

COMMITMENT FOR TITLE INSURANCE
COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE A

Commitment #2009464

Amendment #1

1. Effective Date: 09/01/20 @ 08:00 AM
2. Policy or Policies to be issued:
 - (a) Owner's Policy (6/17/06) Policy Amount \$ To Be Determined
Proposed Insured: To Be Determined
 - (b) Loan Policy (6/17/06) Policy Amount \$
Proposed Insured:
3. The Fee Simple Interest in the land described in this Commitment, at the Effective Date is vested in:
Merle W. Lorntz and Beverly J. Lorntz
4. The land referred to in this Commitment is situated in the State of Indiana, County of Steuben, and is described as follows:
SEE SCHEDULE A - SECTION II ATTACHED HERETO AND INCORPORATED
HEREIN



Authorized Signature
Guardian Title Company
125 S PUBLIC SQ
ANGOLA IN 46703
(260) 665-2314

Commitment #2009464

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements to be complied with:

All taxes, charges, and assessments levied and assessed against the real estate, which are due and payable, must be paid.

Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15; "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." [Sign, Print or Type Name]

Notice: The title company/closing agent may not file real estate tax exemptions with the Steuben County Auditor's Office. It is the responsibility of the property owner. The title company/closing agent assumes no financial responsibility as to unfiled or misfiled exemptions.

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 \$10,000.00 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000.00 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. Personal checks may be accepted, provided the amount does not exceed \$500.00.

1. Indiana Code 32-21-2-3(a) was changed effective 7/1/2020 to require the addition of a notarized proof in addition to a notarized acknowledgement. Therefore, effective July 1, 2020, any instrument that requires a notarized acknowledgement must now also include a notarized proof by an independent witness. If the Company is presented with instruments that do not comply with IC 32-21-2-3(a), the following exception will be added to Schedule B of the policy: "Any defect, lien, encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a)."
2. Warranty Deed, from Merle W. Lorntz and Beverly J. Lorntz, to To Be Determined.
3. NOTE: Compliance with IC 6-1.1-5.5-1 et seq, and as amended, which provides for the filing of a Sales Disclosure Form, which must accompany the required conveyance, may be required in order to make said conveyance eligible for recordation.

4. Vendors, (Sellers), Closing Affidavit to be furnished this office.
5. The company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

ALTA COMMITMENT SCHEDULE BI-2006

Commitment #2009464

**SCHEDULE B - SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Rights or claims of parties in possession but not shown by the public records.

Easements, or claims of easements, not shown by the public records.

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.

Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Taxes or special assessments which are not shown as existing liens by the public records.

1. Taxes for 2019, due and payable in the year 2020

Property #76122800004000014

Legal Description: MD PT NW FR1/2 SEC 28 70A

Land Value	Improvements	Exemptions	
\$45,100	\$0	\$0	
SALEM TWP	1 st Installment Tax	\$232.48	PAID
SALEM TWP	2 nd Installment Tax	\$232.48	NOT PAID
SAMUEL ALLEN	1 st Installment Tax	\$46.00	PAID
SAMUEL ALLEN	2 nd Installment Tax	\$46.00	NOT PAID

Property #761221000025000014

Legal Description: LORNTZ SUBDIVISION LOT 1 3.23A

Land Value	Improvements	Exemptions	
\$17,700	\$12,800	\$0	
SALEM TWP	1 st Installment Tax	\$157.23	PAID
SALEM TWP	2 nd Installment Tax	\$157.23	NOT PAID
SAMUEL ALLEN	Annual Assessment Tax	\$6.46	PAID

Property #761221000026000014

Legal Description: LORNTZ SUBDIVISION LOT 2 1.93A

Land Value \$24,900 Improvements \$203,000

Exemptions \$45,000 Hmstd-Standard \$62,300 Hmstd-Supplemental

SALEM TWP 1st Installment Tax \$599.89 PAID

SALEM TWP 2nd Installment Tax \$599.89 NOT PAID

DEWITT-WEICHT-SP Annual Assessment Tax \$6.18 PAID

****PLEASE NOTE: The Assessed Improvements Value decreases to \$155,600 for the above Property Number for the 2020 PAY 2021 Assessment Year***

****PLEASE NOTE: The Exemptions could possibly be removed from and/or added to this Property, which could lead to a significant increase and/or decrease in the Taxes for this Property. Guardian Title Company is NOT responsible for calculating any changes in Taxes because there are too many variables involved. ANY DEBITS AND/OR CREDITS ASSIGNED TO THE BUYERS AND/OR SELLERS WILL BE BASED OFF THE 2019 PAY 2020 TAXES, AND ANY POSSIBLE FUTURE INCREASES AND/OR DECREASES WILL NOT BE TAKEN INTO CONSIDERATION. PLEASE PLAN ACCORDINGLY.***

2. Taxes for 2020, due and payable in the year 2021, which became a lien on January 1, 2020, and which are not yet due and payable.
3. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
4. Rights of others to use that portion of the subject real estate which lies within the right of way of public roads and/or highways.
5. Possible rights of tile and/or drainage ditches.
6. Subject to any adverse claim of title to that portion, if any, of the land described in Schedule C, that lies below the ordinary low water mark of creeks/streams/rivers/ponds/ditches/lakes/waterways, and any adverse claim based on the assertion that some portion of said creeks/streams/rivers/ponds/ditches/lakes/waterways was created by artificial means. Also, such rights and easements for navigation, commerce or recreation, which may exist over that portion of said land beneath the water of said creeks/streams/rivers/ponds/ditches/lakes/waterways, and rights of upper and lower littoral owners with respect to said creeks/streams/rivers/ponds/ditches/lakes/waterways.
7. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.

8. Covenants, conditions, restrictions, and easements, as set forth on the Recorded Plat of Lorntz Subdivision, as recorded in Instrument Number 12070494, in the Office of the Recorder of Steuben County, Indiana. (TRACT II)
9. Any defect, lien, encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a).
10. Judgment search has been made against, Merle W. Lorntz, for ten years last past and NONE FOUND.
11. Judgment search has been made against, Beverly J. Lorntz, for ten years last past and NONE FOUND.

Commitment #2009464

SCHEDULE A - SECTION II
PROPERTY DESCRIPTION

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

TRACT I

The Northwest Quarter of the Northeast Quarter of Section 28, Township 36 North, Range 12 East, Containing 40 Acres, more or less, EXCEPTING Beginning 14 Feet North of the Southeast Corner of Said Land and Running Thence South to Said Southeast Corner; Thence West 25 Feet; Thence in a Northeasterly Direction to the Place of Beginning. ALSO, Beginning at the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 28, Said Township and Range, and Running Thence South 1,320 Feet to the Southeast Corner thereof; Thence West 760 Feet to the Outlet of Little Lime Lake; Thence North 05 degrees and 55 minutes West 664.8 Feet; Thence North 53 degrees and 50 minutes West along the Hard Land adjoining the Shore of Little Lime Lake 594 Feet to the One-Eighth Line; Thence North 310 Feet to the Section Line; Thence East on the Section Line 1,320 Feet to the Place of Beginning, Containing 30.7 Acres. Subject to legal highways.

TRACT II

Beginning at the northeast corner of the southeast quarter of section 21, township 36 north, range 12 east of the Second Principal Meridian, and running thence south 2641 feet to the southeast corner of said quarter section; thence west on the section line 1782 feet; thence north 1426 feet to the center of the road; thence north 79 degrees east along the center of said road 330 feet; thence north 1138 feet to the quarter line; thence east on the quarter line 1440 feet to the place of beginning, containing 97.89 acres, more or less.

EXCEPTING

Part of the Southeast Quarter of Section 21, Township 36 North, Range 12 East, Salem Township, Steuben County, Indiana, and bounded as follows:

Beginning at a MAG nail at the Northeast corner of said southeast quarter; thence South 00 degrees 58 minutes 51 seconds East (assumed bearing) 2616.56 feet; thence South 89 degrees 55 minutes 05 seconds West 1375.99 feet to a Taylor rebar; thence South 01 degree 35 minutes 40 seconds East 10.00 feet to a Taylor rebar; thence South 89 degrees 55 minutes 05 seconds West 406.44 feet to a Taylor rebar on the East line of land described in deed record 1202-0413; thence North 01 degree 35 minutes 40 seconds West 1395.73 feet along said east line to a #5 rebar; thence North 79 degrees 00 minutes 00 seconds East 330.00 feet along the center line of County Road 575 S; thence North 00 degrees 37 minutes 06 seconds East 1149.94 feet to a Taylor rebar on the north line of said Quarter; thence North 89 degrees 10 minutes 35 seconds East 1440.00 feet along said line to the point of beginning. The above described tract contains 91.66 acres, more or less, after the following 5.16 acre exception, and is subject to all easements and rights-of-way on record.

EXCEPTING THEREFROM the following described real estate, to-wit:

Part of the Southeast Quarter of Section 21, Township 36 North, Range 12 East, Salem Township, Steuben County, Indiana, and bounded as follows:

Commencing at a MAG nail at the Northeast corner of said southeast quarter; thence South 00 degrees 58 minutes 51 seconds East (assumed bearing) 1010.60 feet to the center of CR 575S; thence South 88 degrees 03 minutes 08 seconds West 569.40 feet along said centerline to the point of beginning; thence South 01 degree 25 minutes 55 seconds West 200.46 feet to a Taylor rebar; thence South 40 degrees 08 minutes 10 seconds West 211.68 feet to a Taylor rebar; thence North 84 degrees 27 minutes 41 seconds West 317.37 feet to a Taylor rebar; thence North 01 degree 31 minutes 33 seconds West 275.65 feet to the centerline of CR 575S; thence North 79 degrees 00 minutes 00 seconds East 175.47 feet along said centerline; thence North 08 degrees 56 minutes 52 seconds West 353.42 feet to a Taylor rebar; thence North 81 degrees 55 minutes 01 seconds East 224.88 feet to a Taylor rebar; thence South 12 degrees 15 minutes 25 seconds East 368.15 feet to the centerline of CR 575S; thence North 88 degrees 03 minutes 08 seconds East 46.65 feet to the point of beginning. The above described tract contains 5.16 acres, more or less.

TRACT III

Lots 1 and 2 in Lorntz Subdivision, recorded as Instrument Number 12070494, in the Office of the Recorder of Steuben County, Indiana.

Commitment #2009464

**GUARDIAN TITLE COMPANY
and
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of GUARDIAN TITLE COMPANY and COMMONWEALTH LAND TITLE INSURANCE COMPANY.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates, or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.