

Cover page for:

Preliminary Title Insurance Schedules
(with copy of recorded easement listed as an exception)

Preliminary title insurance schedules prepared by:

Meridian Title Corporation

(File Number: 22-5985)

Auction Tract 2

(St. Joseph County, Indiana)

For March 29, 2022 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Jennifer Jenks LeMaster and Stephen E. Jenks

MERIDIAN TITLE CORPORATION

Mishawaka Office

4440 Edison Lakes Pkwy., Ste. 100

Mishawaka, IN 46545

574.271.3777

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mishawakaprocessing@meridiantitle.com

File No.: 22-5985

Effective Date: January 27, 2022 at 8:00 AM

Customer Reference No.:

Property Address Reference: Vacant Land , South Bend, IN
46614

1. Policy or Policies to be issued:

(a) ALTA Owner's Policy 06/17/06

Amount: **TBD**

Proposed Insured: **A natural person or legal entity to be determined**

(b) ALTA Loan Policy 06/17/06

Amount:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Preliminary Title Report is Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Nancy C. Sunderwirth, a life estate with a remainder interest to Jennifer Jenks LeMaster and Stephen E. Jenks, as
Equal Tenants in Common

4. The land referred to in this Preliminary Title Report is located in the County of Saint Joseph, State of Indiana described as follows:

SEE ATTACHED EXHIBIT "A"

EXHIBIT A

Parcel I: The Southwest Quarter of Section 16, Township 36 North, Range 3 East, St. Joseph County, Indiana.

EXCEPTING THEREFROM THE FOLLOWING FIVE TRACTS OF LAND:

Tract A: Beginning at the Northwest corner of the Southwest Quarter of said Section 16; running thence South, 24 rods; thence East, 80 rods; thence North, 24 rods; thence West, 80 rods to the Point of Beginning.

Tract B: Beginning at the Southeast corner of the Southwest Quarter of said Section 16; running thence North on the centerline of said Section, 10 rods; thence West, parallel with the South line of said Section, 20 rods; thence South, 10 rods to the South line of said Section; thence East, 20 rods to the Point of Beginning.

Tract C: 32 rods, North and South, by 10 rods, East and West, out of the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 16, Township 36 North, Range 3 East, St. Joseph County, Indiana.

Tract D: The Southeast Quarter of the Southwest Quarter of Section 16, Township 36 North, Range 3 East, St. Joseph County, Indiana, EXCEPT a parcel of land 10 rods, North and South, by 20 rods, East and West, out of the Southeast corner therefrom.

Tract E: The East 22 acres of the Southwest Quarter of the Southwest Quarter of Section 16, Township 35 North, Range 3 East, situated in Madison Township, St. Joseph County, Indiana, Excepting Therefrom 2 acres deeded heretofore to Roman J. Kowalski and Gloria Kowalski.

Parcel II: The East 22 acres of the Southwest Quarter of the Southwest Quarter of Section 16, Township 36 North, Range 3 East, situate in Madison Township, St. Joseph County, Indiana, Excepting Therefrom 2 acres deeded heretofore to Roman J. Kowalski and Gloria Kowalski and the following described tract: From where the centerline of the Southwest Quarter of Section 16 intersects with New Road; thence West, 165 feet along the centerline of said road to the Point of Beginning; thence West still along the centerline of said road, 443 feet; thence North, 590 feet parallel to the Section lines; thence East, 443 feet again parallel to the Section lines; thence South, 550 feet to the Point of Beginning.

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Notification in writing is required for all changes to this Preliminary Title Report. Additional requirements may be imposed after review of said notification.
2. Vendor's Affidavit (if Owner's Policy) and Mortgagor's Affidavit (if Lender's Policy).

As to the Lender's Policy only:

Upon receipt of a Vendor's and Mortgagor's Affidavit with content and form acceptable to the insurer, the Standard Exceptions as set out in Part II of the Schedule B herein will be deleted.)

3. Properly executed and fully completed Certificate of Non-Foreign Status of Transferor.

Note: Seller Proceeds cannot be disbursed until this form is completed in its entirety.

4. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
5. Warranty Deed suitable for recording, when the proposed insured is determined.

NOTE: The Life Estate Interest of Nancy C. Sunderwirth was created by a deed recorded October 25, 2012 in Instrument No. 1234260 in the Office of the Recorder of Saint Joseph County, Indiana.

NOTE: Deed must convey the Life Estate Interest.

NOTE: The policy to be issued will not insure that the proposed insured real estate is a buildable parcel. A check should be made with the local building department, as to the requirements, if any, necessary to secure the appropriate permits for the construction of any improvements on said parcel.

NOTE: Due to the passage of SEA 370 (P.L. 80-2013), rates and fees are subject to change from current existing charges for transactions closed on or after July 1, 2013.

NOTE: In accordance with applicable underwriter guidelines, there may be a title premium re-issue discount for this transaction. Please contact our office prior to your closing for more details.

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.

- 1. 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 Preliminary Title Report.
- 2. Standard Exceptions:
 - a) Rights or claims of parties in possession not shown by the public records.
 - b) Easements, or claims of easements, not shown by the public records.
 - c) 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.
 - d) 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.
- 3. Special Exceptions:
 - a) Taxes for the year 2021 Payable in 2022 are a lien not yet due and payable.
Taxes for the year 2020 Payable in 2021 are as follows:

Key Number	011-1030-037805 (Affects 14 Acres)
State ID Number	71-14-16-300-002.000-016
Township	Madison
1 st installment due May 10, 2021	\$127.98 - Paid
2 nd installment due November 10, 2021	\$127.98 - Paid

Assessed Values for 2020/2021:

Land	\$16,100.00
Improvements	\$0.00
Exemption (Mortgage)	\$0.00
Exemption (Homeowners)	\$0.00
Exemption (Homestead Supplemental)	\$0.00
Net Valuations	\$16,100.00

Kankakee/Yellow River (180) Drain/Ditch Assessment Fees:
 1st installment - \$14.00 - Paid
 2nd installment - \$0.00 - None Due

Mud River (20) Drain/Ditch Assessment Fees:
 1st installment - \$12.25 - Paid
 2nd installment - \$12.25 - Paid

Possible assessments for the Yellow River (126) Drain/Ditch, which may become a lien at a later date.

Key Number	011-1030-0378 (Affects 86 Acres)
State ID Number	71-14-16-300-001.000-016
Township	Madison Township
1 st installment due May 10, 2021	\$625.61 - Paid
2 nd installment due November 10, 2021	\$625.61 - Paid

Assessed Values for 2020/2021:

Land	\$78,700.00
Improvements	\$0.00
Exemption (Mortgage)	\$0.00

Exemption (Homeowners)	\$0.00
Exemption (Homestead Supplemental)	\$0.00
Net Valuations	\$78,700.00

Kankakee/Yellow River (180) Drain/Ditch Assessment Fees:

- 1st installment - \$43.00 - Paid
- 2nd installment - \$43.00 - Paid

Mud River (20) Drain/Ditch Assessment Fees:

- 1st installment - \$75.25 - Paid
- 2nd installment - \$75.25 - Paid

Possible assessments for the Yellow River (126) Drain/Ditch, which may become a lien at a later date.

NOTE FOR INFORMATION: Tax information supra is limited to the LAST BILLED information reflected in the computer input in the Treasurer’s office and does not necessarily reflect the most current information as to applicable penalties, deductions, exemptions, assessments and payments. Also, it does not reflect possible additional taxes and civil penalties as a result of a determination by County officials that a deduction was improperly granted. A check with the Treasurer’s or Auditor’s Office should be made to determine the exact status and amount of taxes due, if any.

- b) Special assessments/sewer usage charges, if any, levied by the City/Town of Mishawaka.
- c) 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.

INFORMATION NOTE: The acreage in the legal description is shown for convenience only. The policy, when issued, will not insure the acreage of the insured premises.

- d) Rights of the Government and Public to that part of caption Real Estate lying in “New Road”.
- e) Easement and associated rights granted to Indiana & Michigan Electric Company by Royal James and Cora James, his wife, in an instrument dated September 25, 1946 and recorded January 13, 1947 in Deed Record 415, page 246 in the Office of the Recorder of St. Joseph County, Indiana. (Said easement is not specifically located.) (Affects Parcel II)

SEARCH AND LIMITATION OF LIABILITY

This information in commitment form is not an abstract or opinion of title, nor is it a commitment to insure title. This information is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

Liability by MERIDIAN TITLE CORPORATION is limited to a maximum of \$1,000.00. Liability is limited to actual loss or damage resulting solely from the inaccuracy of the information set forth above. This Guarantee specifically, but not by limitation, does not evidence or assure the following:

- Matters subsequent to Search date herein;
- Property Owners fees and assessments, unless recorded as a lien;
- City and/or County codes and ordinances;
- Unrecorded building lines, easements, restrictions, covenants, or rights of way.

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 an 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. Meridian Title Corporation strongly suggests that all funding for the transaction be in the form of an irrevocable wire in order to allow us to disburse funds timely to all parties. Otherwise it's possible that disbursements may be delayed until the funds have been unconditionally credited.

NOTE: This Commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions of the commitment.

NOTE: RREAL IN is statutorily mandated by Indiana Code 27-7-3-15.5 and its objective is to develop an electronic system for the collection and storage of information concerning persons that have or will participate in or assist with a residential real estate transaction. All closing agents are required to complete an on-line form pursuant to the statute. If you are person or party to which this section applies; loan brokerage business, mortgage loan originator, principal real estate broker, real estate sales person or real estate broker salesperson, title insurance underwriter, title insurance agency and/or agent, licensed or certified appraiser, appraisal management company, or creditor to a first lien purchase mortgage, you must provide the closing agent with applicable license information or be subject to possible fines as indicated in said Indiana Code. More information can be found at www.in.gov/idoi/.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

The following deed(s) (if any) affecting said land were recorded within Twenty-four (24) months of the date of this product. If no deed(s) were found, the last deed of record is shown below:

Grantor: Nancy C. Sunderwirth, as successor Trustee of The Donald Weigel Revocable Living Trust dated May 4, 1994
Grantee: Nancy C. Sunderwirth, a life estate with a remainder interest to Jennifer Jenks LeMaster and Stephen E. Jenks, as Equal Tenants in Common
Recorded: October 25, 2012
Instrument No.: 1234260 (Affects Caption & More)

Mr. Royal James et ux

Dr. No. D-5-1214

Charge. 10/1/17

BOOK 415 PAGE 246

PROPERLY FILED

This Indenture, made this 25th day of September 1946

by and between Royal James and Cora James

his wife, (unmarried) of the County of St. Joseph in the State of Indiana, parties of the first part, and

INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, convey, and warrant, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out abutting the following described lands situated in Madison Township, in the County of St. Joseph in the State of Indiana, and part of Section No. 16 Township No. 36 North and Range No. 3 East and bounded and described as follows:

The Southwest 1/4 of said Section 16 EXCEPT the North 12 Acres of the Northwest 1/4 of the Southwest 1/4 of said Section.

It is understood between the parties hereto that this easement is for a single rural distribution line including poles, wires and appurtenances across the above described property, and shall be limited to such single rural distribution line when constructed thereon.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 220 West Colfax Ave., South Bend, Indiana, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the parties of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:

Joseph M. Nyikos
JOSEPH M. NYIKOS

Royal James
Cora James

THE STATE OF INDIANA, ss.

Before me, Ted N. Cottrell, Jr., a Notary Public in and for said County of St. Joseph, Indiana, this 25th day of September, 1946, personally appeared the above named persons, Royal James and Cora James

and acknowledged the execution of the annexed deed of easement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

Ted N. Cottrell, Jr.
Notary Public.
My commission expires 3-7, 1950

STATE OF MICHIGAN, ss.
COUNTY OF

On this _____ day of _____, 194____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

_____, Notary Public
County, _____
My commission expires _____, 19____