



Fidelity National Title[®] Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

ATTEST

President

Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) Comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Fidelity National Title[®] Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Bosse Title Company, LLC
 Issuing Office: 501 Main Street, Suite 101, Evansville, IN 47708
 Issuing Office's ALTA[®] Registry ID: 1003043
 Commitment No.: 20-11134-1
 Issuing Office File No.: 20-11134
 Property Address: N. Saint Joseph Ave., Evansville, IN 47720

SCHEDULE A

1. Commitment Date: October 27, 2020 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owners Policy (06/17/06)
 Proposed Insured: Sohn & Associates, Ltd.
 Proposed Policy Amount: \$100,000.00

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:

Commercial Landscape Service, Inc., more correctly known as Commercial Landscaping Service, Inc., an Indiana corporation

5. The Land is described as follows:

A part of the North 1/2 of the Northeast 1/4 of Section 14, Township 5 South, Range 11 West in Vanderburgh County, Indiana being more particularly described as follows:

COMMENCING at a found 5/8-inch rebar at the NE corner of the North 1/2 of the NE 1/4 of said, Section 14 in St. Joseph Avenue; thence, South 0 degrees 19 minutes 28 seconds West along the East line of the North 1/2 of the NE 1/4 of said section (Assumed Bearing) a distance of 330.00 feet (record and measured) to a 5/8-inch rebar with LS Cap 910019, THE PLACE OF BEGINNING; thence, continuing South 00 degrees 19 minutes 28 seconds West along the East line of said 1/2, 1/4 section in St. Joseph Avenue a distance of 861.89 feet to a 5/8-inch rebar with LS Cap 910019; thence; South 89 degrees 03 minutes 17 seconds West a distance of 412.71 feet (measured) West 406.12 feet (record) to a 5/8-inch rebar with LS Cap 910019 on the NE right of way of the Evansville/Mt. Carmel and Northern Railroad; thence, South 45 degrees 19 minutes 17 seconds East along said right of way a instance of 183.70 feet (measured) Southwesterly along said right of way 174.00 feet (record) to a 5/8-inch rebar with LS Cap 910019; thence, North 89 degrees 03 minutes 17 seconds West a distance of 2348.85 feet (measured) to a 5/8-inch rebar with LS Cap 910019 set on the West line of the North 1/2 of the NE 1/4 of said section; thence, North 00 degrees 14 minutes 05 seconds East

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SCHEDULE A
(Continued)

along the West line of said 1/2, 1/4 section a distance of 954.29 feet to a 5/8-inch rebar with LS Cap 910019; thence, South 89 degrees 48 minutes 30 seconds East a distance of 2631.55 feet to the PLACE OF BEGINNING.

Subject to a right of way off the entire East side thereof for St. Joseph Avenue.

Subject to and excluding a right of way for the Evansville/Mt. Carmel and Northern Railroad.

EXCEPT therefrom that part conveyed to David Earl Hudson and Nancy Jo Hudson by Corporate Warranty Deed dated May 29, 1992 and recorded June 8, 1992 as Document No. 92-16698 in the Office of the Recorder of Vanderburgh County, Indiana.

Bosse Title Company, LLC



Jeffrey H. Bosse, President

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Fidelity National 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.
5. You must tell us in writing if the determination is made that the property to be insured includes a mobile home or any type of manufactured housing. Additional requirements may be imposed after said determination, including, but not limited to the proposed mortgage must state that it is securing the land and the mobile/manufactured unit as part of the real estate.
6. Title Company must be provided evidence that the Homeowners Association fees are paid current.
7. **The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.**
8. Documents satisfactory to the Title Company that convey the title or create the interest to be insured, or both, must be properly authorized, executed, acknowledged, and proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020 and recorded in the Public Records.

NOTE: The Title Company may impose additional requirements and an exception will be added to Schedule B of the title policy for any instruments that do not comply with IC 32-21-2-3(a).
9. Company must be provided from Commercial Landscape Service, Inc., more correctly known as Commercial Landscaping Service, Inc., an Indiana corporation a Corporate Resolution that the deed, in Item 4 above, has been authorized by the Board of Directors, in accordance with the Articles of Incorporation and By-laws and stating who is duly authorized to execute said deed.
10. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than

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SCHEDULE B

(Continued)

the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

11. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured which is acceptable to the Company. The Company may amend this commitment to add, among other matters, additional exceptions or requirements after being provided the designation of the Proposed Insured.

NOTE: Pursuant to the "Real Property Sales Disclosure Act", the disclosure of sale information form must be filed with the County Auditor and County Recorder before the above required deed(s) will be accepted for recording.

Note for Information: Effective July 1, 2013, SEA 370 requires title companies acting as a settlement or closing agent to issue a closing protection letter for a fee to a lender, borrower, buyer and seller in residential real estate transactions in which a title policy is to be issued. The closing protection letter provides coverage against any loss of settlement funds (under the terms and provisions of the closing protection letter) that results from: 1) theft or misappropriation of settlement funds; and 2) failure to comply with written closing instructions agreed to by the title company to the extent that items (1) and (2) relate to the status of title to or the validity, enforceability and priority of the lien of the mortgage on the party's interest in the land.

NOTE: By virtue of I.C. 27-7-3.6, a Title Insurance Enforcement Fund Fee (TIEFF) 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.

NOTE: Documents presented for recordation should have the following statement to be located near the foot of the document near the preparation statement.

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 (Signature) and (Printed Name).

INFORMATIONAL NOTE: In order to delete the standard survey exceptions from the loan policy, for new construction, the Title Company must be furnished with a foundation survey for review. Upon review, Title Company reserves the right to make additional requirements/exceptions.

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.

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SCHEDULE B

(Continued)

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Record or is created, attaches, or is disclosed between the Commitment Date and the date in 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. 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.
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 2019, payable in 2020 and all taxes for subsequent years. German Township; Tax Code No. 82-03-14-003-017.002-022; Assessed in the name of Commercial Landscape Service, Inc.; Assessed as other agricultural use; Assessed Value of Land \$41,000; Assessed Value of Improvements \$6,200; Mortgage Exemption \$none; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$512.12 paid; November installment \$512.12 paid.

Assessment for Maidlow for the year 2019, payable in 2020 and all assessments for subsequent years. German Township; Tax Code No. 82-03-14-003-017.002-022; Assessed in the name of Commercial Landscape Service, Inc., more correctly known as Commercial Landscaping Service, Inc.; May installment \$28.55 paid; November installment \$28.55 paid.

Assessed on PT N1/2 NE 14-5-11

Taxes for the year 2019, payable in 2020 and all taxes for subsequent years. German-Darmstadt Town Township; Tax Code No. 82-03-14-037-001.002-023; Assessed in the name of Commercial Landscape Service, Inc., more correctly known as Commercial Landscaping Service, Inc.; Assessed as vacant land; Assessed Value of Land \$5,900; Assessed Value of Improvements \$none; Mortgage Exemption \$none; Homestead Exemption \$none; Homestead Supplemental \$none; May installment \$63.69 paid; November installment \$63.69 paid.

Assessment for Maidlow for the year 2019, payable in 2020 and all assessments for subsequent years. German-Darmstadt Town Township; Tax Code No. 82-03-14-037-001.002-023; Assessed in the name of Commercial Landscape Service, Inc., more correctly known as Commercial Landscaping Service, Inc.; May installment \$3.75 paid; November installment \$3.75 paid.

Assessed on PT N1/2 NE 14-5-11

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SCHEDULE B
(Continued)

Taxes for the year 2020 payable in 2021, are now a lien, but not yet due and payable.

Because of the reassessment of Indiana real estate, no guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

8. This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions and terms of the commitment.

NOTE: This exception will be deleted on the final title policy.

9. Easements, restrictions, possible assessments for maintenance, and rights of others entitled to the continued uninterrupted flow of water through the Maidlow Ditch, a Legal Drain, in accordance with Indiana Drain Code, IC (1981) 36-9-27-33 et seq.
10. Rights-of-way for drainage tiles, ditches, feeders and laterals, if any.
11. Title to that portion of the property within the bounds of any roads or highways, including but not limited to, the right of way for St. Joseph Avenue off the entire East side.
12. Environmental Disclosure Document for Transfer of Real Property recorded June 3, 1992 as Document No. 92-16290.
13. Oil and Gas Lease by and between Fred Korff and Clare Korff, Lessor and Carter Oil Company, Lessee, dated May 25, 1939 and recorded June 9, 1939 as Document No. 83714, in Lease Record 19, page 577.
14. Oil and Gas Lease by and between Ferd Korff, Lessor and William J. Hamilton, Operator, Inc., Lessee, dated July 9, 1975 and recorded June 6, 1975 as Document No. 75-09653, in Lease Record 70, page 272, and assignments thereof.
15. Any right, title or interest of railroad in and to right-of-way for railroad switch track, spur, track railway facilities and other related easements, if any, on or across the land.
16. There is no access to that part of the insured premises lying west of the railroad right-of-way.
17. Any loss incurred by reason of split of real estate set forth in Schedule A without prior approval of the Vanderburgh County Area Plan Commission.
18. Covenants, conditions, agreements, declarations and restrictions, if any, appearing in the public record, but omitting any covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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SCHEDULE B
(Continued)

19. Any easements or servitudes appearing in the public records.
20. Any lease, grant, exceptions or reservation of minerals or mineral rights appearing in the public records.
21. The address, if any, is set forth on this commitment for informational purposes only. The company assumes no liability and no insurance is granted for the common address of the insured premises.
22. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interests that are not listed.
23. Any discrepancies between the actual boundaries of the land and the apparent boundaries indicated by fences, planting or other improvements.
24. All existing sewer agreements and any easement, either created thereby or used pursuant thereto.
25. Any possible charges for sewer services, charges and/or connection charges.
26. Any possible ditch assessments or special assessments.
27. There is the possibility of easements in favor of Southern Indiana Gas and Electric Company which have been recorded outside the chain of title and which are expressly excluded from coverage of this title policy. (APPLIES TO OWNER'S POLICY ONLY).

NOTE: Upon request of this client and for an additional cost, these easements will be furnished and specifically designated in the title insurance policy; or if we are furnished information from Southern Indiana Gas and Electric Company there are no easements affecting the insured premises, this exception will be deleted.

NOTE: All recording references herein pertain to the records of the Office of the Recorder of Vanderburgh County, Indiana.

FOR COMMITMENT AND OWNER'S POLICY ONLY, TO BE DELETED ON FINAL LOAN POLICY:

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 if the possibility of underground facilities is of concern to the proposed insured. No search has been made for Notices of Underground Facilities which may have been recorded.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

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SCHEDULE B

(Continued)

1. 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.
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Unfiled mechanics' or materialmen's liens.
5. Easements or claims of easements, not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public record.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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Fidelity National Title[®]

Insurance Company

EXHIBIT A PROPERTY DESCRIPTION

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

A part of the North 1/2 of the Northeast 1/4 of Section 14, Township 5 South, Range 11 West in Vanderburgh County, Indiana being more particularly described as follows:

COMMENCING at a found 5/8-inch rebar at the NE corner of the North 1/2 of the NE 1/4 of said, Section 14 in St. Joseph Avenue; thence, South 0 degrees 19 minutes 28 seconds West along the East line of the North 1/2 of the NE 1/4 of said section (Assumed Bearing) a distance of 330.00 feet (record and measured) to a 5/8-inch rebar with LS Cap 910019, THE PLACE OF BEGINNING; thence, continuing South 00 degrees 19 minutes 28 seconds West along the East line of said 1/2, 1/4 section in St. Joseph Avenue a distance of 861.89 feet to a 5/8-inch rebar with LS Cap 910019; thence; South 89 degrees 03 minutes 17 seconds West a distance of 412.71 feet (measured) West 406.12 feet (record) to a 5/8-inch rebar with LS Cap 910019 on the NE right of way of the Evansville/Mt. Carmel and Northern Railroad; thence, South 45 degrees 19 minutes 17 seconds East along said right of way a distance of 183.70 feet (measured) Southwesterly along said right of way 174.00 feet (record) to a 5/8-inch rebar with LS Cap 910019; thence, North 89 degrees 03 minutes 17 seconds West a distance of 2348.85 feet (measured) to a 5/8-inch rebar with LS Cap 910019 set on the West line of the North 1/2 of the NE 1/4 of said section; thence, North 00 degrees 14 minutes 05 seconds East along the West line of said 1/2, 1/4 section a distance of 954.29 feet to a 5/8-inch rebar with LS Cap 910019; thence, South 89 degrees 48 minutes 30 seconds East a distance of 2631.55 feet to the PLACE OF BEGINNING.

Subject to a right of way off the entire East side thereof for St. Joseph Avenue.

Subject to and excluding a right of way for the Evansville/Mt. Carmel and Northern Railroad.

EXCEPT therefrom that part conveyed to David Earl Hudson and Nancy Jo Hudson by Corporate Warranty Deed dated May 29, 1992 and recorded June 8, 1992 as Document No. 92-16698 in the Office of the Recorder of Vanderburgh County, Indiana.

*This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by **Fidelity National 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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