



CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT

COMMITMENT NO. 28-05628-H-1

SCHEDULE A

Address Reference:

3591 N. State Road 45
Solsberry, IN 47459

1. Commitment Date: **April 28, 2024 at 12:00 AM**

2. Policy (or policies) to be issued:

a. ALTA Owners Policy (07/01/21)

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:

Kevin Andrew Harper, of legal age

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

A part of the South Half of the Southeast Quarter of the Northwest Quarter of Section 1, Township 7 North, Range 3 West, Greene County, Indiana, bounded and described as follows: Beginning at a found iron pin on the North line of said South Half, said point of beginning being North 88 degrees 15 minutes 06 seconds East, 1001.63 feet from the Northwest corner of said South Half of the Southeast Quarter of the Northwest Quarter; thence from said point of beginning and running South 01 degrees 55 minutes 26 seconds East for 36.64 feet and to a set 5/8 inch iron pin; thence South 65 degrees 15 minutes 39 seconds East for 355.71 feet and to a

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SCHEDULE A
(Continued)

set 5/8 inch iron pin on the West right of way line of State Road 45; thence with said right of way line and on a curve to the left and in a Northerly direction, said curve having a radius of 683 feet, for an arc distance of 17.15 feet; thence continuing along said right of way line and running North 01 degrees 55 minutes 24 seconds West for 178.22 feet and to a found iron pin on the North line of said South Half of the Southeast Quarter of the Northwest Quarter; thence with said North line and running South 88 degrees 15 minutes 06 seconds West for 318.08 feet and to the point of beginning. Containing 0.85 acres, more or less.

ALSO:

A part of the North one half of Section 1, Township 7 North, Range 3 West, Greene County, Indiana, being more particularly described as follows:

BEGINNING at a found 5/8 inch rebar marking the Southwest corner of the North one half of the Southeast quarter of the Northwest quarter of said Section 1; thence along the West line of said North one half North 00 degrees 22 minutes 11 seconds West for a distance of 671.27 feet to a found 5/8 inch rebar marking the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 1; thence South 66 degrees 51 minutes 11 seconds East for a distance of 1118.85 feet to a found 5/8 inch rebar stamped UTT; thence South 05 degrees 55 minutes 17 seconds West for a distance of 213.87 feet to a found 5/8 inch rebar stamped UTT on the South line of the North one half of the Southeast quarter of the Northwest quarter of said Section 1; thence leaving said South line South 00 degrees 52 minutes 43 seconds West for a distance of 36.64 feet to a found 5/8 inch rebar stamped UTT; thence South 64 degrees 34 minutes 22 seconds East for a distance of 355.82 feet to a set 5/8 inch rebar stamped DECKARD on the West right of way line of State Road #45; thence with said West right of way line for a distance of 229.88 feet along a 683.00 foot radius non-tangent curve to the right whose chord bears South 09 degrees 56 minutes 16 seconds West for a distance of 228.80 feet to a set 5/8 inch rebar stamped DECKARD; thence leaving said West right of way line North 57 degrees 28 minutes 29 seconds West for a distance of 758.98 feet to a set 5/8 inch rebar stamped DECKARD on the South line of the North one half of the Southeast quarter of the Northwest quarter of said Section 1; thence with said South line South 88 degrees 55 minutes 49 seconds West for a distance of 643.86 feet to the POINT OF BEGINNING, containing 12.89 acres, more or less.



Authorized Signatory

John Bethell
President
John Bethell Title Company Inc.

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SCHEDULE A
(Continued)

End of Schedule A
Chicago Title Insurance Company

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SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 28-05628-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. Execution and recordation of a Warranty Deed from Kevin Andrew Harper, of legal age, to A Legally Qualified Entity Yet To Be Determined.
 - 2. Vendor's Affidavit in satisfactory form executed by Kevin Andrew Harper, of legal age, should be furnished us at closing.
 - 3. The following is provided as an accommodation, is for information purposes only and is not a part of the commitment or policy: 24-Month Chain of Title: Kevin Andrew Harper: January 10, 2011 to present.
- E. Payment of \$5 Title Insurance Enforcement Fund fee required by IC 27-7-3 for each policy issued in connection with the transaction.

**End of Schedule B - I
Chicago Title Insurance Company**

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SCHEDULE B - SECTION II EXCEPTIONS

COMMITMENT NO. 28-05628-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 of Way for drainage ditches, tiles, 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. Subject to Easement for right of way easement and incidental purposes recorded January 17, 1974 in Deed Record 211, page 111, as disclosed in Quit Claim Deed recorded April 26, 1996 in Deed Record 294, page 140, as Instrument No. 199600002007.
12. Matters shown on a survey by Lee Utt, RLS# S0089, dated February 28, 1996, and recorded July 23, 1996 in Miscellaneous Record 97, page 1049.
13. Matters shown on a survey by Lee Utt, RLS# S0089, dated October 18, 1988, as disclosed in Warranty Deed recorded December 20, 1998 in Deed Record 262, page 485.
14. Matters shown on a survey by Eric L. Deckard, RLS# LS299000012, dated November 19, 2009, as disclosed in Quit Clam Deed recorded January 10, 2011, as Instrument No. 201100000133.

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SCHEDULE B - SECTION II
(Continued)

15. Any adverse claim of title to that portion, if any, of the land described in Schedule A that lies below the ordinary low water mark of Harper Lake.
16. Any adverse claim based on the assertion that some portion of the land described in Schedule A was created by artificial means.
17. Such rights and easements for navigation , commerce or recreation which may exist over that portion of said land described in Schedule A lying beneath the waler of Harper Lake.
18. Rights of upper and lower riparian (or littoral) owners with respect to Harper Lake.
19. Taxes for the year 2023 due and payable 2024 a lien now PAYABLE.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Center Township.
Duplicate Number: 28-10-01-000-035.003-004. **(PT S 1/2 SE NW SEC 1-7-3 0.85AC)**
Assessed Value - Land: \$19,200;
Improvements: \$59,800;
Exemptions: \$0, Credits: \$47,400 HMST, \$12,640 SUPPL
May installment in the amount of \$223.20 is UNPAID;
November Installment in the amount of \$223.20 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
SOLID WASTE FEES:
May Installment in the amount of \$6.00 is UNPAID. November Installment in the amount of \$6.00 is UNPAID.
Total amount due to pay all outstanding taxes, delinquencies and penalties \$458.40. **
20. Taxes for the year 2023 due and payable 2024 a lien now PAYABLE.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Center Township.
Duplicate Number: 28-10-01-000-035.000-004. **(PT N 1/2 SEC 1-7-3 12.89 AC)**
Assessed Value - Land: \$4,800;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$48.00 is UNPAID;
November Installment in the amount of \$48.00 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$2.40
SOLID WASTE 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 \$98.40. **
21. Taxes for the year 2024 payable 2025 and thereafter, a lien but not yet due or payable.
22. *** (Applicable Penalties have not yet been applied, additional charges may occur, contact Greene County Treasurer before closing)**

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.

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SCHEDULE B - SECTION II
(Continued)

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

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
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