



ALTA COMMITMENT

COMMITMENT NO. 53-04596-H-1

SCHEDULE A

Address Reference:

S. Harmony Rd and 5530 S. Harmony Rd
Bloomington, IN 47403

1. Commitment Date: **September 25, 2023 at 12:00 AM**

2. Policy (or policies) to be issued:

a. ALTA Owners Policy (06/17/06)

Policy Amount
To Be Determined

For one-to-four family residential properties and lots in recorded subdivisions and titled in individuals an ALTA 2008 policy will be issued. For all other transactions an ALTA 2006 policy will be issued.

Proposed Insured: **A Legally Qualified Entity Yet To Be Determined**

b.

Policy Amount
\$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is *Fee Simple*.

4. Title to the *Fee Simple* interest in the land described or referred to in this Commitment is, at the Commitment Date, vested in:

Clarence E. Sturgeon, Jr. and Connie J. Sturgeon, as Co-Trustees of The Clarence E. Sturgeon, Jr. and Connie J. Sturgeon Revocable Trust, dated October 30, 2012

5. The land referred to in this Commitment, situated in the County of **Monroe**, State of Indiana, is described as follows:

Tracts One (1) and Two (2) in Sturgeon Type E Administrative Subdivision, as shown on the plat recorded September 25, 2023 as Instrument No. 2023011392, in the office of the Recorder of Monroe County, Indiana.

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063
Email: customerservice@johnbttitle.com

SCHEDULE A
(Continued)

Authorized Signatory



Nathan Bethell
Title Examiner
John Bethell Title Company, Inc.

End of Schedule A
Doma Title Insurance Company, Inc.

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SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 53-04596-H-1

The following requirements must be met:

- A. 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.
- B. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- C. Pay us the premiums, fees and charges for the policy.
- D. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.

NOTICE OF REQUIREMENT - WIRE TRANSFER OF CLOSING FUNDS

Effective July 1, 2009 Indiana law prohibits disbursement of closings unless all necessary funds required are wire transferred to the settlement agent's escrow account. (see I.C. 27-7-3.7) The law applies to all parties including lenders, buyers, sellers and real estate professionals. If the total of funds required from any single party to the transaction is less than \$10,000 a cashiers or certified check may be substituted. Corporate checks from licensed real estate brokerage companies specifically for earnest money and less than \$10,000 are also acceptable.

- 1. We must be furnished with a fully executed copy of an Amendment to the Purchase Agreement stating the legal description being sold/purchased is as follows: Tracts 1 & 2, Sturgeon Type E Administrative Subdivision, Parcel ID(s): 53-09-28-300-011.000-015, 53-09-28-300-222.000-015.
 - 2. Execution and recordation of a Trustee's Deed from Clarence E. Sturgeon, Jr. and Connie J. Sturgeon, as Co-Trustees of The Clarence E. Sturgeon, Jr. and Connie J. Sturgeon Revocable Trust, dated October 30, 2012, to A Legally Qualified Entity Yet To Be Determined.
 - 3. Vendor's Affidavit in satisfactory form executed by Clarence E. Sturgeon, Jr. and Connie J. Sturgeon, as Co-Trustees of The Clarence E. Sturgeon, Jr. and Connie J. Sturgeon Revocable Trust, dated October 30, 2012, should be furnished us at closing.
 - 4. Satisfied - The Company must be furnished a Certificate of Trust or a copy of the Trust documents which designate the trustee and confer upon the trustee the power to act in the pending transaction, together with copies of any amendments, modifications, or revocations. The Company will require a Statement from the Trustee that the Trust has not been amended or modified, except as heretofore disclosed, and that the Trust is still in full force and effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
- E. Payment of \$5 Title Insurance Enforcement Fund fee required by IC 27-7-3 for each policy issued in connection with the transaction.

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SCHEDULE B - SECTION I
(Continued)

End of Schedule B - I
Doma Title Insurance Company, Inc.

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SCHEDULE B - SECTION II EXCEPTIONS

COMMITMENT NO. 53-04596-H-1

The policy will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or special assessments which are not shown as existing liens by the Public Records.
2. 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 thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records
5. Any lien or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. 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 covered by this Commitment.
7. Any liens, encumbrances, requirements and other matters shown in Schedule B – I and not released or otherwise disposed of to our satisfaction.
8. 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.
9. Rights or Way for drainage ditches, titles, feeders and laterals, if any.
10. Rights of the Public and the State of Indiana and to that part of the premises taken or used for alley or road purposes, including utility rights of way.
11. Covenants, Conditions, Restrictions and Easements contained within the plat of Sturgeon Type E Administrative Subdivision.
12. Rights of lower and upper riparian owners to the free and unobstructed flow of the creek running along the west property line of Tract 1 in Sturgeon Type E Administrative Subdivision.
13. Easement in favor of The Smithville Telephone Company, Inc. for buried telephone cable plant and incidental purposes recorded October 15, 1991 in Deed Record 393, page 458.
14. Taxes for the year 2022 due and payable 2023 a lien now paid.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Van Buren Township.
Duplicate Number: 53-09-28-300-011.000-015.
Assessed Value - Land: \$21,600;
Improvements: \$0;

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SCHEDULE B - SECTION II
(Continued)

Exemptions: \$0, Credits: \$0

May installment in the amount of \$159.98 is PAID;

November Installment in the amount of \$159.98 is PAID;

Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00

STORM WATER FEES:

May Installment in the amount of \$0.00 is N/A. November Installment in the amount of \$0.00 is N/A.

Total amount due to pay all outstanding taxes, delinquencies and penalties \$0.00.

15. Taxes for the year 2022 due and payable 2023 a lien now paid.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Van Buren Township.
Duplicate Number: 53-09-28-300-022.000-015.
Assessed Value - Land: \$1,600;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$23.70 is PAID;
November Installment in the amount of \$0.00 is INCLUDED IN MAY;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$0.00 is N/A. November Installment in the amount of \$0.00 is N/A.
Total amount due to pay all outstanding taxes, delinquencies and penalties \$0.00.
16. Taxes for the year 2022 due and payable 2023 a lien now paid.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Van Buren Township.
Duplicate Number: 53-09-28-300-008.000-015.
Assessed Value - Land: \$54,200;
Improvements: \$125,700;
Exemptions: \$0, Credits: \$45,000-H; \$35,245-HSUPP
May installment in the amount of \$723.82 is PAID;
November Installment in the amount of \$723.82 is PAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$37.88 is PAID. November Installment in the amount of \$37.88 is PAID.

Total amount due to pay all outstanding taxes, delinquencies and penalties \$0.00.
17. Taxes for the year 2023 payable 2024 and thereafter, a lien but not yet due or payable.
18. The subject property has been assigned duplicate number 53-09-28-300-011.000-015 (Tract 1)
53-09-28-300-222.000-015 (Tract 2) for 2024 payable 2025 and thereafter.

NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

The company does not insure that the land described in paragraph 4 of schedule A accurately comprises any acreage or area referred to therein.

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SCHEDULE B - SECTION II
(Continued)

This commitment is furnished by the company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of the company. This commitment is not an abstract or an opinion of title. Liability under this commitment is defined by and limited to the terms and conditions of this commitment and the title insurance policy to be issued. This commitment is not binding on the company until such time as the proposed insured and policy amounts are specifically identified in Schedule A, Paragraph 2. Persons and entities not listed as proposed insured's are not entitled to rely upon this commitment for any purpose.

Note: Unless otherwise shown above, there are no recorded judgments against any parties having an interest in the land described in Schedule A that have priority over the interests to be insured.

Note: Exceptions 1 through 4, above, will be deleted for any loan policy committed to be issued. All applicable ALTA Endorsement forms including 4, 5, 6, 6.2, 8.1 and 9 will be issued with the loan policy.

End of Schedule B - II
Doma Title Insurance Company, Inc.

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