



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS 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 EXTRACONTRACTUAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Bosse Title Company, LLC

Jeffrey H. Bosse, President


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

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File No.: 25-01082

010-UN ALTA Commitment for Title Insurance (07-01-2021)



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature 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 is not liable for any other amendment to this Commitment.

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010-UN ALTA Commitment for Title Insurance (07-01-2021)



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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, 20 E. 91st Street, Indianapolis, IN 46240.

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010-UN ALTA Commitment for Title Insurance (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Bosse Title Company
Issuing Office: 4799 Rosebud Lane, Newburgh, IN 47630
Issuing Office's ALTA® Registry ID: 1003043
Loan ID No.:
Commitment No.: 25-01082-1
Issuing Office File No.: 25-01082
Property Address: Mann Rd., Haubstadt, IN 47639

1. **Commitment Date:** January 6, 2025 at 08:00 AM

2. **Policy to be issued:**

Proposed Amount of Insurance:

- a. ALTA Owners Policy (7/1/2021)
Proposed Insured: Purchaser to be determined
The estate or interest to be insured: Fee Simple

TBD

3. **The estate or interest in the Land at the Commitment Date is:** Fee Simple.

4. **The Title is, at the Commitment Date, vested in:**

Kimbra D. Parker, Kent A. Mann, Kevin Mann and Kirk D. Mann, as tenants in common

5. **The Land is described as follows:**

The Southeast Quarter of the Southeast Quarter of Section Twenty-one (21), Township Four (4) South, Range Eleven (11) West, Vanderburgh County, Indiana, containing Forty (40) acres, more or less, **EXCEPT THEREFROM**, a parcel in the southeast corner thereof, more particularly described as follows:

Beginning at the southeast corner of said quarter quarter section, run thence north and along the east line of said quarter quarter section 218 feet, run thence west 100 feet, run thence south 218 feet to the south line of said quarter quarter section, run thence east along and upon the south line of said quarter quarter section 100 feet to the place of beginning, containing one-half (1/2) acres, more or less, and leaving after said exception 39.5 acres, more or less.

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File No.: 25-01082

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



SCHEDULE A

(Continued)

STEWART TITLE GUARANTY COMPANY

Bosse Title Company, LLC



Jeffrey H. Bosse, President

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 25-01082

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. Warranty Deed from Kimbra D. Parker, Kent A. Mann, Kevin Mann and Kirk D. Mann, as tenants in common to Purchaser to be determined.
5. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
6. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
7. 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 which is acceptable to the Company. The Company may amend this commitment to add, among other matters, additional exceptions or requirements after being provided the designation of the Proposed Insured.
8. Title Company must be provided evidence that the Homeowners Association fees are paid current.

NOTE: Pursuant to the "Real Property Sales Disclosure Act", the disclosure of sale information form must be filed with the County Auditor and County Recorder before the above required deed(s) will be accepted for recording.

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File No.: 25-01082

010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



SCHEDULE B PART I

(Continued)

Note for Information: 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.

NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 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.

NOTE: Documents presented for recordation should have the following statement to be located near the foot of the document near the preparation statement.

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 (Signature) and (Printed Name).

INFORMATIONAL NOTE: In order to delete the standard survey exceptions from the loan policy, for new construction, the Title Company must be furnished with a foundation survey for review. Upon review, Title Company reserves the right to make additional requirements/exceptions.

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 25-01082

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
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. Taxes for the year 2023, payable in 2024 and all taxes for subsequent years. Armstrong Township; Tax Code No. 82-01-22-001-009.012-017; Assessed in the name of Kimbra D. Parker, Kent A. Mann, Kevin Mann, and Kirk D. Mann; Assessed as agricultural; Assessed Value of Land \$80,900; Assessed Value of Improvements \$17,400; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$1,092.62 paid; November installment \$1,092.62 unpaid, delinquent and subject to penalty of \$109.26.

Pond flat ditch assessment the year 2023, payable in 2024 and all taxes for subsequent years. Armstrong Township; Tax Code No. 82-01-22-001-009.012-017; Assessed in the name of Kimbra D. Parker, Kent A. Mann, Kevin Mann, and Kirk D. Mann; May installment \$27.83 unpaid, delinquent and subject to penalty of \$2.78; November installment \$none.

Assessed on PT. SE SE 21-4-11

Taxes for the year 2024, payable in 2025 and for the year 2025, payable in 2026, are now a lien, but not yet due and payable.

Because of the reassessment of Indiana real estate, no guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

8. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
9. Easements, restrictions, possible assessments for maintenance, and rights of others entitled to the continued uninterrupted flow of water through the Pond Flat Main ditch, a Legal Drain, in accordance with Indiana Drain Code, IC (1981) 36-9-27-33 et seq.
10. Coal conveyed to Seneca Coal Corporation in the Warranty Deed dated January 3, 1972 and recorded January 7, 1972 in Deed Book 566, Page 494 and subsequent Statement of Claim recorded October 10, 1990 in Miscellaneous Drawer 3, Card 4547.
11. Easement for Right of Way granted to Southern Indiana Gas and Electric Company dated May 13, 1938 and recorded April 22, 1991 in Deed Drawer 6, Card 3127.
12. Rights of the public, State of Indiana, County of Vanderburgh and the municipality in and to that part of the premises taken or used for road purposes.
13. Any loss incurred by reason of split of real estate set forth in Schedule A without prior approval of the Vanderburgh County Area Plan Commission and Vanderburgh County Assessor.
14. Covenants, conditions, agreements, declarations and restrictions, if any, appearing in the public record.
15. Any easements or servitudes appearing in the public records.
16. Any lease, grant, exceptions or reservation of minerals or mineral rights appearing in the public records.
17. The address, if any, is set forth for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
18. 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, 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.
19. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
20. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
21. Any possible charges for sewer services, charges and/or connection charges.
22. Any possible ditch assessments or special assessments.

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

23. There is the possibility of easements in favor of Southern Indiana Gas and Electric Company, its successors and/or assigns, which have been recorded outside the chain of title and which are expressly excluded from coverage of this title policy. (APPLIES TO OWNER'S POLICY ONLY).

Note: Upon request, Title Company will provide client with an "Outside the Chain of Title Application Form" which client may choose to submit, at their expense, to CenterPoint Energy, successor in interest to Southern Indiana Gas and Electric Company. Upon receipt of a letter from CenterPoint Energy either stating that there are no easements outside the chain of title, or listing specific easements that are of record outside the chain of title, the above exception regarding possible easements will be deleted, and said specific easements, if any, will be added as exceptions to the title commitment.

NOTE: All recording references herein pertain to the records of the Office of the Recorder of Vanderburgh County, Indiana.

FOR COMMITMENT AND OWNER'S POLICY ONLY, TO BE DELETED ON FINAL LOAN POLICY:

NOTE: Indiana Code 8-1-26 provides for the recordation of a Notice of Underground Facilities. The proposed insured is invited to make inquiry of all operators of such facilities if the possibility of underground facilities is of concern to the proposed insured. No search has been made for Notices of Underground Facilities which may have been recorded.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. 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 thereon covered by this Commitment.
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Unfiled mechanics' or materialmen's liens.
5. Easements or claims of easements, not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public record.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

NOTE: Indiana state law prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq., as amended effective July 1, 2024 ("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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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

NOTE: Any reference to acreage is shown merely to aid in the identification of the insured premises and that any policy issued will contain an exclusion as to such and shall not be construed as insuring such quantity of land.

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File No.: 25-01082

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

The Land is described as follows:

The Southeast Quarter of the Southeast Quarter of Section Twenty-one (21), Township Four (4) South, Range Eleven (11) West, Vanderburgh County, Indiana, containing Forty (40) acres, more or less, **EXCEPT THEREFROM**, a parcel in the southeast corner thereof, more particularly described as follows:

Beginning at the southeast corner of said quarter quarter section, run thence north and along the east line of said quarter quarter section 218 feet, run thence west 100 feet, run thence south 218 feet to the south line of said quarter quarter section, run thence east along and upon the south line of said quarter quarter section 100 feet to the place of beginning, containing one-half (1/2) acres, more or less, and leaving after said exception 39.5 acres, more or less.

DRAFT