



Fidelity National Title Insurance Company

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

Issuing Agent: IN Title Company
 Issuing Office: 200 E. Washington St., Muncie, IN 47305
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number: 20240963
 Issuing Office File Number: 20240963
 Property Address: 2326 E Ashcraft St., Eaton, IN 47338
 Revision Number:

SCHEDULE A

1. Commitment Date: May 07, 2024 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy - Standard
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.
 Proposed Amount of Insurance: \$ 100,000.00
 The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
 Proposed Insured: NONE
 Proposed Amount of Insurance \$
 The estate or interest to be insured:
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:

Shideler Grain Co., Inc.
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By IN Title Company, Agent


 Jennifer L. Smith, Authorized Countersignature

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EXHIBIT "A"
LEGAL DESCRIPTION

A part of the Southeast Quarter of the Southwest Quarter of Section 35, Township 22 North, Range 10 East, more particularly described as follows, to-wit:

Beginning at the Southeast corner of the Southeast quarter of the Southwest Quarter of Section 35, Township 22 North, Range 10 East; thence North on the East line of the said Southeast Quarter of the Southwest quarter three hundred forty-seven and eighty-seven hundredths (347.87) feet to the North line of Union Street, as said Union Street is laid out and platted in the original plat of the Town of Shideler and is shown in Plat Book 1, Page 35 in the Recorder's Office of Delaware County, Indiana; thence West on the North line of said Union Street and with a deflection angle to the left of eighty-nine degrees forty-six minutes thirty seconds (89 -46'-30") two hundred thirty-seven and sixty-three hundredths (237.63) feet to a point, which point is the point of intersection of the North line of said Union Street with the Westerly Right-of-Way line of the Fort Wayne, Cincinnati and Louisville Railroad (now Norfolk & Western Railroad) which point is also the point of beginning for the land herein described; thence West on the North line of said Union Street one hundred twenty-four and thirty-two hundredths (124.32) feet; thence North parallel with the East line of the said Southeast Quarter of the Southwest quarter, said East line of the Southeast Quarter of the Southwest Quarter being parallel with the West line of the said Town of Shideler, and with a deflection angle to the right of eighty-nine degrees forty-six minutes thirty seconds (89 -46'-30") nine hundred seventy and eighty-eight hundredths (970.88) feet to the North line of the said Southeast Quarter of the Southwest Quarter; thence East on the North line of the said Southeast Quarter of the Southwest Quarter and with a deflection angle to the right of ninety degrees sixteen minutes ten seconds (90 -16'-10") two hundred thirteen and fifty-one hundredths (213.51) feet to the Westerly Right-of-Way line of the said Fort Wayne, Cincinnati and Louisville Railroad (now Norfolk and Western Railroad); thence Southwesterly on the said Westerly Right-of-Way line of said railroad and with a deflection angle to the right of ninety-three degrees thirty-seven minutes fifty seconds (93 -37'-50") two hundred fifty-two and seventy hundredths (252.70) feet; thence in a Northwesterly direction on the right-of-way of said Railroad and with a deflection angle to the right of ninety degrees (90) twenty-three (23) feet; thence in a Southwesterly direction on the Westerly Right-of-Way line of the said Railroad and with a deflection angle to the left of ninety degrees (90) seven hundred twenty-one and forty-eight hundredths (721.48) feet to the point of beginning.

Estimated to contain 3.641 acres, more or less.

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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. **Corporate Warranty Deed to be executed from Shideler Grain Co., Inc. to "BUYER".**
6. **We must be furnished copies of proper corporate resolutions authorizing the sale of the premises and setting forth the name(s) of the individual(s) authorized to execute the deed.**
7. **Pay and release Mortgage executed from Shideler Grain Co. Inc., Fritz G. Schnepf Jr., Fritz G. Schnepf Jr. and Linda Annette Schnepf, husband and wife, to Farm Credit Mid-America, PCA, in the sum of \$5,000,000.00, dated 9/26/2018 and recorded 9/28/2018 in Instrument No. 2018R12597.**
8. **Pay and release UCC Financing Statement for Shideler Grain Co. Inc. and Trust Agreement of Fritz G. Schnepf Jr. and Linda Annette Schnepf, Debtor(s) to Farm Credit Mid-America, PCA, Secured Party, recorded October 17, 2022 in Instrument No. 2022R15910.**
9. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
10. **The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.**

IF THERE IS A MORTGAGE SHOWN ABOVE THAT IS AN EQUITY LINE MORTGAGE, A FULL SATISFACTION OF THE MORTGAGE MUST BE OBTAINED AND ALL CREDIT CARDS OR THE BALANCE OF VERIFIED UNUSED ACCOUNT CHECKS MUST BE SENT TO THE MORTGAGEE TOGETHER WITH A REQUEST FROM THE MORTGAGOR INSTRUCTING THE MORTGAGEE TO CLOSE THE ACCOUNT.

Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and material men are all paid in full.

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Disclosure of Sale Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.

Beginning July 1, 2009, HEA 1374 (IC 27-7-3.7) concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of "good funds" as defined in the Act.

Beginning July 1, 2006, any document to be recorded must contain a statement in the following form "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)", before the document will be accepted for recording by the County Recorder. Failure to comply will result in a delay or cancellation of closing. Further, as of July 1, 2006, there will be an additional \$5.00 charge per policy, as a fee required by Indiana Statute for the State of Indiana's Title Insurance Enforcement Fund.

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ALTA Commitment for Title Insurance (7-1-21)
Schedule B I - B II

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File No.: 20240963





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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. 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. 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. 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. The term "encroachment" included encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or material heretofore and hereafter furnished, 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.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Note: The acreage indicated, if any, 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.

Note: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

Note: The Company has performed a judgment search versus the owner as shown in Schedule A, Item 4, and none were found unless shown in Schedule B.

Special Exceptions:

7. Taxes for the year 2023 in the amount of \$11,070.00 each installment due May 10 and November 12, 2024. May installment PAID. November installment UNPAID. Taxes for the year 2024 due and payable in 2025 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-03-35-376-002.000-023

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8. Mississinewa annual ditch assessment in the sum of \$10.00 per year, recorded in Ditch No. 051, next installment due May 10, 2025.
9. Declaration of Easements, Covenants and Restrictions recorded April 20, 2009 in Instrument No. 2009R12926.
10. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
11. Rights of the Public, the State of Indiana, and County of Delaware and the municipality in and to that part of the premises taken or used for road purposes.
12. Utility easement granted to Indiana Michigan Power Company in Deed Record 1994 pages 4763-4764.
13. 75 foot statutory drainage easement measured at right angles from the ditch bank across the north side of said property for Cruea Ditch.
14. Easement and Right of Way by and between Shideler Grain Co., Inc. and Indiana Michigan Power Company dated October 16, 2019 and recorded November 8, 2019 in Instrument No. 2019R14959.

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27C170B

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ALTA Commitment for Title Insurance (7-1-21)
Schedule B I - B II

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File No.: 20240963





Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE issued by FIDELITY 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, Fidelity 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemeth
Secretary

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Fidelity National Title Insurance Company

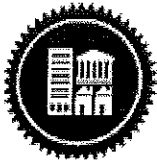
COMMITMENT CONDITIONS

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 countersignature 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.

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.

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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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File No.: 20240963

Mortgage & Homeowner's Association Release Authorization

Property Address: 2326 E Ashcraft St., Eaton, IN 47338

Owner(s): _____

If none
check here

First Mortgage Lender: _____

Account Number: _____ Phone Number: _____

If none
check here

Second Mortgage Lender or Line of Credit: _____

Account Number: _____ Phone Number: _____

If none
check here

Homeowner's Association Contact: _____

Phone Number: _____

I (We), the owners of the above mentioned property, authorize you to release all mortgage and payoff information to IN Title Company.

Owner

Owner

Social Security Number

Social Security Number

IMPORTANT INFORMATION

Regarding customer's written authorization. As a result of the Gramm-Leach-Bliley Act of 1999, Title V, which was signed into law by President Clinton, there are new procedures in regards to quoting payoffs for unaffiliated third parties. Under this new law and its implementing rules (Regulation P), a mortgage loan services can no longer share customer information with unaffiliated third parties, without the customer's consent. This includes payoffs on a customer account. To learn more about the Gramm-Leach-Bliley Act of 1999, go to www.firstgov.com type the Bill name into the search function.

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