

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: MTC0710123)

Auction Tract 4

(218 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:

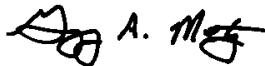
Issuing Agent: Metz Title Company, Inc.
Issuing Office: 40 E. Hill Street, Wabash, IN 46992
Issuing Office's ALTA[®] Registry ID: 1000513
Loan ID Number:
Commitment Number: MTC0710123
Issuing Office File Number: MTC0710123
Property Address: 218 E. Main St., Wabash, IN 46992

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
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 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:
SEE EXHIBIT A ATTACHED HERETO

First American Title Insurance Company

By: _____



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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(MTC0710123.PFD/MTC0710123/2)

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 perjury, 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 thereof.
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. TRACT I: 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: 85-14-11-403-028.000-009 - Lot 229
ASSESSED VALUATION: Land - \$7,900.00
Improvements - \$0.00
Deductions - \$0.00
Exemptions - \$0.00
May 10 - \$118.50 - Paid
Nov 10 - \$118.50 - Unpaid

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SCHEDULE B
(Continued)

TRACT II: 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: 85-14-11-403-090.000-009 - Pt. Lot 1

ASSESSED VALUATION: Land - \$4,800.00

Improvements - \$108,100.00

Deductions - \$0.00

Exemptions - \$0.00

May 10 - \$1,129.00 - Paid

Nov 10 - \$1,129.00 - Unpaid

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.
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. TRACT I: 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. TRACT II: Declaration of Covenants, Conditions and Restrictions for Eastern Addition, 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.
14. 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.
15. Subject to the zoning and planning ordinances and regulations of the City of Wabash and the Wabash Plan Commission.

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Commitment Number: MTC0710123

EXHIBIT A
PROPERTY DESCRIPTION

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

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

TRACT I: In Lot Number Two hundred and twenty-nine (229) in the Original Plat of the Town (now City) of Wabash.

TRACT II: Part of In Lot Number One (1) in the Eastern Addition to the Town (now City) of Wabash, which is bounded and described as follows, viz: Begin at the north west corner of said lot; thence east along the north line thereof thirty nine feet and ten inches to a point in said north line of said lot which is distant twenty six feet and two inches west from the northeast corner of said lot and run from said point thence south on a line parallel with, and distant twenty six feet and two inches west from the east line of said lot, one hundred and thirty two feet to the south line of said lot; thence west along the south line of said lot (and north line of Main street) thirty nine feet and ten inches to the southwest corner of said lot; thence north along the west line of said lot one hundred and thirty two feet to the place of beginning.

(Said lots being a subdivision of and situate upon the Fractional South East quarter of Section #11, in Township #27 North, of Range #6 East, in Wabash County, Indiana.)

Original 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 East Second Meridian, on the southwest corner of the south East quarter, and the the South East corner of the south west quarter of Section number Eleven. The Streets and Lots are all laid off at right angles running South 85° West and North 85° East, and North 5° West. All the Streets are 66 feet wide except Market Street, which is 90 feet wide between Wabash and Huntington Streets. The Alleys running East and West are 16 feet wide and those running North and South are 10 feet wide. The lots are all 66 feet wide by 132 feet long except Lots Nos. 1, 4, 5, 8, 9, 12, 13, & 16, which are 40 by 66 feet, and Lots Nos. 2, 3, 6, 7, 10, 11, 14, & 15, which are 71 by 40 feet, and Lots Nos. 53, 54, 55, 56, 57, 58, 71, 72, 73, 74, 75 & 76, which are 66 feet by 120 feet, and Lots Nos. 125, 126, 139 & 140, which are 70 feet by 132 feet, and Lot No. 225 which 66 feet wide and 132 feet long on the west side of Allen Street, the south line of which said lot commencing at a corner corresponding with the other lots, thence running East 22½ 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, are Donations to the County Seminary, and Lots Nos. 184 & 190 are set a part and donated as church lots. (This Town was laid off in the year 1834 by David Burr and Hugh Hanna, proprietors, and Recorded in Huntington County Indiana with the exception of Lots Numbered from One hundred and fifty three to 233, inclusive which are additions.)

and built street

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 Assembly of the State of Indiana.

Wm. Steel, R.W.C.

Transferred from Record One, May 29th, 1877.

John H. Dicken.

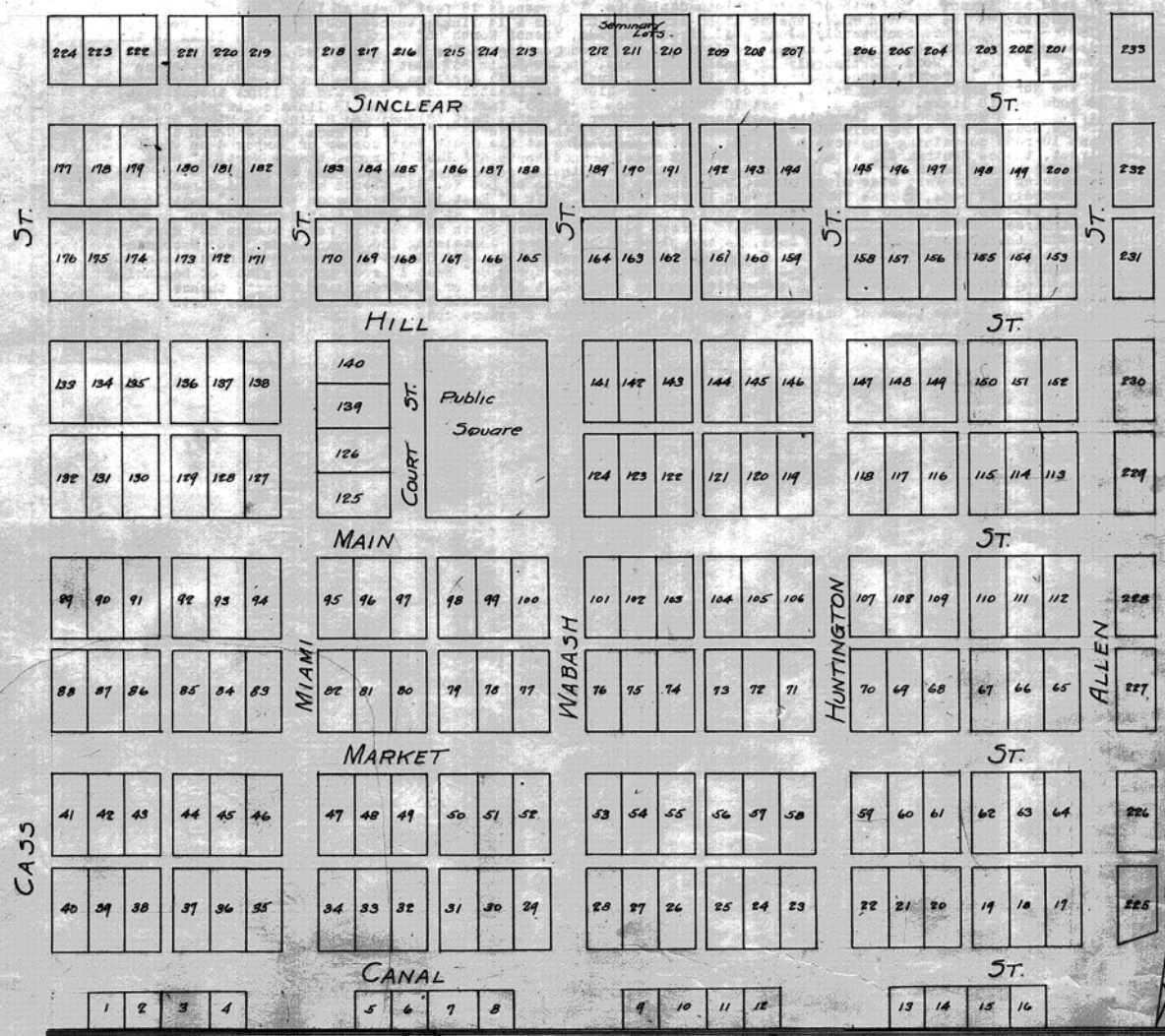
Book B. 13 and 14.

WABASH COUNTY
PLAT BOOK NUMBER 2
PAGE NUMBER: 103

ORIGINAL PLAT

WABASH COUNTY
PLAT BOOK NUMBER 2
PAGE NUMBER: 104

FOR VACATED ALLEY
BETWEEN LTS. 191 & 192
2005R386065
Sec. 1 # 2005R386065
Recorded 6/14/2005
Nancy RWC



For survey of Lot 1350. P.
See Misc. 18 page 452
Ruth K. Wilson RWC

For vacation of alley between
lots #61-62. see misc.
Record 38. Page 24-25
Richard Haupt, RWC

For vacation of alley between
lots #97-98. see misc. Record
47 Page 15.
Richard Haupt, RWC

For vacation of pt. Huntington Street
between LTS. 106 & 107
see Ordinance #1, 1999
misc. Rec. 119 pg. 275-278
recorded 5/18/99
Donna Friedewald RWC

For easement concerning
LTS. 75-76 & 102-103
see Rec. 312 pg. 439
recorded 9-5-00
Donna Friedewald RWC

In vacation of alley between lots 135 & 136
see: misc. Rec. 134 pg. 48 recorded 6/13/03
Nancy RWC

For vacation of alley between
lots 224-227 see misc. Rec. 119
recorded 6/13/03
Nancy RWC

Northern Addition.

Plat and field notes of the Original Survey of that part of the Northern and Eastern Addition to the town of Wabash, Wabash County, Indiana, laid off by Hugh Hanna on the 10th day of May 1854.

The above addition of lots is more particularly described as follows viz: Beginning at a point on the Laketon Road 16 feet distant and $7^{\circ} 45'$ E from the N.W. corner of Lot No. 39, of the former Northern Addition to said Town of Wabash and which point is the S.W. corner of Lot as above Numbered 65; thence North 84° East 61 rods to the S.E. corner of Lot numbered 77, thence N. 5° W. 20 rods to the N.E. corner of Lot 78, thence S. 84° W. 56 rods & 10 links to the N.W. corner of lot 89 on the Wabash and Laketon Road, thence S. $7^{\circ} 3/4^{\circ}$ W. along said road to the place of beginning, Lot 86 is 3 rods & 20links in width on the Alley and 1 rod and 24 links in width on Elm Street, Lot 89 is 5 rods & 2 links in width on Elm Street, and 3 rods & 5 links on the Alley Each of the other lots is 4 rods wide by 8 rods length and are bounded by Straight lines. The Streets are all 4 rods in width, The Alleys running E. & W. are 16 feet in width, those running N. & S are 10 feet in width. Huntington and Allen Streets are those Streets Extended from the Original plat of said town of Wabash and on the same degree they bear on the original plat of said Town.

WABASH COUNTY
PLAT BOOK NUMBER 2

PAGE NUMBER: 117