



ALTA Commitment for Title Insurance

Issued By Old Republic National 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.

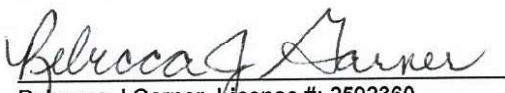
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

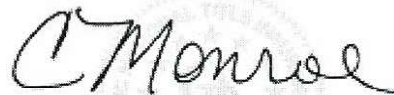
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Issued through the Office of
Rush County Abstract, LLC
111 W Third St
Rushville, IN 46173


Rebecca J Garner, License #: 2592360
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

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.
- (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;
- (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>.

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Schedule A

ALTA COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: Rush County Abstract, LLC

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Revision Number:

Issuing Office: 111 W Third St, Rushville, IN 46173

Issuing Office File Number: 202010-48

Commitment Number: 202010-48

Property Address: 5506 W US Highway 52, Rushville, IN 46173

1. Commitment Date: 10/19/2020 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's PolicyProposed Insured: **To Be Determined**
Proposed Policy Amount: **\$1,000.00**
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
Nancy Farthing, Marilee Gardner, and Charles Eugene Farthing as Co-Trustees of The Charles E. Farthing Revocable Trust
5. The Land is described as follows:
See legal description in Exhibit "A" attached hereto and made a part hereof.

Old Republic National Title Insurance Company

Authorized Signatory
Rush County Abstract, LLC

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Schedule A

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Schedule B-I

ALTA COMMITMENT

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. 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 form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of 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. Personal checks may be accepted, provided the amount does not exceed \$500.
5. Effective, July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation 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.
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.

Duly authorized and executed QuitClaim Deed from Circle W Farms, Inc. to The Charles E. Farthing Revocable Trust, for any and all interest in the 0.431 acre tract.

Duly authorized and executed Deed from The Charles E. Farthing Revocable Trust, to To Be Determined, to be executed and recorded at closing.

Effective July 1, 1993, a Sales Disclosure form must be filed with the County Auditor at the time of recording of most deeds and land contracts as required by IC 6-1.1-5.5. A fee of \$10.00 per parcel must be paid to the Auditor at the time of filing.

7. The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust of The Charles E. Farthing Revocable Trust, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.

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Schedule B I

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Schedule B-II

ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, 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, SEXUAL 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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
5. Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes for the year 2019, due and payable in 2020, each half for \$790.95, May installment (due 5-10-20) Paid, November installment (due 11-10-20) Unpaid. Taxing Unit: Posey Township; Duplicate # 70-06-20-400-002.000-006. Assessed Value: Land \$101,300.00, Improvements \$0, Exemptions \$0.

Taxes for the year 2019, due and payable in 2020, each half for \$332.62, May installment (due 5-10-20) Paid, November installment (due 11-10-20) Unpaid. Taxing Unit: Posey Township; Duplicate # 70-06-29-100-001.000-006. Assessed Value: Land \$42,600.00, Improvements \$0, Exemptions \$0.

Taxes for the year 2019, due and payable in 2020, each half for \$1,884.07, May installment (due 5-10-20) Paid, November installment (due 11-10-20) Unpaid. Taxing Unit: Posey Township; Duplicate # 70-06-29-200-001.000-006. Assessed Value: Land \$176,200.00, Improvements \$65,100.00, Exemptions \$0.

NOTE: No liability is assumed for the accuracy of taxes. The County Treasurer should be contacted for the exact amount due. This information, while believed to be accurate at this time, is subject to change without notice. Neither the company nor its agents assume(s) or accepts(s) any responsibility for loss(es), damage(s), cost(s) or expense(s) due to any change(s) in the information reflected above.

7. Taxes for the year 2020, due and payable in 2021, and all subsequent years, not yet due and payable.

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Schedule B-II

ALTA COMMITMENT

Exceptions

8. Oil and Gas Lease as granted to Ohio Oil & Gas dated September 9, 1981 and recorded September 24, 1981 in Miscellaneous Record 47 pages 222-223, in the Office of the Recorder of Rush County, Indiana. Assigned to Jones - Kimmco Leasehold Partnership by Assignment recorded May 20, 1982 in Miscellaneous Record 48 page 31.
9. Rights of Southeastern Indiana Power Company as noted in deed dated October 9, 1937 and recorded August 6, 1940 in Deed Record 78 page 450, in the Office of the Recorder of Rush County, Indiana.
10. Right, title and interest, if any, of owner of property adjacent to the east, and of those claiming through said owner to the east half of the driveway.
11. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
12. Possible Easements appearing of public record recorded prior to the 50 year marketable title period as preserved by I.C. 32-20-4-3.
13. Rights of the public, the State of Indiana, the County of Rush and the Municipality in and to that part of the premises taken or used for road purposes.
14. Right of way for drainage ditches, feeders, laterals, or underground drain tiles or pipes, if any.
15. This policy when issued will not insure quantity of acreage, for informational purposes only.
16. Rights of riparian owners in and to the free flow of Mud Creek.
17. This policy does not insure title to land comprising artificial accretions or fill.
18. Possible outstanding ownership interests and/or rights of others to use that part of the land, if any, lying within the bounds, as established by the mean high water mark, of the Mud Creek.
19. Rights of way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
20. This policy does not insure any portion of said real estate taken or used by said railroad and/or traction line.

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Schedule B II

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Exhibit A

ALTA COMMITMENT

Property Description

The following described Real Estate situate in Rush County, State of Indiana, to-wit:

Beginning at the southwest corner of Section 20, Township 14 North, Range 9 East and running thence east 2680.3 feet; thence north 30 minutes west a distance of 1366.5 feet to a stone; thence north 89 degrees 30 minutes east a distance of 2767 feet to a stone; thence south a distance of 572.5 feet; thence south 68 degrees west a distance of 528 feet; thence south 1 degree east a distance of 125 feet; thence south 36 degrees west a distance of 630 feet; thence south 30 degrees west a distance of 100 feet; thence south 24 degrees west a distance of 82 feet; thence south 4 degrees west a distance of 872 feet; thence south 60 degrees east a distance of 392 feet; thence south 4 degrees west a distance of 652 feet; thence south 84 degrees west a distance of 390 feet; thence south 61 degrees 35 minutes west a distance of 202 feet; thence south 40 degrees 20 minutes west a distance of 31.4 feet to the center line of the Baltimore and Ohio Railroad; thence north 71 degrees 22 minutes west along the center line of said Railroad track a distance of 4405.6 feet to the point where said course intersects the center line of the County Road dividing Sections 29 and 30, in Township 14 north, Range 9 East; thence north along the center line of said County Highway a distance of 623.5 feet to the place of beginning, containing in all 226.39 acres more or less, said tract of land being comprised of all of that part of said Section 29, lying north of the center line of the Baltimore and Ohio Railroad and east of the original center line of Mud Creek; and all of that part of the south half of the southeast quarter of Section 20 Township 14 North, Range 9 east, which lies north and west of the original center line of said Mud Creek.

Also the following described tract of land commencing at a point in the center line of the Baltimore and Ohio railroad tracks, said place of beginning being located south, a distance of 623.5 feet and south 71 degrees and 22 minutes east, a distance of 2807.9 feet, from the northwest corner of Section 29, Township 14 north, Range 10 East and running thence south 51 minutes east along the west line of an existing lane a distance of 696.85 feet to the center line of U. S. Highway #52; thence in a southeasterly direction along the center line of said Highway, a distance of 29 feet; thence north 51 minutes west, along the east line of an existing lane a distance of 696.85 feet, to the center line of the Baltimore & Ohio Railroad; thence north seventy one (71) degrees twenty two (22) minutes west along the center line of said railroad a distance of 29 feet to the place of beginning. Containing .431 acres, more or less, comprising a lane which provides means of ingress and egress to the lands of grantees.

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Schedule B II

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Chain of Title

ALTA COMMITMENT

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

1. The Estate of Charles E. Farthing, deceased to Nancy Farthing, Marilee Gardner, and Charles Eugene Farthing as Co-Trustees of The Charles E. Farthing Revocable Trust by deed dated 12/10/2019 and recorded on 12/13/2019 as Instrument Number 2019002884 in the Official Records of the Rush County Recorder.

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Schedule B II

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