



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**COMMONWEALTH LAND 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, Commonwealth Land 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 Amount of Insurance 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.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By:

Michael J. Nolan, President

ATTEST:

Marjorie Nemzura, Secretary

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ALTA Commitment for Title Insurance (7-1-21)

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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; 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.

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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.

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

Issuing Agent: Languell Title Company  
Issuing Office: 51 South Main Street  
Spencer, IN 47460  
Issuing Office's ALTA® Registry ID: 1041214  
Loan ID Number:  
Commitment Number: 2026-35  
Issuing Office File Number: 2026-35  
Property Address: 6750 Freedom Arney Rd. & Freedom Arney Rd., Freedom, IN 47431  
Revision Number:

**SCHEDULE A**

- 1. Commitment Date: at 8:00 AM
- 2. Policy to be issued:
  - a. 2021 ALTA Loan Policy
  - Proposed Insured:
  - Proposed Amount of Insurance: **\$0**
  - 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: John A. Worland by quitclaim deed from Michelle A. Worland dated 11/07/2013 and recorded with Owen County Recorder on 11/08/2013 as Instrument #196429.
- 5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: Christina Wille  
Authorized Signatory

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## SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Pay the full consideration to, or for the account of, the grantors or mortgagors.
5. Pay all taxes, charges assessments, levied and assessed against subject premises, which are due and payable.
6. 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.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. 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.
9. State Form 46021 (R9/7-09) "DISCLOSURE OF SALES INFORMATION" must be completed by the buyer and seller and attached to the deed or other document transferring title before the document will be recorded by the County Recorder.
10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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## 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. Right or claims of parties in possession not shown by Public Record.
2. Any encroachment, encumbrances, violation, variation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey.
3. Easements, or claims of easements, not shown by Public records.
4. Any lien, or right of lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. 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
7. Owen County Zoning and Subdivision Control Ordinances effective May 26, 2003 and as amended. -- Subject to the arbitrary decision of the Owen County Auditor, Owen County Commissioners and the Owen County Attorney as to the transferability of the herein described real estate.
8. This Company DOES NOT insure any loss or damage arising out of Indiana State Tax Warrants filed in the Clerk's Office.
9. A judgment search for judgments which are liens against real estate has been run against {seller\_name}, John A. Worland. None were found of record for ten (10) year period.

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**10. Real estate taxes for the year 2024 due in 2025 and all taxes thereafter.**

Legal: PT SW SE S18 T9 R4 9.05A E 1/2 SW S18 T9 R4 80A

1st Installment due 5/10/2025 \$1,393.70 Paid

2nd Installment due 11/10/2025 \$1,393.70 Paid

**TAX ASSESSMENTS:**

Township- Franklin

State Tax Parcel Id: 60-16-18-304-120.000-017

Value/Land: \$124,300

Value/Improvements: \$190,600

Homestead Exemption: \$48,000

Supplemental Deduction: \$56,625

\*\* Taxes for the year 2025 pay 2026 are a lien not yet due and payable. \*\*

\*\* Taxes for the year 2026 pay 2027 are a lien not yet due and payable. \*\*

**11. Real estate taxes for the year 2024 due in 2025 and all taxes thereafter.**

Legal: SW SW S18 T9 R4 16.50A

1st Installment due 5/10/2025 \$113.34 Paid

2nd Installment due 11/10/2025 \$113.34 Paid

**TAX ASSESSMENTS:**

Township- Franklin

State Tax Parcel Id: 60-16-18-304-120.000-017

Value/Land: \$17,100

\*\* Taxes for the year 2025 pay 2026 are a lien not yet due and payable. \*\*

\*\* Taxes for the year 2026 pay 2027 are a lien not yet due and payable. \*\*

**12. Subject to the Oil & Gas Lease to Redwine Resources, Inc., dated May 16, 2006, filed for record June 15, 2006, in Misc. Record 200, page 235, as Instrument # 167050 in the office of the Recorder Owen County, Indiana. --- Assignment to Noble Energy, Inc., dated May 16, 2007, filed for record August 31, 2007, as Instrument # 173002 in the office of the Recorder Owen County, Indiana. \*\* initial contract good for 5 year, never released. \*\***

**13. Rights of the public, State of Indiana, County of Owen and the municipality in and to that part of the premises taken or used for road purposed.**

**14. PLEASE NOTE: The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.**

**15. "IC 27-7-3.7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000.00 or more to be in the form of wired funds. Funds in amounts less than \$10,000.00 may be deposited in the form of cash, wired funds, cashier's check, certified check, check on the account of another closing agent, or check drawn on the account of a licensed real estate broker. Personal checks in excess of \$500.00 will not be accepted."**

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16. NOTE: Notice of claim shall be made to the Company as provided in the policy. Complaints about the handling of any claim should be directed to the Company and also may be made to the Indiana Department of Insurance by writing or calling:

Public Information/Market Conduct  
Indiana Department of Insurance;  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204-2787

Consumer Hotline: 1-800-622-4461  
In the Indianapolis Area: 1-317-232-2395

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**EXHIBIT "A"**

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

Commencing at the northwest corner of the north part fractional of the southwest quarter of the southwest quarter of said section 18, township 9 north, range 4 west, second principal meridian, Franklin Township, Owen County, Indiana, thence south 591 feet along the west line of said quarter quarter to the middle of the cut-off of Fish Creek at the place of beginning; thence north 591 feet along said west line across Fish Creek (the Creek as it now flows) to the northwest corner of said quarter quarter; thence east 1219 feet along said north line to the east line of said quarter quarter; thence south 591 feet along said east line of the middle of said Fish Creek; thence westerly down said Fish Creek 995 feet, more or less, to the mouth of said cut-off; thence down said cut-off to the place of beginning, containing 16.5 acres, more or less.

Also, the East Half of the Southwest quarter of Section 18, Township 9 North, Range 4 West, containing 80 acres, more or less.

Also, A part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 9 North, Range 4 West, Owen County, Indiana, and more particularly described as follows: Beginning at the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence from said point of beginning and with the West line of said Quarter Quarter North 1305.97 feet and to the Northwest corner of said Southwest Quarter of the Southeast Quarter; thence leaving the west line of said Quarter Quarter North 88 degrees 22 minutes 19 seconds East 34.19 feet and to the center line of Arney Road; thence with the center line of said Arney Road the following bearings and distances: South 02 degrees 03 minutes 05 seconds East 423.49 feet; thence South 11 degrees 22 minutes 15 seconds East 187.84 feet; thence South 36 degrees 53 minutes 54 seconds East 365.55 feet; thence South 64 degrees 35 minutes 17 seconds East 354.52 feet; thence South 72 degrees 28 minutes 40 seconds East 174.32 feet; thence South 70 degrees 11 minutes 10 seconds East 238.30 feet; thence South 75 degrees 00 minutes 55 seconds East 180.16 feet; thence South 86 degrees 02 minutes 26 seconds East 129.26 feet; thence leaving the center line of said Arney Road South 28.85 feet and to the South line of said Quarter Quarter; thence with said South line South 88 degrees 22 minutes 19 seconds West 1320.00 feet and to the point of beginning, containing 9.05 acres, more or less.

EXCEPTING THEREFROM One Fourth (1/4) interest in and to all of the oil, gas and other minerals in and under the Southwest Quarter of the Southwest quarter of Section 18, Township 9 North, Range 4 West as conveyed in Miscellaneous Record 21, page 483, recorded June 11, 1948, with Charles Thatcher and Betty Thatcher, husband and wife being Grantors and D. D. Huddleston being Grantee in the Office of the Recorder of Owen County, Indiana.

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## CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

**Property: 6750 Freedom Arney Rd. & Freedom Arney Rd., Freedom, IN 47431**

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