

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 49-08-18-120-003.000-401

Parcel I

Part of the Southeast Quarter of Section 18, Township 16 North of Range 5 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at a point on the South line of said Southeast Quarter Section and the centerline of East 38th Street, a distance of 220.00 feet South 89 degrees 38 minutes 45 seconds West of the Southeast of the Southeast corner of said Southeast Quarter; continuing thence South 89 degrees 38 minutes 45 seconds West upon and along the South line of said Southeast Quarter Section and the centerline of East 38th Street, a distance of 200.00 feet to a point; running thence North 00 degrees 27 minutes 15 seconds West and parallel with the East line of said Southeast Quarter Section a distance of 240.00 feet to a point; running thence North 89 degrees 38 minutes 45 seconds East and parallel with the South line of said Southeast Quarter Section a distance of 200.00 feet to a point; running thence South 00 degrees 27 minutes 15 seconds East and parallel with the East line of said Southeast Quarter Section a distance of 240.00 feet to the Place of Beginning.

Parcel II

Part of the Southeast Quarter of Section 18, Township 16 North, Range 5 East, in Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at a point on the East line of said Quarter Section a distance of 240.00 feet North 00 degrees 27 minutes 15 seconds West of the Southeast corner thereof; running thence South 89 degrees 38 minutes 45 seconds West and parallel with the South line of said Quarter Section a distance of 420.00 feet to a point; running thence North 00 degrees 27 minutes 15 seconds West and parallel with the East line of said Quarter Section a distance of 20.00 feet to a point; running thence North 89 degrees 38 minutes 45 seconds East and parallel with said Quarter Section South line a distance of 420.00 feet to a point on the East line of said Quarter Section; running thence South 00 degrees 27 minutes 15 seconds East upon and along said East line a distance of 20.00 feet to the Beginning Point.

EXCEPT that part conveyed to the City of Indianapolis by deed recorded May 12, 1976 as Instrument No. 76-26004 in the Office of the Recorder of Marion County, Indiana, to-wit:

A part of the Southeast Quarter of Section 18, Township 16 North,

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EXHIBIT "A"

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Range 5 East, in Marion County, Indiana, described as follows:

Beginning North 00 degree 47 minutes 19 seconds West 240.00 feet along the East line of said Quarter Section and South 89 degrees 19 minutes 41 seconds West 45.00 feet from the Southeast corner of said Quarter Section; thence continuing South 89 degrees 19 minutes 41 seconds West, parallel to the South line of said Quarter Section, 15.00 feet; thence North 00 degrees 47 minutes 19 seconds West, parallel to the East line of said Quarter Section, 20.00 feet; thence North 89 degrees 19 minutes 41 seconds East, parallel to the South line of said Quarter Section, 15.00 feet; thence South 00 degrees 47 minutes 19 seconds East, parallel to the East line of said Quarter Section, 20.00 feet to the Point of Beginning.

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**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.

The Following are to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly files for record, to wit:

5. The Company reserves the right to make further requirements and to take such further exceptions to title, as in our opinion, are necessary once the identity of the proposed insured owner is known.
6. Record a Warranty Deed from the current owner(s) as shown in Schedule A to the proposed insured.
7. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Union Planters Bank, National Association

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. The Company should be furnished a Vendors Affidavit.

NOTE: If Chicago Title Company, LLC will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5 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.

10. Chicago Title requires that the deed to be insured includes a recital that the record title holder, Union Planters Bank, National Association is now known as Regions Bank, and that Regions Bank is the successor by merger to said Union Planters Bank, National Association.

END OF SCHEDULE B, PART I

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**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.

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 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. 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. Property taxes for tax year 2018 are due and payable 2019, \$4,999.37 May installment, PAID; and \$4,999.37 for the November installment, PAID; Name of Taxpayer: Union Planters Bank dba Regions Bank; Land \$100,100.00, Improvements \$226,400.00, Lawrence Taxing Unit, Exemptions \$0.00; Tax Identification No.: 49-08-18-120-003.000-401; Description: PT SE1/4 SE1/4 S18 T16 R5 1.275AC (.989AC TAX).

Semi-annual assessment for Stormwater in the amount of \$312.00. May installment: PAID; November installment: PAID.

8. Property taxes for the year 2019 due in 2020 are a lien not yet due and payable.

Note: The Company does not assume any liability for tax increases occasioned by retroactive revaluation change in land usage or loss of any homestead exemption status for insured premises.

9. Municipal assessments, if any, assessed against the land.

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SCHEDULE B, PART II**EXCEPTIONS**

(continued)

10. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.
11. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
12. Provisions regulating sewer use and barring the right to object to annexation to the City of Indianapolis set out in a Sewer Service Agreement recorded October 5, 1962 in Deed Record 1955, page 82.
13. Right, title and interest, if any, of the adjoiner to the west in that portion of the premises located between the west property line and the concrete wall located .3 to .5 feet east of the west property line.
14. Apparent easements for overhead utility lines.
15. Asphalt drive encroaches approximately 8 feet over the northwest corner of eastern adjoiner's property and encroaches over the southern portion of the northern adjoiner's property.
16. Sign encroachment at Post Road entry.
17. Rights of tenants in possession as tenants only under unrecorded leases.
18. A judgment search has been made versus Union Planters Bank, National Association and no results were found.
19. INTENTIONALLY DELETED

END OF SCHEDULE B, PART II

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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;
- (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.
- (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.

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(continued)

- (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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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