

ALTA Commitment for Title Insurance



Issued By Old Republic National 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 EXTRACTIONAL 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, Old Republic National Title Insurance Company, a Florida 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.

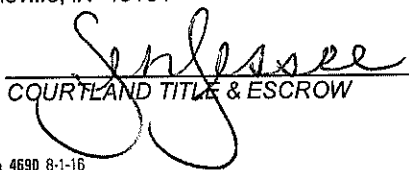
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of

Courtland Title & Escrow
1090 St Rd 39 Bypass
Martinsville, IN 46151

By:


COURTLAND TITLE & ESCROW

DRT Form 4690 8-1-16
ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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

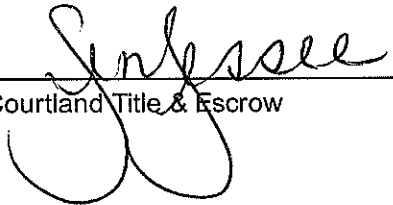
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules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

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Schedule A
ALTA COMMITMENT

1. Commitment Date: September 5, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (6-17-06)
Proposed Insured: TBD
Proposed Policy Amount: \$ 131,600.00
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:
Deanna L. Cloe
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Old Republic National Title Insurance Company



Courtland Title & Escrow

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SCHEDULE B-I

ALTA Commitment

Commitment Number: T19080549

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.
 - a. Warranty Deed from Deanna L. Cloe to TBD
5. THE FOLLOWING ARE REQUIREMENTS TO BE COMPLIED WITH OR THEY WILL SHOW AS AN EXCEPTION ON THE FINAL POLICY:

Pay the agreed amounts for the interest in the land and/or mortgage to be insured.

Please remit to Courtland Title & Escrow the premiums, fees and charges for the policy.

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

You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.

6. Issuance of Title Policy will be made upon the satisfactory closing by Courtland Title & Escrow, Inc closing department. Should any closing not be handled by Courtland Title & Escrow, Inc closing department, this commitment is subject to such further requirements as may then be deemed necessary. All requirements will be met prior to recording of any and all documents and issuance of a Title Policy.
7. By virtue of IC 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006.
8. Indiana Code 36-2-11-15, effective July 1, 2006, provides that any document that by statute must have a "prepared by" statement must ALSO have the affirmation statement listed in Indiana Code 36-2-11-15. This must be typed exactly as quoted in the statute.
9. If the Company provides settlement services for the contemplated transaction, IC 27-7-3-22 requires that each party to the transaction obtain a Closing Protection Letter at a cost filed with the Indiana Department of Insurance. Old Republic Title 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.
10. NOTE: IC 27-7-3.7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000.00 or more to be in the form of wired funds. Funds in amounts less than \$10,000.00 may be deposited in the form of cash, wired funds, cashier's check, certified check, check on the account of another closing agent, or check drawn on the account of a licensed real estate broker. Personal Check in the excess of \$500.00 will not be accepted.
11. Upon a conveyance or mortgage of the premise, we must be furnished with a certificate or letter from the Association, if any, stating there are no unpaid assessments which constitute a lien on the subject premises.

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SCHEDULE B-I

(Continued)

Commitment Number: T19080549

12. State Form 46021 (6-93) "DISCLOSURE OF SALES INFORMATION" must be completed by the Buyer and Seller and attached to the deed or other document transferring title before the document will be recorded by the County Recorder.
13. Vendor's Affidavit to be furnished at closing.

THE FOLLOWING MUST BE CLEARED BEFORE CLOSING OR ISSUANCE OF A FINAL POLICY:

1. No Tenancy has been established for proposed buyer. Courtland Title & Escrow will not assume any loss or liability due to wrong tenancy. Please inform Courtland Title & Escrow of tenancy for the proposed buyer.
2. Title Commitment is not an effective commitment until the identity of proposed insured and amount is entered.
3. Satisfaction and Release of Mortgage in the principal sum of \$90,000.00 from Deanna L. Cloe to American Mortgage Service Company (MERS) recorded January 20, 2015 as Instrument Number 201501047.

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SCHEDULE B-II

ALTA Commitment

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 Records 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.
7. Taxes for the year 2018 due and payable in 2019 are assessed in the name of Cloe, Deanna L., each half for \$352.04,
May installment PAID
November installment UNPAID
Taxing Unit: Mooresville
Parcel # 55-02-31-470-010.000-005
Assessed Value: Land \$29,100, Improvement \$102,500, Exemptions \$74,995.
NOTE: Due to inaccuracy of Public Information on Treasurer computers, Please contact your local Treasurer for tax information.
NOTE: The real estate information set out above is all that is currently available. This information may not be sufficient for the purpose of establishing a proper real estate tax escrow. Courtland Title & Escrow, Inc will not assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the present unavailability of accurate tax information.
8. Taxes for the year 2019 due and payable 2020 and all subsequent years, not yet due and payable.
NOTE: Added improvement in place as of January 1, 2019 are subject to assessment which could increase the tax amounts due in May 10, 2019. In such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
9. Covenants, conditions and restrictions, if any, appearing in the public records, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, martial status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
10. Any easements or servitudes appearing in the public record.

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SCHEDULE B-II

ALTA Commitment

(Continued)

11. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
12. Possible municipal assessments, sewer use charge and/or impact fee levied by local governmental authority.
13. Rights of the public, the State of Indiana, the County of Morgan and the Municipality in and to that part of the premises taken or used for road purposes.
14. Rights-of-way for drainage tiles, ditches, feeders or laterals, if any.
15. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
16. Per the Morgan County GIS, the fence located on the East side of the subject real estate encroaches on to the neighboring real estate. An accurate survey is required to re-evaluate this exception for removal from the policy when issued.
17. Covenants, conditions, and restrictions contained in the plat of Grandview Planned Unit Development, Sections 1 and 2 recorded October 31, 1994 as Instrument # 9413257 in Deed Record 369 page 567-568 as well as Restrictions and Covenants recorded in Miscellaneous Record 130, page 193 as Instrument Number 9413259 as well as Miscellaneous Record 130, page 185 as Instrument Number 9413258, 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.
18. Building Lines as shown per the plat of Grandview Planned Unit Development, Sections One and Two.
19. Drainage & Utility Easements as shown per the plat of Grandview Planned Unit Development, Sections One and Two.
20. Right-of-Way Easement granted to South Central Indiana Rural Electric Membership Corporation recorded June 21, 1995 in Deed Record 376, page 542 as Instrument Number 9506550.
21. Matters as referenced in Land Title Survey of the Thomas Clem Property by Ross O. Holloway, RLS Number S0530 recorded June 24, 1994 in Survey Record 4, page 313.
22. Right-of-Way Agreement and Roadway Easement granted to the County of Morgan recorded December 17, 1979 in Deed Record 272, page 231.
23. Utility Easement granted to Indiana Bell Telephone Company, Incorporated recorded September 21, 1973 in Deed Record 235, page 351.
24. Special and or Annual Assessments due to the Homeowners Association Grandview Planned Unit Development if any.
25. Judgments of the Federal District Court not transcribed to the County Clerk.
26. This Company DOES NOT insure any loss or damage arising out of the Indiana State Tax Warrants filed in the Clerk's Office nor at the State Level.

NOTE:

Judgment Search has been made in the name(s) of: Cloe, Deanna : Individually: NONE WERE FOUND.

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EXHIBIT A - LEGAL DESCRIPTION

The land referred to in the Commitment is described as follows:

Lot Numbered 120 in Grandview Planned Unit Development, Section Two, in the Town of Mooresville, as per plat thereof recorded in Deed Record 469, page 567, in the Office of the Recorder of Morgan County, Indiana.

FOR INFORMATIONAL PURPOSE ONLY:

118 Fountain Dr.
Mooresville, IN 46158