



# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

### NOTICE

**IMPORTANT-READ CAREFULLY:** 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 EXTRA CONTRACTUAL 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, Chicago Title Insurance Company, a 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 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary

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ALTA Commitment for Title Insurance 8-1-16



(FRANKWENRICK.PFD/19/04/307/4)



# Chicago Title Insurance Company

## 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; and
- (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.

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## Chicago Title Insurance Company

### 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.

### 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.

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## Chicago Title Insurance Company

### 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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# Chicago Title Insurance Company

## SCHEDULE A

1. Commitment Date: December 28, 2022 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Own. Policy (06/17/06)  
Proposed Insured: TBD  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
Edward F. and Beverly J. Loehmer Family Trust, dated November 10, 2016
5. The Land is described as follows:

66-07-23-100-029.000-010;      66-07-23-400-013.000-010;      66-07-23-300-012.000-010

The South Half of the Northwest Quarter of the Northeast Quarter, containing 20 Acres, more or less; The Southwest Quarter of the Northeast Quarter, containing 40 Acres, more or less; The West Half of the Northwest Quarter of the Southeast Quarter, containing 20 Acres, more or less; The West Half of the East Half of the Northwest Quarter of the Southeast Quarter, containing 10 Acres, more or less and the Northeast Quarter of the Southwest Quarter, containing 40 Acres, more or less, EXCEPTING from the last above described tract the following: Beginning at the Southwest Corner of said Northeast Quarter of the Southwest Quarter, running thence North 40 rods; Thence East 42 rods; Thence South 40 rods, Thence West 42 rods to the place of beginning, containing 10 ½ Acres, more or less, all in Section 23, Township 30 North, Range 2 West, and containing in all after said exception 119 ½ Acres, more or less, subject to existing easements and legal highway.

ALSO:

66-07-22-100-005.000-010;      66-07-22-400-008.000-010;      66-07-23-300-011.000-010;

66-07-23-200-009.000-010

East Half of the Northeast Quarter of Section 22, EXCEPT 10 Acres off of the North end thereof; Northeast Quarter of the Southeast Quarter of Section 22; West Half of the Northwest Quarter of Section 23, EXCEPT THEREFROM 10 Acres off of the North side, and the Northwest Quarter of the Southwest Quarter of Section 23, all in Township 30 North, Range 2 West, EXCEPT a strip eight and one-fourth feet on each side of a line surveyed and adopted as a natural gas pipeline system over and across said land, containing 220 Acres, more or less. EXCEPTING THEREFROM the following: That Part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 30 North, Range 2 West, in Monroe Township, Pulaski County, Indiana described by: Commencing at a survey nail at the Northeast Corner of the West Half of the Northwest Quarter of said Section 23; Thence South (assumed bearing) along the fraction section line 1588.34 Feet to a survey nail and the point of beginning; Thence South along the fractional section line 328.00 Feet to a Survey nail; Thence West 264.00 Feet to a ½ inch iron pipe; Thence North 328.00 Feet to a ½ inch iron pipe; Thence East 264.00 Feet to the point of beginning, containing 1.988 Acres, more or less.

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(LOEHMEREDWARDTRUSTPRELIM.PFD/23/01/101/5)

**SCHEDULE A**  
(Continued)

ALSO EXCEPTING THEREFROM: Part of the West Half of the Northwest Quarter of Section 23, Township 30 North, Range 2 West, Pulaski County, Indiana, more particularly bounded and described as follows: Commencing at a point on the Section Line 940.88 Feet South of the Northeast Corner of the South 70 Acres of the West Half of the Northwest Quarter of said Section 23; Thence South along the Section Line 174.24 Feet; Thence West, on a line at an angle of 90 Degrees 00 Minutes from said Section Line, 250 Feet; Thence North 174.24 Feet; Thence East 250 Feet to the point of beginning, containing 1 Acre, more or less.

**CHICAGO TITLE INSURANCE COMPANY**

Pulaski County Abstract Co., Inc.

By: \_\_\_\_\_

  
**Kyle D. Sommers, President**

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# Chicago Title Insurance Company

## 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.
- a. 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 then make additional requirements and exceptions.
- b. By virtue of I.C. 27-7-3.6 a fee of \$5 will be collected from the purchase of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
- c. Note: Please notify Pulaski County Abstract Company, Inc. prior to closing of any information you become aware of that is different than shown on this commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTRY, ESTATES or DECEASED PARTIES, ETC.) We reserve the right to make additional requirements and/or exceptions based upon any new information provided.
- d. Payment in full and release of mortgages and liens included on Schedule B-ii.

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(LOEHMEREDWARDTRUSTPRELIM.PFD/23/01/1016)

**SCHEDULE B**  
(Continued)

**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 Commitment 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.
- a. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$465.86 each installment. Being assessed in the name of Edward F. and Beverly J. Loehmer Family Trust. Based upon assessed value of land 71,500; improvements at No Improvements; exemptions No Exemptions; Parcel No. 010-00775-00 State Parcel Number 66-07-23-100-029.000-010 (Pt. W.2 NE Less NE NW NE Sec.23 60 Acres) Both Tax Installments shown PAID.

Computer Records indicate that Annual Maintenance for the Agnew-Lower End Ditch and Moss Ditch shown nothing currently due. May be perpetual.

Computer Records indicate that Annual Maintenance for the Nimz Br./Moss Ditch shown due as follows: May 2022 \$150.00 PAID. November 2022 \$150.00 PAID. May be perpetual.

- b. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$220.88 each installment. Being assessed in the name of Edward F. and Beverly J. Loehmer Family Trust. Based upon assessed value of land 33,900; improvements at No Improvements; exemptions No Exemptions; Parcel No. 010-00776-00 State Parcel Number 66-07-23-400-013.000-010 (Pt. NW SE Sec.23 30 Acres) Both Tax Installments shown PAID.

Computer Records indicate that Annual Maintenance for the Agnew-Lower End Ditch and Moss Ditch shown nothing currently due. May be perpetual.

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**SCHEDULE B**  
(Continued)

Computer Records indicate that Annual Maintenance for the Nimz Br./Moss Ditch shown due as follows: May 2022 \$75.00 PAID. November 2022 \$75.00 PAID. May be perpetual.

- c. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$236.51 each installment. Being assessed in the name of Edward F. and Beverly J. Loehmer Family Trust. Based upon assessed value of land 36,300; improvements at No Improvements; exemptions No Exemptions; Parcel No. 010-00777-00 State Parcel Number 66-07-23-300-012.000-010 (NE SW Less 10.50 Acres SW COR Sec. 23 29.50 Acres) Both Tax Installments shown PAID.

Computer Records indicate that Annual Maintenance for the Agnew-Lower End Ditch and Moss Ditch shown nothing currently due. May be perpetual.

Computer Records indicate that Annual Maintenance for the Nimz Br./Moss Ditch shown due as follows: May 2022 \$73.75 PAID. November 2022 \$73.75 PAID. May be perpetual.

- d. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$617.02 each installment. Being assessed in the name of Edward F. and Beverly J. Loehmer Family Trust. Based upon assessed value of land 94,700; improvements at No Improvements; exemptions No Exemptions; Parcel No. 010-00778-00 State Parcel Number 66-07-22-100-005.000-010 (S Pt. E.2 NE Sec.22 70 Acres) Both Tax Installments shown PAID.

Computer Records indicate that Annual Maintenance for the Agnew-Lower End Ditch, Agnew Ditch and Hoch Ditch shown nothing currently due. May be perpetual.

- e. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$289.28 each installment. Being assessed in the name of Edward F. and Beverly J. Loehmer Family Trust. Based upon assessed value of land 44,400; improvements at No Improvements; exemptions No Exemptions; Parcel No. 010-00779-00 State Parcel Number 66-07-22-400-008.000-010 (NE SE Sec.22 40 Acres) Both Tax Installments shown PAID.

Computer Records indicate that Annual Maintenance for the Agnew-Lower End Ditch, Agnew Ditch and Hoch Ditch shown nothing currently due. May be perpetual.

- f. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$306.23 each installment. Being assessed in the name of Edward F. and Beverly J. Loehmer Family Trust. Based upon assessed value of land 47,000; improvements at No Improvements; exemptions No Exemptions; Parcel No. 010-00780-00 State Parcel Number 66-07-23-300-011.000-010 (NW SW Sec.23 40 Acres) Both Tax Installments shown PAID.

Computer Records indicate that Annual Maintenance for the Agnew-Lower End Ditch and Moss Ditch shown nothing currently due. May be perpetual.

- g. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$852.60 each installment. Being assessed in the name of Edward F. and Beverly J. Loehmer Family Trust. Based upon assessed value of land 100,800; improvements at 93,200; exemptions Homestead 45,000; Homestead-Suppl 15,015; Parcel No. 010-00781-00 State Parcel Number 66-07-23-200-009.000-010 (Pt. W.2 NW Sec.23 67.012) Both Tax Installment shown PAID.

Computer Records indicate that Annual Maintenance for the Agnew-Lower End Ditch and Moss Ditch shown nothing

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**SCHEDULE B**  
(Continued)

currently due. May be perpetual.

- h. The above as shown on the computerized assessment records in the Office of the Treasurer of Pulaski County. Any possible additional or retroactive assessments or amounts billed including a reconciling statement, under IC 6-1.1 for taxes against the land, and all interest and penalties that may accrue. Informational Note: The Commitment and/or Policy does not insure the accuracy of tax information.
- i. NOTE: The real estate tax information set out above was taken from the Pulaski County Treasurer computer system on the date searched. This information, while believed to be accurate, at this time is subject to change without notice. Neither the Company nor its agent assumes or accepts any responsibility for loss, damage, cost or expense due to any change in the information reflected above.
- j. Taxes for the year 2022 payable in 2023 are a lien not yet due and payable.
- k. Taxes for the year 2023 payable in 2024 are a lien not yet due and payable.
- l. The Company assumes no liability for the accuracy of the amount of any exemptions affecting the property or the value of the land and improvements as shown herein. The property owner/purchaser is responsible for filing any property exemptions, credits or deductions. This commitment/policy does not insure against any loss or damage arising out of the subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
- m. NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.
- n. 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, including utility right of way.
- o. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- p. Right of way for drainage, flow and maintenance of Agnew-Lower End Ditch, Agnew Ditch, Moss Ditch, Nimz Br/Moss Ditch, and Hoch Ditch, together with an additional 75 foot right of way as provided by IC 36-9-27-33.
- q. Any conveyance and/or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the Trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
- r. Subject to terms, provisions and conditions of the Trust under which title is held.
- s. The acreage/square footage indicated in the legal description is solely for the purpose of identifying the land. This commitment/policy does not insure acreage or the exact quantity of land.
- t. The land described in this commitment shall not be deemed to include any house trailer, mobile home, or mobile dwelling on the subject property.
- u. DURABLE POWER OF ATTORNEY for Beverly J. Loehmer dated February 24, 2015 and recorded November 14, 2016 at 2:01 PM as Document Number 20162046.
- v. DURABLE POWER OF ATTORNEY for Edward F. Loehmer dated February 24, 2015 and recorded November 14, 2016 at 2:01 PM as Document Number 20162047.
- w. Easement for Gas Mains in favor of NIPSCO dated May 16, 1954 and recorded May 24, 1954 at 9:00 AM as

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**SCHEDULE B**  
(Continued)

Miscellaneous Record "S", Page 283.

- x. Easement for Gas Mains in favor of NIPSCO dated March 26, 1964 and recorded April 23, 1964 at 10:00 AM as Deed Record 125, Page 171.
- y. Easement for Gas Mains in favor of NIPSCO dated March 26, 1964 and recorded April 23, 1964 at 10:00 AM as Deed Record 125, Page 170.
- z. OILAND GAS LEASE dated September 23, 1950 and recorded October 13, 1950 at 8:00 AM as Miscellaneous Record R, Page 144.
- Aa. Easement in favor of NIPSCO dated August 1, 1951 and recorded August 29, 1951 at 8:00 AM as Miscellaneous Record "R", Page 319.
- Ab. County Health Ordinance, regulating the installation, construction, maintenance and operation of private sewage disposal systems in closely built-up areas and providing penalties for violation thereof, dated June 15, 1981, recorded September 4, 1985 in Miscellaneous Record No. 6, page 210.
- Ac. Pulaski County Flood Plain Zoning Ordinance, for the regulation of land use through zoning of the area within the unincorporated areas of the County of Pulaski, the jurisdiction of the Pulaski County Flood Plain Commission, and the establishment of improvement location permit procedures, adopted September 3, 1985 and recorded September 4, 1985 in Miscellaneous Record No. 6, page 211, and as revised September 22, 1992 and recorded September 23, 1992 in Miscellaneous Record No. 8, page 390, and revised May 15, 2000 and recorded May 26, 2000 as Document No. 20001115 and re-recorded June 13, 2000 at 9:06 AM as Document No. 20001245.
- Ad. By virtue of I.C. 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
- Ae. 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 IC36-2-11-15: "I affirm, under 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)." Additionally, pursuant to IC 35-2-73.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the County recorder since the law's inception in 2005 and will continue to be collected until further notice."
- Af. Note: This commitment is based upon a search and examination of the public record information by Pulaski County Abstract Company, Inc., and also dba Fulton County Title. Utilization of the information contained herein by an entity other than Pulaski County Abstract Company, Inc. For the purpose of issuing a title commitment or policy for any or all of the proposed insured names on Schedule "A" shall be considered a violation of the proprietary rights of Pulaski County Abstract Company, Inc. and dba Fulton County Title of its search and examination work product.
- Ag. Note: Please notify Pulaski County Abstract Company, Inc., and also dba Fulton County Title prior to closing, of any information you become aware of that is different than shown on this commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTY, ESTATES or DECEASED PARTIES, ETC.). We reserve the right to make additional requirements and/or exceptions based upon any new information provided.
- Ah. NOTE: The Company takes no liability for unapproved land splits, unrecorded surveys or other matters that may lead to denial of land transfer by the county Auditor, nor for the accuracy of the address in Schedule A.
- Ai. This commitment or foreclosure guarantee commitment is furnished by Chicago Title Insurance Company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of Chicago Title Insurance Company. This

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16

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**SCHEDULE B**  
(Continued)

commitment is not an abstract of 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. Persons and entities not listed above as proposed insured's are not entitled to rely upon this commitment for any purpose.

- Aj. Subject to Unified Development Document Zoning Ordinance Subdivision Control Ordinance Right to Farm Ordinance Wind Energy Convergence Ordinance Definitions & Procedures as recorded on June 18, 2012 at 1:46 PM as Document No. 20121243.
- Ak. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the public records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservation of interests that are not listed.
- Al. Liens or financing statements, if any, affecting crops growing or to be grown on the land.
- Am. Rights or claims of parties in possession not shown by the public records.
- An. Effective July 1, 2013, SEA 370 requires title companies acting as a settlement or closing agent to issue a closing protection letter for a fee to a lender, borrower, buyer and seller in residential real estate transactions in which a title policy is to be issued. The closing protection letter provides coverage against any loss of settlement funds (under the terms and provisions of the closing protection letter) that results from: 1) theft or misappropriation of settlement funds; and 2) failure to comply with written closing instructions agreed to by the title company to the extent that items (1) and (2) relate to the status of title to or the validity, enforceability, and priority of the lien of the mortgage on the party's interest in the land.

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