



Rowland Title Company

1003 Jackson Street
Anderson, IN 46016

To: CRAIG WEST
Fax number: +1 (765) 3811111

From: Lynn LaShure-Cole
Fax number: 317-363-2363 or 765-649-2877
Business phone: 765-644-8712
Home phone:

Date & Time: 5/10/2007 2:00:25 PM
Pages: 8
Re: COMMITMENT FOR DANCE, ZIEGLER / WHISLER #070887RM

070887RM
LLL

CHICAGO 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>	<u>ALTA 1998 Homeowner's Policy</u>	<u>ALTA Loan Policy (10-17-92)</u>
070887RM	04/30/2007 at 8:00 a.m.	\$52,400.00	\$50,526.00

Proposed Insured -- LOAN:

NATIONAL CITY MORTGAGE CO., its successors and/or assigns as their interest may appear

Proposed Insured -- OWNER'S:

KELLY L. WHISLER

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:

MYRON DANCE and ANTHONY PAUL ZIEGLER, Tenants in Common

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

Commonly known as: **2017 SOUTH PENN STREET, MUNCIE, INDIANA 47302**

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 Number 6 in Block Number 76 in the Muncie Natural Gas Land Improvement Company's Subdivision of the Galliher and Ohmer Tracts, to the City of Muncie, Delaware County, Indiana.

Commitment No.: 070887RM

**CHICAGO 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 MYRON DANCE and ANTHONY PAUL ZIEGLER, Tenants in Common to KELLY L. WHISLER.
 - B. Mortgage from KELLY L. WHISLER to NATIONAL CITY MORTGAGE CO. for amount of policy duly executed and recorded.
3. It is contemplated that a 1998 Homeowner's Policy will be issued so long as Rowland Title Company receives an acceptable form of Residential Sellers Affidavit signed by an owner occupant of the property and that no other matter comes to the Title Company's attention which would prohibit the issuance of such a policy. If the property DOES NOT meet the qualifications for the 1998 Homeowner's Policy, an ALTA Owner's Policy (10-17-92) will be issued.
4. Payment of taxes and assessments as shown at Special Exception(s) 1-3, if any.
5. 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.
6. Pay Rowland Title Company the premiums, fees and charges for the policy.
7. 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.
8. Possible Municipal Assessments or impact fees levied by the CITY OF MUNCIE.
9. Vendor's Affidavit satisfactory to CHICAGO TITLE INSURANCE COMPANY should be furnished.
10. Standard Mortgagor's Affidavit.
11. 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.

Commitment No. 070887RM

**CHICAGO 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:

(G AND O SUB LOT 6 BLK 76)

- 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 TREMAINE GLEN L AND VICKI L, Parcel No. 11-22-209-014-000; Taxing Unit: CITY OF MUNCIE-003. Value of land \$7700.00, value of improvements \$24200.00. Homestead Exemption \$0.00. Mortgage Exemption \$0.00.

NOTE: The Full year tax amount for the 2005 pay 2006 taxes on the above set of real estate taxes were \$808.40.

NOTE: THE TAX RATE FOR THE TAXES FOR 2006 DUE AND PAYABLE IN 2007 HAVE NOT YET BEEN DETERMINED BY THE COUNTY GOVERNMENT. TAX BILLS ARE EXPECTED TO BE HIGHER THAN THE PREVIOUS TAX YEARS AND ARE EXPECTED TO BE ISSUED IN JUNE WITH THE FIRST INSTALLMENT DUE IN JUNE OR JULY.

- 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. Fee for Annual Maintenance of WHITE RIVER SOUTHWEST DITCH for year 2006 - - - - \$10.00 PAID

Parcel No. 11-22-209-014-000

- 4. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

Commitment No. 070887RM, Continued Page

5. Covenants, conditions, restrictions, easements and building lines applicable to MUNCIE NATURAL GAS LAND IMPROVEMENT COMPANYS SUBDIVISION OF THE GALLIHER AND OHMER TRACT, 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.

6. Judgment search has been made versus MYRON DANCE, individually, and NONE FOUND.

7. Judgment search has been made versus ANTHONY PAUL ZIEGLER, individually, and NONE FOUND.

8. Subject to an examination for judgments against the proposed insured. (Does not affect lender's policy.).

NOTE: Title Insurance Company hereby agrees, upon receipt of proper additional premium, to increase the face amount of the policies to be issued; subject, however, to the Conditions and Stipulations of this commitment and the underwriting rules and insurance regulations in effect at the date the additional insurance is requested.

NOTE: The Company's obligations and liability under this Commitment, up to \$10,000.00, shall not cease and terminate until 6 months after the effective date of Commitment, or when the policy or policies committed for shall issue, whichever first occurs.

NOTE: LAST DEED OF RECORD AND 24 MONTH CHAIN OF TITLE INFORMATION IS AS FOLLOWS:

MYRON DANCE and ANTHONY PAUL ZIEGLER, Tenants in Common acquired title to subject real estate by a Deed dated NOVEMBER 24, 2006 and recorded on NOVEMBER 28, 2006 as Instrument No. 2006R25403 of the records of DELAWARE County, Indiana.

GLEN L. TREMAINE and VICKI L. TREMANE, Husband and Wife acquired title to subject real estate by a Deed recorded in DEED RECORD 1999, PAGE 1959 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
LLL

COMMITMENT NO. 070887RM

STATEMENT FOR TITLE WORK

PREPARED FOR: ERA/EAGLE REAL ESTATE
 ATTN: 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: ANGELA NADALINE (PROC: ROBIN BORUM, USE EMAIL) 765-646-5573
 ALSO FAX TO: THE ORR TEAM (CONTACT: ASHLEY BRAMMER, USE EMAIL) 765-288-2511

OWNER'S NAME: MYRON DANCE and ANTHONY PAUL ZIEGLER, Tenants in Common
 BUYER'S NAME: KELLY L. WHISLER
 PROPERTY ADDRESS: 2017 SOUTH PENN STREET, MUNCIE, INDIANA 47302

OWNER'S AMOUNT	\$52,400.00		\$284.00
TIEFF - POLICY FEE			\$5.00
LENDER'S AMOUNT	\$50,526.00		\$50.00
TIEFF - POLICY FEE			\$5.00
ALTA 1998 HOMEOWNER'S POLICY		Amount	\$25.00
CHAIN OF TITLE FEE		Amount	\$25.00
		TOTAL	\$394.00

FAXED THIS DATE: May 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
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(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 Callc 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 form 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.