

Remit Payment To:
LANGUELL ABSTRACT & TITLE CORP.
51 S. MAIN ST. P.O. BOX 24
SPENCER, INDIANA 47460

INVOICE

Billed To:
Susan L. Adinamis
250 East 96th Street, Suite 150
Indianapolis, IN 46240

Invoice No.:
Invoice Date: August 11, 2017
Please Pay Before: August 11, 2017
Our File Number: 2017070539
Your Reference Number: HILTON SMITH

Property:
St Rd 243
Cloverdale, IN 46120
Putnam County

Brief Legal: PT E 1/2 NE S5 T12 R4; 25.95A

DESCRIPTION	AMOUNT
Title Search & Update	311.00
Title Examination & Update	200.00
Invoice Total Amount Due	\$ 511.00

THANK YOU !!!

COMMONWEALTH LAND TITLE INSURANCE COMPANY
SCHEDULE A

1. Commitment Date: August 3, 2017 at 08:00 AM
2. Policy to be issued:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Estate of Hilton Smith
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

LANGUELL ABSTRACT & TITLE CORP.

By: *Mary Q. Hersington*
LANGUELL ABSTRACT & TITLE CORP.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by COMMONWEALTH LAND TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

**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.
 1. Instrument created the estate or interest to be insured must be executed and filed for record, to-wit:
 - a Compliance with Putnam County Zoning and Subdivision Control Ordinances.
 - b Execution and recording of Personal Representative's Deed to proposed insured owner.
 - c Return to Title Agent of properly executed and notarized Vendors Affidavit. Said Affidavit need not be recorded.
 2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
 3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. Compliance with the condition of the Supervised Estate of Hilton H. Smith, filed in Clay Circuit Court of Clay County, under Cause Number 11C01-0205-EU-042..
6. State Form 46021 (R9/7-09) "DISCLOSURE OF SALES INFORMATION" must be completed by the Buyer and Seller and attached to the deed or other document transferring title before the document will be recorded by the County Recorder.

**SCHEDULE B, PART II
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:

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SCHEDULE B
(Continued)

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. 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.
3. Any easement or servitudes, if any, appearing in the public records.
4. Building setback lines, if any, appearing in the public records.
5. Any Covenants, conditions, and restrictions, if any, appearing in the public records.
6. Assessments for homeowner's association, if any, appearing in the public records.
7. Leases, grants, exceptions, or reservations of minerals or mineral rights, if any, appearing in the public records.
8. Municipal assessments, if any, assessed against the land.
9. A judgment search for judgments which are liens against real estate has been run against Hilton Smith. None were found of record for ten (10) year period.
10. This Company DOES NOT insure any loss or damage arising out of Indiana State Tax Warrants filed in the Clerk's Office.
11. 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
12. Real estate taxes for the year 2016 due in 2017 and all taxes thereafter.
Legal: PT E 1/2 NE S5 T 12 R4; 25.95A
1st Installment due 5/10/2017 \$501.98 Paid
2nd Installment due 11/13/2017 \$501.98 Unpaid
TAX ASSESSMENTS:
Township - Cloverdale
State Tax Parcel Id: 67-16-05-100-006.000-002
Value/Land:\$54,200.00
Value/Improvements:\$0.00
Homestead Exemption:\$0.00
Supplemental Deduction:\$0.00
Mortgage:\$0.00
13. Right-A-Way Easement to Cataract Lake Water Corporation dated April 7, 1993, filed for record on April 13, 1993 in the office of the Putnam County Recorder in Record Number 95, page 129, as Instrument Number 17098.

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SCHEDULE B
(Continued)

14. PLEASE NOTE: The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
15. Rights of way for drainage tiles, feeders and laterals, if any.
16. "IC 27-7-3.7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000.00 or more to be in the form of wired funds. Funds in amounts less than \$10,000.00 may be deposited in the form of cash, wired funds, cashier's check, certified check, check on the account of another closing agent, or check drawn on the account of a licensed real estate broker. Personal checks in excess of \$500.00 will not be accepted."
17. * By virtue of I.C. 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
18. NOTE: Indiana Code 8-1-26 provides for the recordation of a Notice of Underground Facilities. The proposed insured is invited to make inquiry of all operators of such facilities is of concern to the proposed insured. No search has been made for Notice Of Underground Facilities which may have been recorded.

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

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

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

19. NOTE: Privacy Policy Attached.
20. NOTE: AN OWNER'S POLICY IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:
 1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
 2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
 3. Unfiled mechanic's or materialmen's liens.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment Number: 2017070539

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Part of the East Half (1/2) of the Northeast Quarter of fractional Section Number Five (5) Township Twelve (12) North Range Four (4) W and described as follows:

Commencing at the Northeast Corner thereof running thence South Fifteen chains and Forty-three and one-half (43 ½) links; thence West on a straight line Eighteen (18) chains and Seventy-six (76) links to the West line of the East Half thereof; thence due North on said line Fifteen (15) chains and Forty-three (43 ¼) and one-fourth links; thence East on North line thereof Eighteen (18) chains and Seventy-six links to the place of beginning - containing 28-95/100 acres more or less.

EXCEPTING OUT:

Situate in the State of Indiana, County of Putnam and being a part of the Northeast Quarter of the Northeast Quarter of Section 5, Township 12, Range 4 West of the Second Principal Meridian, more particularly described to-wit:

Beginning at a 5/8 inch rebar marking the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 5, Township 12, Range 4 West; thence East 208.71 feet with the North line of said Northeast Quarter Quarter to a railroad spike; thence South 00 Degrees 16 Minutes West 626.13 feet to a 5/8 inch rebar; thence West 208.71 feet to a 5/8 inch rebar on the West line of said Northeast Quarter Quarter; thence North 00 Degrees 16 Minutes East 626.13 feet with said West line to the point of beginning, containing 3.00 acres, more or less.