

*Cover page for:*

# **Preliminary Title Insurance Schedules (with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

**Gates Land Title Corp.  
(File Number: OR180-17)**

*For auction conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Trustee of the William H. Snodgrass Irrev. Trust Agr. dtd 6/30/2011**

## **Updates:**

The following updates have been made during the marketing period:

- The attached documents include a more accurate reproduction of the original recorded Plat of Shady Park.
- The attached documents include a copy of the plat certifications and signatures recorded with the original Plat of Shady Park.

## Schedule A

File #OR180-17

1. Effective Date: June 26, 2020 8:00 A.M.

2. Policy or Policies to be issued: Amount

a. 11/16 Owner's Policy : \$ To Be Determined

Proposed Insured: To Be Determined

b. \_\_\_\_\_ 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 fee simple estate or interest in the land is at the Effective Date vested in:

William H. Snodgrass Irrevocable Trust Agreement dated June 30, 2011, as shown on Instrument #2013010217, in the Office of the Whitley County Recorder.

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

Lot #3 in the Plat of Shady Park, located in the South part of the West Half of Northeast Quarter of Section Twenty-eight (28), Township Thirty-two (32) North, Range Nine (9) East, as shown by the Recorded plat of Shady Park, on page 15 of Plat Book "C" in the Office of Whitley County Recorder.

Property Address: 2504 N State Road 109, Columbia City IN 46725  
Tax Key Number: 92-03-28-106-0C3.000-011

## Schedule B-I

### COMMITMENT

File #OR180-17

Requirements:

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and changes for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Trustee's Deed from Meggan A. Hoag, successor Trustee of the William H. Snodgrass Irrevocable Trust Agreement Dated June 30, 2011.

## Schedule B-II

### COMMITMENT

File #OR180-17

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:

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.

1. Facts which would be disclosed by a comprehensive survey of the premises herein described.
2. Rights or claims of parties in possession.
3. Mechanics', Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.
4. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
5. Taxes payable in the name of William H. Snodgrass Trust.  
Tax Key Number: 92-03-28-106-003.000-011  
Tax Description: LOT 3 SHADY PARK  
Valuations: Land - \$19400; Improvements - \$12250C; Exemptions - \$78775H.  
Taxes for 2019 payable 2020: \$508.18 due May 10 was paid May 1; \$508.18 due November 10.  
Taxes for the year 2020, a lien for an amount not yet due or payable.  
NOTE: An annual \$53.00 user fee for recycling is collected with Spring taxes. (\$53.00 was paid May 1)  
Possible future assessments on Ditch #26-000A, Ditch #144-000A and Ditch #299-012A.
6. Possible easements for drainage ditches and tile drains.
7. Subject to legal right of way for Blue Babe Ditch.
8. Subject to an assessment for a proportional share of the cost of maintaining the platted drive as set out in Miscellaneous Record 14, page 390.
9. We have made judgment searches vs: William H. Snodgrass; and found none.

"C O N T I N U E D"

**Schedule** B-II Continued

File Number OR180-17

Policy Number

NOTE: All recording references are to the Whitley County, Indiana, Recorder's Office.  
NOTE: Effective January 1, 2004, a Sales Disclosure Form and \$15.00 fee must be presented to the County Auditor before a deed can be recorded.

NOTE: No search has been made for: notices of underground facilities; impact fee; utility bills and association dues.

NOTE: IC 27-7-3-22, Effective July 1, 2013, In a residential real estate transaction where a title policy is issued and the issuing title insurance company will also act as a settlement or closing agent, the company shall issue a closing protection letter to the lender, borrower, buyer and seller of the property. The cost of said letter is: Lender \$25.00; Borrower \$25.00; Buyer \$25.00 and Seller \$25.00. This coverage is required by statute.



# Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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 six (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.

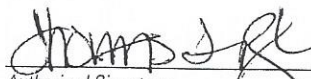
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National 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.

*Continued on back page*

*Issued through the Office of*

GATES LAND TITLE CORP.  
232 W VAN BUREN ST. STE 106  
COLUMBIA CITY IN 46725  
(260) 244-5127

  
Authorized Signatory **THOMAS J. PUGH**

## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest



Secretary

#19391 Lee W. Dowell et al to Lee W. Dowell and wife  
Filed June 2, 1970 at 3:30 P.M.

EASEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT made this 29th day of May, 1970, by and between LEE W. DOWELL AND BESSIE L. DOWELL, husband and wife, and DEAN D. MILLER AND PHYLLIS L. MILLER, husband and wife, hereinafter referred to as parties of the first part, and LEE W. DOWELL AND BESSIE L. DOWELL, husband and wife, hereinafter referred to as the parties of the second part, and all parties being of Whitley County, State of Indiana. WITNESSETH:

WHEREAS, the First Parties own and have title to the real estate described as the 24-foot driveway as shown in the Plat of Shady Park, Thorncreek, Whitley County, and being recorded in Plat Book "C", page 15, of the records of Whitley County, Indiana; and WHEREAS, the Second Parties own and have title to the following described real estate lying contiguous to the North line of Shady Park, Thorncreek Township, Whitley County, Indiana, to-wit:

Commencing at a point on the West line of the West Half of the Northeast Quarter of Section 28, Township 32 North, Range 9 East in Whitley County, Indiana, said point being 600.0 feet due North of the Southwest corner of the said West Half, said point also being the Northwest corner of Shady Park Subdivision; thence due North along the West line of the said West half, 224.0 feet; thence due East 234.0 feet to the North bank of the Blue Babe Branch of the Humbarger Ditch; thence South 63 degrees 29 minutes East, 126.1 feet to the center of said Branch; thence South 12 degrees 49 minutes East along the center of the said Branch, 172.0 feet to the Northeast corner of Shady Park Subdivision; thence due West along the North line of the said Subdivision, 385.0 feet to the point of beginning, containing 1.78 acres, more or less, and subject to a 40-foot wide Right of Way along the West edge thereof for State Road #109.

And,

WHEREAS, the parties hereto in consideration of the sum of one (\$1.00) dollar and other valuable consideration, the receipt of which is hereby acknowledged, have agreed that the First Parties shall grant to the Second Parties a Right of Way along said 24-foot driveway in Shady Park;

NOW, THEREFORE, IN PURSUANCE TO SAID AGREEMENT and for and in said consideration, and the mutual covenants, agreements, and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. The First Parties hereby grant to the Second Parties, his, her, or their heirs and assigns, an Easement and Right of Way, together with the full and free right for said Second Parties, their tenants, visitors, and licensees, in common with all others having the like right, at all times with or without automobiles or other vehicles or on foot, for the purpose of ingress or egress to the above-described real estate owned by the Second Parties, to pass and re-pass along and over a strip of land 24-foot wide, extending from Indiana State Road #109 to the North line of Shady Park, and being shown in the Plat of said Shady Park as recorded in Plat Book "C", page 15, of the records of Whitley County as a 24-foot driveway.
2. It is further understood and agreed that the Easement and Right of Way granted herein to the Second Parties are to be held by the Second Parties and binding upon the First Parties, and their respective heirs, successors, and assigns, as appurtenant to and running with the land, and 24-foot driveway, owned by the respective Second Parties and First Parties.
3. It is further understood and agreed that the Second Parties will pay their proportionate share of the cost of maintaining the said present 24-foot gravel driveway, of which the said easement and Right of Way has been granted to said Second Parties, said proportionate share to be paid by the Second Parties to be similar to the proportionate share paid by the lot owners of Lots 1 through 5 in Shady Park Addition.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this day and year first above written.

\_\_\_\_\_  
Lee W. Dowell

\_\_\_\_\_  
Bessie L. Dowell

\_\_\_\_\_  
Dean D. Miller

\_\_\_\_\_  
Phyllis L. Miller

FIRST PARTIES

\_\_\_\_\_  
Lee W. Dowell

\_\_\_\_\_  
Bessie L. Dowell

SECOND PARTIES

STATE OF INDIANA )  
COUNTY OF WHITLEY ) SS

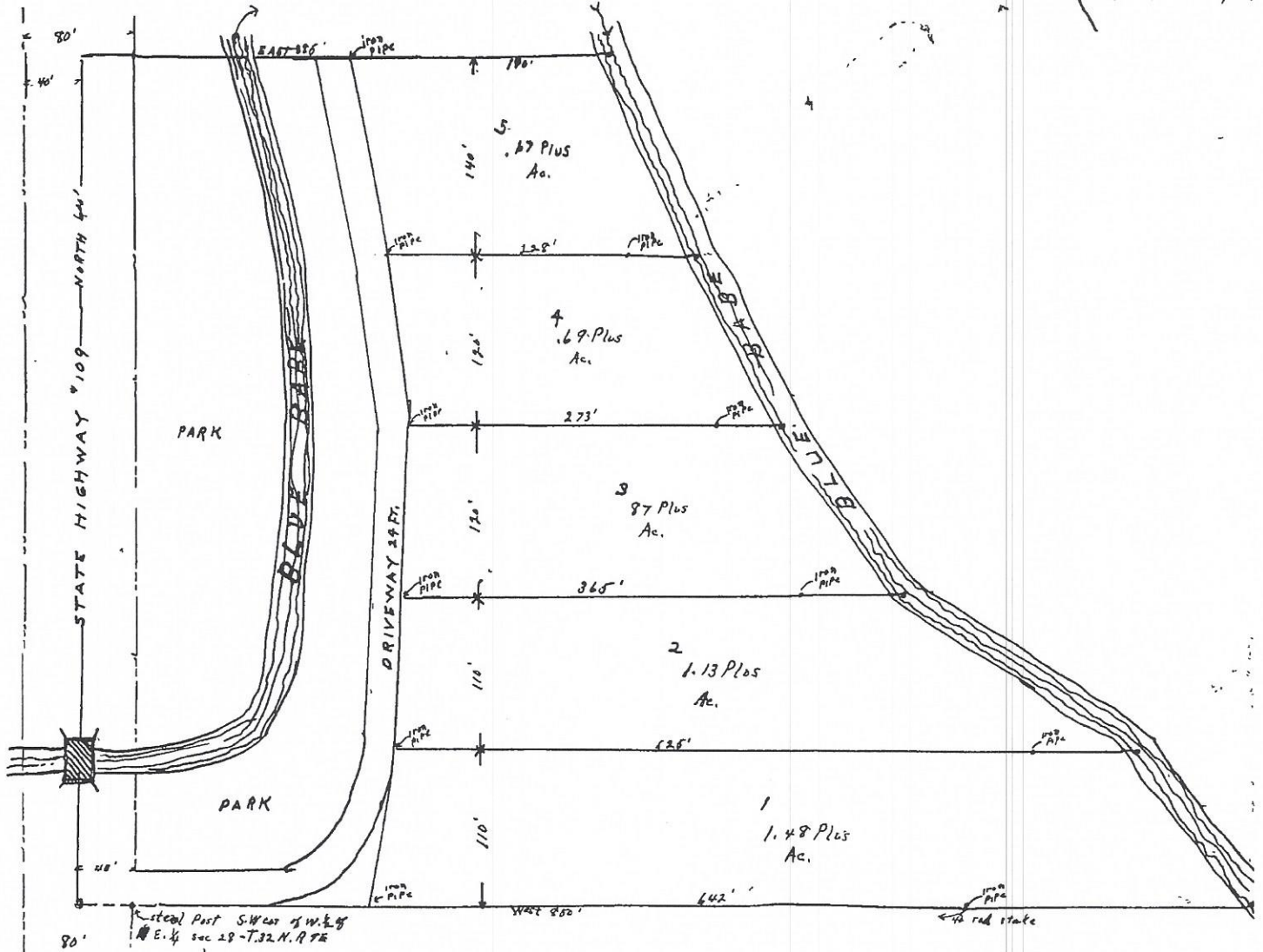
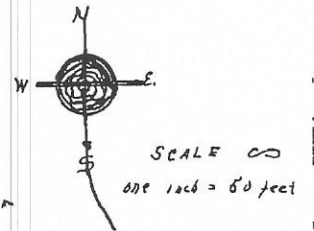
Before the undersigned, a Notary Public in and for said County and State, this 29 day of May, 1970, personally appeared Lee W. Dowell, Bessie L. Dowell, Dean D. Miller and Phyllis L. Miller and acknowledged the execution of the above and foregoing Easement for Ingress and Egress.

My commission expires: May 10, 1973 (Notary Seal) John W. Whiteleather, Jr., Notary Public  
This instrument was prepared by Attorney John W. Whiteleather, Jr.

\_\_\_\_\_  
Eleanor J. Grable, Recorder

Plot Book C-15

PLAT OF  
SHADY PARK  
THORNOREEK TR WHITLEY CO.  
INDIANA



\* 4192

Filed Nov. 5, 1951 at 11:00 A.M.

Asa J. White Recorder



X. 4192

## Plat of Shady Park

Thorn Creek T.P.

Whitley Co.

Indiana

Filed November 5, 1951 at 11:00 A.M.

## Description

A tract of land located in the South Part of the West half of the North East Quarter of Section 28, Thorn Creek T.P. Whitley Co. Indiana. More definitely described as follows:-

Commencing at the southwest corner of the west half of the Northeast quarter of section 28, T. 32 N. of R. 2 E. of the 2nd Principal Meridian. Thence North along the west line of the west half of the Northeast quarter of Section 28 a distance of 400 ft. thence East on a line parallel with the south line of said west half 380 feet to the center line of a dredge ditch. Thence southeasterly along the center line of said dredge ditch 750 feet more or less to the south line of the West half of the North East quarter of section 28 thence west along said south line 850 feet to place of beginning containing 7.07 acres more or less.

Approved by the Whitley County Board of Commissioners during November Session 1951.

Samuel F. Trembley President.

Lima G. Board

Lee S. Platter

Attest

Boyd H. Myers

Auditor Whitley Co.

Duly Entered for taxation this 5 day of November 1951.

Boyd H. Myers

Auditor Whitley County

Duly Recorded this 5 day of November 1951 at 11 o'clock

In Plat Book "C" Page 15

Ass J. White

Recorder Whitley County

State of Indiana County of Whitley SS:

We the undersigned, hereby certify that we have caused to be surveyed and divided into lots, driveway and park the foregoing described tract of land. Also that we are the legal owners thereof.

Witness our hands this 29th day of October 1951.

Lee W. Howell

Dean D. Miller

Bessie L. Howell

Phyllis L. Miller

State of Indiana County of Whitley SS:

Personally appeared before me, a notary public, in and for said county and state, Lee W. Howell & Bessie L. Howell, husband and wife, Dean D. Miller & Phyllis L. Miller, husband and wife, who acknowledge the foregoing act to be their voluntary deed.

Witness my hand and seal this 29th day of October 1951.

(Seal) Ralph P. Ferrey

Notary Public

My Commission expires 4-11-1952

State of Indiana County of Noble SS:

I hereby certify that I have surveyed and divided into lots driveway and park the above described tract of land, and that the foregoing plat is a correct representation thereof.

Witness my hand and seal this 25th day of October 1951.

Bright B. Bortner C.E.

(Seal)

Registered # 1038

Ass J. White Recorder