



**061837RO  
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.

Revised 9-19-06 LLL  
REVISED November 20, 2006  
REVISED January 2, 2007

**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>
<b>061837RO</b>	<b>11/10/2006 at 8:00 a.m.</b>	<b>\$93,000.00</b>	<b>\$18,775.00</b>

Proposed Insured -- LOAN:

**NATIONAL CITY MORTGAGE, a division of National City Bank, its successors and/or assigns as their interest may appear**

Proposed Insured -- OWNER'S:

**SIDNEY GRAHG**

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:

**PATHFINDER SERVICES, INC.**

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

Commonly known as: **610 HART DRIVE, DUNKIRK, INDIANA 47336**

**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 38 in Quincy Place Addition to the City of Dunkirk, Jay County, Indiana, a plat of which was recorded March 27, 2000 as Instrument No. 2000933 of the records of Jay County, Indiana.**



**Commitment No.: 061837RO**

**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. DELETED
  - B. CORPORATE WARRANTY Deed from PATHFINDER SERVICES, INC to SIDNEY GRAHG.
  - C. First Mortgage from SIDNEY GRAHG to NATIONAL CITY BANK. a division of National City Bank for amount of policy duly executed and recorded. (061837RO)
  - D. 2<sup>nd</sup> Mortgage from SIDNEY GRAHG to USDA Rural Development for amount of policy duly executed and recorded. (061837ROA)
  - E. 3<sup>rd</sup> Mortgage from SIDNEY GRAHG to PATHFINDER SERVICES, INC. for amount of policy duly executed and recorded. (061837ROB)
  - F. 4<sup>th</sup> Mortgage from SIDNEY GRAHG to FEDERAL HOME LOAN BANK for amount of policy duly executed and recorded. (061837ROC)
3. Payment of taxes and assessments as shown at Special Exception(s) 1-3, 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 DUNKIRK.
8. With regard to BIGGS, INC and PATHFINDER SERVICES, 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.
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.

**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.



**Commitment No. 061837RO, Continued Page**



**Commitment No. 061837RO**

**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 2005 due and payable in 2006:

(QUINCY PLACE LOT 38)

A. 1st Installment due May 10, 2006 - - - - - \$5.46 PAID

NOTE: If total taxes do not add up to \$25.00, there will only be a spring installment due.

in the name of BIGGS INC, Parcel No. 38-09-04-300-029.008-014; Taxing Unit: CITY OF DUNKIRK-14. Value of land \$200.00, value of improvements \$0.00. Homestead Exemption \$0.00. Mortgage Exemption \$0.00.

Treasurer's Tax records do not include residential or non-residential improvement valuation assessment for buildings on subject real estate. The policy will not insure payment of residential or non-residential improvement taxes levied on or after the date of this commitment.

2. Taxes for the year 2006 payable 2007, such taxes are not yet due and payable.

3. Fee for Annual Maintenance of BAKER BANTZ DITCH for year 2006 - - - \$20.00 PAID

Parcel No. 38-09-04-300-029.008-014

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

**Commitment No. 061837RO, Continued Page**

5. Rights of the public, the State of Indiana, and County of JAY and the municipality and public utilities in and to that part of the premises taken or used for road and right of way purposes.
6. Covenants, conditions, restrictions, easements and building lines applicable to QUINCY PLACE ADDITION, the plat of which is recorded as Instrument No. 2000933, 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.
7. Restrictive Covenants for Quincy Place Addition as recorded in the plat of said Addition, on March 27, 2000 as Instrument No. 2000933 of the records of Jay County, Indiana.
8. Grant of Storm Sewer Easement in favor of the Town of Dunkirk recorded December 3, 1999 as Instrument No. 9904446 of the records of Jay County, Indiana.
9. Subject to the Right-of-Way, restrictions and easements contained in Miscellaneous Record 58, Pages 25-26 of the records of Jay County, Indiana.
10. Judgment search has been made versus BIGGS, INC. and PATHFINDER SERVICES, INC, individually, and NONE FOUND.
11. Judgment search has been made versus SIDNEY GRAHG, individually, and NONE FOUND.

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

BIGGS, INC. acquired title to subject real estate by a Deed dated JUNE 7, 1999 and recorded on JUNE 15, 1999 as Instrument No. 9902151 of the records of JAY County, Indiana. (MASTER PARCEL)

PATHFINDER SERVICES, INC. acquired title to subject real estate by a Deed dated OCTOBER 16, 2006 and recorded on OCTOBER 20 2006 as Instrument No. 0603367 of the records of JAY 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. 061837RO

**STATEMENT FOR TITLE WORK**

PREPARED FOR: ERA/EAGLE REAL ESTATE  
 ATTN: RYAN ORR (USE EMAIL)  
 ADDRESS: 4020 NORTH ROSEWOOD AVENUE, MUNCIE, INDIANA, 47304  
 PHONE NO.: 765-741-9111  
 FAX NO.: 765-288-2511  
 ALSO FAX TO:  
 ALSO FAX TO: PATRICK ORR (PROC: RYAN ORR, USE EMAIL) 765-288-2511

OWNER'S NAME: BIGGS, INC.  
 BUYER'S NAME: SIDNEY GRAHG  
 PROPERTY ADDRESS: 610 HART DRIVE, DUNKIRK, INDIANA 47336

OWNER'S AMOUNT	\$86,400.00	\$364.00 - \$182.00 (50% Discount Given)	\$182.00
TIEFF - POLICY FEE			\$5.00
LENDER'S AMOUNT	\$92,600.00		\$50.00
TIEFF - POLICY FEE			\$5.00
CHAIN OF TITLE FEE		Amount	\$0.00
		Amount	\$25.00
		TOTAL	\$267.00

FAXED THIS DATE: August 24, 2006

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 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.