



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

Issuing Agent: Integrity Title Services, Inc.
Issuing Office: 1532 Wabash Ave., Terre Haute, IN 47807
Issuing Office's ALTA® Registry ID: 1087492
Loan ID No.:
Commitment No.: 25 05102C TBD INLOW
Issuing Office File No.: 25 05102C TBD INLOW
Property Address: 120.64 +/- ac Vacant Land, Clay City, IN 47841
Revision No.:

** PRELIMINARY **

SCHEDULE A

1. Commitment Date: May 25, 2025
2. Policy to be issued:
 - a. ALTA Own. Policy (07/01/21)
Proposed Insured: TO BE DETERMINED
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
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: Roberta G. Inlow and Robert P. Inlow, Trustees, or their successors in trust, under The Roberta G. Inlow Living Trust, dated February 13, 1991.
5. The Land is described as follows:
SEE EXHIBIT C ATTACHED HERETO

Integrity Title Services, Inc.

By: 
Integrity Title Services, Inc.
Phone: 812-235-0005



This page is only a part of a ALTA Commitment for Title Insurance issued by FIRST AMERICAN 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; 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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**SCHEDULE B, PART I - Requirements**

Commitment No.: 25 05102C TBD INLOW
File No.: 25 05102C TBD INLOW

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. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
10. By virtue of I.C. 27-7-3.6, a fee 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. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
13. Only if requested, Lender's Final Title Policy to contain 8.1 endorsement (EPA) and ALTA 9 endorsement and any other endorsements specific to the transaction, requested by the Lender, and approved by Integrity Title Services, Inc. consistent with the issuing policy of the company and payment of any relative charge.
14. Payment, release and/or satisfaction of any and all mortgage, judgment liens and other encumbrances on title that are

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SCHEDULE B
(Continued)

Commitment No.: 25 05102C TBD INLOW
File No.: 25 05102C TBD INLOW

shown on Schedule B, Section II.

15. NOTATION: For Informational Purposes Only: Chain of Title

Quitclaim Deed from Roberta G. Inlow to Roberta G. Inlow and Robert P. Inlow, Trustees, or their successors in trust, under The Roberta G. Inlow Living Trust, dated February 13, 1991, and any amendments thereto, dated August 29, 2000 and recorded September 25, 2000 in Record Book 15, Page 301.

Quitclaim Deed from Patricia J. Stoner to Roberta G. Inlow, dated November 10, 1987 and recorded November 10, 1987 in Record Book 204, Page 100.

Quitclaim Deed from Lovicia Graber, the unmarried widow of Willard Graber to Patricia J. Stoner and Roberta G. Inlow, as tenants in common, each co-tenant to own an undivided one-half interest, dated April 7, 1980 and recorded April 11, 1980 in Record Book 187, Page 106.

Order and Decree of Petition for Authority to Make Partial Distribution of Real Estate, by Lovicia Graber, as Administratrix of the Estate of Willard Graber, deceased, to Patricia J. Stoner and Roberta G. Inlow, subject to a life estate in one-third (1/3) thereof which should be vested in Lovicia Graber, as second childless spouse, dated April 1, 1980 and recorded April 2, 1980 in Record Book 187, Page 86.

16. Deed from Roberta G. Inlow and Robert P. Inlow, Trustees, or their successors in trust, under The Roberta G. Inlow Living Trust, dated February 13, 1991 to TO BE DETERMINED.
17. Mortgage from ____ to _____ (lender) in the amount of (\$0.00).
18. The policy will not be issued until we are provided the Trust Agreement and any amendments thereto, together with an affidavit by the trustee stating that the trust is in full force and effect, that the trustee has accepted appointment as trustee, and that the requirements, if deemed necessary, may be made after our review of the trust Agreement.

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SCHEDULE B
(Continued)

Commitment No.: 25 05102C TBD INLOW
File No.: 25 05102C TBD INLOW

SCHEDULE B, PART II - Exceptions

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. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material 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. Real estate taxes assessed for the year 2024 are a lien and are due in two installments payable May 10 and November 10, 2025:

Assessed in the name of: Inlow, Roberta G & Robert P Co-Trustees, R G Inlow Liv Tr
Parcel No.: 11-11-17-400-003.000-005
Taxing Unit and Code: Harrison Twp
Land: \$31,100
Improvements: \$0
Exemptions: \$0
May Installment of \$207.72 PAID
November Installment of \$207.72 PAID

Assessed in the name of: Inlow, Roberta G & Robert P Co-Trustees, R G Inlow Liv Tr
Parcel No.: 11-11-17-100-003.000-005
Taxing Unit and Code: Harrison Twp
Land: \$8,200
Improvements: \$0
Exemptions: \$0
May Installment of \$54.77 PAID
November Installment of \$54.77 PAID

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SCHEDULE B
(Continued)

Commitment No.: 25 05102C TBD INLOW
File No.: 25 05102C TBD INLOW

Assessed in the name of: Inlow, Roberta G & Robert P Co-Trustees, R G Inlow Liv Tr
Parcel No.: 11-11-16-200-003.000-005
Taxing Unit and Code: Harrison Twp
Land: \$19,200
Improvements: \$0
Exemptions: \$0
May Installment of \$128.24 PAID
November Installment of \$128.24 PAID

Assessed in the name of: Inlow, Roberta G & Robert P Co-Trustees, R G Inlow Liv Tr
Parcel No.: 11-11-16-300-004.000-005
Taxing Unit and Code: Harrison Twp
Land: \$100
Improvements: \$0
Exemptions: \$0
May Installment of \$5.00 PAID
November Installment of \$0

Assessed in the name of: Inlow, Roberta G & Robert P Co-Trustees, R G Inlow Liv Tr
Parcel No.: 11-11-16-200-001.000-005
Taxing Unit and Code: Harrison Twp
Land: \$33,200
Improvements: \$0
Exemptions: \$0
May Installment of \$221.74 PAID
November Installment of \$221.74 PAID

Assessed in the name of: Inlow, Roberta G & Robert P Co-Trustees, R G Inlow Liv Tr
Parcel No.: 11-11-16-200-004.000-005
Taxing Unit and Code: Harrison Twp
Land: \$300
Improvements: \$0
Exemptions: \$0
May Installment of \$5.00 PAID
November Installment of \$0

Assessed in the name of: Inlow, Roberta G & Robert P Co-Trustees, R G Inlow Liv Tr
Parcel No.: 11-11-16-200-006.000-005
Taxing Unit and Code: Harrison Twp
Land: \$106,100
Improvements: \$0

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SCHEDULE B
(Continued)

Commitment No.: 25 05102C TBD INLOW
File No.: 25 05102C TBD INLOW

Exemptions: \$0
May Installment of \$708.64 PAID
November Installment of \$708.64 PAID

NOTE: Taxes shown above are listed as of the date of this Commitment and are subject to change for re-assessment, correction of errors, etc... The Title Company strongly advises you to verify the tax amount with the respective County Treasurer's Office.

8. Real estate taxes assessed for the year 2024 and due and payable in 2025 and real estate taxes assessed for the year 2025 and due and payable in 2026 are a lien but not yet due and payable.
9. Minerals or mineral rights or any other subsurface substance (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved, appearing in the Public Records.
10. Proceedings of any Federal Court, including but not limited to bankruptcy proceedings, that are not transcribed to the county in which the insured premises are situated.
11. 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.
12. Unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
13. Rights of the public, the State of Indiana, and the Municipality in and to that part of the premises in question taken or used for road purposes, including utility rights of way.
14. Right-of-way for drainage tiles, ditches, feeders and laterals, if any.
15. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land as set forth in the legal description.
16. Subject to Terms and Conditions of the Utility Easement from Roberta Inlow to Verizon North Incorporated, its successors and assigns, dated September 26, 2005 and recorded October 5, 2005 in Record Book 71, Page 1506.
17. Rights of the interested parties to the free and unobstructed flow of the waters of the creek which may flow on or through the land.
18. Nothing herein shall be construed as insuring that portion of the land lying beneath of the waters of the creek.
19. SUBJECT TO all easements, restrictions and rights-of-way of record.
20. Judgment and lien search on Roberta G. Inlow Living Trust, nothing found.

tm/ha

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File No.: 25 05102C TBD INLOW

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Clay, State of Indiana, and is described as follows:

The described real estate located in Clay County, State of Indiana, to-wit:

A part of the Northeast Quarter of Section Seventeen (17), Township Nine (9) North, Range Six (6) West, more particularly described as follows: Beginning at the southeast corner of the Northeast Quarter of Section 17; thence west along the south line about 311 feet to a point in the center of a creek; thence in a northeasterly direction along the center line of creek to a point on the east section line; thence south about 991 feet to the place of beginning, containing 3.53 acres, more or less.

Parcel No.: 11-11-17-100-003.000-005

ALSO, a part of the Northeast Quarter of the Southeast Quarter of Section Seventeen (17), Township Nine (9) North, Range Six (6) West, more particularly described as follows: Beginning at the northeast corner of the above described quarter, quarter section; thence south along the east line 1338 feet to the southeast corner; thence west along the south line 763.5 feet to a point in the center of a creek; thence in a northeasterly direction following the creek to a point on the north line of said quarter, quarter section, said point being about 311 feet east of the place of beginning; thence east about 311 feet to the place of beginning, containing 16.50 acres, more or less.

Parcel No.: 11-11-17-400-003.000-005

ALSO, the Northeast Quarter of the Northwest Quarter of Section Sixteen (16), Township Nine (9) North, Range Six (6) West, containing 42.08 acres, more or less.

Parcel No.: 11-11-16-200-003.000-005

ALSO, a part of the Northwest Quarter of the Southwest Quarter of Section Sixteen (16), Township Nine (9) North, Range Six (6) West, described as follows, to wit: Commencing at the northwest corner of said quarter, quarter section and running thence east 20 feet; thence southwest to the section line; thence north 20 feet to the place of beginning.

Parcel No.: 11-11-16-300-004.000-005

ALSO, commencing at the northwest corner of the Northwest Quarter of the Northwest Quarter of Section Sixteen (16), Township Nine (9) North, Range Six (6) West; thence south on the west line of said quarter, quarter section 1340.5 feet, more or less, to the southwest corner of said quarter, quarter; thence east on the south line thereof 511.5 feet; thence north parallel with the west line of said quarter quarter 1340.5 feet, more or less, to the north line thereof; thence west 511.5 feet to the place of beginning, containing 15.77 acres, more or less.

Parcel No.: 11-11-16-200-001.000-005

ALSO, commencing at the northeast corner of the Southeast Quarter of the Northwest Quarter and running thence west on the quarter section line 16 rods; thence south 7 rods; thence east 16 rods; thence north to the place of beginning, containing .70 of an acre, more or less, all in Section Sixteen (16), Township Nine (9) North, Range Six (6) West.

Parcel No.: 11-11-16-200-004.000-005

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EXHIBIT C
(Continued)

File No.: 25 05102C TBD INLOW

ALSO, the Southwest Quarter of the Northwest Quarter of Section Sixteen (16), Township Nine (9) North, Range Six (6) West, containing 42.05 acres, more or less.

Parcel No.: 11-11-16-200-006.000-005

ALSO, an easement of ingress and egress in the northeast corner of the Northeast Quarter of the Northeast Quarter of Section Seventeen (17), Township Nine (9) North, Range Seven (7) West as follows: Beginning at a point approximately 300 feet west of the northeast corner of said quarter, quarter section; thence running south 30 feet; thence running east 300 feet to the east line of said quarter quarter; thence running north 30 feet; thence running west 300 feet to the place of beginning, the purpose of said easement for the grantee to have access to real estate that she owns at the northwest corner of Section Sixteen (16), Township Nine (9) North, Range Six (6) West.

Commonly known as: 120.64 +/- ac Vacant Land, Clay City IN 47841

"The property address and tax parcel identification numbers listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured."



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, FIRST AMERICAN TITLE INSURANCE COMPANY, a Indiana 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Kenneth D. DeGiorgio, President

By: _____

Lisa W. Comehl, Secretary

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**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 counter-signature by the Company or its issuing agent that may be in electronic form.

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**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.

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.

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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. 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>.

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First American Title™

Important Notice

ISSUED BY

First American Title Insurance Company

NOTICE TO INDIANA POLICY HOLDERS

First American Title Insurance Company is dedicated to serving your title insurance needs. This dedication extends not only to providing insurance to you, as an insured, to reduce your risk of loss relating to the title to the real property defined in a policy, but also to proficiently resolving your covered claim under a First American Title Insurance Company title policy.

Your claims and questions regarding your policy, coverage or claims should be directed to:

**First American Title Insurance Company
Attn: Claims National Intake Center
1 First American Way
Santa Ana, California 92707**

(888) 632-1642

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone, or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: 800/622-4461; 317/232-2395

Complaints can be filed electronically at www.in.gov/idoi

This notice applies to policies issued in Indiana or in which the land defined in the policy is in Indiana.



Privacy Notice

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.