

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Owen County Title
Issuing Office: 385 E Main Street, Spencer, IN 47460
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: S23010004-1
Issuing Office File No.: S23010004
Property Address: Schafer Rd & State Hwy 157, Coal City, IN 47427

1. **Commitment Date:** January 26, 2023 at 08:00 AM

2. **Policy to be issued:**

Proposed Amount of Insurance:

- | | |
|--|-----|
| a. ALTA Owners Policy (06/17/06) | |
| Proposed Insured: TBD | TBD |
| The estate or interest to be insured: Fee Simple | |
| b. ALTA Loan Policy (06/17/06) | |
| Proposed Insured: TBD | TBD |
| The estate or interest to be insured: Fee Simple | |

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:**

Earl A. Worland and Gloria J. Worland, Husband and Wife.

5. **The Land is described as follows:**

SEE EXHIBIT A ATTACHED HERETO

STEWART TITLE GUARANTY COMPANY



Cathy Neal
Owen County Title

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File No.: S23010004

010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule A (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: S23010004

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. Issuance of Title Policy will be made upon the satisfactory closing by Owen County Title, closing department. Should any closing not be handled by Owen County Title, closing department, this commitment is subject to such further requirements as may then be deemed necessary. All requirements will be met prior to recording of any and all documents and issuance of a Title Policy.
6. NOTE: By virtue of IC27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006.
7. Indiana Code 36-2-11-15, effective July 1, 2006, provides that any document presented for recording, by statute, must have a "prepared by" statement.
8. If the Company provides settlement services for the contemplated transaction, IC 27-7-3-22 requires that each party to the transaction obtain a Closing Protection Letter at a cost filed with the Indiana Department of Insurance. Stewart Title Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$25 for a lender's letter.
9. Effective July 1, 2009, HEA1374 (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 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.
10. Vendor's Affidavit and Mortgage Affidavits to be furnished at closing.

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BI (07-01-2021)



SCHEDULE B PART I

(Continued)

11. State Form 46021 (6-93) "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.

NOTE: 24 MONTH CHAIN OF TITLE:

Warranty Deed from Lamar Leasing Company to Earl A. Worland and Gloria J. Worland, Husband and Wife, recorded March 30, 2004 as Instrument Number 155035 in Deed Book 213, page 537 in the office of the Recorder of Owen County, Indiana.

NOTE: THE FOLLOWING MUST BE CLEARED BEFORE CLOSING OR ISSUANCE OF A FINAL POLICY:

12. Title Commitment is not an effective commitment until the identity of proposed insured and amount is entered.
13. Please be advised that our Search did not disclose any open mortgages. If you should have knowledge of any outstanding obligation, Please Contact Owen County Title immediately for further review prior to closing.

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BI (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: S23010004

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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
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 or special assessments which are not shown as existing liens by the Public Records.
7. Taxes for the year 2021 due and payable in 2022 are assessed in the name of Earl A. and Gloria J. Worland, each half for \$434.56,
May installment: PAID
November installment: PAID
Taxing Unit: Jefferson
Parcel # 60-14-14-300-230.000-020
Brief Legal Description: SE S14 T9 R6; 63.39A
Assessed Value:
Land \$50,600.00
Improvement \$0.00
Exemptions: NONE

Taxes for 2022 payable in 2023 are a lien, but not yet due and payable and taxes for all subsequent installments, which are not yet a lien.

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

8. Taxes for the year 2021 due and payable in 2022 are assessed in the name of Earl A. and Gloria J. Worland, each half for \$22.33,
May installment PAID
November installment PAID
Taxing Unit: Jefferson
Parcel # 60-14-13-300-080.000-020
Assessed Value:
Land \$ 2,600.00
Improvement \$0.00
Exemptions NONE

Taxes for 2022 payable in 2023 are a lien, but not yet due and payable and taxes for all subsequent installments, which are not yet a lien.

NOTE: Added improvements in place as of January 1, 2023 are subject to assessment which could increase the tax amounts due in 2024; in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

NOTE: The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.

9. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
10. 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.
11. Any claim that the title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C sec. 499a, et seq.) or the Packers and Stockyards Act (7 U.S.C sec.181 et. seq.) or under similar state laws.
12. Rights of tenants under any unrecorded leases, including farm or crop leases and growing crops.
13. Agreement of Complete Liquidation of ALVA Coal Corporation by and between Peabody Coal Company and ALVA Coal Corporation, recorded January 17, 1963 as Instrument Number 02813 in the office of the Recorder of Owen County, Indiana.

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

14. Oil and Gas Lease by and between Lamar Leasing Company and Mid-Central Land Services, LLC, recorded October 2, 1998 In Miscellaneous Book 143, page 408 in the office of the Recorder of Owen County, Indiana.

Assignment of Oil and Gas Lease by and between Mid-Central Land and Exploration, Inc. d/b/a Mid-Central Land Services and Citizens Resource Development Corporation, LLC, recorded December 4, 1998 as Instrument Number 124102 in Miscellaneous Book 144, page 569 in the office of the Recorder of Owen County, Indiana.

15. Oil and Gas Lease by and between Earl A. Worland and Gloria J. Worland and Pioneer Oil Company, Inc. recorded April 24, 2006, as Instrument Number 166293 in Miscellaneous Book 199, page 130 in the office of the Recorder of Owen County, Indiana. (Section 14)

Amendment of Oil and Gas Lease by and between Pioneer Oil Company, Inc. and Earl A. Worland and Gloria J. Worland, recorded February 9, 2007 as Instrument Number 170281 in the office of the Recorder of Owen County, Indiana.

16. Matters set out on a Platted Survey by J. Steve Campbell, RLS # 870004, recorded June 11, 2004 as Instrument Number 156251 in Miscellaneous Book 184, page 359, in the office of the Recorder of Owen County, Indiana.

17. Matters set out on a Platted Survey by J. Steve Campbell, RLS # 870004, recorded June 11, 2004 as Instrument Number 156252 in Miscellaneous Book 184, page 385, in the office of the Recorder of Owen County, Indiana.

18. Easements, covenants, conditions and restrictions, if any, appearing in the public records.

19. Any adverse claim relative to Ponds based upon:

The land described in Schedule A or any part thereof is now or at any time has been below the ordinary low water mark of Pond; or

Some portion of said land has been created by artificial means or has accreted to such portion so created, or

Some portion of said land has been brought within the boundary thereof by an exclusive movement, or has been formed by accretion to any such portion.

Rights of upper and lower riparian owners with respect to the waters thereof.

20. Matters set out in Warranty Deed recorded March 30, 2004 as Instrument Number 155035 in the Office of the Recorder of Owen County, Indiana.

21. Easements or servitudes, if any, appearing in the public records.

22. Building setback lines, if any, appearing in the public records.

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BII (07-01-2021)



SCHEDULE B, PART II

(Continued)

23. Assessments for homeowner's association, if any, appearing in the public records.
24. Leases, grants, exceptions, or reservations of minerals or mineral rights, if any, appearing in the public records.
25. Municipal assessments, if any, assessed against the land.
26. Rights of the public, the State of Indiana, the County of Owen and the municipality in and to that part of the land taken or used for road purposes.
27. Rights of way for drainage tiles, feeders and laterals, if any.
28. The address shown on Schedule A is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
29. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
30. NOTE: Any exception contained herein omits any covenant or restriction, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
31. This Company DOES NOT insure any loss or damage arising out of the Indiana State Tax Warrants filed in the Clerk's Office nor at the State Level.
32. Judgments of the Federal District Court not transcribed to the County Clerk.

NOTE:

Judgment Search has been made in the names of: Worland, Earl and Worland, Gloria: JOINTLY: NONE FOUND.

NOTE:

Per the instructions of Lender, no judgments, if any, against the purchaser(s) have been shown herein, as any court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: "Purchase money mortgage Sec. 4. A mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the purchaser."

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BII (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT A

The Land is described as follows:

A part of the Southeast Quarter of Section 14 and a part of the Southwest Quarter of the Southwest Quarter of Section 13, all in Township 9 North, Range 6 West, Jefferson Township, Owen County, Indiana, more particularly described as follows: Commencing at a 5/8" rebar set w/cap engraved JSC 870004 (hereafter referred to as a set iron pin) at the Southeast corner of said Southeast Quarter of Section 14; thence North 89 Degrees 25 Minutes 04 Seconds West (assumed bearing) along the South line of Section 14 a distance of 2576.82 feet to a set iron pin on the East line of a simultaneously created 71.47 acre tract known as Tract 8; thence North 00 Degrees 17 Minutes 05 Seconds East 660.00 feet to a set iron pin; thence North 00 Degrees 07 Minutes 44 Seconds East, passing through a set iron pin at 532.37 feet, a distance of 552.37 feet to the centerline of County Road 525 South; thence South 88 Degrees 57 Minutes 05 Seconds East along said centerline a distance of 1504.13 feet; thence South 00 Degrees 00 Minutes 00 Seconds East a distance of 544.85 feet to a set iron pin; thence North 90 Degrees 00 Minutes 00 Seconds East 755.98 feet to a set iron pin on the West right-of-way of the abandoned Big Four Railroad; thence North 23 Degrees 11 Minutes 01 Second West along said West right-of-way line a distance of 610.40 feet to the centerline of County Road 525 South; thence North 45 Degrees 52 Minutes 11 Seconds East along said centerline a distance of 53.54 feet; thence North 20 Degrees 00 Minutes 40 Seconds East along said centerline a distance of 70.26 feet to the Southerly right-of-way of State Road 157; thence South 67 Degrees 48 Minutes 12 Seconds East along said right-of-way 47.05 feet; thence South 86 Degrees 43 Minutes 53 Seconds East along said right-of-way 61.86 feet to the West line of the Town of Daggett as per the record plat dated March 16, 1880 in the Recorder's Office of Owen County; thence South 00 Degrees 09 Minutes 26 Seconds West 39.78 feet to a set iron pin; thence South 89 Degrees 46 Minutes 17 Seconds East along the South lines of Lots 1 as 12 in Block 2 of said Town of Daggett, a distance of 360.00 feet to the right-of-way of State Road 157; thence South 00 Degrees 13 Minutes 44 Seconds West along said right-of-way 654.03 feet; thence South 14 Degrees 53 Minutes 08 Seconds East along said right-of-way 115.05 feet to a point on the East line of Section 14; thence South 40 Degrees 05 Minutes 00 Seconds East along said right-of-way 665.71 feet to a set iron pin on the South line of the Southwest Quarter of the Southwest Quarter of Section 13; thence North 89 Degrees 08 Minutes 15 Seconds West 430.71 feet to the point of beginning containing 66.18 acres, more or less. Containing in Section 14, 63.69 acres and in Section 13; 2.49 acres.

EXCEPT: the right-of-way for the abandoned Evansville and Indianapolis Railroad (Big Four) 25 feet both sides of the following described centerline: Commencing at the Southeast corner of Section 14, Township 9 North, Range 6 West, Jefferson Township, Owen County, Indiana; thence North 89 Degrees 25 Minutes 04 Seconds West (assumed bearing) along the South line of said Section 32.56 feet (record 40) to the true point of beginning; thence North 17 Degrees 12 Minutes 15 Seconds West 42.00 feet; thence on a curve to the left having a radius of 5729.65 feet and subtended by a long chord bearing North 20 Degrees 44 Minutes 25 Seconds West a distance of 600 feet; thence North 23 Degrees 11 Minutes 01 Seconds West 700.96 feet to a point in the center of County Road 525 South and to the point of terminus.

FOR INFORMATIONAL PURPOSES ONLY:

Schafer Rd
Coal City, IN 47427

Parcel # 60-14-14-300-230.000-020

State Hwy 157
Coal City, IN 47427

Parcel # 60-14-13-300-080.000-020

Invoice

Remit payment to:

Owen County Title
385 E Main Street
Spencer, IN 47460

Billed to:

Earl A. Worland and Gloria J. Worland
1910 E State Highway 54
Linton, IN 47441

Invoice number: S23010004-1**Invoice date:** February 23, 2023**Please pay before:** February 23, 2023**Our file number:** S23010004**Property:**

Schafer Rd & State Hwy 157
Coal City, IN 47427
Owen County

Brief legal: SE S14 T9 R6; 63.69A

PT SW S13 T9 R6; 2.49A

DESCRIPTION	AMOUNT
Owner's Policy in amount of Purchase Price - TBD	0.00
Loan Policy-TBD (not to exceed purchase price set out on Purchase Agreement)	100.00
CPL (Buyer/Lender)	50.00
Closing Fee	300.00
Title Services Fee (Buyer)	195.00
Commercial Search and Exam Fee	500.00
CPL (Seller)	25.00
Title Services Fee (Seller)	135.00
Lender's Binder Fee	150.00
TIEFF (Buyer)	5.00
TIEFF (Seller)	5.00
Invoice total amount due:	\$ 1,465.00