Owner(s).
9. NOTE: A Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5 must be filed. The disclosure form must be filed with the county auditor's office prior to recording the deed.
10. Release(s) or Subordination(s) of Mortgage(s) and or other liens as shown below. If not released or subordinated, said liens shall remain on the policy(ies) as exceptions.

NOTE: Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "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)." See Indiana Code 36-2-11-15.

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Schedule BI (Cont.)

Commitment No.: 7-22-5337

SCHEDULE B, PART I (Continued)

Requirements (Continued)

NOTE: 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.

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 transactions 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. In commercial transactions, closing protection letters are available upon request, but are not mandatory. The 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.

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 form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of 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, provided the amount does not exceed \$500; see Indiana Code 27-7-3.7.

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Schedule BII

Commitment No.: 7-22-5337

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, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests or claims that are not shown by the Public Records, but that could be ascertained by an inspection of the Land or by making an inquiry of persons in possession of the Land.
3. Rights or claims of parties in possession, boundary line disputes, overlaps, encroachments and any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule A.
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.
7. Real estate taxes assessed in the year 2021 and payable in 2022.
 Property Address: 5681 West County Road 650 North Mulberry, IN 46058
 Brief Legal: E SW 2-22-2W 80A, Clinton County
 State ID Number: 12-05-02-300-004.000-015
 Land: \$143,800.00
 Improvements: \$64,500.00
 Exemptions:
 Mortgage: \$0.00
 Homestead: \$41,880.00
 Homestead Supplemental: \$9,772.00

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Schedule BII (Cont.)

Commitment No.: 7-22-5337

SCHEDULE B, PART II (Continued)

Exceptions (Continued)

Other: \$0.00

Net Valuation: \$156,648.00

Spring installment of \$1,442.28 is Paid.

Fall installment of \$1,442.28 is Paid.

No guarantee or other assurance is made as to the accuracy of the property address and property tax information contained herein.

Real estate taxes for 2022 payable in 2023, which are not yet due and payable.

8. Drain (Andrew Johnson) Assessment for the year 2022 payable in 2022 in the amount of \$15.00 per installment. Spring installment is Paid and fall installment is Paid.
9. Drain (Latshaw Liebengu) Assessment for the year 2022 payable in 2022 in the amount of \$210.87 per installment. Spring installment is Paid and fall installment is Paid.
10. Real estate taxes assessed in the year 2021 and payable in 2022.
Property Address: West County Road 650 North Mulberry, IN 46058
Brief Legal: PT W W SE 2-22-2W 40.50A, Clinton County
State ID Number: 12-05-02-400-001.000-015
Land: \$60,100.00
Improvements: \$0.00
Exemptions:
Mortgage: \$0.00 **These have been paid.**
Homestead: \$0.00
Homestead Supplemental: \$0.00
Other: \$0.00
Net Valuation: \$60,100.00
Spring installment of \$564.96 is Delinquent.
Fall installment of \$564.96 is Delinquent.
No guarantee or other assurance is made as to the accuracy of the property address and property tax information contained herein.
Real estate taxes for 2022 payable in 2023, which are not yet due and payable.
11. Drain (Andrew Johnson) Assessment for the year 2022 payable in 2022 in the amount of \$15.00 per installment. Spring installment is Delinquent and fall installment is Delinquent.
12. Drain (Latshaw Liebengu) Assessment for the year 2022 payable in 2022 in the amount of \$106.18 per installment. Spring installment is Delinquent and fall installment is Delinquent.

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Schedule BII (Cont.)

Commitment No.: 7-22-5337

SCHEDULE B, PART II (Continued)

Exceptions (Continued)

13. Additional penalties and unpaid taxes for the above described parcel number in the amount of \$137.24 are NOT PAID. Contact the Clinton County Treasurer for exact amount due.
14. Federal Estate Tax, if any, payable upon the death of Wayne J. Gochenour.
15. Rights of others in and to the use of any drains and/or ditches located over, across, in or under the insured premises, and rights to enter upon said premises to maintain the same.
16. Liens on growing crops, if any.
17. Any claim that the title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
18. Rights of the public, the State of Indiana, the County of Clinton and the municipality in and to the use of that portion of the insured premises taken or used for road purposes, including utility right of way.
19. This Commitment/Policy should not be construed as insuring or agreeing to insure the quantity of land as set forth in the legal description of said property.
20. Rights of way for drainage tiles, ditches, feeders, laterals, and swales, if any.
21. Rights of parties, as tenants only, under unrecorded leases.
22. Easements or servitudes, if any, appearing in the public records.
23. 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.
24. A judgment search has been made in the name of Wayne J. Gochenour, and NONE FOUND. (NOTE: Cause No. 29D03-2210-EU-000542, In Re: the Estate of Wayne J. Gochenour, filed October 28, 2022. Cindy L. Konich appointed as Personal Representative November 2, 2022.)

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Schedule C

File No.: 7-22-5337

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

The East Half (1/2) of the Southwest Quarter (1/4) of Section Two (2) in Township Twenty-two (22) North, Range Two (2) West of the 2nd Principal Meridian, Clinton County, Indiana, containing **eighty (80) acres**, more or less.

ALSO beginning at the northwest corner of the West Half of the Southeast Quarter of Section 2, in Township 22 North, Range 2 West and running thence East on half section line 672.5 feet to a point 654.5 feet West of the northeast corner of said West Half; thence South 2647.24 feet to a point in the section line 674.7 feet East of the southwest corner of said West Half; thence West on said line 674.7 feet to the southwest corner of said West Half; thence North on the half section line 2650 feet to the place of beginning, containing **40.95 acres**, more or less, located in Clinton County, Indiana.