



433 Council Drive  
Fort Wayne, IN 46825  
Phone: (260) 373-0850  
Fax: (260) 373-0854  
[www.charlestonauctions.com](http://www.charlestonauctions.com)

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## **COMMERCIAL REAL ESTATE AUCTION**

**Sealed Bid Deadline: June 12<sup>th</sup> @ 5:00 P.M**

### **Property Location:**

9212 Lima Road (Hwy 3), Fort Wayne, IN 46825

### **TABLE OF CONTENTS:**

- 1. Auction Brochure**
- 2. County Assessor Documentation**
- 3. Real Estate Purchase Agreement**
- 4. Sealed-Bid Terms & Conditions**
- 5. Title Commitment**

# COMMERCIAL REAL ESTATE AUCTION

9212 Lima Road, Fort Wayne, Indiana

SEALED-BID DEADLINE: FRIDAY, JUNE 12TH @ 5:00 P.M.

SELLING  
ABSOLUTE  
ABOVE \$60K

VISIT WEBSITE FOR  
DETAILED BIDDER  
PACKET.



FIRST-CLASS  
U.S. POSTAGE  
PAID  
FORT WAYNE, IN  
PERMIT #1420

433 Council Drive  
Fort Wayne, IN 46825

Call: 260-373-0850 or 877-301-9344

# AC68900001

▶▶ WWW.CHARLESTONAUCTIONS.COM ◀◀

# COMMERCIAL REAL ESTATE

# AUCTION

9212 Lima Road, Fort Wayne, IN **CALL: 260-373-0850** SEALED-BID DEADLINE: FRIDAY, JUNE 12TH @ 5:00 P.M.

SELLING  
ABSOLUTE  
ABOVE \$60K



9212 Lima Rd, Fort Wayne, IN 46818

Cromer Ave

VISIT WEBSITE FOR DETAILED BIDDER PACKET.

## Property Features:

- Prime Frontage on Highway 3 (Lima Road)
- CM3 Zoning
- 1,250 Sq. Ft. Steel Construction Building
- Great Investment Opportunity

**Seller:** Hade

**Auction Manager:** Adam R. Olson

**CALL: 260-373-0850**



▶▶ WWW.CHARLESTONAUCTIONS.COM ◀◀

ADMINISTRATIVE INFORMATION

PARCEL NUMBER 02-07-03-402-010.000-073
Parent Parcel Number
Property Address 9212 LIMA RD
Neighborhood 90707 Lima / Wallen Till
Property Class 420 Com Small retail LT 10000 SF

OWNERSHIP

HADE HORACE A & SHARON J TRUST
1604 RABUS DR
FORT WAYNE, IN 46825-2220
5-3-2-078
ALDALE ACRES AMD LOT 13 S 50FT
EX E 192 FT

Tax ID 80-2009-0044

TRANSFER OF OWNERSHIP

Table with columns: Date, Transferor, Recipient, Bk/Pg, Value. Includes entries for 05/03/2000, 10/14/1996, and 05/18/1988.

Printed 12/11/2008 Card No. 1 of 1

COMMERCIAL

VALUATION RECORD

Table with columns: Assessment Year, Reason for Change, Use Chg, Misc, 100pct AV, 4Y Reval, Ann Adj, Ann Ad, True Tax Value B. Shows valuation data from 1998 to 2008.

LAND DATA AND CALCULATIONS

Table with columns: Rating, Measured Acreage, Table, Prod. Factor, Soil ID, Effective Frontage, Effective Depth, Base Rate, Adjusted Rate, Extended Value, Influence Factor, Value. Includes zoning and land type information.

Zoning => CM3

\*\*\*\*\*
2008 payable 2009 values have not been finalized and are subject to change by state and local assessing officials.
\*\*\*\*\*

\*: 2007 payable 2008 Form 11 (dated 2/19/2008)
001: "CHERRY BARN COLLECTABLES & ANTIQUES"
2000: ADDED PAVING
2008: MISC.
05/20/08 - Rec# 2008022394 5/7/08 - Warranty Deed
Limitation Of Access Control Line Horace A Hade & Sharon J
Hade Rev Trst Dtd May 1, 2000 being ref'd only.
AX01: Annex for 2001
ChID: Previous parcel\_id: 80-2009-0044
REVL: 2003 reassessment CLT
RT-Corrected wall height-per CLT's wksheet

FARMLAND COMPUTATIONS
Parcel Acreage
81 Legal Drain NV [-]
82 Public Roads NV [-]
83 UT Towers NV [-]
9 Homesite(s) [-]
TOTAL ACRES FARMLAND
TRUE TAX VALUE

Supplemental Cards
TRUE TAX VALUE 30000
Measured Acreage
Average True Tax Value/Acre
TRUE TAX VALUE FARMLAND
Classified Land Total
Homesite(s) Value (+)
Supplemental Cards
TOTAL LAND VALUE 30000

IMPROVEMENT DATA

PHYSICAL CHARACTERISTICS

ROOFING

Metal

FRAMING

	B	1	2	U
Wd Jst	0	1250	0	0

FINISH

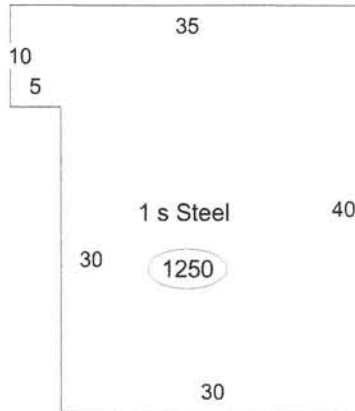
	UF	SF	FO	FD
1	0	0	1250	0
Total	0	0	1250	0

HEATING AND AIR CONDITIONING

	B	1	2	U
Heat	0	1250	0	0
A/C	0	1250	0	0

CHERRY BARN

01



P Key GCM34  
#Units  
AVSize  
Floor 1  
Perim 150  
PAR 12  
Height 15  
Use GENRET  
Use SF 1250  
Use % 100.00%

Rate 88.28  
Fr Adj -2.37  
WH Adj 3.33  
Ot Adj 0.00  
BASE 89.24  
BPA % 100%

Subtot 89.24

U Fin 0.00  
Ot Adj 0.00  
IntFin 0.34  
Div W -3.26  
Lightg 0.00  
AirCon 0.00  
Heat 0.00  
Sprink 0.00

SF Pr 86.32  
x SF 107900

Subtot 107900  
Plumb 0  
SpFeat 0  
ExFeat 0  
TOTAL 107900  
Qual/Gr C

RCN 108980

Use Dep 77/ 0

SPECIAL FEATURES

SUMMARY OF IMPROVEMENTS

Description	Value	ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Feat-ures	Adj Rate	Size or Area	Computed Value	Phys Depr	Obsol Depr	Market Adj	% Comp	Value
C GENRET	0.00					C	1940	1970	AV	0.00	N	0.00	1250	108980	77	0	100	100	25100
01 PAVING	5.00			85		C	1999	1999	AV	2.35	N	2.37	4 DIA	11950	60	0	100	100	4800

Data Collector/Date

01/01/1900

Appraiser/Date

01/01/1900

Neighborhood

Neigh 90707 AV

Supplemental Cards

TOTAL IMPROVEMENT VALUE

29900

**REAL ESTATE PURCHASE AGREEMENT**

1. **Agreement.** Buyer agrees to purchase and Seller agrees to sell the real estate located in the City of Fort Wayne, County of Allen, State of Indiana described as set forth in Exhibit "A" (to be supplemented) and commonly known as 9212 Lima Road, Fort Wayne, Indiana, 46825 (the "Property"). The sales price shall be \_\_\_\_\_ (\$ \_\_\_\_\_) plus a 4% Buyers Premium, making the total purchase price under this agreement \_\_\_\_\_ (\$ \_\_\_\_\_) ("the purchase Price").
2. **Terms.** The terms of the purchase shall be payment in cash of the full purchase price, less the earnest money paid, upon execution and delivery to Seller of a corporate warranty deed. **No Representation or Warranty as to Condition.** The Property is being sold and delivered "AS IS" and "WHERE IS" in its present condition, or as such condition exists on the closing date; and Seller disclaims any, and makes no further, warranty or representation as to the Property including as to the condition of any improvements, fixtures, soil conditions, or any environmental conditions on the Property. Buyer is not relying on any representations of Seller or its Agent in connection with this transaction.
3. **Taxes & Assessments.** The real estate taxes assessed for the current year, due and payable in the year following closing shall be prorated to the day of final closing.
4. **Financing.** Buyer agrees and acknowledges that Buyers obligation to purchase is not subject to any financing condition or other contingency.
5. **Proof of Title.** Seller will provide a policy of Owners Title insurance insuring in Buyer marketable title to the real estate as of a date after the date hereof.
6. **Disclaimers:** Charleston Auctions and Charleston Real Estate, and its agents, are exclusive agents of the seller in this transaction.
7. **Survey:** A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Buyer (s) and Seller will share survey expense 50:50. Combination purchases will receive a perimeter survey only.
8. **Closing.** The Real Estate shall close on or before July 10, 2009. The Closing fee shall be split 50/50 between buyer and Seller.
9. **Possession.** Seller shall give possession of the real estate to the buyer on the day of final closing.
10. **Binding.** For valuable consideration, the parties agree that this Agreement shall constitute a binding agreement, and Buyer herewith deposits \_\_\_\_\_ (\$ \_\_\_\_\_) with Seller, which is an amount equal to ten percent (10%) of the purchase price, including the buyer's premium, evidencing Buyer's good faith as a nonrefundable Earnest Money Deposit, to be held by Charleston Real Estate and to be applied towards the Purchase Price if the parties consummate the transaction. If the parties do not consummate the transaction, for any reason, the Earnest Money Deposit shall become the property of Seller and Charleston Real Estate and shall be non-refundable under any and all circumstances. In the event Buyer shall fail or refuse to conclude the sale on the terms herein set forth for any reason not provided for herein, then Seller, and Charleston (only to the extent Charleston shall be entitled to a Buyer's Premium) shall be entitled to all equitable or legal remedies, including to retain the sum herewith deposited as earnest money and receive actual attorneys' fees incurred. Again, the Earnest Money Deposit shall be nonrefundable except in the event of Seller's refusal to convey the Property.
11. **Miscellaneous.** This Agreement shall be binding upon and shall insure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and assigns. Buyer may not assign this Agreement or any interest therein without the consent of Seller. Time is of the essence regarding this Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modifications is sought.

IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective this \_\_\_\_ day of \_\_\_\_\_, 2009.

Seller: HORACE A & SHARON J TRUST

Buyer:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address/Phone)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Tax ID #)

\_\_\_\_\_  
(Address/Phone #)

## **AUCTION TERMS & CONDITIONS:**

**SEALED BID MATERIALS:** A SEALED BID AND PROPERTY INFORMATION/BIDDER'S PACKET has been prepared which provides general instructions and contains basic property information and all forms necessary to submit a sealed bid, including legal description, Real Estate Purchase Agreement, title report and property details. The package may be ordered from CHARLESTON AUCTIONS., 433 COUNCIL DRIVE, FORT WAYNE, IN 46825, call (260) 373-0850. Prospective bidders are advised to review all information available from Auction Company, seller, and other sources prior to submitting an offer to purchase. Materials provided to bidders are for informational purposes only and may not be relied upon. All sketches and dimensions in the brochure are approximate. It is highly recommended and encouraged that each bidder independently verify all information and perform his/her own physical inspection of the property. All information contained in the sale brochure and any related materials are subject to the terms and conditions outlined in the Purchase Agreement.

**PROCEDURE:** Sealed Bids shall be submitted on the property by June 12<sup>th</sup> at 5:00 PM (Eastern Standard Time). Property will sell to the highest bidder above \$60,000.00.

**BUYER'S PREMIUM:** There will be a 4% Buyer's Premium added to the high bid to determine the purchase price.

**CLOSING:** Closing shall occur on or before July 10<sup>th</sup>, 2009.

**REAL ESTATE TAXES & ASSESSMENTS:** The Real Estate taxes shall be prorated to the day of closing.

**SURVEY:** A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Buyer (s) and Seller will share survey expense 50:50. Combination purchases will receive a perimeter survey only.

**POSSESSION:** Possession of the property at closing.

**TITLE:** Owner shall furnish Buyer an owner's policy of title insurance in the amount of the purchase price, insuring title to the Property subject to easements, restrictions and agreements of record and apparent, and all matters which would be disclosed by an accurate survey or physical inspection of the Property. A preliminary Title Insurance policy will be available in the Bidder's packet.

**CONDITION:** Auction Company, seller and their respective officers, employees, and agents offer the property in an "as-is, where-is condition, with all faults. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the Property, including without limitation environmental and physical condition of the Property.

**OFFER REQUIREMENTS:** All offers must be sealed and the name and address of the offering party must appear on the outside front of the envelope. Offers must be in writing on the appropriate Purchase Agreement provided by the Auction Company in the Bidder's Packet and must be received by CHARLESTON AUCTIONS, 433 COUNCIL DRIVE, FORT WAYNE, IN 46825 by 5:00 P.M. on Friday June 12<sup>th</sup>, 2009. Bidder may deliver or use overnight delivery service. Bids to be notified by Monday June 15<sup>th</sup> prior to 5:00 PM. As long as the minimum reserve price of Sixty Thousand Dollars (\$60,000.00) is met the property will be sold.

**ALL OFFERS MUST BE ACCOMPANIED BY:**

**(a) Real Estate Purchase Agreement.** The Real Estate Purchase Agreement must be properly completed and signed. Bidders should carefully review the Real Estate Purchase Agreement to be used and any exhibits and addenda to the Real Estate Purchase Agreement.

**(b) A cashier's check for ten percent (10%) of bid price.** Check must be payable to "CHARLESTON REAL ESTATE." The check will be deposited only if bid is accepted. Checks submitted with unacceptable bids will be returned within three (3) days after the bids are rejected, but no later than Friday June 19<sup>th</sup>, 2009. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

**AGENCY:** Charleston Real Estate / Charleston Auctions, Inc. and its representatives are exclusive agents of the Seller.

**OFFER AND ACCEPTANCE:** The Seller reserves the right to request a "Best and Final Offer". Officers, employees and agents offer the property in an "as is, where is condition, with all faults". Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquires, and due diligence concerning the property, including without limitation environmental and physical condition of the property.



**Prepared for:**

Charleston Auctioneers  
433 Council Dr.  
Fort Wayne, IN 46825  
Adam Olson

**cc:**

**cc:**

**cc:**

**Your Reference:**

**Property Address:** 9212 Lima Road, Fort Wayne, IN 46818

**Buyer:** To Be Determined

**Seller:** Horace A. Hade and Sharon J. Hade

**When making inquiries, please reference File No:** 432098

***Closing inquiries should be directed to: Metropolitan Title Company, a division of First American Title Insurance Co., (260)497-9469***

**Closing offices at the following convenient locations:**

		<b>Phone:</b>	<b>Fax:</b>
<b>Downtown</b>	251 East Ohio Street, Suite 200, Indianapolis 46204	317-684-7556	317-684-7550
<b>North</b>	8365 Keystone Crossing, Suite 102, Indianapolis 46240	317-259-1200	317-259-7425
<b>East</b>	10057 East Washington Street, Indianapolis, IN 46229	317-895-9690	317-898-1440
<b>Avon</b>	10100 East US Highway 36, Suite D, Avon 46123	317-271-5656	317-271-5673
<b>Carmel</b>	600 East Carmel Drive, Suite 125, Carmel 46032	317-816-9988	317-816-0963
<b>Greenfield</b>	1481 Jason Road, Greenfield 46140	317-462-6835	317-462-7144
<b>Greenwood</b>	373 Meridian Parke Lane, Suite D-1, Greenwood 46142	317-881-7200	317-881-7284

**Wire Instructions:**

Wire to: FIRST AMERICAN TRUST, FSB  
5 First American Way  
Santa Ana, CA 92707

ABA: 122241255

For Credit to: First American Title Insurance Company  
Indiana Escrow Account

Account Number: 3087400000



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Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 432098  
2511

Date Printed: May 14, 2009

1. Commitment Date: April 27, 2009 @ 8:00 AM

2. Policy or Policies to be issued: Policy Amount  
(a) ALTA Owners Policy (6-17-06) \$1,000.00

Proposed Insured:  
To Be Determined

Policy or Policies to be issued: Policy Amount  
(b) ALTA Loan Policy (6-17-06) \$0.00

Proposed Insured:  
None

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Horace A. Hade and Sharon J. Hade, husband and wife and Horace A. Hade and Sharon J. Hade, as Trustees  
under the Horace A. Hade and Sharon J. Hade Revocable Trust dated May 1, 2000 as their respective interests  
appear subject to the life estate interests of Horace A. Hade and Sharon J. Hade

4. The land referred to in this Commitment, situated in the County of Allen, State of Indiana, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

9212 Lima Road Fort Wayne, Indiana 46818



Issued By: Metropolitan Title Company, a division of First American Title Insurance Co.  
For questions regarding this commitment contact;  
(260)497-9469 or fax to (260)489-0584  
10016 Auburn Park Dr., Fort Wayne, IN 46825

## Schedule B – Section I

Commitment No.: 432098

### *General Requirements*

The following requirements must be met:

- a. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- b. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- c. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- d. Pay us the premiums, fees and charges for the policy.
- e. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- f. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.
- g. You must file a Disclosure of Sales Information form 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. The filing fee is based on the county and number of tax parcels.
- h. 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.
- i. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
- j. 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 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.  
The affirmation statement must appear after the point of the Prepared By statement at the conclusion of the document, or be an additional page, if necessary.
- k. By virtue of I.C. 27-7-3.6, the Title Insurance Enforcement Fund Fee (TIEFF) of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. (When using a HUD-1 form, the fee should be designated in the 1100 series.)

Schedule B of 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:

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.

End of Schedule B - Section I

Schedule B - Section II

### *Part One: General Exceptions*

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Schedule B - Section II  
Continued on next page

Schedule B - Section II  
Continued

*Part Two: Specific Exceptions*

1. Real estate taxes assessed for the year 2007 are due in two installments payable May 10, 2008 and November 10, 2008:  
Parcel No.: 02-07-03-402-010.000-073  
May Installment of \$724.51 is paid  
November Installment of \$724.51 is paid

Tax Year:	Current Year 2007 due 2008	Next Year 2008 due 2009
Land:	\$ 24,000.00	\$N/A
Improvements:	\$ 32,800.00	\$N/A
Homeowners Exemption:	\$ 0.00	\$N/A
Mortgage Exemption:	\$ 0.00	\$N/A
Other Exemption:	\$ 0.00	\$N/A

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2008 due in May and November, 2009.

2. Real estate taxes assessed for the year 2007 are due in two installments payable May 10, 2008 and November 10, 2008:  
Parcel No.: 02-07-03-402-013.000-073  
May Installment of \$56.13 is paid  
November Installment of \$56.13 is paid

Tax Year:	Current Year 2007 due 2008	Next Year 2008 due 2009
Land:	\$ 4,400.00	\$N/A
Improvements:	\$ 0.00	\$N/A
Homeowners Exemption:	\$ 0.00	\$N/A
Mortgage Exemption:	\$ 0.00	\$N/A
Other Exemption:	\$ 0.00	\$N/A

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2008 due in May and November, 2009.

3. Real estate taxes assessed for the year 2007 are due in two installments payable May 10, 2008 and November 10, 2008:

Parcel No.: 02-07-03-402-014.000-073  
May Installment of \$652.62 is paid  
November Installment of \$652.62 is paid

Tax Year:	Current Year 2007 due 2008	Next Year 2008 due 2009
Land:	\$ 9,700.00	\$N/A
Improvements:	\$ 141,400.00	\$N/A
Homeowners Exemption:	\$ 45,000.00	\$N/A
Mortgage Exemption:	\$ 3,000.00	\$N/A
Other Exemption:	\$ 0.00	\$N/A

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2008 due in May and November, 2009.

4. Mortgage recorded March 24, 2004 as document 204020805 made by Horace A. Hade and Sharon J. Hade, husband and wife to Mortgage Electronic Registration Systems, Inc., solely as nominee for America's Wholesale Lender, to secure a note in the originally stated principal amount of \$101,250.00, and to the terms and conditions thereof.
5. Life Estate Interest of Horace A. Hade and Sharon J. Hade, disclosed by instrument recorded as Instrument Nos. 200026323, 200026325 and 200026326.
6. Easement recorded in Deed Record 586, page 268.
7. Indiana and Michigan Electric Company easement recorded in Deed Record 595, page 66.
8. The permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility to be known as State Road 3, to and from the owners real estate along the lines described in a Warranty Deed recorded in the Office of the Recorder of Allen County, Indiana as Instrument No. 2008022394.
9. Temporary highway easement recorded as Instrument No. 2008022395.

End of Schedule B - Section II

**EXHIBIT A  
LEGAL DESCRIPTION**

File No.: 432098

The land referred to in this Commitment, situated in the County of Allen, State of Indiana, is described as follows:

The West 82 feet of the East 132 feet of Lots Numbers 12, 13 and 14, together with the West 60 feet of the East 192 feet of Lot Number 12 and together with the South 50 feet of the West 60 feet of the East 192 feet of Lot Number 13, all being in Aldale Acres Amended Addition in Section 3, Township 31 North, Range 12 East, Allen County, Indiana, as recorded in Plat Record 10, page 94.

And

The South 50 feet of Lot 13 Aldale Amended Addition in Section 3, Township 31 North, Range 12 East, Allen County, Indiana, except the East 192 feet thereof and subject to road right-of-way over the Westerly 50 feet thereof for Lima Road.

**Commitment for Title Insurance**  
**FIRST AMERICAN TITLE INSURANCE COMPANY.**



First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

*First American Title Insurance Company*

BY  PRESIDENT  
ATTEST  SECRETARY



**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **Metropolitan Title Company, a division of First American Title Insurance Co.**  
10016 Auburn Park Dr.  
Fort Wayne, Indiana 46825  
Ph: (260)497-9469 or Fax to: (260)489-0584

## NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We want you to know that the privacy and confidentiality of your personal information is very important to Metropolitan Title Company, . We value your business and we want to retain your trust. In the course of providing products and services to you, we may obtain nonpublic personal information about you. We are required by law to provide you with this notice in order to inform you how Metropolitan Title Company collects, uses and safeguards your nonpublic personal information. This notice also tells you how you can limit our disclosure of personal information about you.

### **What Information Do We Collect**

We may obtain nonpublic personal information about you from the following sources:

- Information we receive from you from applications or other forms;
- Information about your transaction with us from our files or from our affiliates;
- Information about your transaction with nonaffiliated third parties such as your real estate agent or lender;

The information we obtain includes, but is not limited to, your name, address, social security number, employer, income, account information from financial institutions, parties to a transaction and credit card usage.

### **What Information Do We Disclose**

To meet your needs with quality products and services we may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

#### AFFILIATES

Our affiliates are the family of companies controlled by Metropolitan Title Company, or under common control with another company. We may share the types of information described above, as permitted by law, with our affiliates for purposes of marketing or market research.

#### NON-AFFILIATES

Nonaffiliated third parties are those not part of the family of companies controlled by Metropolitan Title Company, or not under common control with another company.

#### Service Providers, Contractors

Any service providers or contractors used by Metropolitan Title Company, are required to follow the terms of our Privacy Policy. Access to your nonpublic personal information by a service provider or contractor is restricted to the purpose for which they have been retained by Metropolitan Title Company, .

#### Joint Marketing

We may disclose your personal information to a nonaffiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

#### Other Non-Affiliates

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

METROPOLITAN TITLE COMPANY, DOES NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT THEIR CUSTOMERS OR FORMER CUSTOMERS EXCEPT, AS PERMITTED OR REQUIRED BY LAW.

### **The Confidentiality and Security of Your Nonpublic Personal Information**

Metropolitan Title Company, restricts the access to your nonpublic personal information to those employees who need to know the information in order to provide products and/or services to you. Our employees are required to maintain the confidentiality and privacy of our customers. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Changes to this policy

We may amend this policy at any time, and we will inform you of any changes as required by law.

#### Your Privacy Choices

The law allows us to share with our affiliates your personal information and information about our transactions or experiences with you. The law also allows us to share your personal information with our contractors and service providers.

If you prefer that we not disclose information about you to nonaffiliated third parties, you may direct us not to share this information by calling our Office at 1-800-848-5375. Please provide your name, address including city and state of the property and our file number.