



300 EAST JACKSON STREET  
MUNCIE, IN 47305  
TOLL FREE: 800.509.1006  
PHONE: 765.286.ITIC(4842)  
FAX: 765.289.6177

FAX MEMO

From: Krysta Landreth  
Phone: 765.254.3730  
Email: klandreth@itillc.com

Date: 4-12-07  
Company: CBL / Eagle  
Attention: Jim McClain / Patrick Orr  
Fax Number: \_\_\_\_\_  
From: \_\_\_\_\_  
Re: Browder / St Myer  
Number of Pages to Follow: 3  
Comments: Thank you

E-mail closing packages to [casmith@itillc.com](mailto:casmith@itillc.com)

If there are any transmittal or reception problems,  
Please call 765.286.ITIC (4842)

James W. Smith, President  
James W. Trulock, President



**Lawyers Title Insurance Corporation**  
**COMMITMENT**

Commitment No: 270905

**SCHEDULE A**

Effective Date: **March 28, 2007 at 8:00 A.M.**

1. Policy or Policies to be issued:

(a) **A.L.T.A. 2003 Owner's Policy**  
Proposed Insured:

Amount of Policy: **\$133,000.00**

**Thomas Wilson St. Myer and Kara Renee St. Myer, husband and wife**

(b) **A.L.T.A. 1992 Loan Policy**  
Proposed Insured:

Amount of Policy:

**First Merchants Bank, National Association, its successors and/or assigns, as their interest may appear.**

2. The estate or interest in the land described or referred to in this Commitment and covered herein is:


**Fee Simple**

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

**Robert W. Browder II and Kory L. Browder, husband and wife**

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

**Lot Twenty-three (23) in Westbrook Heights, Section B, an Addition located in Mt. Pleasant Township, Delaware County, Indiana, as shown in Plat Book 12, pages 56-57 in the Recorder's Office of Delaware County, Indiana.**

Countersigned:   
Authorized Officer or Agent  
James W. Smith

**Indiana Title Insurance Company, LLC**

# Lawyers Title Insurance Corporation

## COMMITMENT

Commitment No: 270905

### SCHEDULE B - Section I

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Pay the full consideration to, or for the account of, grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialman are all paid in full.
4. Disclosure of Sales Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.
5. Instruments in insurable form which must be properly executed, delivered and duly filed for record:

Warranty Deed to be executed from Robert W. Browder II and Kory L. Browder, husband and wife to Thomas Wilson St. Myer and Kara Renee St. Myer, husband and wife.

Mortgage to be executed by Thomas Wilson St. Myer and Kara Renee St. Myer, husband and wife to First Merchants Bank, National Association in the sum of \$ \_\_\_\_\_.

Pay and release mortgage executed from Robert W. Browder II and Kory L. Browder, husband and wife to Mutual Federal Savings Bank, in the sum of \$85,750.00, dated January 24, 2003 and recorded February 11, 2003 in Mortgage Record 2003 pages 16156-16170.

ALTA 2003 Policy will be issued.

**NOTE:** Lot size or acreage provided for Sales Disclosure Form use only and is expressly not insured under this title commitment or policy.

Lot Size: 200 x 100

**Beginning July 1, 2006, any document to be recorded must contain a statement in the following form "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name).", before the document will be accepted for recording by the County Recorder. Failure to comply will result in a delay or cancellation of closing. Further, as of July 1, 2006, there will be an additional \$5.00 charge per policy, as a fee required by Indiana Statute for the State of Indiana's Title Insurance Enforcement Fund. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.**

Indiana Title Insurance Company, LLC

# Lawyers Title Insurance Corporation

## COMMITMENT

Commitment No: 270905

### SCHEDULE B - Section II

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.

#### Standard Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. 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.
5. Taxes or special assessments which are not shown as existing liens by the public records.

#### Special Exceptions:

6. Taxes for the year 2006 due and payable May 10 and November 10, 2007, and subsequent years. Taxes for the year 2005 due and payable 2006 were \$467.07 each installment.

Parcel No. 1010453007000

7. White River Northwest Annual ditch assessment in the sum of \$10.00 per year, recorded in Ditch No. 084, next installment due May 10, 2007.
8. Six foot utility easement across the rear of said property, as established by plat.
9. Restrictions recorded with the plat of said Westbrook Heights Section B, but the loan policy to be issued will insure that said restrictions have not been violated and that a violation thereof will not cause a forfeiture or reversion of title. This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C Sec. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C Sec. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
10. Note:  
Search has been made for liens in the name of Thomas Wilson St. Myer and Kara Renee St. Myer, husband and wife, and no liens appear of record.

Note: Additional exceptions may apply upon review of the current survey.

JWS/kl

Indiana Title Insurance Company, LLC