



CHICAGO TITLE
INSURANCE COMPANY

Commitment No. 17550

**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
CHICAGO TITLE INSURANCE 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, Chicago Title Insurance Company, a Florida 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.

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.

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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- (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.

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.

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- (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.

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>>.

Countersigned: 
 Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By: 
 ATTEST President
 Secretary

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CHICAGO TITLE INSURANCE COMPANY

American Land Title Association

Commitment for Title Insurance Adopted 08-01-2016

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ELLISON ABSTRACT & TITLES
917 15th Street
Room 6 Masonic Temple
Bedford, IN 47421
Phone: (812) 275-4483

Address of Real Estate:
1415 15th St.
Bedford, IN 47421

SCHEDULE A

<u>COMMITMENT No.</u>	<u>COMMITMENT DATE:</u>	<u>Policy or Policies to be issued:</u>	
		<u>ALTA Owner's Policy (Adopted 6-17-06)</u>	<u>ALTA Loan Policy (Adopted 6-17-06)</u>
17550	August 21, 2017 at 4 o'clock P.M.	\$100,000.00	\$

Proposed Insured -- LOAN:

Proposed Insured -- OWNER'S:

Mary R. Haverland, Trustee of the Mary R. Haverland Revocable Trust Agreement dated April 29, 1991

The estate or interest in the land described or referred to in this Commitment is Fee Simple.

Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

Mary R. Haverland, Trustee of the Mary R. Haverland Revocable Trust Agreement dated April 29, 1991

The land is described as follows:

A part of Lots 2 and 3 in Simpson's Second Addition to Bedford, Indiana, described as follows: Beginning at a point on the south line of Lot 3, South 89 degrees 16.3 minutes East 5.0 feet from the Southwest corner of said lot; thence parallel with the West line of Lot 3 due North 181.5 feet to a point on the North line of said Lot; thence South 89 degrees 16.3 minutes East 108.0 feet to a point which is South 89 degrees 16.3 minutes East 22.4 feet from the Northwest corner of Lot 2; thence parallel with the West line of Lot 2, due South 59.0 feet; thence South 89 degrees 16.3 minutes East 22.0 feet; thence due South 122.5 feet to the South line of said lot; thence North 89 degrees 16.3 minutes West 130.0 feet to the beginning. Subject to all easements of record.

Chicago Title Insurance Company

By: 
Thomas Title Company, Inc.

--- End of Schedule A ---

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT**

**SCHEDULE B, PART I
Requirements**

Commitment No. 17550

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any aprty 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.

(See attached page for specific requirements as to this Commitment)

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITIONS, 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, SECUAL 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:

- a. Rights or Claims of parties in possession not shown by the public records.
- b. Easements, or claims of easements, not shown by the public records.
- c. 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.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by any public records.

Schedule B Continued:

Commitment No.: 17550

- e. Taxes or special assessments which are not shown as existing liens by the public record.
- f. 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.

1. Taxes for the year 2016 due and payable in May and November 2017 are as follows: May installment \$ 3,022.99 + 302.30 PENALTY - UNPAID; November installment \$3,022.99 + 3,741.45 PRIOR YEAR TAX AND PENALTIES - UNPAID. Also 2017 taxes due and payable in 2018 in an undetermined amount are a lien on the real estate.

**Name: Haverland, Mary R.
Township: Bedford
Parcel No.: 47-06-14-342-061.000-010
Assessed Value:
Land: \$26,300.00
Improvements: \$273,000.00
Exemptions: \$0**

- 2. Terms and provisions of the trust under which title is held.**
- 3. Covenants, conditions, and restrictions, if any, which appear of record, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 4, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.**
- 4. Easements or servitudes, if any, appearing in the public records.**
- 5. Leases, grants, exceptions, or reservations of minerals or mineral rights, if any, appearing in the public records.**
- 6. 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.**
- 7. Rights of way for drainage tiles, ditches, feeders, and laterals, if any.**
- 8. Possible municipal assessments, sewer use charges, and/or impact fees levied by City of Bedford, Indiana.**

Schedule B Continued:

Commitment No.: 17550

- 9. 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 Amounts(s) will be revised, and premium will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.**

--- End of Schedule B, Part II ---