



*First American Title*TM

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 EXTRACONTRACTUAL 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

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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.

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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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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Columbia Title, Inc.

Issuing Office Address: 3930 Mezzanine Drive, Suite C, Lafayette, IN 47905

Issuing Office File Number: 202709

Property Address: 427 Main Street, Lafayette, IN 47901

Revision Number:

SCHEDULE A

- 1. Commitment Effective Date: **June 2, 2020 8:30AM**
Issue Date: June 11, 2020

- 2. Policy or Policies to be issued: Proposed Policy Amount

- a. Owner's Policy: **\$0.00**
Proposed Insured:
T B D

- b. 2006 ALTA Loan Policy:
Proposed Insured:

- 3. The estate or interest in the Land described or referred to in this Commitment is: **FEE SIMPLE**

- 4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Shook Family Land Company, LLC

- 5. The Land is described as follows: See Exhibit A.


Columbia Title, Inc., Agent

Authorized Signatory

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	First American Title™	ALTA Commitment for Title Insurance
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Schedule BI		

**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. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
5. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s).
6. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
7. 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. See below.
8. We must be furnished with the following items for Shook Family Land Company, LLC for our review: 1) file-stamped copy of the Articles of Organization filed with the Secretary of State, 2) copy of the operating agreement and any amendments thereto and 3) proof of the authority and incumbency of the manager to sign the deed (or mortgage). If there is no manager, we must be furnished proof of the authority and incumbency of the member to execute the deed or mortgage.
We must be furnished proof that Shook Family Land Company, LLC is a company in good standing with the State of Indiana.
9. Duly Authorized Warranty Deed from Fee Simple Owner(s) to Proposed Insured Owner(s).
10. NOTE: A Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5 must be filed. The disclosure form must be filed with the county auditor's office prior to recording the deed.

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11. Release(s) or Subordination(s) of Mortgage(s) and/or other liens as shown below. If not released or subordinated, said liens shall remain on the policy(ies) as exceptions.
12. A mortgage from Shook Family Land Company, LLC, an Indiana limited liability company (borrower) dated December 8, 2010 and filed on December 27, 2010 in (instrument) 201010024524, in the amount of \$635,000.00 and in favor of Regions Bank (lender).
13. A mortgage from Shook Family Land Company, LLC, an Indiana limited liability company (borrower) dated October 7, 2011 and filed on November 14, 2011 in (instrument) 201111020010, in the amount of \$250,000.00 and in favor of Regions Bank (lender). Modification recorded December 17, 2014 in (instrument) 201414021729. (Affects Parcel 1)
14. A mortgage from Shook Family Land Company, LLC, an Indiana limited liability company (borrower) dated February 7, 2014 and filed on March 10, 2014 in (instrument) 201414003576, in the amount of \$190,000.00 and in favor of Regions Bank (lender).
15. A mortgage from Shook Family Land Company, LLC, an Indiana limited liability company (borrower) dated November 20, 2019 and filed on December 6, 2019 in (instrument) 201919021485, in the amount of \$400,000.00 and in favor of Regions Bank (lender).

NOTE: Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation 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 (name)." See Indiana Code 36-2-11-15.

NOTE: By virtue of I.C. 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 Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

NOTE: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request, but are not mandatory. The Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.


NOTE: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted, provided the amount does not exceed \$500; see Indiana Code 27-7-3.7.

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Schedule BII		

SCHEDULE B Part II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, 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. 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. Any facts, rights, interests or claims that are not shown by the Public Records, but that could be ascertained by an inspection of the Land or by making an inquiry of persons in possession of the Land.
3. Rights or claims of parties in possession, boundary line disputes, overlaps, encroachments and any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule A.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
5. Any lien, or right to a lien, for services, labor or material, imposed by law and not shown by the public record.
6. Taxes and assessments for the year and all subsequent years are a lien but not yet due and payable.
7. Real estate taxes assessed in the year 2019 and payable in 2020.

Property Address: 427 Main Street, Lafayette, IN 47901

Brief legal: ORIG PLAT 20 X 66 FT E ENDLot 100 & PT LOTS 99 & 100, Tippecanoe County

State ID Number: 79-07-20-462-002.000-004

County Parcel Number: 156-06500-0630

Land: \$0.00

Improvements: \$1,093,900.00

Exemptions:

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Homestead: \$0.00

Homestead Supplemental: \$0.00

Mortgage: \$0.00

Other: \$0.00

Net Valuation: \$1,093,900.00

Spring installment of \$14,510.04 is Paid.

Fall installment of \$14,510.04 is Due.

No guarantee or other assurance is made as to the accuracy of the property address and property tax information contained herein.

Real estate taxes for 2020 payable in 2021, which are not yet due and payable.

8. Real estate taxes assessed in the year 2019 and payable in 2020.

Property Address: 110 North 5th Street, Lafayette, IN 47901

Brief legal: ORIG PLAT PT LOT 9847.5 FT LOT 98, Tippecanoe County

State ID Number: 79-07-20-462-016.000-004

County Parcel Number: 156-06500-0795

Land: \$101,300.00

Improvements: \$2,300.00

Exemptions:

Homestead: \$0.00

Homestead Supplemental: \$0.00

Mortgage: \$0.00

Other: \$0.00

Net Valuation: \$103,600.00

Spring installment of \$1,374.20 is Paid.

Fall installment of \$1,374.20 is Due.

No guarantee or other assurance is made as to the accuracy of the property address and property tax information contained herein.

Real estate taxes for 2020 payable in 2021, which are not yet due and payable.

9. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions for Original Plat of Lafayette but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

10. Possible municipal assessments and/or sewer use charges as levied by the City/Town of Lafayette, Indiana.

11. Annual and Special assessments as levied by the Original Plat of Lafayette Homeowners Association, if any.

12. Building set-back lines and easements as shown for Original Plat of Lafayette.

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13. Terms and provisions of Memorandum of Grant of Mutual Easement set out in an instrument by and between Morgan Building & Land Co., LLC and Shook Family Land Company, LLC dated June 7, 2018 and recorded June 25, 2018 in Instrument Number 201818011402 in the Office of the Recorder of Tippecanoe County, Indiana. (Affects Parcel I)
14. Rights of parties under unrecorded leases.
15. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
16. Easements or servitudes, if any, appearing in the public records.
17. A judgment search has been made in the name of Shook Family Land Company, LLC, and NONE FOUND.

Note For Information: Chain of Title

Deed Type: Warranty Deed (as to Parcel 2)

Grantors: Hee Suk McAlister and Lou D. McAlister, husband and wife

Grantees: Shook Family Land Company, LLC, an Indiana limited liability company

Instrument: 200404031774

Dated: January 12, 2004

Recorded Date: January 14, 2004

18. Deed Type: Warranty Deed (as to Parcel 1)

Grantors: James C. Shook, Jr. and Charles W. Shook, Co-Trustees of The Shook Family Land Trust

Grantees: Shook Family Land Company, LLC, an Indiana limited liability company

Instrument: 200202006758

Dated: December 18, 2000

Recorded Date: February 26, 2002

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EXHIBIT A

Parcel I: (427 Main St., Lafayette, IN)

Part of Lot Numbered One Hundred (100) in the Original Plat of Lafayette, Tippecanoe County, Indiana, described as follows:

Commencing Thirty (30) feet West of the Northeast corner of said Lot One Hundred (100), running thence West Twenty (20) feet; thence South Sixty-six (66) feet; thence East Twenty (20) feet; thence North Sixty-six (66) feet to the place of beginning.

ALSO, Part of Lot Numbered One Hundred (100) in the Original Plat of the Town (now City) of Lafayette, Tippecanoe County, Indiana, described as follows, to-wit:

Beginning at a point on the North line of said Lot Thirty-seven (37) feet East of the Northwest corner thereof; running thence East with said North line Forty-five (45) feet; thence South and at right angles Sixty-six (66) feet to the South line of said Lot; thence West with said South line Forty-five (45) feet; thence North Sixty-six (66) feet to the place of beginning.

ALSO, Part of the North Half of Lot Numbered Ninety-nine (99) in said Original Plat of Lafayette, Tippecanoe County, Indiana, described as follows, to-wit:

Beginning at a point on the North line of said Lot Numbered Ninety-nine (99), Thirty-seven (37) feet East of the Northwest corner thereof; thence East with said North line Sixty-five (65) feet; thence South and at right angles thirty-three (33) feet; thence West at right angles Sixty-five (65) feet; thence North Thirty-three (33) feet to the place of beginning, all as platted upon part of the South fraction of the Southeast Quarter of Section Twenty (20) in Township Twenty-three (23) North, Range Four (4) West.

Parcel II: (110 N. 5th Street, Lafayette, IN)

A part of Lot Numbered Ninety-Eight (98) in the Original Plat of the Town (now City) of Lafayette, Indiana, described as follows:

Commencing at a point Thirty (30) feet West of the Southeast corner of said lot and on the South line thereof and running thence West with the said South line to the Southwest corner of said lot; thence North with the West line of said lot Forty-nine and one-half (49 1/2) feet; thence East parallel with the North line of said lot One Hundred Two (102) feet; thence South parallel with the East line of said lot to the place of beginning. Said addition is platted upon a part of the South half of the Southwest Quarter of Section Twenty (20), Township Twenty three (23) North, Range Four (4) West. Located in Fairfield Township, Tippecanoe County, Indiana.

EXCEPTING THEREFROM: A part of the Real Estate conveyed to First Federal Savings Bank in Deed Record 90-04306 in the Tippecanoe County Recorders Office, and being a part of Lot 98 in the Original Plat of the Town

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(now City) of Lafayette as recorded in Deed Book A, page 112 in the Office of the Tippecanoe County Recorder, and being a part of the South Half of the Southeast Quarter of Section 20, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana. More particularly described as follows:

Beginning at the Southwest corner of said lot 98 in the Original Plat; thence Northerly along the West boundary of said lot 98, 2.00 feet to the Northwest corner of said Deed Record 90-04306; thence Easterly along the North boundary of said Deed Record 90-04306, being parallel with the South boundary of said lot 98, 32.00 feet; thence Southerly along the East boundary of said Deed Record 90-04306, 2.00 feet to the South boundary of said lot 98; thence Westerly along the South boundary of said lot 98, 32.00 feet to the Point of Beginning, Containing 64 square feet more or less.

ALSO EXCEPTING THEREFROM: Part of the Real Estate conveyed to Shook Family Land Company, LLC in Document Number 04001174 in the Office of Tippecanoe County Recorder and being a part of lot 98 in the Original Plat of the City of Lafayette as platted upon a part of the Southeast Quarter of Section 20, Township 23 North, Range 4 West, 2nd P.M., City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, being more completely described as follows:

Commencing at the Southwest corner of lot 97 of the Original Plat of the City of Lafayette being located at the intersection of the East line of the alley with the North line of Columbia Street; thence Northerly along the East line of the alley, a distance of 66.07 feet to the Northwest corner of said lot 97; thence Easterly, along the North line of said lot 97, a distance of 32.00 feet to the Northwest corner of the real estate conveyed to J. Michael Trueblood in Document Number 03000325 in the Office of the Tippecanoe County Recorder and the Point of Beginning of this description; thence Northerly along the extension of the West line of said Trueblood, a distance of 2.00 feet; thence Easterly, parallel with the South line of lot 98 of the Original Plat of the City of Lafayette, a distance of 34.00 feet; thence Southerly, along the extension of the East line of said Trueblood, a distance of 2.00 feet to the Northeast corner of said Trueblood; thence Westerly, along the South line of said lot 98 and North line of said Trueblood, a distance of 34.00 feet to the Point of Beginning, containing 68 square feet, more or less.

ALSO EXCEPTING THEREFROM: Part of the Real Estate conveyed to Shook Family Land Company, LLC in Document Number 04001174 in the Office of Tippecanoe County Recorder and being a part of lot 98 in the Original Plat of the City of Lafayette as platted upon a part of the Southeast Quarter of Section 20, Township 23 North, Range 4 West, 2nd P.M., City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, being more completely described as follows:

Commencing at the Southwest corner of lot 97 of the Original Plat of the City of Lafayette being located at the intersection of the East line of the alley with the North line of Columbia Street; thence Northerly along the East line of the alley, a distance of 66.07 feet to the Northwest corner of said lot 97; thence Easterly, along the North line of said lot 97, a distance of 66.00 feet to the Northwest corner of the real estate conveyed to Brent W. Parks in Document Number 9520697 in the Office of the Tippecanoe County Recorder and the Point of Beginning of this description; thence Northerly, along the extension of the West line of said Parks, a distance of 2.00 feet; thence Easterly, parallel with the South line of lot 98 of the Original Plat of the City of Lafayette, a distance of 36.00 feet; thence Southerly, along the West line of 5th Street, a distance of 2.00 feet to the Northeast corner of said Parks;

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thence Westerly, along the South line of said lot 98 and North line of said Parks, a distance of 36.00 feet to the Point of Beginning, containing 72 square feet more or less.

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