

**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065	Fidelity National Title Company, LLC 108 W. Main Street Warsaw, IN 46580 Main Phone: (574)268-0065 Main Fax: (574)268-0095

**Order Number: 702100197****Property Address:** Vacant Land 450 N, Warsaw, IN 46582**SCHEDULE A**

1. Commitment Date: February 3, 2021 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Policy Amount: \$10,000.00
  - (b) ALTA Loan Policy 2006  
Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above, its successors and/or assigns as their respective interests may appear  
Proposed Policy Amount: \$10,000.00
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:  
Fahl Manufactured Homes, Inc., an Indiana corporation
5. The Land is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 43-07-22-300-217.000-016**

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PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 33 NORTH, RANGE 6 EAST, KOSCIUSKO COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 52 MINUTES 30 SECONDS EAST (DEED BEARING AND USED AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION); ON AND ALONG THE NORTH LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER, A DISTANCE OF 775.00 FEET TO A P.K. NAIL FOUND AT THE NORTHEAST CORNER OF THE PLAT OF THE NORTH WINDS, AS RECORDED IN PLAT BOOK 10, PAGE 43 IN THE RECORDS OF KOSCIUSKO COUNTY, INDIANA, SAID P.K. NAIL ALSO BEING AT THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 52 MINUTES 30 SECONDS EAST, ON AND ALONG SAID NORTH LINE, BEING WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD 450 NORTH, A DISTANCE OF 531.65 FEET TO A P.K. NAIL FOUND AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 24 MINUTES 00 SECOND EAST, ON AND ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER, A DISTANCE OF 912.75 FEET TO A 5/8 INCH IRON PIN CAPPED "WALKER" FOUND AT THE NORTHEAST CORNER OF LOT NUMBER 102 IN THE PLAT OF THE NORTH WINDS SECTION 5, AS RECORDED IN PLAT BOOK 13, PAGE 39 IN SAID RECORDS; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST, ON AND ALONG A NORTH LINE OF SAID PLAT OF THE NORTH WINDS SECTION 5, A DISTANCE OF 140.00 FEET TO A 5/8 INCH IRON PIN CAPPED "WALKER" FOUND AT A CORNER OF SAID PLAT OF THE NORTH WINDS SECTION 5; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, ON AND ALONG AN EAST LINE OF SAID PLAT OF THE NORTH WINDS SECTION 5, A DISTANCE OF 58.68 FEET TO A 5/8 INCH IRON PIN CAPPED "WALKER" FOUND AT A CORNER OF SAID PLAT OF THE NORTH WINDS SECTION 5; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON AND ALONG A NORTH LINE OF SAID PLAT OF THE NORTH WINDS SECTION 5, A DISTANCE OF 247.60 FEET TO A 5/8 INCH IRON PIN CAPPED "WALKER" FOUND AT A CORNER OF SAID PLAT OF THE NORTH WINDS SECTION 5; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ON AND ALONG A WEST LINE OF SAID PLAT OF THE NORTH WINDS SECTION 5, A DISTANCE OF 31.13 FEET TO A CORNER OF SAID PLAT OF THE NORTH WINDS SECTION 5, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ON AND ALONG A NORTH LINE OF SAID PLAT OF THE NORTH WINDS SECTION 5, A DISTANCE OF 150.00 FEET TO A 5/8 INCH IRON PIN CAPPED "WALKER" FOUND AT A CORNER OF SAID PLAT OF THE NORTH WINDS SECTION 5, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ON AND ALONG AN EAST LINE OF SAID PLAT OF THE NORTH WINDS SECTION 5, AND ON AND ALONG AN EAST LINE OF SAID PLAT OF THE NORTH WINDS, A DISTANCE OF 885.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.78 ACRES, OF LAND, MORE OR LESS.

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**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. 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.
5. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. In the event any document is to be notarized using remote online notary, the following requirements apply:
  - A. Confirmation prior to closing that the County Recorders Office of Kosciusko, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
  - B. Electronic recordation in the Recorders Office of Kosciusko of the documents required herein to create the insured estates or interests.
  - C. Execution of instruments in accordance with Indiana law.
  - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
7. 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).

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation name below:
- Name of Corporation: Fahl Manufactured Homes, Inc.
- a. A Copy of the corporation By-laws and Articles of Incorporation
  - b. An original or certified copy of a resolution authorizing the transaction contemplated herein
  - c. If the Articles and/or By-laws require approval by a parent organization, a copy of the Articles and By-laws of the parent
  - d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
9. Furnish for recordation a deed as set forth below:
- Type of deed: Corporate Warranty Deed  
Grantor(s): Fee Simple Title Holder as shown on Schedule A  
Grantee(s): Proposed Insured as shown on Schedule A
10. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
11. Mortgage executed by proposed Mortgagor to the proposed insured lender.
12. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
13. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
14. The Company should be furnished a Vendors Affidavit.
15. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

NOTE: A 36 month chain of title was done and we find the following:

A Deed dated March 2, 1999 and recorded March 2, 1999 from Robert C. Leiter; Howard R. Lehman and Lois A. Lehman, husband and wife to Fahl Manufactured Homes, Inc., an Indiana corporation as Instrument No. 99-03-0219.

NOTE: If an insured closing is completed by Fidelity National Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.

NOTE: If Fidelity National Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

**END OF SCHEDULE B, PART I**

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## 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, attaches, or is disclosed between the report date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
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.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Property Taxes are as follows:
  - Tax Year: 2019
  - Due and Payable: 2020
  - May Installment: \$55.78 Paid
  - November Installment: \$55.78 Paid
  - Name of Taxpayer: Fahl Manufactured Homes Inc.
  - Land: \$9,500.00
  - Improvements: \$0.00
  - Exemptions: \$0.00
  - Taxing Unit: Plain
  - Tax Identification No.: 029-712004-10, State Tax ID No.: 43-07-22-300-217.000-016, Key No.: 029-087-002
  - Description: Pt W 1/2 SW 22-33-6 10.78 Acres per survey
8. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable.
9. Taxes for the year 2021 are a lien, due in 2022, but are not yet due and payable.

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

10. Added improvements in place as of January 1, 2020 are subject to assessment which could increase the tax amounts due in 2021, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
11. Added improvements in place as of January 1, 2021 are subject to assessment which could increase the tax amounts due in 2022, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
12. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
13. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
14. Matters contained in survey recorded June 6, 2019 as Instrument No. 2019060228.
15. Acreage contained in the legal description of the Land is shown solely for the purpose of identifying and describing the Land, and this search should not be construed as insuring the quantity of land as set forth in said description.
16. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
17. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
18. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
19. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: Fidelity National Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

**END OF SCHEDULE B, PART II**

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

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AMERICAN  
LAND TITLE  
ASSOCIATION





Duly Returned for Taxation  
Subject to Final Accounting  
for Transfer Tax

99-03-0219

MAR 2 1999

LASHAWN L. BURKHELD  
RECORDER  
KOSCIUSKO COUNTY



OFFICE OF KOSCIUSKO COUNTY

99 FEB 2 PM 2 21

## WARRANTY DEED

This Indenture Witnesseth, that **Robert C. Leiter; Howard R. Lehman and Lois A. Lehman, husband and wife**, of Kosciusko County, in the State of Indiana,

**CONVEY AND WARRANT to: Fahl Manufactured Homes, Inc., an Indiana corporation,** of Kosciusko County, in the State of Indiana,

Mail Tax Statement No. 4029 N. ST. RD. 15 WARSAW, IN 46580

for and in consideration of **ONE DOLLAR** and other good and valuable considerations, the receipt whereof is hereby acknowledged, the following described **REAL ESTATE** in Kosciusko County, in the State of Indiana, to-wit:

Part of the West half of the Southwest Quarter of Section 22, together with part of the West half of the Northwest Quarter of Section 27, Township 33 North, Range 6 East, further together with Outlot Number 1, in the Plat of The North Winds, as recorded in Plat Book 10, page 43, of the records of Kosciusko County, Indiana, and all together being more particularly described as follows, to-wit:

Beginning at the Northwest corner of the Southwest Quarter of said Section 22; thence South 00 degrees 00 minutes West (deed bearing), on and along the West line of said Southwest Quarter, also on and along the West line of the Plat of The North Winds, as recorded in Plat Book 10, page 43, in the records of Kosciusko County, Indiana, being within the right of way of County Road 100 East, a distance of 362.4 feet to a P.K. nail found; thence North 90 degrees 00 minutes East, on and along the North line of Lots Numbered 1, 2, 3 and 4 in said Plat of The North Winds, a distance of 440.0 feet to an iron pin found at the Northeast corner of said Lot Number 4, also being the Northwest corner of Lot Number 5 in said Plat of The North Winds; thence South 74 degrees 00 minutes East, on and along the North line of Lots Numbered 5, 6 and 7 in said Plat of The North Winds, a distance of 348.5 feet to an iron pin found at the Northeast corner of said Lot Number 7, said iron pin also being on an East line of said Plat of The North Winds; thence South 00 degrees 00 minutes West, on and along said East line, a distance of 229.46 feet to an iron pin at the Southeast corner of Lot Number 8, in said Plat of The North Winds; thence North 85 degrees 00 minutes West, on and along a South line of The North Winds, a distance of 169.08 feet to an iron pin; thence South 05 degrees 00 minutes West, on and along an East line of The North Winds, a distance of 411.44 feet to an iron pin; thence South 90 degrees 00 minutes West, on and along a South line of The North Winds, a distance of 162.17 feet to an iron pin; thence North 48 degrees 00 minutes West, on and along a South line of The North Winds, a distance of 80.0 feet to an iron pin; thence South 42 degrees 00 minutes West, on and along an East line of The North Winds, a distance of 175 feet; thence Southwesterly, on and along point of curvature of a regular curve to the left having a radius of 175 feet; thence Southwesterly, on and along an East line of The North Winds, being defined by said curve, an arc distance of 36.65 feet (the chord of which bears South 36 degrees 00 minutes West for a distance of 36.58 feet) to an iron pin; thence North 60 degrees 00 minutes West, on and along a South line of The North Winds, a distance of 316.62 feet to a P.K. nail found on the West line of the Southwest Quarter of said Section 22; thence South 00 degrees 00 minutes West, on and along said West line, being within the right of way of County Road 100 East, a distance of 1290.69 feet to a P.K. nail situated North 00 degrees 06 minutes East, a distance of 329.88 feet from a P.K. nail found at the Southwest corner of said Section 22 and being situated 30.0 feet (measured at right angles) Northwesterly of the centerline of an existing overhead utility line; thence South 36 degrees 38 minutes East, and parallel to and 30.0 feet (measured at right angles), Northwesterly of said centerline, a distance of 465.60 feet to an iron pin; thence North 84 degrees 00 minutes East, a distance of 17.46 feet to an iron pin; thence South 08 degrees 00 minutes East, a distance of 31.35 feet to an iron pin at a point situated 30.0 feet (measured at right angles) Northwesterly of said centerline; thence South 36 degrees 38 minutes East, parallel to and 30.0 feet (measured at right angles) Northwesterly of said centerline, a distance of 196.67 feet to an iron pin at a point situated South 89 degrees 48 minutes 40 seconds East, a distance of 416.83 feet from a point on the East line of the Northwest Quarter of said Section 27; thence South 89 degrees 48 minutes 40 seconds East, a distance of 969.42 feet to a point on the East line of the West half of said Northwest Quarter, said point being situated 2.25 feet East of the Southeast corner of a wood post found; thence North 00 degrees 16 minutes West, on and along said East line, a distance of

250.71 feet to the center of a concrete post found at the Northeast corner of said West half and also being the Southeast corner of the West half of the Southwest Quarter of said Section 22; thence North 00 degrees 24 minutes West, on and along the East line of the West half of said Southwest Quarter, a distance of 2662.75 feet to a P.X. nail found at the Northeast corner of said West half; thence South 89 degrees 52 minutes 30 seconds West, on and along the North line of said Southwest Quarter, being partially within the right of way of County Road 450 North, a distance of 1306.65 feet to the point of beginning.

Subject to the conditions, restrictions, easements, building lines, etc. upon the use of the described real estate that may be shown of record in the Recorder's Office of Kosciusko County, Indiana.

In Witness Whereof, the said grantors, have hereunto set their hands and seals on this 2 day of MARCH, 1999.

  
(Robert C. Leiser)

*received Gladys Evans Leiser*  
  
(Howard R. Leisman) 2550-536-57-1470

*received Gladys Evans Leiser*  
  
(Lois A. Leisman) 2550-521-50-910-D

STATE OF Indiana, Lee COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 22 day of February, 1999, personally appeared the within named Howard R. Leisman and Lois A. Leisman, grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires: 11/8/2002  
Resident of Earl Apple, 2177-014

  
Joanne McCall Notary Public  
Printed Name

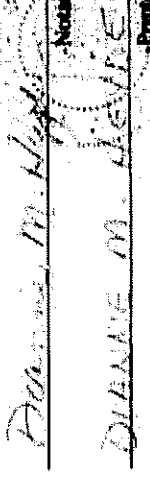


STATE OF INDIANA, KOSCIUSKO COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 22 day of February, 1999, personally appeared the within named Robert C. Leiser, grantor in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires: 3-24-99  
Resident of Kosciusko County, IN

  
Duanne M. Leiser Notary Public  
Printed Name

THIS INSTRUMENT PREPARED BY: William M. Dabbs, II, Attorney at Law,  
211 W. Fort Wayne Street, Suite A,  
Warsaw, Indiana 46580

25x11

# J.K. Walker & Associates, P.C.

Land Surveying, Civil Engineering & Land Planning

William D. Kyle, P.S.

Kevin R. Michel, P.E. & P.S.

112 West Van Buren Street, Columbia City, IN 46725

Phone: 260-244-3640 Fax: 260-244-4640

[www.walkersurveying.net](http://www.walkersurveying.net)

Email: [mail@walkersurveying.net](mailto:mail@walkersurveying.net)

2019050228 SRVY \$25.00

06/06/2019 12:44:44P 3 PGS

Joetta Mitchell

Kosciusko County Recorder IN

Recorded as Presented

Page 1 of 3

## DESCRIPTION OF SURVEYED TRACT

(Remainder of Document Number 99-03-0219)

Part of the West half of the Southwest Quarter of Section 22, Township 33 North, Range 6 East, Kosciusko County, Indiana (This description prepared by Kevin R. Michel, LS80870006, as part of retracement survey QJ-174 completed by J.K. Walker and Associates, P.C., dated June 3, 2019), being more particularly described as follows, to wit:

Commencing at a Mag nail found at the Northwest corner of said Southwest Quarter; thence N89°-52'-30"E (deed bearing and used as the basis of bearings for this description); on and along the North line of the West half of said Southwest Quarter, a distance of 775.00 feet to a P.K. nail found at the Northeast corner of the Plat of The North Winds as recorded in Plat Book 10, page 43 in the records of Kosciusko County, Indiana, said P.K. nail also being at the POINT OF BEGINNING; thence continuing N89°-52'-30"E, on and along said North line, being within the right-of-way of County Road 450N, a distance of 531.65 feet to a P.K. nail found at the Northeast corner of the West half of said Southwest Quarter; thence S00°-24'-00"E, on and along the East line of the West half of said Southwest Quarter, a distance of 912.75 feet to a 5/8-inch iron pin capped "Walker" found at the Northeast corner of Lot Number 102 in the Plat of The North Winds, Section 5, as recorded in Plat Book 13, page 39 in said records; thence S89°-36'-00"W, on and along a North line of said Plat of The North Winds, Section 5, a distance of 140.00 feet to a 5/8-inch iron pin capped "Walker" found at a corner of said Plat of The North Winds, Section 5; thence N00°-24'-00"W, on and along an East line of said Plat of The North Winds, Section 5, a distance of 58.68 feet to a 5/8-inch iron pin capped "Walker" found at a corner of said Plat of The North Winds, Section 5; thence S90°-00'-00"W, on and along a North line of said Plat of The North Winds, Section 5, a distance of 247.60 feet to a 5/8-inch iron pin capped "Walker" found at a corner of said Plat of The North Winds, Section 5; thence S00°-00'-00"W, on and along a West line of said Plat of The North Winds, Section 5, a distance of 31.13 feet to a corner of said Plat of The North Winds, Section 5; thence S90°-00'-00"W, on and along an East line of said Plat of The North Winds, Section 5, a distance of 150.00 feet to a 5/8-inch iron pin capped "Walker" found at a corner of said Plat of The North Winds, Section 5, and on and along an East line of said Plat of The North Winds, a distance of 885.00 feet to the point of beginning, containing 10.78 acres of land, more or less, subject to legal right-of-way for County Road 450N, subject to all legal drain easements and all other easements of record.

## FLOOD HAZARD STATEMENT

The accuracy of any flood hazard data shown on this report is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced Flood Insurance Rate Map. The surveyed tract appears to be situated in Zone "X", which is not in a flood plain, as said land plots by scale on Map Number 18085C0165D of the Flood Insurance Rate Maps for Kosciusko County, Indiana, dated September 30, 2015.

## THEORY OF LOCATION

This is a retracement boundary survey of part of the West half of the Southwest Quarter of Section 22, Township 33 North, Range 6 East, Kosciusko County, Indiana, located on County Road 450N, Lighthouse Drive and Portside Drive in Kosciusko County, Indiana. The surveyed tract is the remainder of a certain tract of land as recorded in Document Number 99-03-0219 in the records of Kosciusko County, Indiana.

Multiple GPS observations utilizing a WGS84 signal and a local coordinate grid were utilized this survey.

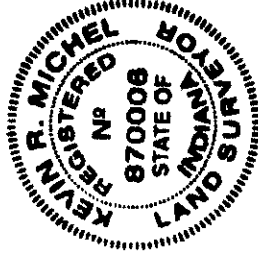
The Northwest corner of said Southwest Quarter is county referenced. A Mag nail was found at this corner and was held this survey.

A P.K. nail was found at the Northeast corner of the West half of said Southwest Quarter and was held this survey.

A concrete post was found at the Southeast corner of the West half of said Southwest Quarter and was held this survey.

Date: June 3, 2019  
Name: Fahl Manufactured Homes, Inc.  
Address: 450N

Survey #: QJ-174



# J.K. Walker & Associates, P.C.

Land Surveying, Civil Engineering & Land Planning

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A P.K. nail was found at the Northwest corner of the surveyed tract and was held this survey. A 5/8-inch iron pin capped "Walker" was found at the other Six (6) corners of the surveyed tract. Said iron pins were held this survey.

See survey for other monuments found near the surveyed tract.

See survey for monuments found that are referenced.

## SURVEYOR'S REPORT

In accordance with the Title 865 IAC 1-12 "Rule 12" of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties of the location of the lines and corners established on this survey as a result of:

(A) Availability and condition of referenced monuments.  
See comments above concerning monuments set or found and held this survey. The monuments found are in good condition unless otherwise noted. Certain monuments are referenced as shown.

(B) Occupation or possession lines.

None

(C) Clarity or ambiguity of the record description used and of adjacent descriptions and the relationship of the lines of the subject tract with adjacent lines.

None

(D) The relative positional accuracy of the measurements.

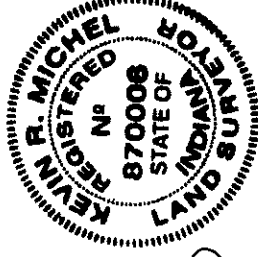
The Relative Positional Accuracy (due to random errors in measurements) of the corners of the subject tract established by this survey is within the specifications for Suburban surveys: 0.13 feet (40 millimeters) plus 100 parts per million as defined by IAC 865.

## NOTES

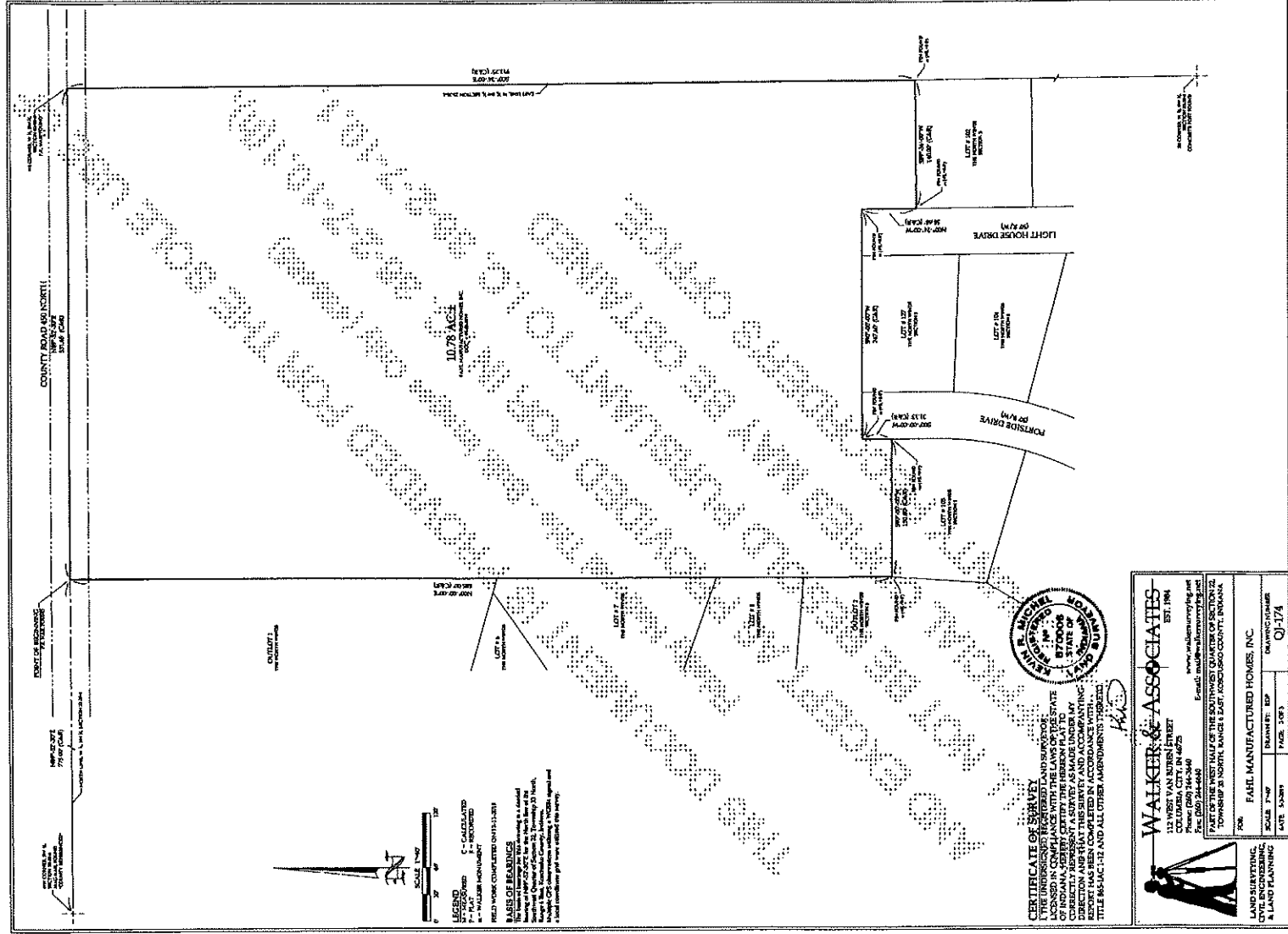
1. This survey is subject to any facts and /or easement that may be disclosed by a full and accurate title search. The undersigned should be notified of any additions or revision that are required. The undersigned was not provided with a current title commitment for use on this survey.
2. For monuments found and set, see survey. All pins set are #5 Rebars with caps marked "Walker".
3. Origin of monuments unknown, unless noted on survey.
4. Measurements of this survey are based on aforesaid G.P.S. and/or E.T.S. traverse measurements.
5. Ownership research of the subject tract, and adjoining tracts, was obtained from current tax records on file in the Offices of the county Auditor and Recorder.
6. The Plat of The North Winds was used as a reference.  
The Plat of The North Winds, Section 5 was used as a reference.  
Reference survey(s) by J.K. Walker & Associates, P.C., dated 10-19-15.
7. I, Kevin Michel, 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.

Date: June 3, 2019  
Name: Fahl Manufactured Homes, Inc.  
Address: 450N

Survey #: QJ-174



A handwritten signature in black ink, appearing to read "K. Michel".



LEGEND  
 C - CALCULATED  
 F - FIELD  
 M - MEASURED  
 R - RECORDED  
 S - SURVEYED  
 T - TYPICAL

BASE OF BEARINGS  
 Magnetic North  
 True North  
 Magnetic Declination  
 Magnetic Declination  
 Magnetic Declination

**CERTIFICATE OF SURVEY**  
 I, THE UNDERSIGNED REGISTERED LAND SURVEYOR,  
 LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE  
 OF MISSOURI, HEREBY CERTIFY THAT THE FOREGOING  
 CORRECTLY REPRESENTS A SURVEY AS MADE UNDER MY  
 DIRECTION AND THAT THIS SURVEY AND ACCOMPANYING  
 INSTRUMENTS COMPLY WITH THE REQUIREMENTS OF THE  
 TITLE ACT AND ALL OTHER APPLICABLE LAWS.



**WALKER & ASSOCIATES**  
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 TOWNSHIP 8 NORTH, RANGE 8 EAST, COUNTY OF BENTON, MISSOURI

FOR: **FAIR-MANUFACTURED HOMES, INC.**  
 SCALE: 1"=40'  
 SHEET: 803  
 DATE: 10/11/2011  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]