Cover page for:

# Preliminary Title Insurance Schedules (with copies of recorded documents listed as exceptions, if any)

Preliminary title insurance schedules prepared by:

Metz Title Company, Inc.

(File Number: MTC0710120)

## **Auction Tract 2**

(143 E. Main St., Wabash, Indiana)

For August 24, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

The Snyder Revocable Trust

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Metz Title Company, Inc.

Issuing Office: 40 E. Hill Street, Wabash, IN 46992

Issuing Office's ALTA ® Registry ID: 1000513

Loan ID Number:

Commitment Number: MTC0710120 Issuing Office File Number: MTC0710120

Property Address: 143 E. Main St., Wabash, IN 46992

#### **SCHEDULE A**

1. Commitment Date: July 17, 2020 at 08:00 AM

2. Policy to be issued:

(a) ALTA Own. Policy 08/01/16 Proposed Insured: TBD

Proposed Policy Amount: \$1,000.00

- 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:

The Snyder Revocable Trust dated the 9th day of March, 2000 and Cleo D. Snyder life estate and Wilma M. Snyder life estate

5. The Land is described as follows:

The following described real estate situated in Wabash County, State of Indiana:

The east Fifteen (15) feet of Lot Number One hundred and eight (108) in the Original Plat of the Town (now City) of Wabash, subject however to an easement thereon granted to James Wilson as more fully shown by reference to Deed Record #104, page 358 of said County.

ALSO: Lot Number One Hundred and nine (109) in the Original Plat of the Town (now City) of Wabash.

ALSO: Part of Lot Number One hundred and ten (110) in the Original Plat of the Town (now City) of Wabash, bounded and described as follows, Viz:

Beginning at the south west corner of said lot; thence north along the west line of said lot twenty eight (28) feet; thence east 5 feet; thence in a southeasterly direction and in a straight line thirty (30) feet to a point in the south line of said lot; thence west along said south line fifteen (15) feet to the place of beginning.

First American Title Insurance Company

By:

A. Met

Metz Title Company, Inc., Gregory A. Metz, Agent

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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#### First American Title Insurance Company

#### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Trustee's Deed from The Snyder Revocable Trust dated the 9th day of March, 2000 and Cleo D. Snyder life estate and Wilma M. Snyder life estate to TBD
- 5. An affidavit must appear in the deed that Cleo D. Snyder, who held a life estate interest in the property, died on December 30, 2019.
- 6. An affidavit must appear in the deed that Wilma M. Snyder, who held a life estate interest in the property, died on September 14, 2003.
- 7. 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 of pergury, 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.
- 8. 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 1100 series of the HUD form as TIEFF (Title Insurance Enforcement Fund Fee) charge.
- 9. 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 the 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. Personal checks may be accepted, provided the amount does not exceed \$500.
- 10. Vendor's (sale) or Mortgagor's (refinance) Affidavit to be executed at the closing.

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#### **SCHEDULE B**

(Continued)

## 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. Any discrepancies or conflicts in boundary lines, any shortages in area, or encroachment or overlapping of improvements.
- 3. Any facts, rights, interest or claims not shown by the public record which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereo.
- 4. Easements, liens or encumbrances or claims thereof, which are not shown by the public records.
- 5. Any lien, or right to lien for services, labor or material imposed by law and not shown by the public records.
- 6. 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.
- 7. 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.
- 8. Taxes for the year 2019 payable 2020 assessed in the name of The Snyder Revocable Trust, Cleo D. Snyder, and Wilma M. Snyder

TAXING UNIT: Wabash Corp.

PARCEL KEY NO: 85-14-11-403-031.000-009 - Lots 108, 109, & 110

ASSESSED VALUATION: Land - \$10,900.00

Improvements - \$92,600.00
Deductions - \$0.00
Exemptions - \$0.00
May 10 - \$1,035.00 - Paid
Nov 10 - \$1,035.00 - Unpaid

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#### **SCHEDULE B**

(Continued)

Solid Waste Recycling Fee: May 10 - \$24.00 - Paid Nov 10 - \$0.00 - None Due

- 9. Taxes for the year 2020 payable 2021 are now a lien, but are not currently due and payable; and taxes for subsequent years.
- 10. Subject to taxes or special assessments which are not shown as existing liens by the public record.
- A ten (10) year judgment search was performed -vs- The Snyder Revocable Trust dated the 9th day of March, 2000 and none found.
- 12. Declaration of Covenants, Conditions and Restrictions for The Original Plat of Wabash, as per plat thereof recorded in The Wabash County Recorder's Office, but omitting any such covenant or restriction based on race, color, religion or national origin.

The Company insures that a violation thereof will not result in forfeiture or reversion of title.

- 13. 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.
- 14. Subject to the zoning and planning ordinances and regulations of the City of Wabash and the Wabash Plan Commission.

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to

THIS INDENTURE WITNESSETH: That, whereas James Wilson is the owner of a life estate, and his wife and children are the owners of the remainder in fee of the West fifty-one (51) feet of Lot number One Hundred Eight (108) in the Original Plat of the town(now oity) of Wabash, in Wabash County, Indiana; and, whereas Warren G. Sayre is the owner in fee simple of the East fifteen (15) feet of said same lot;

And, whereas the said James Wilson has erected and is completing a two-story residence building on his part of said lot, and, whereas it was found to be necessary to extend the roof and cornice of said building and an outside chimney on the east dide of his said house over and on a small portion of that part of said lot owned by said Sayre; and, whereas the said Sayre consented to such extension before it was made, and still consents thereto,

NOW, Therefore, to confirm and perpetuate such easement so given by parol, in consideration of One (\$1.00) dollar and other valuable consideration, the receipt of which is hereby acknowledged, the said Warren G. Sayre and Ida A. Sayre, his wife, of said Wabash County, grant and warrant to said James Wilson and his wife and children, as their interests may appear, an easement to erect, complete and maintain said roof and cornice and said outside chimney as it now is, over and on said part of said lot, so owned by said Sayre, so long as said building may endure or be re-built on its present foundation.

Witness our hands and seals this 1st day of August, 1914.

Warren G. Sayre Ida A. Sayre

State of Indiana County or Wabash SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 14 day of September 1914., personally appeared the within named Warren G. Sayre and Ida A. Sayre, his wife, Grantors in the above conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

In Witness Whereof, I have hereunto set my name and Notarial Seal (N.P.Seal)

N.G.Hunter

My Commission expires June 8th 1915 Wetary Public.

Duly recorded the 14th day of Sept. A.D. 1914 at 3:40 o'clock R.M.

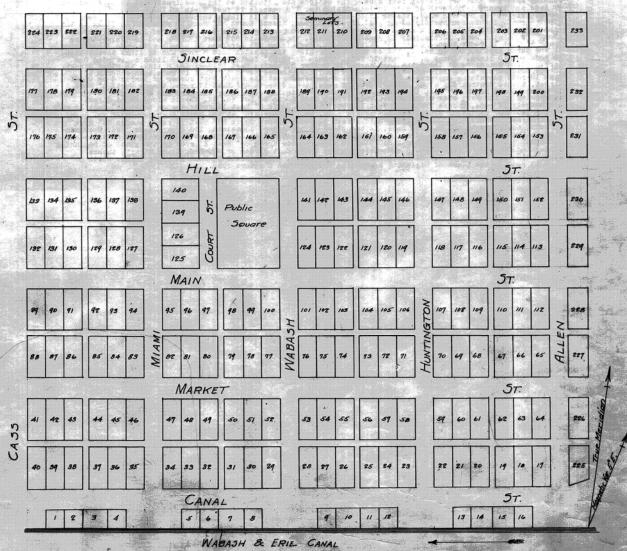
a.a. garber

### ORIGINAL PLAT

Commence of the second and the confidence

WABASH COUNTY PLAT BOOK NUMBER 2

PAGE NUMBER: 104



Inventin of alley between drs. 135+136 see: mise Rec 134 Pg 48 seended 6/13/03 Manag whiten Rives

for survey of lot 1350.P. he Mire 18 page 452 Ruch Kilgor M.W.C.

In Version of Aley Selven Sot \*61-62: see mise. Reend 38. Pages 84-85 Wilhel Houpest. A.W. C.

"you breatist of alley between the 1978, so muse thend 47 Page 15. Rive C

Jos vacatión of pt. Huntington street between hts. 1064107 see: Ondinance 41, 1999 misc Rec 119 pg 275-278 recorded 5/18/199 Donna Ferredendary RWC

An eaconent concerning
ATS. 73-76 & 102-103

See Seed Rec. 312 pg 439.
Accorded 9-5-00

Doma - Antelagodal RWG.
For meating of also berman