

*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: 15703-20-01282-IN)**

**UPDATE:** Certain requirements were recently removed from Sch. B-I due to the recording of a release of the orders to repair previously referenced in those requirements (now deleted). A copy of the recorded release is included in the pages that follow.

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**Auction Tract 20**

**(1040 Delaware Ave., Fort Wayne, Indiana)**

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*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: 7765 Coldwater Rd , Fort Wayne , IN 46825  
Issuing Office's ALTA® Registry ID:  
Loan ID No.:  
Commitment No.: 15703-20-01282-IN  
Issuing Office File No.: 15703-20-01282-IN  
Property Address: 1040 Delaware Ave, Fort Wayne, IN 46805

**SCHEDULE A**

1. Commitment Date: August 3, 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. Due to office closures in place or that might occur, we require our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to COVID-19 we may be temporarily unable to record documents in the normal course of business.

Upon receipt of the above, the final loan policy will be issued without a gap exception.

6. 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 Allen, 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 Allen 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.

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7. 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).
8. 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.
9. 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.
10. 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.
11. 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
12. 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.
13. Mortgage executed by proposed Mortgagor to the proposed insured lender.
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 property taxes and assessments in the amount of \$1,343,58 for 2019-2020, together with penalty and interest, if any. The County Treasurer must be contacted for the exact figures.
16. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
17. Furnish proof that any outstanding municipal and/or county tax assessments which are due have been paid current.

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

A Deed dated March 9, 2000 and recorded November 15, 2002 from C. Devon Snyder, also known as Cleo D. Snyder, and Wilma M. Snyder, husband and wife to Cleo D. Snyder and Wilma M. Snyder, Individual, 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. 202095032.

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: \$1,343.58 Unpaid/Delinquent  
November Installment: \$1,343.58 Unpaid  
Name of Taxpayer: Cleo D. Snyder and Wilma M. Snyder  
Land: \$10,200.00  
Improvements: \$113,200.00  
Exemptions: \$0.00 (None)  
Taxing Unit: 74-FW Wayne  
Tax Identification No.: 02-07-36-380-001.000-074  
Description: Ex S 55 ft Lot 4 Lantz Add N 90 ft Ex E 29.66 Lot 5 Lantz Add
9. Taxes for the year 2020 are a lien, due in 2021, but are not yet due and payable.
10. 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.
11. 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.
12. 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.
13. 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.
14. Terms and provisions of the trust under which title is held.
15. Covenants, conditions, restrictions, easements and building lines as shown in the plat of Lantz Addition Subdivision recorded in Plat Book 5, Page 31.
16. 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.
17. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

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18. 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: 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: A judgment search has been made versus The Snyder Revocable Trust dated March 9, 2000 - (Individually) - and none found.

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:

A PART OF LOT NUMBER FOUR (4) LANTZ ADDITION TO THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT, 55 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; FROM THENCE EAST ON A LINE NORMAL TO THE WEST LINE OF SAID LOT TO A POINT IN THE EAST LINE OF SAID LOT; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT FOUR (4); THENCE IN A SOUTHWESTERLY DIRECTION TO THE NORTHWEST CORNER AND FROM THENCE SOUTH ALONG THE WEST LINE OF SAID LOT TO THE PLACE OF BEGINNING; ALSO THE NORTH NINETY (90) FEET OF LOT NUMBER FIVE (5) IN LANTZ ADDITION TO THE CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, EXCEPTING THE EAST THIRTY-TWO (32) FEET THEREFROM. ALSO A PART OF LOT NUMBER FIVE (5) LANTZ ADDITION TO THE 'CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA, AS RECORDED IN PLAT RECORD 5, ON PAGE 31 IN THE RECORDER'S OFFICE OF ALLEN COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT AN IRON PIN ON THE SOUTH LINE OF DELAWARE AVENUE, 9.2 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT NUMBER FIVE (5) AS MEASURED ALONG THE SOUTH LINE OF SAID DELAWARE AVENUE; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT NUMBER FIVE (5), NINETY (90) FEET TO A STAKE; THENCE IN A NORTHEASTERLY DIRECTION PARALLEL TO THE SOUTH LINE OF DELAWARE AVENUE, TWENTY-EIGHT (28) INCHES; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT NUMBER FIVE (5), NINETY (90) FEET TO THE SOUTH LINE OF DELAWARE AVENUE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF DELAWARE AVENUE, TWENTY-EIGHT (28) INCHES TO THE POINT OF BEGINNING.

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# LANTZ'S ADDITION

TO

CITY OF FORT MYER

State of Indiana }  
Allen County }

Whereas plat of Lantz's Addition to the City of Fort Myer, Indiana, which is a part of the land first described in Section 36, Township 35 North, Range 12 East, County of Allen, Indiana, was laid out and more particularly described as follows: Commencing at a certain point of land, to-wit: the southeast corner of the lot of land of 25 acres, bounded by the south line of said lot, the west line of said lot, and the north line of said lot, and thence southerly and westerly to the center line of the center of a public highway known as the Delaware Avenue, a line of 100 feet, and thence southerly and westerly to the center line of the center of a public highway known as the North and South Center Line, and thence southerly and westerly to the place of beginning.

The lots are numbered from one (1) to fifty-one (51) inclusive. The dimensions of said lots and width of streets and alleys are marked on said plat.

David L. Spindler  
Surveyor of Allen Co. Ind.

Draft ordered for  
200 feet of 30x30  
1909

Beaumont  
Auditor Allen Co.

Recorded March 30  
1909 at 11:30 P.M.

Robert E. Kelly  
Recorder Allen Co.



I, John C. Lantz, do hereby lay out and divide the tract and lots for the following described real estate situated in and being a part of the Town of Fort Myer, Indiana, to-wit: a certain amount of land (36) to-wit: 36 acres, more or less, situate in Township 35 North, Range 12 East, and more particularly described as follows: Commencing at a certain point of land, to-wit: the southeast corner of the lot of land of 25 acres, bounded by the south line of said lot, the west line of said lot, and the north line of said lot, and thence southerly and westerly to the center line of the center of a public highway known as the Delaware Avenue, a line of 100 feet, and thence southerly and westerly to the center line of the center of a public highway known as the North and South Center Line, and thence southerly and westerly to the place of beginning.

The numbering from one to fifty-one (51) inclusive. The dimensions of said lots and width of streets and alleys are marked in said plat. The said addition to be known as Lantz's Addition to the City of Fort Myer, Indiana. In witness whereof I have hereunto set my hand and seal this 27th day of March, 1909.

John C. Lantz,  
State of Indiana, Allen County,  
Personally appeared before  
me, who is a Notary Public in and for the County of Allen, Indiana, and acknowledged to the execution of the foregoing instrument to be his voluntary act and deed for the purposes therein mentioned.

Robert B. Dreitelbach  
Notary Public.  
Comm. expires Dec. 26th 1909

APPROVED  
MARCH 30 1909  
BOARD OF PUBLIC WORKS

James P. Spindler  
Robert E. Kelly  
Beaumont

This map/plat is being furnished 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,

**2020049818**  
**RECORDED: 08/20/2020 12:29:26 PM**  
**ANITA MATHER**  
**ALLEN COUNTY RECORDER**  
**FORT WAYNE, IN**

August 19, 2020

**RELEASE**

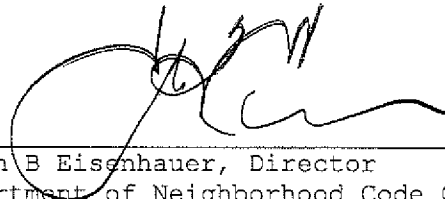
TO: Snyder Cleo D & Wilma M L/EST & Co-Trs  
1525 Peterson Dr  
Wabash IN 46992

RE: Ex S 55 Ft Lot 4 Lantz Add N 90 Ft Ex E 29.66 Lot 5 Lantz Add;  
PIN 02-07-36-380-001.000-074; more commonly known as 1040 Delaware Ave

For a valuable consideration, it is hereby certified that a certain Order to Repair that was executed by Neighborhood Code Compliance f/k/a Neighborhood Code Enforcement and duly recorded as Document Number 2011040085 at the office of the Recorder of Allen County, Indiana, on the 7 day of September 2011 is hereby released.

For a valuable consideration, it is hereby certified that a certain Hearing Decision that was executed by Neighborhood Code Compliance f/k/a Neighborhood Code Enforcement and duly recorded as Document Number 2012006749 at the office of the Recorder of Allen County, Indiana, on the 31 day of January 2012 is hereby released.

For a valuable consideration, it is hereby certified that a certain Order to Repair that was executed by Neighborhood Code Compliance f/k/a Neighborhood Code Enforcement and duly recorded as Document Number 2012023924 at the office of the Recorder of Allen County, Indiana, on the 2 day of May 2012 is hereby released.



\_\_\_\_\_  
Susan B Eisenhauer, Director  
Department of Neighborhood Code Compliance

STATE OF INDIANA )  
                              )       SS:  
COUNTY OF ALLEN )

Subscribed and sworn to before me, a Notary Public, in and for said county and state, this 19 day of August 2020.

  
\_\_\_\_\_  
Leslie A. Chalfant, Notary Public

My commission expires: June 11, 2025. I reside in Allen County, Indiana  
This instrument was prepared by Carol T. Helton, Attorney at Law

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.  
Leslie Chalfant

