



Chicago Title Insurance Company

09-0985

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

MN2038 09-0985
Crow Wing County Abstract Company Inc
411 Laurel Street
Brainerd, MN 56401
Tel:(218) 829-7368
Fax:(218) 829-8586

CHICAGO TITLE INSURANCE COMPANY

By:



[Signature]
ATTEST President

[Signature]
Secretary

Countersigned: *[Signature]*
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

Commitment

Issued By: Crow Wing County Abstract Co., Inc.
411 Laurel Street
Brainerd, MN 56401
Phone 218-829-7393 Fax 218-829-8586

SCHEDULE A

File No. C-09-0985

1. Effective Date: May 14, 2009 at 8:00 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owners Policy (ALTA Policy 6/17/06) Amount: **\$ TO BE Determined.**
Proposed Insured:

TO BE DETERMINED

(b) ALTA Loan Policy (ALTA Policy 6/17/06) Amount: \$
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 Effective Date vested in:

Alvina M. Thiesse, an undivided 50% interest.

AND

Harold A. Thiesse, and undivided 50% interest.

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

CROW WING COUNTY

SEE ATTACHED EXHIBIT "A"

ABSTRACT PROPERTY

NOTE: xxx Thiesse Drive

Countersigned:


SIGNATORY

CHICAGO TITLE INSURANCE COMPANY

File No.: C-09-0985

EXHIBIT "A"

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

CROW WING COUNTY

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8), Block One (1);

Lot One (1), Block Two (2);

Lot One (1), Block Three (3);

Lots One (1), Two (2), Three (3), Four (4), Block Four (4); and

Lots One (1), Two (2), Three (3), and Four (4), Block Five (5), all in Brainerd Industrial Park 1st Addition.

ABSTRACT PROPERTY

CHICAGO TITLE INSURANCE COMPANY

File No.: C-09-0985

**SCHEDULE B – SECTION I
REQUIREMENTS**

1. Affidavit regarding **Seller and Buyer** must be provided for our review.
2. Consent to the recording of the plat of Brainerd Industrial Park 1st Addition by Alvina M. Thiesse should be put of record.
3. Warranty Deed from Harold A. Thiesse and Alvina M. Thiesse, husband and wife,
TO City of Brainerd, a municipal corporation.
NOTE: Conveyance will satisfy Contract for Deed dated August 7, 2006, filed August 15, 2006 as Document No. 714638. *AND* Contract for Deed dated August 7, 2006, filed August 15, 2006, as Document No. 714639.
4. Because new construction is involved, in order to delete standard exception No. 6 from the policy, the company will require the following:
 1. Sworn Construction Statement.
 2. Disbursement by the Company of all funds to the subcontractors pursuant to Disbursement Agreement.
 3. Final Affidavit of completion executed by the owner and/or builder.
 4. Indemnification against mechanic's liens from the owner and/or Builder.
5. "Notwithstanding the amount of the mortgage to be insured hereby, pending the full disbursement of all funds thereunder, coverage under this commitment/policy shall be limited to the amount actually disbursed but shall increase with each subsequent disbursement up to the amount of the mortgage to be insured, provided the requirements hereunder and under the Construction escrow agreement have been met. The Company reserves the right to add additional requirements and exceptions as it deems necessary during the disbursement process."
6. The Actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and the entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.

INFORMATIONAL NOTES:

1. Pursuant to conveyance dated August 28, 1991, filed October 25, 1991, as Document No. 428893. As to Alvina M. Thiesse.
2. Pursuant to conveyance dated August 28, 1991, filed October 25, 1991, as Document No. 428894. As to Harold A. Thiesse.

CHICAGO TITLE INSURANCE COMPANY

File No.: C-09-0985

**SCHEDULE B – SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

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 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 in possession not shown by the public records.
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.
4. Easements, or claims of easements, not shown by the public records.
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. 2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810010010009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810010020009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810010030009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810010040009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810010050009

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2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810010060009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810010070009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810010080009.

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810020010009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810030010009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810040010009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810040020009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #09281004003009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #09281004004009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810050010009

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2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #09281005002009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810050030009

2009 taxes are Tax Exempt.
NOTE: 2008 and prior taxes are paid in full.
Tax I.D. #092810050040009

8. Special Assessments hereafter levied.
NOTE: There are no unpaid special assessments as of the date of this commitment.
9. Terms and Conditions of Contract for Deed dated August 7, 2006, filed August 15, 2006 as Document No. 714638 from Harold A. Thiesse and Alvina M. Thiesse, his wife.
10. Terms and Conditions of Contract for Deed dated August 7, 2006, filed August 15, 2006, as Document No. 714639 from Harold A. Thiesse and Alvina M. Thiesse, his wife.
11. Drainage and Utility Easement as set out on the plat of " Brainerd Industrial Park 1st Addition ".
12. United Power Association Right of Way easement conveyed in Document No. 647422.
13. Conditional Use Permit dated January 22, 2004, filed February 4, 2005 as Document No. 681460. As to united Power Association 115KV transmission line.
14. Declaration of Encumbrance dated December 26, 2006, filed December 29, 2006, as Document No. 722457.
NOTE: Legal description attached appears to inaccurate.

- END OF SCHEDULE B – SECTION II -

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*