



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.

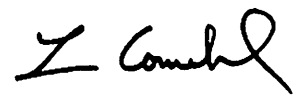
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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. Cornehl, 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; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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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.

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.

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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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Form 50115218 (8-11-22)





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

Issuing Agent: Fayette County Title, LLC
Issuing Office: Fayette County Title, LLC
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: T25-4493
Issuing Office File Number: T25-4493
Property Address: 2221 Pennville Road, Cambridge City, IN 47327
Revision Number:

SCHEDULE A

1. Commitment Date: December 30, 2024
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured: TO BE DETERMINED
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*
4. The Title is, at the Commitment Date, vested in **J & D Farm Investment LLC**:
5. The Land is described as follows:
The following described real estate in Jackson Township, Wayne County and State of Indiana, to-wit:

Tract 1:

A part of the Southeast Quarter of Section 30, Township 16 North, Range 13 East, beginning at the Northeast corner of said Quarter Section, running thence West 120 rods on the North line of said Quarter Section; thence South 60 rods; thence East 120 rods; thence North 60 rods to the place of beginning, containing 45 acres.

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EXCEPTING a part of the Southeast Quarter of Section Thirty (30), Township Sixteen (16) North, Range Thirteen (13) East in Jackson Township, Wayne County, Indiana and being more particularly described as follows: Beginning at a point Four Hundred Thirty-seven and Forty Hundredths (437.40) feet South along the East line of the Northeast Quarter of said Section Thirty (30) extended South of a railroad spike at the Northeast corner of the Southeast Quarter of said Section Thirty (30) and running thence, from said beginning point, South, along the East line of said Northeast Quarter extended South, Two Hundred Sixty-eight and Seventy Hundredths (268.70) feet; thence West Four Hundred Eighty-six and Thirty-four Hundredths (486.34) feet; thence North, parallel to said extended East line, Two Hundred Sixty-eight and Seventy Hundredths (268.70) feet; thence East Four Hundred Eighty-six and Thirty-four Hundredths (486.34) feet to the place of beginning, containing an area of Three (3.0) acres.

**Known as: Pennville Road, Cambridge City, IN 47327
Parcel Number: 89-90-30-000-403.001-015
Tax ID Number: 010-00532-01**

Tract 2:

The Northwest Quarter of Section Thirty-two (32), Township Sixteen (16), Range Thirteen (13) East, containing One Hundred Sixty (160) acres, more or less.

**Known as: 2221 Pennville Road, Cambridge City, IN 47327
Parcel Number 89-09-32-000-101.000-026
Tax ID Number: 014-00371-00**

Tract 3:

A part of the Southeast Quarter of Section Thirty (30) in Township Sixteen (16) Range Thirteen (13) East. Commencing at the Southeast corner of the Southeast Quarter of Section Thirty (30) in Township Sixteen (16) Range Thirteen (13) East, thence North One Hundred (100) rods to Aaron Burdsalls corner thence West Eighty-six (86) rods to George Rummells corner, thence South One Hundred (100) rods to the section line thence East along said line to the place of beginning containing Fifty-five (55) acres, more or less.

ALSO, the following described land to-wit: Being a part of the Southeast Quarter of Section Thirty (30) in Township Sixteen (16) Range Thirteen (13) East. Commencing at William Long's Southeast corner on the Section line thence East along said Section line Nineteen and a Fourth (19 ¼) rods, thence North One Hundred (100) rods, thence West Nineteen and One Fourth (19 ¼) rods, thence South One Hundred (100) rods to the place of beginning. Containing Twelve (12) acres more or less.

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Known as: Sorber Road, Cambridge City, IN 47327
Parcel Number: 89-09-30-000-404.000-015
Tax ID Number: 010-00560-00

Tract 4:
Parcel 1:

A part of Section Twenty-nine (29) in Township Sixteen (16) North, Range Thirteen (13) East, beginning at the Southwest corner of the Southwest Quarter of said Section Twenty-nine (29) and running thence East One Hundred Twenty-one (121) poles; thence North Thirty-five (35) poles and Nine (9) feet and Nine (9) inches; thence West on a straight line to a point where it strikes the middle of the Jacksonburg Road, a distance of One Hundred Twenty-one (121) rods or poles; thence South Thirty-five (35) poles, Nine (9) feet and Nine (9) inches to the place of beginning, containing Twenty-six and Ninety-five Hundredths (26.95) acres, more or less.

Parcel 2:

A part of the Southwest Quarter of Section Twenty-nine (29), Township Sixteen (16) North, Range Thirteen (13) East in Jackson Township, Wayne County, Indiana and being more particularly described as follows:

Beginning at a point in the West line of said Quarter Section, said point being One Hundred Fifty-Seven and Seventy-One Hundredths (157.71) feet South of the Northwest corner of said Quarter and running thence, from said beginning point, Eastwardly, through the center of a concrete corner post and parallel to the South line of said Quarter, Two Thousand Six Hundred Twenty-seven and Ninety-one Hundredths (2627.91) feet to the East line of said Quarter; thence Southwardly, along said East line, Two Thousand Four Hundred Eighty-seven and Six Tenths (2487.6) feet to the Southeast corner of said Quarter; thence Westwardly along the South line of said Quarter, Six Hundred Thirty-four and Twenty-six Hundredths (634.26) feet to the Southeast corner of a tract owned by J. Lewis Whitton and described in Deed Record 238, page 59 in the Office of the Wayne County Recorder, Wayne County, Indiana; thence Northwardly, Five Hundred Eighty-seven and Seven Hundredths (587.07) feet to the Northeast corner of said tract, said point being Six Hundred Forty-two and Ninety-two Hundredths (642.92) feet West of the East line of said Southwest Quarter; thence Westwardly, parallel to the South line of said Quarter, One Thousand Nine Hundred Eighty-seven and Twenty-six Hundredths (1987.26) feet to the Northwest corner of said tract, said line running Four and Ninety-Four Hundredths (4.94) feet North of a concrete corner post in the East right of way of the Pennville Road; thence Northwardly, along the West line of said Quarter Section, Nineteen Hundred and Fifty-three Hundredths (1900.53) feet to the place of beginning, containing an area of One Hundred Twenty-three and Thirty-two Hundredths (123.32) acres.

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Known as: Pennville Road, Cambridge City, IN 47327
Parcel Number: 89-09-29-000-322.000-015
Tax ID Number: 010-00558-00

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
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. 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. Pursuant to I.C. 36-2-11-15, 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)."
10. Pursuant to 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 a Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
11. Pursuant to I.C. 27-1-22-2, the State of Indiana requires title insurance companies to charge a fee for closing protection letters in real estate transactions 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 Letter is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Pursuant to Indiana Code 27-7-3.7, the State of Indiana 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 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 or other forms of

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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. Pursuant to I.C. 6-1.1-12-43(e) and 27-7-3-15.5, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing.

A. Judgment search for 10 years past has been made vs. J & D Investment LLC, NONE FOUND.

B. Warranty Deed from fee simple owners to the Proposed Insured Owner as shown on Schedule A.

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.

Tract 1

7. Real estate taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 10, 2024

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Assessed in the name of: J & D Farm Investments LLC
Property Address: Pennville Road, Cambridge City, IN 47327
Parcel No.: 89-09-30-000-403.001-015 (PT SE ¼ 30-16-13 42 acres)
Taxing Unit and Code: 010-00532-01 (Jackson Township)
Land: 88,700
Improvements: 00
Exemptions: 00
May installment of \$ 808.98 - PAID
November installment of \$808.98 - PAID

Tract 2:

8. Real estate taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 10, 2024

Assessed in the name of: J & D Farm Investments LLC
Property Address: 2221 Pennville Road, Cambridge City, IN 47327
Parcel No.: 89-09-32-000-101.000-026 (PT NW ¼ 32-16-13 159 acres)
Taxing Unit and Code: 014-00371.00 (Jackson Township)
Land: 285,000
Improvements: 188,100
Exemptions: 00
May installment of \$ 4848.94 - PAID
November installment of \$ 4848.94 - PAID

Tract 3:

9. Real estate taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 10, 2024

Assessed in the name of: J & D Farm Investments LLC
Property Address: Pennville Road, Cambridge City, IN 47327
Parcel No.: 89-09-30-000-404322.000-015
Taxing Unit and Code: 010-00558-00 (Jackson Township)
Land: 301,700
Improvements: 00
Exemptions: 00
May installment of \$ 2753.17 - PAID
November installment of \$ 2753.17 - PAID

Tract 4 Parcels 1 & 2

10. Real estate taxes assessed for the year 2023 are a lien and are due in two installments payable May 10 and November 10, 2024

Assessed in the name of: J & D Farm Investments LLC
Property Address: Pennville Road, Cambridge City, IN 47327
Parcel No.: 89-09-29-000-322.000-015 (PT SW ¼ 29-16-13 37.49, 46.24, 38.59 & 27.50 acres)
Taxing Unit and Code: 010-00558-00 (Jackson Township)
Land: 301,700
Improvements: 00
Exemptions: 00

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May installment of \$ 1090.32 - PAID
November installment of \$ 1090.32 - PAID

11. Real estate taxes assessed for the year 2024 payable 2025 are a lien but are not yet due and payable.
12. NOTE: The Parcel Numbers are provided for information only. The company neither guarantees nor insures the accuracy or completeness thereof. You are advised that you should not rely upon these numbers and should independently verify the accuracy thereof.
13. Covenants, conditions, restrictions, setback lines, utility easements and any amendments thereto contained in the plat of the subdivision described in Schedule A. We delete any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Rights of the public, and others, in and to that part of the premises taken or used for road purposes and including utility right of way.
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. Minerals or Mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
17. INFORMATION NOTE: The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
18. INFORMATION NOTE: The common address is provided for information only. The Company neither guarantees nor insures the accuracy thereof.

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