



**070623RM
BF**

TICOR TITLE INSURANCE COMPANY

A corporation of California, herein called the Company

for a valuable consideration, hereby commits to issues its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

Rowland Title Company, Inc.

3503 West Fox Ridge Lane
Muncie, IN 47304
Phone: (765) 288-1045
Fax: (765) 288-1968

SCHEDULE A

Policy or Policies to be issued:

<u>Commitment No.</u>	<u>Effective Date:</u>	ALTA Owner-s Policy <u>(10-17-92)</u>	ALTA Loan Policy <u>(10-17-92)</u>
070623RM	03/23/2007 at 8:00 a.m.	\$124,100.00	\$0.00

Proposed Insured -- LOAN:

ERA/EAGLE REAL ESTATE, its successors and/or assigns as their interest may appear

Proposed Insured -- OWNER'S:

DWAYNE ANTHONY DAVIS and REBECCA LORAIN DAVIS, Husband and Wife

The estate or interest in the land described or referred to in the Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

IDEAL SUBURBAN HOMES, INC.

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

Commonly known as: **1304 WEST SHEFFIELD, MUNCIE, INDIANA, 47304**

NOTE: The street address is shown for identification purposes and for convenience only. It should not be construed as insuring the accuracy of the street address as it relates to the insured premises.

LOT NUMBERED 13 IN EMERALD POINTE, SECTION A, A SUBDIVISION IN CENTER TOWNSHIP, AS RECORDED IN INSTRUMENT NUMBER 2006R07409, RECORDS OF DELAWARE COUNTY, INDIANA.

**Commitment No.: 070623RM****TICOR TITLE INSURANCE COMPANY
Requirements Page**

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, duly entered for taxation, as appropriate, and duly recorded of record.
 - A. WARRANTY Deed from IDEAL SUBURBAN HOMES, INC. to DWAYNE ANTHONY DAVIS and REBECCA LORAIN DAVIS, Husband and Wife.
 - B. Mortgage from DWAYNE ANTHONY DAVIS and REBECCA LORAIN DAVIS, Husband and Wife to ERA/EAGLE REAL ESTATE for amount of policy duly executed and recorded.
3. Payment of taxes and assessments as shown at Special Exception(s) 1-2, if any.
4. 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 must be paid to the auditor at the time of filing.
5. Pay Rowland Title Company the premiums, fees and charges for the policy.
6. Please notify Rowland Title Company in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. Rowland Title Company may then make additional requirements and exceptions.
7. Possible Municipal Assessments or impact fees levied by the CITY OF MUNCIE.
8. Mortgage for: \$118,500.00
From: HERITAGE LAND CO., AN INDIANA CORPORATION
To: FIRST FARMERS BANK AND TRUST
Dated: APRIL 4, 2005, Recorded: APRIL 12, 2005
In INSTRUMENT NO. : 2005R08133
In the Office of the Recorder of DELAWARE County, Indiana.

Lending Institution must record properly executed PARTIAL RELEASE (FOR OUR LOT) of mortgage with the County Recorder. If mortgage is to remain open for any reason, notify Rowland Title Company.
9. Mortgage for: \$159,000.00
From: HERITAGE LAND CO
To: FIRST FARMERS BANK AND TRUST
Dated: MAY 6, 2005, Recorded: MAY 11 2005
In Instrument No.: 2005R10003
In the Office of the Recorder of DELAWARE County, Indiana.

Lending Institution must record properly executed release of mortgage with the County Recorder. If mortgage is to remain open for any reason, notify Rowland Title Company.
10. Upon a conveyance of the subject premises, we should be furnished a certificate duly executed by the President or Secretary of the Board of Managers of EMERALD POINTE SECTION A, a not-for-profit corporation which certifies that there are no unpaid assessments which constitute a lien on the subject premises and certifies that any right to purchase has not been exercised by the association.

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11. With regard to IDEAL SURBURBAN HOMES, INC., we have the following requirements:

A. We must be furnished a copy of Certificate of Existence, from the Secretary of the State of Indiana, attesting to the current good standing of said corporation.

B. The deed or mortgage of said corporation must be supported by a due and proper resolution of said Corporation which indicates the names of the officers who are to execute such instrument on behalf of said corporation.

12. Vendor's Affidavit satisfactory to TICOR TITLE INSURANCE COMPANY should be furnished.

13. Standard Mortgagor's Affidavit.

14. Update title insurance commitment the day of closing.

NOTE: These requirements are suggested solutions only. There may be other ways of solving the issues raised in this commitment.

NOTE TO CLOSER: The real estate described in Schedule A of this commitment is either a refinance or it DOES NOT meet the 1998 Homeowner-s Policy qualifications.



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**TICOR TITLE INSURANCE COMPANY
SCHEDULE B**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- B. 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 the Commitment.
- C. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2 and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

General Exceptions:

- 1. Rights or Claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by any public records.
- 5. Taxes or special assessments which are not shown as existing liens by the public record.

Special Exceptions:

- 1. Taxes for 2006 due and payable in 2007:

(EMERALD POINTE SEC A L -13)

- A. 1st Installment due May 10, 2007 - - - - - \$AMOUNT NOT YET AVAILABLE
- B. 2nd Installment due November 10, 2007 - - - \$AMOUNT NOT YET AVAILABLE

in the name of HERITAGE LAND CO, Parcel No. 07-33-177-002-000; Taxing Unit: MUNCIE. Value of land \$0.00, value of improvements \$0.00. Homestead Exemption \$0.00. Mortgage Exemption \$0.00.

NOTE: The current exemptions, as shown, may not be applied to the succeeding tax years.

NOTE: The Full year tax amount for the 2005 pay 2006 taxes on the above set of real estate taxes were \$0.00.

NOTE: NEW PARCEL--NO ASSESSMENTS FOR 2006/2007

- 2. Taxes for the year 2007 payable 2008, become a lien as of March 1, 2007, though the amount will not be determined until early in 2008, therefore, are not yet due and payable.
- 3. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- 4. Rights of the public, the State of Indiana, and County of DELAWARE and the municipality and public utilities in and to that part of the premises taken or used for road and right of way purposes.
- 5. Easement in favor of INDIANA MICHIGAN POWER as recorded OCTOBER 24, 2006 in Instrument No. 2006R23540, records of Delaware County, Indiana.

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6. Terms, provisions, covenants, and conditions, including, but not limited to, assessments contained in the Code of By-Laws of EMERALD POINTE SECTION A recorded MARCH 30, 2006 as Instrument Number 2006R07407, of the Records of DELAWARE County, and as further amended.
7. Covenants, conditions, restrictions, easements and building lines applicable to EMERALD POINTE ADDITION, SECTION ONE, the plat of which is recorded as Instrument No. 2006R07409, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
8. Protective Covenants as set out in Emerald Pointe, Section One, as shown in Instrument No. 2006R07408 of the records of Delaware County, Indiana.
9. Drainage Easement for Emerald Pointe, Section One, as shown in Instrument No. 2006R07410 the records of Delaware County, Indiana.
10. Judgment search has been made versus DWAYNE ANTHONY DAVIS AND REBECCA LORAIN DAVIS, HUSBAND AND WIFE, and not as individuals, and NONE FOUND.
11. Judgment search has been made versus IDEAL SUBURBAN HOMES, INC., individually, and NONE FOUND.

NOTE: LAST DEED OF RECORD AND 12 MONTH CHAIN OF TITLE INFORMATION IS AS FOLLOWS:

IDEAL SUBURBAN HOMES, INC. acquired title to subject real estate by a Deed dated MAY 17, 2006 and recorded on MAY 18, 2006 as Instrument No. 2006R10464 of the records of DELAWARE County, Indiana.

"By virtue of IC 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 the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge."

"Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. [Sign, Print or Type Name]."

Additionally, pursuant to IC 35-2-7.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the county recorder since the law's inception in 2005 and will continue to be collected until further notice."

- End of Schedule B -



Rowland Title Company, Inc.

3503 West Fox Ridge Lane, Muncie, IN 47304
 ph. 765-288-1045 fax 765-288-1968

**Statement
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COMMITMENT NO. 070623RM

STATEMENT FOR TITLE WORK

PREPARED FOR: ERA/EAGLE REAL ESTATE
 ATTN: THE ORR TEAM (CONTACT: ASHLEY BRAMMER, USE EMAIL)
 ADDRESS: 4020 N. ROSEWOOD AVE., MUNCIE, INDIANA, 47304
 PHONE NO.: 765-212-1111
 FAX NO.: 765-288-2511
 ALSO FAX TO: THE ORR TEAM (CONTACT: ASHLEY BRAMMER, USE EMAIL) 765-288-2511
 ALSO FAX TO:

OWNER'S NAME: IDEAL SUBURBAN HOMES, INC.
 BUYER'S NAME: DWAYNE ANTHONY DAVIS and REBECCA LORAIN DAVIS, Husband and Wife
 PROPERTY ADDRESS: 1304 WEST SHEFFIELD, MUNCIE, INDIANA, 47304

OWNER'S AMOUNT	\$124,100.00		\$424.00
TIEFF - POLICY FEE			\$5.00
LENDER'S AMOUNT	\$0.00		\$50.00
TIEFF - POLICY FEE			\$5.00
CHAIN OF TITLE FEE		Amount	\$0.00
		Amount	\$25.00
		TOTAL	\$509.00

FAXED THIS DATE: April 10, 2007

THIS IS A STATEMENT FOR TITLE WORK. FINAL INVOICE COST WILL REFLECT CLOSING COSTS, RECORDINGS, AND OTHER ADDITIONAL CHARGES.

To schedule closings contact Sunshine at 288-1045



CHICAGO TITLE INSURANCE COMPANY
TICOR TITLE INSURANCE COMPANY

(Members of the Fidelity National Financial, Inc. group of companies)
Fidelity National Financial Group of Companies- Privacy Statement

July 1, 2001

We recognize and respect the privacy expectation of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information (Personal Information®), and to whom it is disclosed will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the Right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- # From applications or other forms we receive from you or your authorized representative
- # From your transactions with, or from the services being performed by us, our affiliates, or other;
- # From our internet web sites;
- # From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- # From consumer or other reporting agencies

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- # to agents, brokers or representatives to provide you with services you have requested;
- # to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- # to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Rights to Access Your Personal Information and Ability To Correct Errors or Request changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial products or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



ROWLAND TITLE COMPANY INC.

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (the Privacy Act) generally prohibits any financial institution, including a land title and/or escrow company, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the (the Privacy Act) we are providing you with this document which notifies you of the privacy policies and practices of ROWLAND TITLE COMPANY.

We may collect nonpublic personal information about you from the following sources:

#Information we receive from you, such as on applications or other forms.

#Information about your transactions we secure from our files, or from our affiliates or others

#Information we receive from a consumer reporting agency.

#Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We do NOT disclose information about our customers or former customers to other companies for marketing services.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic person information.