

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Commitment Number:

**CTIN1903602**  
**Revision 2, July 24, 2019**

## 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, Chicago 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 ninety (90) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Issued Date: July 10, 2019

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**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 135 N. Pennsylvania St., Suite 1575B Indianapolis, IN 46204 Main Phone: (317)684-3800	Chicago Title Company, LLC 135 N. Pennsylvania St., Suite 1575B Indianapolis, IN 46204 Main Phone: (317)684-3800 Main Fax: (317)684-3921

**Order Number: CTIN1903602**

Property Address: 8910 E. 38th Street, Indianapolis, IN 46226

**SCHEDULE A**

1. Commitment Date: June 14, 2019 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006
    - Proposed Insured: Union Planters Bank, National Association, or designee
    - 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. The Title is, at the Commitment Date, vested in:
  - Regions Bank, as successor by merger to Union Planters Bank, National Association
5. The Land is described as follows:
  - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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# EXHIBIT "A"

## Legal Description

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

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### 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"

### Legal Description

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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MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

167300 MAR 10 89

SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**LIMITED WARRANTY DEED**

THIS INDENTURE WITNESSETH, that NBD Indiana Properties, Inc formerly Indiana Properties, Inc. ("Grantor"), an Indiana corporation, CONVEYS AND WARRANTS, with specific limitations, to Union Planters Bank, National Association ("Grantee"), 7130 Goodlett Farms Parkway, Memphis, Tennessee 38018, for the sum of One and 00/100 Dollar, (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate located in Marion County, in the State of Indiana, subject to easements, agreements, restrictions of record, and exceptions and encroachments shown in title insurance issued by Chicago Title Insurance Company 000269-602. Grantor and Grantee have agreed that real estate taxes shall be pro-rated as of the day before the date of closing. For the convenience of both parties, Grantee shall pay the installment of real estate taxes due and payable on May 10, 1999, and all subsequent installments of real estate taxes due and payable thereafter, with the Grantee to receive a credit against the purchase price for the real estate tax installments due and payable on May 10, 1999, November 10, 1999 and the pro-rata share of the installment of real estate taxes due and payable on May 10, 2000 in accordance with the Office Purchase and Assumption Agreement dated as of September 8, 1998 by and between Grantor and Grantee. Grantor limits and specifies that all warranties made herein are limited to only the period of time the Grantor held fee simple title to the real estate described and conveyed herein.

**SEE ATTACHED EXHIBIT "A"**

The undersigned persons executing this deed on behalf of Grantor represent and certify that they have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done. Grantor further asserts that no Indiana gross income tax is due and owing in conjunction with this transfer.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 5th day of March, 1999.

03/10/1999-0051114  
HANDA MARTIN  
MARION COUNTY RECORDER  
02:27 PM 004 JHV 16.00

NBD INDIANA PROPERTIES, INC., formerly  
Indiana Properties, Inc.

By: Jack L. Thompson

Printed: Jack L. Thompson

Title: Vice President

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public, in and for said county and state, personally appeared Jack L. Thompson, Vice President of NBD Indiana Properties, Inc., who acknowledged the execution of the foregoing Deed for and on behalf of said Grantor, and who having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 5th day of March, 1999.

My Commission Expires:

October 31, 1999

My County of Residence:

Marion

Gwendolyn Fox  
NOTARY PUBLIC

Gwendolyn Fox  
PRINTED

This instrument prepared by Donald D. Bussell, Attorney at Law.

*Said tax statements to:  
Granted*

**EXHIBIT "A"**

**MARION COUNTY (269-602)  
8910 E. 38th Street**

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.

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

Beginning North 00 degrees 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.

(INSIDE)

92490

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CITY OF INDIANAPOLIS, INDIANA  
SEWER SERVICE AGREEMENT

IMAGE COPY PROHIBITED  
IN MARION COUNTY, IN FOR LICENSEE ONLY. NOT FOR RESALE. 11-36-27-20

Recording fee of \$ 6.00 and sewer connection charges in the amount of \$ 210.00 received.  
September 25, 1952  
Leffel Bookkeeper  
K.C. Bell

THIS AGREEMENT, made and entered into by and between \_\_\_\_\_  
Indiana National Bank  
3 Virginia Avenue

Parties of the First Part, hereinafter sometimes called the "Owners" and The City of Indianapolis, through its Board of Sanitary Commissioners, as Party of the Second Part, hereinafter sometimes called the "City",

WITNESSETH:

WHEREAS: The undersigned owners have filed a written petition requesting permission to connect to the City's public sanitary sewer in, \_\_\_\_\_ East 38th Street

FOR THE PURPOSE OF DISCHARGING SANITARY SEWAGE INTO SAID CITY'S SEWER SYSTEM, and

WHEREAS: The property owned by the undersigned and being hereinafter described is situated inside of the Sanitary District of the City of Indianapolis, and

WHEREAS: Such property was not included within the area originally Assessed for the costs of constructing such existing public sewers, but such property may be served by a main sewer or a lateral connection hereafter to be installed by the City, and for which main sewer and/or lateral connection thereto such property may be Assessed therefor, and

WHEREAS: After due consideration of this petition the said Board of Sanitary Commissioners is willing to permit a connection to be made to the public sewer system of the City of Indianapolis, to serve the property of the Owners, providing that the Owners agree to pay a charge for the privilege of connecting to the City's sewer system and providing further that the Owners agree to certain terms and conditions herein contained pertaining to such sewer services.

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NOW THEREFORE: In consideration of the promises and the mutual covenants herein set forth, and of the acts on the part of each party to be performed hereunder, it is agreed as follows, namely;

1. The Parties of the First Part may construct, maintain, operate, and use a sanitary sewer connecting the following real estate belonging to the Owners, 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 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 CONTAINING 1.102 ACRES MORE OR LESS.

REGISTRY PROPERTY OF MARION COUNTY

NOT FOR RESALE, IC 36-2-7-10

and all improvements thereon, to and with the City's public sanitary sewer system, all as shown upon the drawing attached hereto and marked "Exhibit A", and which by this reference is hereby made a part hereof.

2. The Owners agree to lay, construct, operate and maintain said sewer line at their own expense and upon the following terms and conditions, to-wit:

(a) The City Sewer Engineer of the City of Indianapolis, shall have the right to supervise and direct the laying of said connecting sewer all in accordance with the Standard Specifications of the City.

(b) Any Public Street or Highway shall be opened by a Plumbers or sewer excavator licensed as such by the City of Indianapolis and all work in connection with the installation and construction of said connecting sewer shall be performed subject to all the rules and regulations of the Board and subject to all Ordinances of the City of Indianapolis governing this class of work.

(c) The Owners shall thoroughly refill, compact and maintain all trenches in a condition satisfactory to the City Sewer Engineer and shall immediately repair and maintain any sidewalk, curb or

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pavement damaged by the excavation, installation, construction, maintenance, and/or use of said sewer.

3. The Parties of the First Part agree to pay the sum of \$ \$270.00, the receipt of which is hereby acknowledged, being a fee fixed by the Party of the Second Part and paid by said Owners for the privilege of connecting the above described property to the City's sewer system.

4. It is understood by the Parties hereto that this sewer and the connection thereto shall be used for and as a Sanitary Sewer with storm water from roofs, area-ways, yards, drive-ways and other areas strictly prohibited.

5. The Parties of the First Part shall not extend the use of this service to serve additional lots of land or to any additional party without the express written permission of the City.

6. It shall be understood by the Parties hereto that such permission is granted as a special privilege and if at any time the City shall construct any sewer or sewers, local or district, which shall serve an area in which the above described real estate is included the Owners of said real estate hereby agree to pay all Assessments which may be lawfully levied and Assessed against said real estate for the construction of any such sewer or sewers and said Owner will not attempt to avoid payment of such Assessments on the ground that such sewer or sewers will not benefit said real estate by reason of the existence of the sewers herein permitted to be connected to said City's sewer system.

7. The Owners agree to indemnify and save harmless the City of Indianapolis from any and all loss, damage, expense, claims, demands, actions or causes of action arising from the construction, maintenance or operation of said connection sewer line or occasioned by or in any way growing out of the Owners availing themselves of the permit herein granted whether such loss shall be suffered directly by the City or through its liability to third persons by reason of injuries to persons or damage to property.

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8. It is expressly understood and agreed by and between the Parties hereto that in the event any question is raised at any time in the future as to the continuance of said sewer service connection, the City, shall have the right after notice to the persons affected and a hearing thereon by the Board, which shall be final and conclusive, to revoke this permit for cause whether or not said cause is the fault of the Parties of the First Part or Owners and even if said cause arises from a mere change in circumstances and to disconnect said sewer service connection, refunding the sum paid as a connection charge less a reasonable amount for disconnecting the same. In the event said sewer line is disconnected by the City, the Parties of the First Part hereby release and forever discharge the City from any loss they may sustain, or claim to sustain by reason of said sewer service being discontinued.

9. This Agreement shall be subject to the following additional special provisions:

10. This instrument shall run with the property, herein above described and shall be binding upon the Parties of the First Part, their personal representatives, heirs, devisees, grantees, successors and assigns so long as said sewer service or any part of said sewer service shall be used by them. At such time as it shall cease to be so used this Agreement shall immediately cease and terminate and this instrument shall be of no further force and effect.

11. For property inside the Sanitary District, but outside the City limits, it is further understood by the Parties hereto that if at any time in the future annexation proceedings shall be instituted by the proper authority or persons requesting the annexation of said above described real estate separately or in conjunction with other real estate, Owners promise and agree, for themselves, their executors, administrators, heirs, devisees, grantees, successors and assigns, that they will make no objections to such annexation, file no remonstrance against same, nor will they take an appeal from any order or judgment, or file any complaint or action against such annexation proceedings.

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IN WITNESS WHEREOF: The Parties hereto, acting by and through their duly authorized officers, have hereon executed this instrument, in triplicate.

"OWNERS"

THE INDIANA NATIONAL BANK OF INDPLS. INDIANAPOLIS, INDIANA

BY: H. Thomas Harper  
H. Thomas Harper

Assistant Vice President

Date 9-26-62  
Approved as to Form

"CITY" OCT 1 1962

Francis E. Thomason  
Attorney for the Board  
of Sanitary Commissioners

CITY OF INDIANAPOLIS, INDIANA

BY: Oscar J. Garry Jr.  
PRESIDENT

ATTEST: George J. Bess  
ITS EXECUTIVE SECRETARY

Frank A. Mueller

Ralph S. Moon

BOARD OF SANITARY COMMISSIONERS

APPROVED:

Albert H. Losehe  
MAYOR

Date 9/20/62  
Received by Approval:

E. Nay Bentley  
E. Nay Bentley  
CHIEF SEWER ENGINEER

-5-

THIS INSTRUMENT PREPARED BY E. NAY BENTLEY  
CHIEF SEWER ENGINEER, BOARD OF SANITARY COMMISSIONERS  
CITY HALL, INDIANAPOLIS, INDIANA

(INSIDE)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared H. Thomas Harper, Assistant Vice President, for and on behalf of The Indiana National Bank of Indianapolis who, acknowledged the execution of the foregoing Sewer Service Agreement to be their free and voluntary act and deed.

Witness my hand and Notarial Seal this 19th day of September 1962.

Joan Wonnell  
Notary Public  
Joan Wonnell

My Commission Expires:  
March 19, 1963



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Oscar F. Barry, Sr., Frank H. Micolter and Ralph F. Moore members of the Board of Sanitary Commissioners of the City of Indianapolis, Indiana, together with George J. Pass as Executive Secretary, of said Board, and with Alfred H. Dosabe as Mayor of said City, and acknowledged the execution of the fore-

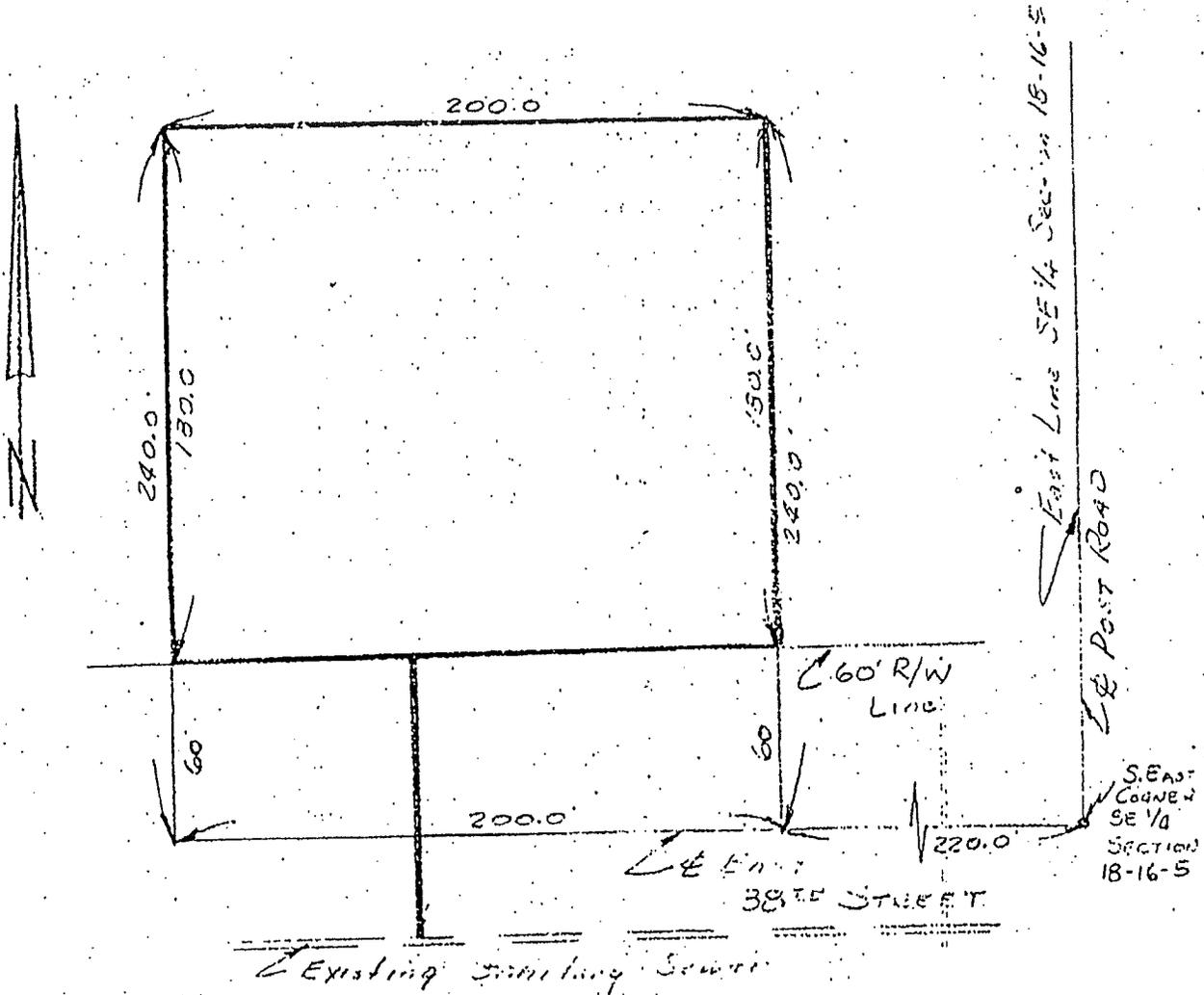
going Sewer Service Agreement for and in behalf of the City of Indianapolis, on this 5<sup>th</sup> day of October 1962.

Alfred Adlers  
Notary Public

My Commission Expires:  
ALFRED ADLERS, NOTARY PUBLIC  
My commission expires July 10, 1963



SA # 464



# EXHIBIT "A"

SHOWING THE PROPOSED SEWER SERVICE  
 DESCRIBED IN AGREEMENT  
 BOARD OF SANITARY COMMISSIONERS OSCAR  
 SEPTEMBER 24, 1962.

ASBY  
 P. M.  
 RECORDED AT  
 MARION COUNTY, INDIANA  
 OCT 15 - 1962  
 SCALE 1" = 50'

Late Payment Penalty: 5% penalty if no delinquencies on bill and paid within 30 calendar days of due date. A 10% penalty if there are delinquencies on bill or if paid after 30 calendar days of due date. The penalty must be included with the late tax payment. Please note that for Mobile Homes, this bill reflects taxes assessed and due in 2019.

Check here if a change of address is indicated on back of form.

Delinquent After

05/10/2019

TAXES FOR 1ST HALF 2019

MAKE CHECK PAYABLE TO: MARION COUNTY TREASURER

PLEASE PAY THIS AMOUNT FOR FIRST INSTALLMENT

\$5,311.37

UNION PLANTERS BANK
DBA REGIONS BANK
250 RIVERCHASE PKWY E
BIRMINGHAM, AL 35244-1832

Remit By Mail To

MARION COUNTY TREASURER
PO BOX 6145
INDIANAPOLIS, IN 46206-6145

0119000053113740139713

SPRING

Fold & Tear Here - Send With SPRING Payment

Marion County, Indiana TAX STATEMENT

TAXPAYERS' COPY

Keep This Portion For Your Records

Table with columns: PARCEL #, STATE PARCEL #, PROPERTY ADDRESS, TAXING DISTRICT, TSD Code, LOCAL HOMESTEAD CREDIT, PROPERTY TYPE. Row 1: 4013971, 49-08-18-120-003.000-401, 8910 E 38TH ST, 401/401 INDIANAPOLIS LAWRENCE, 2.9089%, Real Estate.

NAME AND ADDRESS OF TAXPAYER

UNION PLANTERS BANK
DBA REGIONS BANK
250 RIVERCHASE PKWY E
BIRMINGHAM, AL 35244-1832

LEGAL DESCRIPTION

PT SE1/4 SE1/4 S18 T16 R5 BEG 220' W OF SE COR W200' N 260' E 360' S 20' W 160' S 240' TO BEG1.275AC (.989AC TAX)

Important Information

\*\*\* Go paperless, sign up for e-billing at: indy.gov/treasurer.

\*\*\* View tax statements, pay by eCheck, sign up for a reminder and more at: indy.gov/treasurer

\*\*\* The county has payment plans through our on-line system; partial payments are also allowed. Any unpaid balance as of the due dates will incur an additional late-payment penalty. indy.gov/treasurer or call 317-327-4444

DATE OF STATEMENT: 05/02/2019

Table with columns: TOTAL CHARGES, SPRING AMOUNT, FALL AMOUNT. Rows include Tax, Storm Water, Additional Assessment, Delinquent Penalty, Delinquent Tax, Delinquent SA Tax, Delinquent SA Penalty, Fees, Auditor Corrections, Total Payments, Total Amount Due, Surplus.

Fold & Tear Here - Send With FALL Payment

Late Payment Penalty: 5% penalty if no delinquencies on bill and paid within 30 calendar days of due date. A 10% penalty if there are delinquencies on bill or if paid after 30 calendar days of due date. The penalty must be included with the late tax payment. Please note that for Mobile Homes, this bill reflects taxes assessed and due in 2019.

Check here if a change of address is indicated on back of form.

Delinquent After

11/12/2019

TAXES FOR 2ND HALF 2019

MAKE CHECK PAYABLE TO: MARION COUNTY TREASURER

PLEASE PAY THIS AMOUNT FOR SECOND INSTALLMENT

\$5,311.37

UNION PLANTERS BANK
DBA REGIONS BANK
250 RIVERCHASE PKWY E
BIRMINGHAM, AL 35244-1832

Remit By Mail To

MARION COUNTY TREASURER
PO BOX 6145
INDIANAPOLIS, IN 46206-6145

0219000053113740139711

FALL

## SPECIAL MESSAGE TO PROPERTY OWNER

**Charges not subject to the property tax cap include property tax levies approved by voters through referendum. Property taxes are constitutionally capped at 1% of property values for homesteads (owner occupied), 2% for other residential property and farmland, and 3% for all other property. Please note that local government unit annual budget notices are now available online at [www.budgetnotices.in.gov](http://www.budgetnotices.in.gov).**

### TAXPAYER AND PROPERTY INFORMATION

DATE OF NOTICE: May 2, 2019

Parcel Number: State: 49-08-18-120-003.000-401

DUE DATES:

**May 10, 2019 and November 12, 2019**      Local: **4013971**

See reverse for description of items listed below

Please forward any questions via email to [mytaxes@indy.gov](mailto:mytaxes@indy.gov) or call (317) 327-4444

Name and Address of Taxpayer

UNION PLANTERS BANK  
DBA REGIONS BANK  
250 RIVERCHASE PKWY E  
BIRMINGHAM, AL      35244-1832

Property Location/Address

8910 E 38TH ST

Taxing District

401/401 INDIANAPOLIS LAWRENCE

TABLE 1: SUMMARY OF YOUR TAXES		
ASSESSED VALUE AND TAX SUMMARY	2018	2019
1a. Gross assessed value of homestead property (1% Cap)	\$0	\$0
1b. Gross assessed value of other residential property and farmland (2% Cap)	\$0	\$0
1c. Gross assessed value of either all other property or business/personal property (3% Cap)	\$355,700	\$326,500
<b>2. Equals total gross assessed value of property</b>	<b>\$355,700</b>	<b>\$326,500</b>
2a. Minus deductions (see Table 5 below)	\$0	\$0
<b>3. Equals subtotal of net assessed value of property</b>	<b>\$355,700</b>	<b>\$326,500</b>
3a. Multiplied by your local tax rate	2.705800	3.062400
<b>4. Equals gross tax liability (see Table 3 below)</b>	<b>\$9,624.52</b>	<b>\$9,998.74</b>
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to 65 years & older cap	\$0.00	\$0.00
<b>5. Total property tax liability due (See remittance coupon for total tax and fees due)</b>	<b>\$9,624.52</b>	<b>\$9,998.74</b>

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION		
Property tax cap (1%, 2%, or 3%, depending upon combination of property types) <sup>1</sup>	\$10,671.00	\$9,795.00
Adjustment to cap due to voter-approved projects and charges <sup>2</sup>	\$438.22	\$1,248.21
<b>Maximum tax that may be imposed under cap</b>	<b>\$11,109.22</b>	<b>\$11,043.21</b>

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY						
TAXING AUTHORITY	TAX RATE 2018	TAX RATE 2019	TAX AMOUNT 2018	TAX AMOUNT 2019	TAX DIFFERENCE 2018-2019	PERCENT DIFFERENCE
COUNTY	0.3893	0.3906	\$1,384.74	\$1,275.31	(\$109.43)	(7.90) %
HEALTH & HOSPITAL	0.2083	0.2106	\$740.92	\$687.61	(\$53.31)	(7.20) %
LIBRARY	0.1361	0.1361	\$484.11	\$444.37	(\$39.74)	(8.21) %
PUBLIC TRANSPORTATION	0.1044	0.1029	\$371.35	\$335.97	(\$35.38)	(9.53) %
TOWNSHIP	0.0098	0.0098	\$34.86	\$32.00	(\$2.86)	(8.20) %
SCHOOL	1.1336	1.5032	\$4,032.20	\$4,907.94	\$875.74	21.72 %
LOCAL CITY/TOWN	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00 %
CONSOLIDATED CITY	0.7243	0.7092	\$2,576.34	\$2,315.54	(\$260.80)	(10.12) %
<b>TOTAL</b>	<b>2.7058</b>	<b>3.0624</b>	<b>\$9,624.52</b>	<b>\$9,998.74</b>	<b>\$374.22</b>	<b>3.89 %</b>

TABLE 4: OTHER CHARGES/ADJUSTMENTS TO THIS PROPERTY				TABLE 5: DEDUCTIONS/EXEMPTIONS APPLICABLE TO THIS PROPERTY <sup>3</sup>			
LEVYING AUTHORITY	2018	2019	% Change	TYPE OF DEDUCTION/EXEMPTION	2018	2019	
Storm Water	\$600.00	\$624.00	4.00 %	TOTAL DEDUCTIONS/EXEMPTIONS			
<b>TOTAL ADJUSTMENTS</b>	<b>\$600.00</b>	<b>\$624.00</b>	<b>4.00 %</b>				

1. The property tax cap is calculated separately for each class of property owned by the taxpayer. It is possible, therefore, that you may receive credit for the tax cap on line 4b even if your net property tax bill is lower than this amount.
2. Charges not subject to the property tax cap include property tax levies approved by voters through referendum, as well as any relief provided by the State of Indiana Distressed Unit Appeals Board (for 2011 only). In Lake County and St. Joseph County, this line also reflects debt obligations incurred prior to the creation of the property tax caps. When added to the base property tax cap amount for your property, this creates the effective tax cap rate. For more information, see the back of this document.
3. If any circumstances have changed that would make you ineligible for a deduction that you have been allowed per Table 5 on this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you will be liable for taxes and penalties on the amount deducted.