

Cover page for:

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

Preliminary title insurance schedules prepared by:

North American Title Company, LLC

(File Number: 15701-20-04045-IN)

Auction Tracts 21 - 23

(3260 N. Binkley Rd., Larwill, Indiana)

For August 24, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

The Snyder Revocable Trust

Transaction Identification Data for reference only:

Issuing Agent: North American Title Company, LLC
Issuing Office: 236 Frontage Road, Columbia City, IN 46725
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 15701-20-04045-IN
Issuing Office File No.: 15701-20-04045-IN
Property Address: 3260 N Binkely Rd, Larwill, IN 46764

SCHEDULE A

1. Commitment Date: August 8, 2020 at 08:00 AM
2. Policy to be issued:
 - a. ALTA 2013 Homeowner's Policy of Title Insurance
Proposed Insured: Purchaser with Contractual Rights Under Purchase Agreement
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy of Title Insurance
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
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:

The Successor Co-Trustees of The Snyder Revocable Trust dated the March 9, 2000
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Authorized Countersignature:



By: Laura Ormsby
North American Title Company

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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.
5. In the event any document is to be notarized using remote online notary, the following requirements apply:
 - A. Confirmation prior to closing that the County Recorders Office of Whitley, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used.
 - B. Electronic recordation in the Recorders Office of Whitley of the documents required herein to create the insured estates or interests.
 - C. Execution of instruments in accordance with Indiana law.
 - D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
6. Indiana Code 32-21-2-3(a) was changed effective 7/1/2020 to require the addition of a notarized proof in addition to a notarized acknowledgement. Therefore, effective July 1, 2020, any instrument that requires a notarized acknowledgement must now also include a notarized proof by an independent witness. If the Company is presented with instruments that do not comply with IC 32-21-2-3(a), the following exception will be added to Schedule B of the policy: Any defect, lien, encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a).
7. It is indicated that Wilma M. Snyder, who reserved a life estate in the insured real estate, is deceased. We require an affidavit in recordable form, or a statement should appear on the deed, attesting to the death of Wilma M. Snyder.

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8. It is indicated that Cleo D. Snyder, who reserved a life estate in the insured real estate, is deceased. We require an affidavit in recordable form, or a statement should appear on the deed, attesting to the death of Cleo D. Snyder.
9. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
10. Furnish for recordation a deed as set forth below:

Type of deed: Trustee's Deed
Grantor(s): Fee Simple Title Holder as shown on Schedule A
Grantee(s): Proposed Insured as shown on Schedule A
11. 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 Auditors Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
12. Mortgage executed by proposed Mortgagor to the proposed insured lender.
13. The Company requires compliance with county ordinance number 2016-05 regarding a division or combination of parcels of land which require approval of the Parcel Committee established under said ordinance prior to recordation of instruments transferring real estate.
14. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
15. Payment in full of delinquent tax penalties in the amount of \$20.04 for 2018 due and payable in 2019. The County Treasurer must be contacted for the exact figures.
16. Payment in full of delinquent property taxes and assessments in the amount of \$447.58 for 2019 due and payable in 2020, together with penalty and interest, if any. The County Treasurer must be contacted for the exact figures.
17. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
18. The Company should be furnished a Vendors Affidavit.
19. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.

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- 20. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

NOTE: A 36 month chain of title was done and we find the following:

A Deed dated March 9, 2000 and recorded November 12, 2002 from Cleo D. Snyder, and Wilma M. Snyder, husband and wife to Cleo D. Snyder and Wilma M. Snyder, of Wabash County, a life estate for their joint lives, with a life estate to the survivor of them, and the remainder to Cleo D. Snyder and Wilma M. Snyder or successors, Co-Trustees of The Snyder Revocable Trust dated the 9th day of March, 2000 as Instrument No. 2002110309.

NOTE: If an insured closing is completed by North American Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.

NOTE: If North American Title Insurance Company 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.

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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. 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 report date and the date on which all of the Schedule B, Part I-Requirements are met.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. 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.
6. 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.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.

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8. Property Taxes are as follows:
- Tax Year: 2019
Due and Payable: 2020
May Installment: \$389.58 Unpaid/Delinquent
November Installment: \$389.58 Unpaid
Name of Taxpayer: Cleo D. Snyder and Wilma M. Snyder, Co Trustees
Land: \$33,400.00
Improvements: \$19,100.00
Exemptions: \$0.00 (None)
Taxing Unit: Etna Troy Township
Tax Identification No.: 92-02-19-000-303.000-005/9203-32-19-303
Description: Frl Pt Sw4 S19 T32 R8 18.953A Life Estate Cleo D and Wilma M. Snyder
9. Annual Assessment as set forth below:
Type of Assessment: Whitley Co Solid Waste
Annual Amount: \$53.00, Unpaid/Delinquent
All future assessments are not yet due and payable.
10. Annual Assessment as set forth below:
Type of Assessment: Elder A
Annual Amount: \$5.00, Unpaid/Delinquent
All future assessments are not yet due and payable.
11. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable.
12. Added improvements in place as of January 1, 2020 are subject to assessment which could increase the tax amounts due in 2021, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
13. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
14. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
15. The acreage indicated in the legal description, and/or the address shown on Schedule A, is solely for the purposes of identifying said tract and should not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.

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16. Terms and provisions of the trust under which title is held.
17. 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.
18. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
19. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.

NOTE: A judgment search has been made versus The Snyder Revocable Trust dated March 9, 2000 and none were found.

20. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: North American Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

NOTE: Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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SCHEDULE C

The Land is described as follows:

PART OF THAT PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 32 NORTH, RANGE 8 EAST, WHITLEY COUNTY, INDIANA, WHICH LIES SOUTH OF THE CENTERLINE OF COUNTY ROAD 325N (FORMERLY SQUAWBUCK ROAD), SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING ON THE WEST LINE OF SAID FRACTIONAL SOUTHWEST QUARTER, AT A POINT SITUATED N 01 DEGREES-30 MINUTES E (DEED BEARING), A DISTANCE OF W28.2 FEET FROM THE SOUTHWEST CORNER OF SAID FRACTIONAL SOUTHWEST QUARTER; THENCE N 01 DEGREES-30 MINUTES E, ON AND ALONG SAID WEST LINE, A DISTANCE OF 542.4 FEET TO A RAIL IRON POST FOUND AT THE SOUTHWEST CORNER OF A CERTAIN 0.45 ACRE TRACT OF LAND AS RECORDED IN DOCUMENT #83-7-41 IN THE OFFICE OF THE RECORDER OF WHITLEY COUNTY, INDIANA; THENCE S 87 DEGREES-05 MINUTES E (RECORDED N 90 DEGREES-44 MINUTES E), ON AND ALONG THE SOUTH LINE OF SAID 0.45 ACRE TRACT, A DISTANCE OF 143.61 FEET TO A SPIKE FOUND AT THE SOUTHEAST CORNER OF SAID 0.45 ACRE TRACT, BEING A POINT ON THE CENTERLINE OF BINKLEY ROAD (ROBINSON LAKE ROAD); THENCE N 18 DEGREES-31 MINUTES 30 SECONDS W (RECORDED N 28 DEGREES-03 MINUTES W), ON AND ALONG THE EASTERLY LINE OF SAID 0.45 ACRE TRACT, ALSO BEING THE CENTERLINE OF SAID BINKLEY ROAD, A DISTANCE OF 191.55 FEET TO A SPIKE FOUND AT THE NORTHEAST CORNER OF SAID 0.45 ACRE TRACT; THENCE N 87 DEGREES-29 MINUTES W (RECORDED N 87 DEGREES-38 MINUTES W), ON AND ALONG THE NORTH LINE OF SAID 0.45 ACRE TRACT, A DISTANCE OF 78.0 FEET TO A PIPE FOUND AT THE NORTHWEST CORNER THEREOF, SAID PIPE BEING ON THE WEST LINE OF SAID FRACTIONAL SOUTHWEST QUARTER; THENCE N 01 DEGREE-30 MINUTES E, ON AND ALONG SAID WEST LINE, A DISTANCE OF 694.7 FEET TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF SAID COUNTY ROAD 325N; THENCE S 70 DEGREES-50 MINUTES E, ON AND ALONG SAID CENTERLINE, A DISTANCE OF 575.0 FEET; THENCE S 03 DEGREES-21 MINUTES E, A DISTANCE OF 650.9 FEET; THENCE S 47 DEGREES-21 MINUTES E, A DISTANCE OF 123.9 FEET; THENCE S 31 DEGREES-19 MINUTES E, A DISTANCE OF 106.6 FEET; THENCE S 09 DEGREES-08 MINUTES E, A DISTANCE OF 308.8 FEET; THENCE S 76 DEGREES-56 MINUTES W, A DISTANCE OF 473.8 FEET TO A POINT ON THE CENTERLINE OF SAID BINKLEY ROAD; THENCE N 88 DEGREES-11 MINUTES W, A DISTANCE OF 352.2 FEET TO THE POINT OF BEGINNING, CONTAINING 18.953 ACRES OF LAND.

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