



# TITLE INSURANCE COMMITMENT

BY

## Fidelity National Title Insurance Company

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ISSUING AGENT

**Royal Title Services**

365 East Thompson Road  
Indianapolis, IN 46227-1624  
Phone: 317.791.6000 or 800.738.4853  
Fax: 317.791.6006  
www.royaltitle.com

**File No: 14-1018**

### SCHEDULE A

1. Commitment Date: **December 27, 2013, 8:00 am**
  
2. Policy (or Policies) to be issued: Policy Amount
  - a. Owner's Policy (6/17/06) **\$1,000.00**

Proposed	<b>To Be Determined</b>
Insured:	
  
  - b. Loan Policy (6/17/06) **NONE**

Proposed	<b>NONE</b>
Insured:	
  
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by:  
**State of Indiana**
  
4. The land referred to in this Commitment is situated in the State of **Indiana**, County of **Whitley** and is described as follows:

**Part of the West Half of Section Twelve (12), Township Thirty-two (32) North, Range Nine (9) East, described as follows:**

**Commencing at a point 67.65 feet South 33 degrees East and 885.06 feet North 6 1/2 degrees West of the Southeast corner of Lot Number One (1) of the North Shore Addition to the Tri-lakes Resort Company; thence North 67 1/4 degrees East 377.52 feet; thence North 56 degrees 05 minutes West 236.05 feet; thence North 84 degrees 32 minutes West 98.35 feet; thence South 45 degrees 04 minutes West 66.70 feet; thence South 30 degrees 50 minutes East 105.45 feet; thence South 10 degrees 45 minutes West 83.42 feet; thence South 34 degrees 04 minutes West 81.53 feet to the place of beginning, containing One and Eighteen Hundredths (1.18) acres of land.**

**ALSO:**

**Part of the West half of Section 12, Township 32 North, Range 9 East, Whitley County, Indiana, and being a portion of lands previously conveyed by Deed Record 52, page 454, said portion**

more particularly described as follows:

**COMMENCING** at the Southeast corner of Lot 1 in the Plat of North Shore Addition of the Tri-Lakes Resort Company, as recorded in Book 49, page 14, said corner marked with a 1 inch diameter pipe stake; thence South 33 degrees 16 minutes 35 seconds East, across the right-of-way of Hatchery Road, 67.79 feet (recorded 67.65 feet) to a 1 inch diameter pipe stake marking a Southwesterly boundary corner of the aforesaid Deed Record 52, page 454, said corner being located on the Easterly right-of-way of Hatchery Road; thence North 06 degrees 30 minutes 00 seconds West (deed bearing and basis for bearings), along the Easterly right-of-way line of Hatchery Road and Westerly boundary of Deed Record 52, page 454, a distance of 245.74 feet to a 5/8 inch rebar stake marking the point of beginning; thence continuing North 06 degrees 30 minutes 00 seconds West, along said Westerly boundary line and Easterly right-of-way line, 639.33 feet to a 1 inch diameter pipe stake marking the Northwest corner of Deed Record 52, page 454; thence North 67 degrees 13 minutes 43 seconds East, along a Northerly boundary of Deed Record 52, page 454, a distance of 377.02 feet (recorded 5.72 chains or 377.02 feet (recorded 5.72 chains or 377.52 feet), to the Northerly most corner of Deed Record 52, page 454, marked with a 1 inch diameter pipe stake; thence South 06 degrees 30 minutes 00 seconds East, parallel with the West boundary of said Deed Record 52, page 454, a distance of 771.47 feet to a 5/8 inch rebar stake; thence South 87 degrees 41 minutes 18 seconds West 362.89 feet to the point of beginning, containing 5.86 acres, more or less.

**Caption Real Estate is commonly known as: 5570 North Fish Hatchery Road, Columbia City, IN 46725**

END OF SCHEDULE A

**THIS PRODUCT IS FURNISHED BY THE NAMED UNDERWRITER OR ITS ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE. THIS IS NOT AN ABSTRACT, OPINION OF TITLE, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE. IT DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE TERMS AND CONDITIONS OF THIS COMMITMENT/GUARANTEE AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED'S ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT/GUARANTEE FOR ANY PURPOSE.**

## SCHEDULE B - SECTION I

### REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. Payment of any unpaid municipal or special assessments, sewer assessments, solid waste assessments, annual assessments and/or impact fees due and owing yet not recorded with the County Recorder as a lien against the property. Any such assessments can be obtained by contacting the local municipality, board of public works, water company and/or county health department.
- f. Satisfaction and release of all mortgages and judgments as set out on Schedule B-II, if any.
- g. Properly executed Vendor's and/or Mortgagor's Affidavits to be furnished, as applicable.
- h. We require a properly executed and recorded Deed from State of Indiana to Proposed Buyer. IF MORE THAN ONE GRANTEE, PLEASE PROVIDE TENANCY (e.g. husband and wife, joint tenants with right of survivorship, or tenants in common). OTHERWISE, THE AUDITOR WILL TRANSFER AS TENANTS IN COMMON.
- i. Record Mortgage in favor of the lender, to be insured herein, if any.
- j. HB 1374 requires funds received from any party to the transaction to be in the form of an irrevocable wire transfer. PLEASE NOTE THAT WE WILL ONLY ACCEPT WIRED FUNDS, ACH CREDIT TRANSFERS ARE NOT ACCEPTABLE.

NOTE: PRIOR TO CLOSING PLEASE NOTIFY ROYAL TITLE SERVICES WITH SPECIFIC ENDORSEMENTS REQUIRED FOR THIS TRANSACTION; UPON DETERMINATION OF THE REQUIRED ENDORSEMENTS, ADDITIONAL CHARGES MAY BE APPLICABLE.

END OF SCHEDULE B - I

## SCHEDULE B - SECTION II

### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

#### General Exceptions:

1. Taxes or special assessments which are not shown as existing liens by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in 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.

#### Special Exceptions:

1. TAXES in the name of State of Indiana  
County Parcel Number: 9206-32-12-443 Taxing Unit: Thorncreek Township  
State Map ID Number: 92-03-12-000-443.001-011  
  
Tax year 2012 due and payable 2013  
Each Half: \$0.00 (Exempt)  
Assessed Land Valuation: \$49,200.00  
Valuation Improvements: \$0.00  
Exemption: \$0.00
2. TAXES for the year 2013 due and payable 2014 are now a lien; amount not yet determined and not yet due and payable.
3. Possible municipal or special ASSESSMENTS, sewer assessments, solid waste assessments, annual assessments and/or impact fees levied by the Town/City of Columbia City, Indiana. NOTE: 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. (APPLIES TO OWNER'S POLICY ONLY)

NOTE: As of the effective date of this commitment, no delinquent sewer charges, other than any set out above, have been certified to the Whitley County Auditor and filed in the Whitley County Recorder's Office as a lien against the insured real estate pursuant to I.C. 36-9-23-33 et seq. No search has been made for current or delinquent sewer use charges with the Board of Public Works.

NOTE: As of the effective date of this commitment, no Marion County Health Department fees and/or fines, other than any set out above, have been certified to the Whitley County Auditor and filed in the Whitley County Recorder's Office as a lien against the insured real estate pursuant to I.C. 36-1-6-2 et

seq. No search has been made for current or delinquent charges with the Marion County Health Department. **For any pending fees and/or fines, please contact the Marion County Health Department at telephone number (317) 221-2150 or fax number (317) 221-2167.**

4. Rights of way for drainage tiles, ditches, feeders and laterals and/or open regulated drain as indicated on Survey prepared by James D. Burlage Associates PLS No. 870013, dated February 8, 2008 under Job No. 08-4665, and as recorded March 19, 2008 as Instrument Number 2008030294 in the Office of the Recorder of Whitley County, Indiana.
5. Any covenants, conditions, restrictions, easements, assessments, leases or servitudes appearing in the public records and/or unrecorded yet visible.
6. Leases, grants, exceptions or reservations of minerals or mineral rights, appearing in the public records and/or unrecorded yet visible.
7. Acreage in the legal description of the subject real estate is solely for the purpose of identifying and describing the insured land and should not be construed as insuring the quantity of land as set forth in said description.
8. Rights of the public, the State of Indiana, the County of Whitley and the Municipality in and to that portion of the insured premises taken or used for road purposes.
9. The Company does not insure any address shown herein.
10. Subject to a judgment search versus proposed buyers.

NOTE: Please notify Royal Title Services prior to closing, of any information you become aware of that is different than shown on this commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTY, ESTATES or DECEASED PARTIES, ETC.). We reserve the right to make additional requirements and/or exceptions based upon any new information provided.

NOTE: Fee simple titleholder shown in Schedule A took title by Quitclaim Deed from Whitley County Board of Commissioners dated November 19, 2012, recorded March 27, 2013 as Instrument Number 2013030521 in the Office of the Recorder of Whitley County, Indiana.

NOTE: 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.

END OF SCHEDULE B - II

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at<<http://www.alta.org/>>.*

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies -- We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties -- We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

#### **Access to Personal Information/ Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

#### **Changes to this Privacy Statement**

**This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.**