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: MTC0710115)

# **Auction Tract 6**

(42 E. Sinclair 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

FirstAmerican Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent:Metz Title Company, Inc.Issuing Office:40 E. Hill Street, Wabash, IN 46992Issuing Office's ALTA® Registry ID:Ioan ID Number:1000513Commitment Number:MTC0710115Issuing Office File Number:MTC0710115Property Address:42 E. Sinclair 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
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 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:

Lot Number Two Hundred Ten (210) in the Original Plat to the town, now City, of Wabash in Wabash County, Indiana.

First American Title Insurance Company

Bv:

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

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FirstAmerican 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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## (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 TAXING UNIT: Wabash Corp. PARCEL KEY NO: 85-14-11-302-119.000-009 - Lot 210 ASSESSED VALUATION: Land - \$13,200.00 Improvements - \$72,300.00 Deductions - \$0.00 Exemptions - \$0.00 May 10 - \$855.00 - Paid Nov 10 - \$855.00 - Unpaid

#### Solid Waste Recycling Fee:

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### SCHEDULE B (Continued)

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.
- 11. 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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#### Origional Plat of Wabash.

Origional Plat of Wabash. This Town is situated in the County of Wabash and State of Indiana in township No. 27 North of Range No.6 Bast second Meridian, on the southwest corner of the south East quarter, and the the South East corner of the south west quarter of Socion number Rieven. The Streets and Lois are all haid off at right angles running South 85 West and North 35 East, and North 5 Wast, all the Streets are 66 Feet fide troopt Market Street, which is 90 feet wide between Wabash and Burlington Streets. The Alleys running Raw and West are 16 feet wide and those running North and South are 10 feet wide. The lots are all 56 feet wide by 132 feet long ercest. Lots Nose. 1,44,5,59,12,113, k 16, which are 00 by 66 feet, and Lots Nos. 2,56,7,10,11,44, b 15, which are 71 by 40 feet, and Lots Nos. 53,64,55,56,57,159,71,72,75,74,75 & 76, % hich are 66 feet by 120 feet, and Lots Nos. 125,126,139 & 140, which are 70 feet by 132 feet, and Lot No. 2,25 which 66 feet by 120 feet, and Lots Nos. 125,126,139 & 140, which are 70 feet by 152 feet, and Lot No. 2,25 which 66 feet by 120 feet, and Lots Nos. 125,126,139 & 140, which are 70 feet by 152 feet, and Lot No. 2,25 which 66 feet by 120 feet, and Lots Nos. 125,126 that no south are 70 feet by 152 feet, and Lot No. 2,25 which 66 feet by 120 feet, and Lots Nos. 125,126 that no south Bast 220 North to intersect the East line of said lot, the Square between Main and Hill Streets and Wabash and Court Streets is donated for a Public Square, and Lots No. 210, 211, mer Dona-tions to the Gounty Seminary, and Lots Nos. 194 & 190 are set a set and Conted as church lots. 'Ith's Town was laid off in the year 1854 by David Burr and Bugh Hama, proprietors, and Recorded in Huntington County additions.)

Hugh Hanna, Proprietor.

Indiana to wit, Wabash County.

Before me the undersigned a Justice of the Peace of said County this day personally came Hugh Hanna and acknowledged the foregoing to be a correct Plat and description of the Town of Wabash with the additions thereto and that the same was intended for the uses and purposes therein expressed. Given under my hand and seal this 17th day of May 1837.

Isaac Finley, Justice of Peace. (Seal)

Transcribed into this Record June 9th, 1852 by "Act of the General Assembley of the State of Indiana.

Wm. Steel, R.W.C.

Transferred from Record One, May 29th, 1877.

Book B. 13 and 14.

102 , 13

John H. Dicken.

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WABASH COUNTY

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