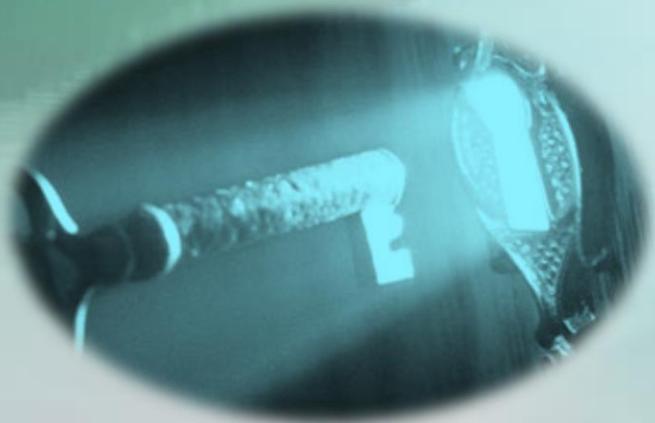


Unlocking the Mystery of Title Commitments

Presented by:

Jenna Majors

Senior Account Manager
Meridian Title Corporation

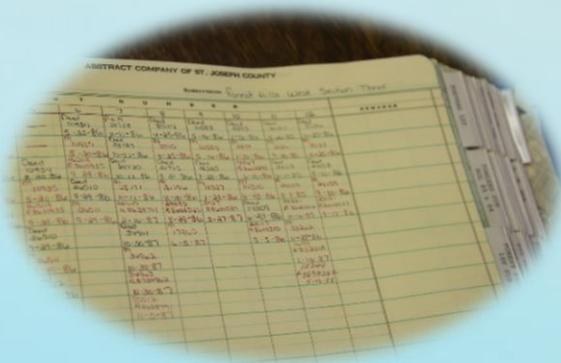


What we will cover today:

- What is Title Insurance
- The Title Search
- Commitment vs Policy
- Types of Policies
- What Will I Find Where
- Review of an Actual Commitment
- The Benefit to the Consumer



It All Begins With A Title Search



County Offices

Title Plants

On-Line Resources



The Title Search

The most accurate description of title is a bundle of rights in real property.

A title search is the process of determining from the public record just what these rights are and who owns them.



A title search is a means of determining that the person who is selling the property really has the right to sell it, and that the buyer is getting all the rights to the property (title) that he or she is paying for.

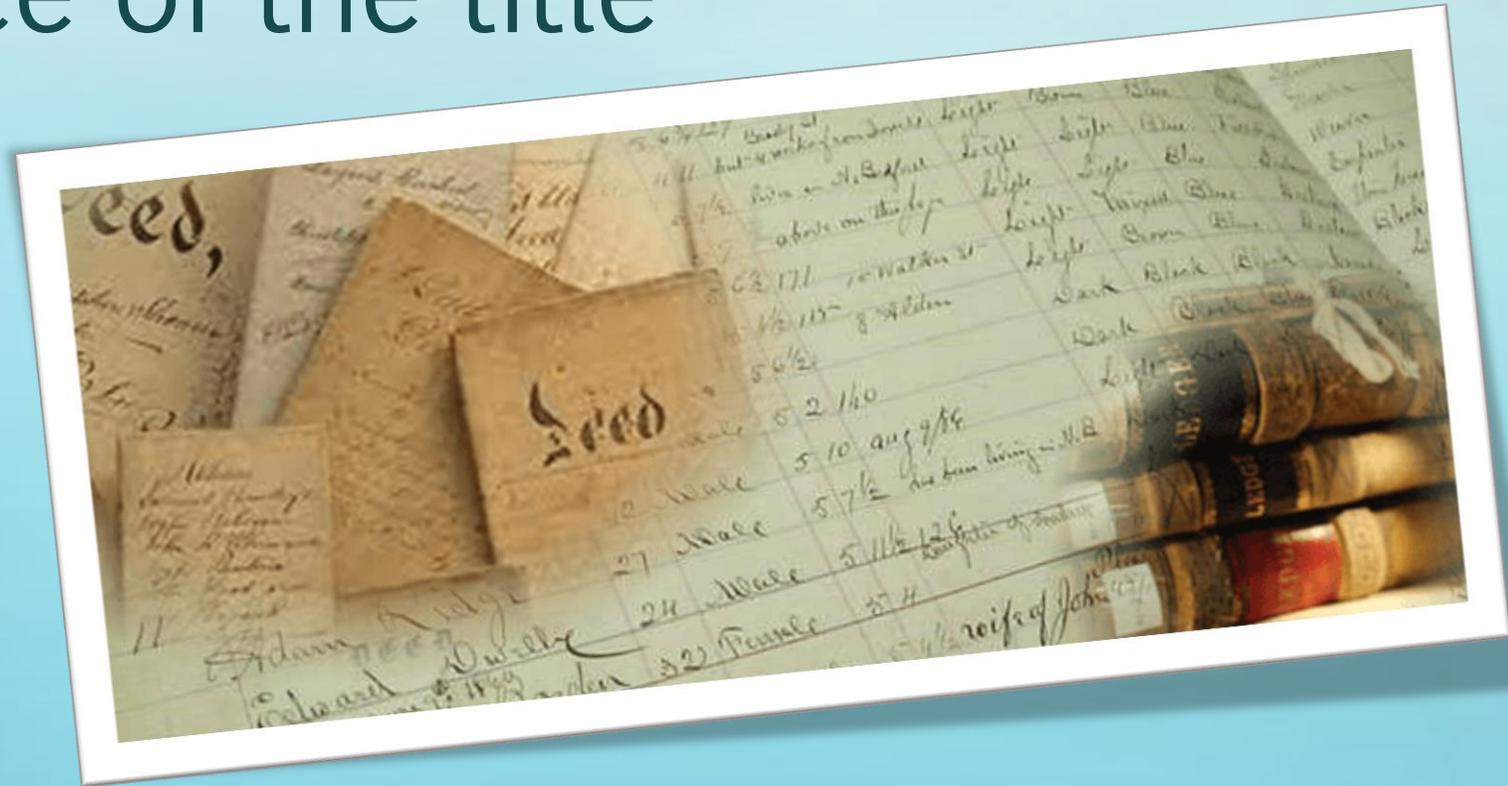


In those transactions where title insurance is involved, the title company must determine insurability of the title as part of the search process.

This leads to the issuance of a title policy, which insures the existence or non-existence of rights to the property.



Chain of Title—the linkage of property ownership that connects the present owner to the original source of the title



Chain of Title



This is simply a history of the ownership of a particular piece of property, telling who bought it and sold it, and when.

The information may be derived from public records, usually a County Clerk's or Recorder's Office — or obtained from title plants privately owned and maintained by title companies.

There are great varieties of such plants — index cards, punch cards, tract books, even sophisticated computerized plants.

However, they all contain essentially the same information from which the history of the title may be secured.

Tax Search

The tax search will reveal if taxes are current or whether any taxes are past due and unpaid from previous years.





This is a search to determine the present status of general real estate taxes against the property.

The tax search will indicate the existence of any special assessments against the land and, if so, whether or not these assessments are current or past due.



Court House Offices We Consult to Complete the Tax Search



- Assessor
 - Assessed Value
 - New Construction
- Auditor
 - Deductions/Exemptions
 - Tax Sale/Redemptions
- Treasurer
 - Current Billing
 - Delinquent Taxes

A due and unpaid tax or special assessment is a prior lien or claim on the property above all others



If a buyer purchases property with unpaid and past due taxes or assessments against it, he or she is likely to find a government body

Village

County

State



placing the property up for sale to pay those taxes or assessments.

Judgements & Name Search



MERIDIAN
TITLE CORPORATION

Judgement Liens

Ever wonder why a judgment for an unpaid medical bill or other debt unrelated to real estate becomes a lien on the person's home? Well, simply put, it's the law.

A judgment entered into the docket of the Indiana Court in the county in which the real estate is located is a lien against all the real estate owned by or acquired by a judgment debtor for 10 years. It is important to know that a judgment must be entered in the county where the real estate is located. For example, a judgment entered in St. Joseph County is not a lien on property in Elkhart County unless or until it is transferred to and entered in the appropriate Elkhart County Court. Likewise, a judgment entered in another state's court is not a lien on real estate in Indiana even if the judgment is recorded in the recorder's office in the county where the real estate is located. Also, note that a judgment becomes a lien on property acquired after the judgment was entered. For instance, a judgment entered in 2006 will be a lien against the real estate acquired by the debtor in 2008.

Another important fact to consider is that the judgment must be entered against the titleholder of the real estate. Judgments entered against a husband only are not a lien against the real estate owned by the husband and his wife together as tenants by the entireties (NOTE: SEE BELOW THE EXCEPTION TO THIS RULE FOR FEDERAL TAX LIENS). If a judgment was against one spouse while that one spouse owned the property, the act of getting married and putting the real estate in husband and wife does not avoid the judgment lien.

There are various methods in removing a judgment lien from the real estate. The simplest way is to pay the judgment in full from the closing proceeds and have the creditor's attorney file a satisfaction in full in the judgment docket. Another method is to have the judgment be partially released. This can be utilized if the creditor feels comfortable in knowing that the debtor owns other real estate. A partial release only releases the particular real estate so that the creditor still has a judgment lien remaining on other property of the debtor. Under the Bankruptcy Code, a judgment debtor may, at times, avoid the judgment lien where it would not be a lien against the real estate. Lastly, on occasion the title company may be willing to "insure over" the judgment lien, which means the lien is not released but the title company's insured is protected against the enforcement of the lien.

NOTE: As a result of a U.S. Supreme Court case, a federal tax lien against one spouse in a tenancy by the entirety attaches to the tenancy by the entireties property. Please remember that, although the federal tax lien against one spouse will attach to the husband and wife purchaser's property, a purchase money mortgage will have priority over the previously filed federal tax lien.

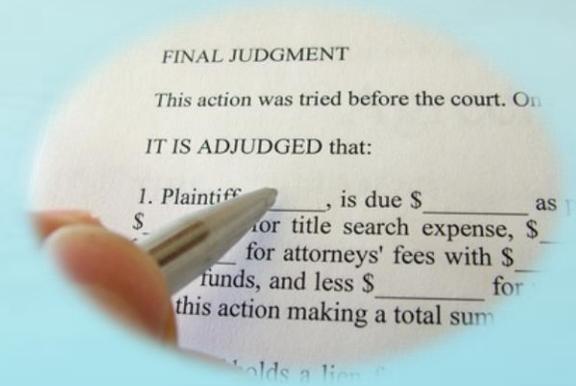
800.777.1574 • meridiantitle.com

Judgment and Name Search

One of the most important parts of the title search is to determine if there are any unsatisfied judgments against the seller or previous owners which were in existence while they owned the title.



A judgment is a general lien against the debtor's real estate and constitutes security for any money owed under the judgment.



The real estate can be sold to satisfy the judgment.

It is extremely important to be sure that a title is not subject to judgments against the seller or previous owners.

Title insurance provides this protection.



A judgment against a person named Smith may affect the title of a seller named Smith, depending on whether or not they are the same person.



All possible variations of the name must be examined.

For example, the name *Smith* might be spelled

- *Schmidt, Schmid, Schmidtt, Schmidz, Schmied, Schmiedt, Smid, Smythe*, and so on.
- The name *Nichols* can be spelled 73 different ways, from *Nachols* to *Nychals*.
- The task is to determine which of these applies to the owner in question.
- First names have to be checked, too.
- There are 25 foreign forms of *John*, including *Johann, Jehan, Hans, Shaun, Gudi*, and *Efom*.

An ID affidavit may be needed to determine if items found are one in the same as the seller



Identification Affidavit



IDENTIFICATION AFFIDAVIT

Property Address: 123 North Home To Me Lane, Granger, IN 46530
Property County: Saint Joseph

John Doe, being first duly sworn, upon oath, deposes and swears:

THAT, by executing this affidavit, Affiant acknowledges receipt of a copy of Commitment No. SALES DEMO.

THAT, Affiant owns an interest in or is a prospective purchaser/mortgagor of the real estate described in the above numbered Commitment.

THAT, the above Commitment has been issued in connection with the Affiant's transaction regarding the real estate described in said Commitment.

THAT, in processing said Commitment, Meridian Title Corporation has found judgment liens or exceptions indexed against Affiant or a similarly named person and that in order to induce Meridian Title Corporation to issue a Commitment for the affected real estate, Affiant voluntarily provides the following identification information:

- 1) Current Full Legal Name: _____
- 2) Other Name(s) Used or Previously Used: _____
(Maiden or other Married Names)
- 3) Social Security Number: _____
- 4) Date of Birth: _____
- 5) If Currently Married, Name of Spouse: _____
If divorced, Name of Ex-spouse(s): _____
- 6) Current and previous address(es) of residence of Affiant for the past ten years:
A) _____ B) _____ C) _____

- 7) If Affiant has done business using a Federal Identification Number: List the following information for the past ten years.
A) Name of Business: _____ B) Federal ID Number: _____

FURTHER, Affiant declares that he/she is not the defendant named in the judgment liens or exceptions contained in the above referenced Commitment and described as follows:

N/A

ALSO, Affiant is aware that Meridian Title Corporation is relying on the information contained in this Affidavit and will use this information to delete or add item(s) to the Commitment for Title Insurance and that those item(s) or non-existence thereof will become part of the Policy of Title Insurance, and

THAT Meridian Title Corporation may provide this Affidavit and the information contained therein to other Title Insurance Companies who may use or rely on this information to issue a Policy of Title Insurance.

THEREFORE, for and in consideration of Meridian Title Corporation issuing a Policy of Title Insurance in connection with the aforementioned Commitment Affiant agrees that in the event that Meridian Title Corporation its successors and/or assigns, or other Title Insurance Companies incur a loss or a claim is filed relating to the information contained herein, whether or not Affiant knew, had knowledge or was mistaken as to the validity or existence of any judgment/exceptions contained herein, Affiant will indemnify Meridian Title Corporation its successors and/or assigns or other relying Title Insurance Company for such a loss or claim and any other reasonable costs relating to such loss or claim, including but not limited to attorney fees or court costs.

SIGNED this _____ day of _____

John Doe

State of Indiana, County of Saint Joseph ss:

Subscribed and sworn to before me, the undersigned a Notary Public in and for said County and State, this _____ day of _____

My Commission Expires: _____
Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

This instrument was prepared by:

Who is in title & how title is held impacts
what is shown on the title commitment



Rights established by judgment decrees, unpaid federal income taxes, and mechanic's liens all may be prior claims on the property, ahead of the buyer's or lender's rights.



If a judgment is discovered that constitutes a defect in the title, it is pointed out, and the seller must then eliminate it before the title of the new buyer can be insured free and clear of that judgment.



Lien Search

A lien is a notice attached to your property telling the world that a creditor claims you owe it some money.

A lien is typically a public record.

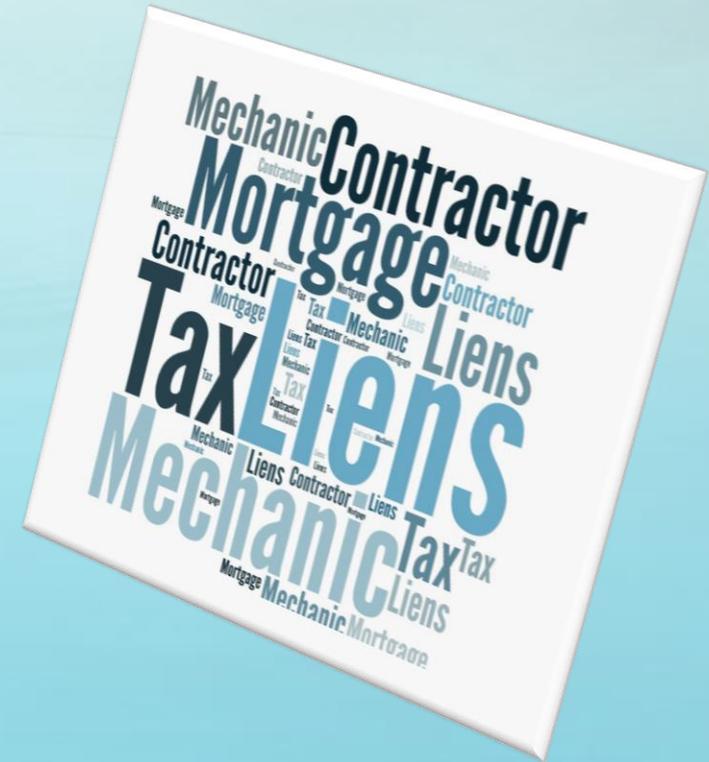
It is generally filed with a county records office (for real property) or with a state agency, such as the secretary of state (for cars, boats, office equipment, and the like).

Liens on real estate are a common way for creditors to collect what they are owed.



Various Types of Liens Can Be Placed Against Property

- Consensual
 - Purchase Money Mortgage Security Lines
 - 2nd Mortgages
 - Homequity Liens of Credit
- Statutory
 - Mechanic's Liens
 - Property Tax Liens
- Judgement Liens



Have you ever wondered why you need title insurance?

- Your home may be new to you, but every property has a history.
- A thorough title search can help uncover any title defects tied to your property.
- And, subject to the terms of the policy, your title insurance provides protection for you from title problems that may become known after you close your transaction.





Some common title issues are:

Errors In Public Records

To err is human, but when it affects your homeownership rights, those mistakes can be devastating.



Clerical or filing errors could affect the deed or survey of your property and cause undo financial strain in order to resolve them.

Unknown Liens



Prior owners of your property may not have been meticulous bookkeepers — or bill payers.

Even though the former debt is not your own, banks or other financing companies can place liens on your property for unpaid debts even after you have closed on the sale.

This is an especially worrisome issue with distressed properties.

Illegal Deeds

While the chain of title on your property may appear perfectly sound, it's possible that a prior deed was made by an undocumented immigrant, a minor, or a person of unsound mind.

These instances may affect the enforceability of prior deeds, affecting prior (and possibly present) ownership.



Missing Heirs



When a person dies, the ownership of his home may fall to his heirs, or those named within his will.

However, those heirs are sometimes missing or unknown at the time of death.

Other times, family members may contest the will for their own property rights.

These scenarios — which can happen long after you have purchased the property — could affect your rights to the property.

Forgeries

Unfortunately, we don't live in a completely honest world.



Sometimes forged or fabricated documents that affect property ownership are filed within public records, obscuring the rightful ownership of the property.

Once these forgeries come to light, your rights to your home may be in jeopardy.

Boundary/Survey Disputes

You may have seen several surveys of your property prior to purchasing, however, other surveys may exist that show differing boundaries.

Therefore, a neighbor or other party may be able to claim ownership to a portion of your property.



Undiscovered Will

When a property owner dies with no apparent will or heir, the state may sell his or her assets, including the home.



When you purchase such a home, you assume your rights as owner.

However, even years later, the deceased owner's will may come to light and your rights to the property may be seriously jeopardized.

False Impersonation of Previous Owner



Common and similar names can make it possible to falsely "impersonate" a property owner.

If you purchase a home that was once sold by a false owner, you can risk losing your legal claim to the property.

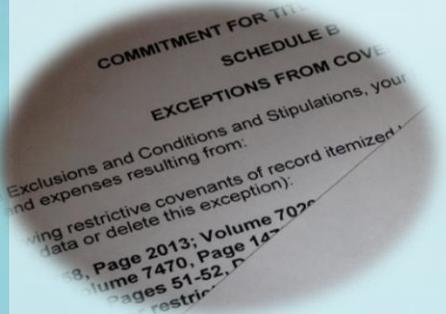
Title Insurance VS Other Insurance

Title Insurance

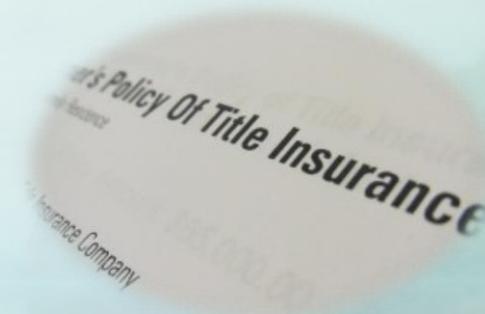
- Protects against losses arising from unknown or undisclosed defects in the past
- One-time charge paid at the time of closing
- Policy is good for as long as you own the property or for a loan policy, for the life of the loan

Other Insurance

- Protects against future events
- Annual premiums
- Policy is good for the amount of time you have paid for



Commitment VS Policy



- A title commitment is the document by which a title insurer discloses to all parties connected with a particular real estate transaction all the liens, defects, and burdens and obligations that affect the subject property.
- It lists all requirements that must be met before a title company can insure a title as “marketable” or a loan as having a certain priority.
 - *Marketable title* is a title free from reasonable doubt or defect, which can be readily sold or mortgaged.
 - It is a title that assures a purchaser “quiet and peaceful enjoyment” of the property, yet marketable title may have certain encumbrances that a reasonable purchaser would be willing to accept.
- This assurance of a title commitment by a title company provides a safe procedure for purchasers and lenders to close transactions before the actual title policies have been issued.

Title Policy

- Title Insurance is a contract of indemnity that protects the owner or lender, according to the contract terms, against loss or damage from title defects
- Is issued once all the stipulations on the commitment to insure are met
- Serves as the protection for the owners against claims against their property rights



Types of Policies Issued

OWNERS TITLE INSURANCE

- Also called an Owner's Policy
- Usually issued in the amount of the real estate purchase
- Purchased for a one-time fee at closing
- Lasts as long as you or your heirs have an interest in the property
- Fully protects the buyer should a covered problem arise which was not found during the search on the property

LENDERS TITLE INSURANCE

- Also known as a Loan Policy
- Issued for the life of the loan
- Most lenders require this when they issue a loan
- Usually issued in the amount of the loan
- Protects the lenders interest in the property should problems with title arise
- Policy amount decreases each year and eventually disappears as the loan is paid off in full

Schedule A

The **Schedule A** portion contains the “Who, What, Where and How Much” details of the transaction.

- Specifies the effective date
- The types of policies to be issued
- The names of the current property owner (seller)
- The proposed insured (buyer)
- The legal description of the property
- The amount of insurance (sales price)
- The name of the proposed insured lender
- Loan amount (if applicable and available)

SCHEDULE A

Schedule B-I

The **Schedule B-I** section is considered the “requirements section” and lists the items that must be cleared-up or satisfied in order to issue a policy covering the new owner and/or the lender.

Examples include:

- Payment and release of mortgages,
- Judgments
- State and federal tax liens
- Entity or estate documentation
- Warranty deeds
- Payment of real estate taxes
- Homeowner’s association assessments

Schedule BII

The **Schedule B-II** section notifies the buyer and/or lender of certain exceptions from coverage.

The items listed on this Schedule will appear as exceptions from coverage on the final title insurance policy unless agreed upon to be removed by the title company.

These would include things such as

- Survey matters
- Unfiled mechanic liens
- Easements (recorded and unrecorded)
- Taxes
- Covenants, conditions and restrictions (CC&R's);
- Mineral reservations

Review of a Title Commitment

SCHEDULE A

MERIDIAN TITLE CORPORATION
Agent for: Arsenal Insurance Corporation
Indianapolis Office
3850 Priority Way South Dr., Ste. 120
Indianapolis, IN 46240
317 566 9520
317 566 9521 FAX
indy@meridiantitle.com

File No.: SALES DEMO Effective Date: September 15, 2016 at 9:00 AM
Customer Reference No.: 123456-7 Property Address Reference: 123 North Home To Me Lane, Indianapolis, IN 46240

1. Policy or Policies to be issued:

(a) ALTA Homeowner's Policy 02/03/10 Amount \$370,000.00
Proposed Insured: John A. Buyer and Mary Lou Buyer, Husband and Wife

(b) ALTA Loan Policy 06/17/06 Amount \$200,000.00
Proposed Insured: Demo Lender Loans, its successors and/or assigns as defined in the Conditions of this policy

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

3. Title to said estate or interest in said land is at the effective date hereof vested in Bill Seller and Mary Seller, Husband and Wife and Ralph Seller, Surviving Spouse of Inna Seller, all as Tenants in Common, Subject to a Life Estate Interest of Jane Seller, subject to the Land Contract Interest of John A. Buyer and Mary Lou Buyer

4. The land referred to in this Commitment is located in the County of Marion, State of Indiana described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned By:


This Commitment is valid only if Schedule B is attached.
Schedule A consists of 2 page(s)

Title Commitment Content, Tips and Tidbits

A. Indicates who will be the underwriter on the file.
Tip: The Underwriter is who insures the policy and who is communicated with in the event of a claim. You may have a customer with brand preference. Meridian Title prepares and issues the policy as an agent for most of the large national underwriters.

B. Meridian Title file number.
Tip: Because there are multiple transactions with the same address, using the file number will help ensure that communication is occurring on the correct file.

C. Effective Date-this date indicates the time frame for information included in the commitment.
Tip: Anything that occurs after this date is not shown on the commitment. The effective date is based on availability of court house records.

D. Property Address.
*Tip: Note, the property address is for reference only and is not insured to be correct. The legal description is what is used to define the property being insured. When insuring the address is a requirement of the transaction, an endorsement can be obtained to insure the address. *There may be a fee for the endorsement.*

E. Indicates what type of policy will be issued.
Tip: The Purchase Agreement may have language about what type of policy will be issued. For a better explanation of the various policy types and coverage, please see your Meridian Title Account Manager, www.meridiantitle.com or contact the office nearest you.

F. Indicates the coverage amount of the owner's policy that will be issued.
Tip: Typically this is purchase price for transaction.

G. Indicates how the buyer is going to take title.
Tip: Title vesting may have an impact the rights of parties involved or the rights of their individual creditors.

H. Indicates what type of loan policy will be issued and who is to be the proposed insured.

MERIDIAN TITLE CORPORATION

Agent for: Arsenal Insurance Corporation
Indianapolis Office
3850 Priority Way South Dr., Ste. 120
Indianapolis, IN 46240
317.566.9520
317.566.9521 FAX
indy@meridiantitle.com

A

File No.: SALES DEMO

B

Effective Date: September 15, 2016 at 8:00 AM

C

Customer Reference No.: 123456-7

Property Address Reference: 123 North Home To Me Lane,

D

Indianapolis, IN 46240

1. Policy or Policies to be issued:

(a) ALTA Homeowner's Policy 02/03/10 Amount \$370,000.00

E

F

Proposed Insured: John A. Buyer and Mary Lou Buyer, Husband and Wife

G

(b) ALTA Loan Policy 06/17/06 Amount \$200,000.00

H

I

Proposed Insured: Demo Lender Loans, its successors and/or assigns as defined in the Conditions of this policy

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

J

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

K

Bill Seller and Mary Seller, Husband and Wife and Ralph Seller, Surviving Spouse of Ima Seller, all as Tenants in Common, Subject to a Life Estate Interest of Jane Seller, subject to the Land Contract Interest of John A. Buyer and Mary Lou Buyer

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

SEE ATTACHED EXHIBIT "A"

L

Countersigned By:



This Commitment is valid only if Schedule B is attached.
Schedule A consists of 2 page(s)

EXHIBIT A



TRACT I: Lot Numbered Two (2) as shown on the recorded Plat of Dark Forest Subdivision, Section Six (6), recorded in Plat Book 1, page 1 in the Office of the Recorder of Marion County, Indiana. Together with the North One-Half (1/2) of the vacated alley adjacent thereto.

TRACT II: Rights and benefits of an Ingress and Egress Easement as set out in an Easement Agreement dated January 21, 1986 and recorded January 22, 1986 in Deed Record 199, page 44 in the Office of the Recorder Marion County, Indiana.

TRACT III: Rights and benefits of Joint Driveway Agreement dated February 8, 1994 and recorded February 16, 1994 as Document Number 9411386 in the Office of the Recorder of Marion County, Indiana.

Arsenal Insurance Corporation

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

N

1. Notification in writing is required for all changes to this Commitment. Additional requirements may be imposed after review of said notification.
2. Payment of all title premiums and charges.
3. 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. (Note: The insurer reserves the right to raise additional requirements if there has been new construction on the real estate within 60 days prior to the effective date of this commitment.)

4. Properly executed and acknowledged Warranty Deed from Bill Seller and Mary Seller, and Ralph Seller, surviving spouse of Ima Seller, deceased, to John A. Buyer and Mary Lou Buyer in Compliance with Land Contract dated December 7, 1993 and recorded December 7, 1993 as Document Number 9300000 in the Office of the Recorder of Marion County, Indiana.

NOTE: We have been informed that Bill Seller will execute a deed as Attorney-in-Fact for Ralph Seller. As of this commitment's effective date, we find no Power of Attorney recorded. The Company reserves the right to review and accept the Power of Attorney. Further, said Power of Attorney should be recorded before the deed.

NOTE: In order to properly transfer the required deed it is necessary that Ralph Seller attest to the fact that he was married continuously to Ima Seller, the deceased spouse from the date that they took title as husband and wife. Further, the Grantor should attest to the place and date of death of said deceased spouse.

NOTE: Life Estate of Jane Seller was created by a Warranty Deed to Bill Seller and Mary Seller, Husband and Wife and Ralph Seller and Ima Seller, Husband and Wife, all as Tenants in Common, dated January 1, 1979 and recorded January 1, 1979 in Instrument No. 79-15684 in the Office of the Recorder of Marion County, Indiana.

NOTE FOR INFORMATION: Deed must convey the Life Estate Interests.

5. Properly executed mortgage securing your loan.
6. Payment and Release of Mortgage in the amount of \$50,000.00 from Bill Seller and Mary Seller, Husband and Wife to Ralph Seller and Ima Seller, Husband and Wife, and Jane Seller, all as Tenants in Common to First Bank of Somewhere, dated June 14, 1996 and recorded July 2, 1996, in Mortgage Record 981, page 66 in the Office of the Recorder of Marion County, Indiana, including subsequent assignments, extensions and/or modifications, if any.
7. Subordination to the insured mortgage or payment and release of a mortgage in the amount of \$75,000.00 from John A. Buyer and Mary Lou Buyer, Husband and Wife to Unaware Finance Company dated June 3, 2008 and recorded June 12, 2008 as Document Number 8811111 in the Office of the Recorder of Marion County, Indiana.

8. Payment of delinquent taxes and penalties.

P

NOTE: For the specific amount due, please contact the County Treasurer.

9. Redemption of Tax Sale Certificate No. 145629 dated October 10, 2014. (See redemption Form 42)

NOTE: Information regarding the amount necessary to redeem and the final date redemption can be made are available in the Treasurer's Office.

10. Satisfactory evidence that item 4 of the Property Settlement Agreement as set out in Decree of Dissolution Cause No. 20D03-1005-DR-5555 has been paid in full.
11. Payment and release of a Judgment for \$1,253.00 plus costs, against Bill Seller entered January 14, 2009 in Judgment Docket 35, page 4, in Marion Circuit Court, Cause No. 20D03-0109-DR-555 entitled Midwest Collection vs. Bill Seller.

NOTE: The judgment creditor's attorney of record is Max Goodguy.

NOTE: Item (11) supra appears against the name of Bill Seller. Subsequent to the date of this judgment bankruptcy was filed by Bill Seller is Cause No. 0603384. The documents to determine if the lien of this judgment was lifted, avoided, or impairs the exemption are not available in the Marion Federal Court. Therefore, unless we are provided with evidence that the judgment does not lien this real Estate, IT WILL APPEAR AS AN EXCEPTION ON THE TITLE INSURANCE POLICY.

12. Payment and release of a Judgment for \$367.99 plus costs, against John A. Buyer and Mary Lou Buyer entered June 15, 2005 in Judgment Docket 34, page 201, in Marion County Superior Court, Cause No. 20D02-0605-SC736 entitled Linda Needmoney vs. John A. Buyer and Mary Lou Buyer.

NOTE: The judgment creditor's attorney of record is Sam Badguy. When the final policy is issued, the loan policy will insure against loss or damage by reason of the lack of priority of the lien of the insured mortgage over the above judgment.

13. Notice of Federal Tax Lien in the amount of \$225,165.00 filed against Bill Seller on October 1, 2005 as Document Number 2005023768 in the Office of the Recorder of Marion County, Indiana.
14. Provide satisfactory evidence in the form of a written statement of Fees and Assessments from the Homeowners Association for the subdivision as shown on Item 4 of Schedule A to show that all assessments against and all fees charged in connection with the insured premises which are due and payable have been paid and that none are delinquent. If any are unpaid and/or delinquent, same must be paid and satisfactory evidence of such payment submitted to the Company.
15. Satisfactory evidence to be submitted that the plans, specifications and site plan have been approved by the Dark Forest Architectural Control Committee.
16. Provide satisfactory evidence, in the form of a written letter from Developer, Inc. extinguishing its Developer's Option to Repurchase as set forth in the Protective Restrictions, Covenants, Limitations and Easements dated August 17, 1975 and recorded August 15, 1975 as Document Number 7522675 in the Office of the Recorder of Marion County, Indiana.
17. 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.

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.

R

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.

S

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 Commitment.

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.

T

U

3. Special Exceptions:

- a) Taxes for the year 2016 Payable in 2017 are a lien not yet due and payable.
Taxes for the year 2015 Payable in 2016 are as follows:

Key Number.....	02-2016-9538 (Affects caption and other real estate)
State ID Number.....	11-22-33-404-550.000.660
Township.....	Olive
1 st installment due May 10, 2016.....	\$524.54 - Unpaid and Delinquent
2 nd installment due November 10, 2016.....	\$524.54 - Unpaid

V

Assessed Values for 2015/2016:

Land.....	\$5,190.00
Improvements.....	\$88,590.00
Exemption (Mortgage).....	\$3,000.00
Exemption (Homeowners).....	\$45,000.00
Exemption (Homestead Supplemental).....	\$3,000.00
Net Valuations.....	\$44,780.00

W

Drain/Ditch Assessment Fees:
1st installment - \$15.00 - Unpaid and Delinquent
2nd installment - \$0.00 - None Due

P

NOTE: The vacated alley adjacent to Lot(s) 2 does not appear to be included in the tax description and may not have been taxed against this property. The Company assumes no responsibility for any loss, damage, costs or expenses incurred because of or arising out of the failure to tax said vacated alley, nor does it assume responsibility for any back taxes or current or subsequent additional taxes it may be assessed due to the omission.

X

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) Any and all recorded building lines, easements, rights of way, restrictions, legal ditches and drains and all rights therein.

- c) Special assessments/sewer usage charges, if any, levied by the City/Town of Indianapolis.
- d) 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.
- e) Terms and provisions of Land Contract by and between Bill Seller and Mary Seller, Husband and Wife and Ralph Seller and Ima Seller, Husband and Wife, "Seller" and John A. Buyer and Mary Lou Buyer, Husband and Wife, "Buyer", dated December 7, 1993 and recorded July 7, 1993 as Instrument No. 9300000 in the Office of the Recorder of Marion County, Indiana.
- f) Any adverse claim based upon the assertion that:
- (1) The land described in Schedule A or any part thereof is now or at any time has been below the ordinary low water mark of the Puterbaugh Creek or
 - (2) Some portion of said land has been created by artificial means or has accreted to such portion so created, or
 - (3) Some portion of said land has been brought within the boundary thereof by an avulsive movement of the Puterbaugh Creek, or has been formed by accretion to any such portion.
 - (4) Such rights and easements for navigation, commerce or recreation which may exist over that portion of said land lying beneath the waters of the Puterbaugh Creek.
 - (5) Right of upper and lower riparian (or littoral) owners with respect to the Puterbaugh Creek.
- g) Survey by The Survey Company, Indiana Registered Land Surveyor No. 66666, dated December 1, 1995 Surveyor's File No. 647, discloses an encroachment by the fence appurtenant to the adjoining property on the North (Neighbor's property), to the extent shown thereon.
- h) Terms and provisions of an Easement Agreement dated January 21, 1986 and recorded January 22, 1986 in Deed Record 199, page 44 in the Office of the Recorder of Marion County, Indiana.
- i) Terms and provisions of a Joint Driveway Agreement dated February 8, 1994 and recorded February 16, 1994 as Document Number 94011386 in the Office of the Recorder of Marion County, Indiana.

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 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

This Commitment is valid only if Schedules A and B are attached.
Schedule BII consists of 3 page(s)

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:	Thomas Jones and Sally Jones, Husband and Wife
Grantee:	Bill Seller and Mary Seller, Husband and Wife and Ralph Seller and Ima Seller, Husband and Wife, all as Tenants in Common; subject to the Life Estate Interest of Jane Seller
Recorded:	January 1, 1979
Instrument No.:	79-15684

Prior to Issuing a Policy

- Items set out in Schedule B1 will need to be addressed, satisfied or cured
- Purchasers and Sellers will sign statements certifying they have not created a situation that would cause a title defect


2044805-1759

VENDOR(S) STATEMENT

Property Address: 123 North Home Street, Hope, IN 47246
Property County: Bartholomew

The undersigned hereby certifies with respect to the real estate and fixtures described in the below referenced commitment for title insurance that to the best of their knowledge and belief:

1. That all of the materials used and labor furnished in connection with any improvements on the Real Estate within the last sixty (60) days have been paid or are to be paid at closing. Further, that there are no unpaid charges for materials, labor, or Property Owners Association dues or assessments that may or could cause a lien to be filed against the real estate.
2. That no security agreements, financing statements or chattel mortgages have been given with respect to any fixtures on the real estate, including, but not limited to: water softener, security system or satellite dish.
3. That there are no unrecorded leases or options and that the real estate is in the exclusive possession of the undersigned or will be after closing subject to the terms of the Contract to Purchase and that no other party has a right or claim to possession.
4. The undersigned has no knowledge and is not aware of any existing mineral rights reserved for others and has not received any payment from third parties as it relates to leases for minerals.
5. That the improvement on said real estate is not a Manufactured Home
6. That there are no judgments, court orders, pending bankruptcies, or marital settlement agreements, except as evidenced on the referenced title commitment, in which the undersigned is a defendant or petitioner.
7. That the undersigned is at least 18 years of age.
8. That the undersigned is a U.S. Citizen.
9. If applicable, that all municipal services and public or private utility charges such as sewer, water or waste disposal are paid current up to the date of the closing except for the following:
 - a. _____
 - b. _____
 - c. _____

I/WE HEREBY ASK THAT MY/OUR LINE OF CREDIT (EQUITY LOAN), IF APPLICABLE BE CLOSED. A CHECK FOR PAYMENT IN FULL OF THE ACCOUNT AND A COPY OF THIS REQUEST, IF NECESSARY, SHOULD BE SUFFICIENT EVIDENCE OF INTENT TO CLOSE THE ACCOUNT. HOWEVER, IF ADDITIONAL DOCUMENTATION IS NECESSARY, I/WE AGREE TO FULLY COMPLY WITH ANY AND ALL REQUIREMENTS OF MY/OUR LENDER TO CLOSE THE ACCOUNT AND HAVE THE MORTGAGE RELEASED OF RECORD. I/WE HAVE TENDERED TO MERIDIAN TITLE CORPORATION ALL DEBIT/CREDIT CARDS ASSOCIATED WITH THE LINE OF CREDIT ACCOUNT(S), IF DEBIT/CREDIT CARDS WERE ISSUED.

The Undersigned herein make these statements to induce Meridian Title Corporation to rely on same for the purpose of issuing its title policies and to induce the lending institution to rely on same for the purpose of accepting a mortgage on the real estate and fixtures.

VENDOR(S)

Robert Seller

Sally Seller

MTC File No.: SALES DEMO-2 (VA) Page 1 of 2

BORROWER(S) STATEMENT

Property Address: 123 North Home To Me Lane, LaPorte, IN 46350
Property County: La Porte

The undersigned hereby certifies with respect to the real estate and fixtures described in the below referenced commitment for title insurance that to the best of their knowledge and belief:

1. That all of the materials used and labor furnished in connection with any improvements on the Real Estate within the last sixty (60) days have been paid or are to be paid at closing. Further, that there are no unpaid charges for materials, labor, or Property Owners Association dues or assessments that may or could cause a lien to be filed against the real estate.
2. That no security agreements, financing statements or chattel mortgages have been given with respect to any fixtures on the real estate, including, but not limited to: water softener, security system or satellite dish.
3. That there are no unrecorded leases or options and that the real estate is in the exclusive possession of the undersigned or will be after closing and that no other party has a right or claim to possession.
4. The undersigned has no knowledge and is not aware of any existing mineral rights reserved for others and has not received any payment from third parties as it relates to leases for minerals.
5. That the improvement on said real estate is not a "manufactured home"
6. That there are no judgments, court orders, pending bankruptcies, or marital settlement agreements, except as evidenced on the referenced title commitment, in which the undersigned is a defendant or petitioner.
7. That the undersigned is at least 18 years of age.

The Undersigned herein make these statements to induce Arsenal Insurance Corporation to rely on same for the purpose of issuing its title policies and to induce the lending institution to rely on same for the purpose of accepting a mortgage on the real estate and fixtures.

BORROWER(S)

Ina Buyer

State of Indiana County of La Porte ss:

Sworn to and subscribed before me this _____ day of _____,

My Commission Expires: _____ Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

MTC File No.: SALES DEMO (BST) Page 1 of 1

I May Have A Title Claim...Now What?



- **Step 1**
 - Locate the title insurance owner's policy (or lender's policy if the insured is a lender).
 - Why: The insured will need to send the policy to the insurer.
- **Step 2**
 - After locating the policy, contact the title company where the closing occurred, and ask for the address of where the Notice of Claim should be sent.
 - Why: Although the title agent is not the party to contact in the event of a claim, the title agent may have the contact information of where to send the Notice of Claim. If one cannot locate the title agent, then send the Notice of Claim to the address of the Insurer as noted on the Owner's Policy.
- **Step 3**
 - The insured should provide a written explanation of the claim, and include all supporting documentation. This includes items such as: the policy, surveys, copies of lawsuits, contact information of the insured (i.e. phone number, name, address, etc.), etc.
 - Why: Under the terms of the policy, the insured is required to promptly notify the insurer. Plus, in order for the insurer to properly assess the merits of the claim, they will need such information. Providing complete information may also help expedite the review of the claim.



Tips

1. Don't ever settle a claim without notifying the insurer first about the claim as that might impact your rights under the policy.
2. Some claims can be prevented by an insured such as obtaining a survey to determine if there are any encroachments prior to buying a property.

If you think you may have a claim and do not know who to call, or if you have a question about claims, contact your Account Manager.

Closing Protection Letter (CPL)

Closing Protection Letter (CPL) 101

(also known as Insured Closing Letter)



Purpose: Provide indemnity against loss due to a closing agent's defalcation or failure to follow a lender's closing instructions. It's an assurance by an Underwriter protecting the addressee of the CPL against theft of closing money or violation of closing instructions.



A CPL is not Insurance: Title insurers are not permitted to issue other forms of insurance.



Benefit to Title Agents: CPLs issued on behalf of an Underwriter promote title insurance business through title agents by providing the financial strength to the Lender who entrusts the agent with their money.



Losses Under a CPL: Over the past few years several regional underwriters have been liquidated or ceased operations due to large losses incurred on CPLs.



A title policy must be issued in the transaction in which a CPL is issued.



Other states such as Illinois, Ohio, Missouri, Louisiana, Pennsylvania, Alabama, etc. have rules or laws imposing a fee for the issuance of a CPL.



As a result of SEA 370, a CPL can be issued for a Seller, Cash Buyer, Lender, and a Borrower on a refinance.



The fee that is charged for a CPL goes to the title insurer and the agent does not retain any portion of it.

For more information on recent CPL changes under new Indiana Law, go to the Indiana Department of Insurance website, www.in.gov/idoi and click on the tab "Laws & Bulletins" to see Bulletin 199.



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The information contained in this flyer is intended for general informational purposes only and should not be construed as legal advice.

Tying it all Together

