

## CLOSING AFFIDAVIT AND REPRESENTATIONS

The undersigned, individually or jointly and severally, Grantor(s) of a deed dated May 9, 2017 (the "Deed") conveying real estate to **The Fort Wayne Rescue Mission Ministries, Inc.** ("Grantee"), warrants and represents and, being sworn according to law, deposes and says:

1. Grantor executed the Deed conveying the following described real estate (the "Real Estate") located in Allen County, **Indiana**:

The West 30 feet of Lot Numbered 87 in Hanna's Addition to the Town, now City of Fort Wayne, Allen County, Indiana.

Property Address: 430 E. Washington Boulevard, Fort Wayne, IN 46802

2. Grantor is either an individual over the age of 18 years, or an entity which has authorized execution of this affidavit by the undersigned. Grantor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, foreign limited liability company, or nonresident alien individual (as those terms are defined in the Internal Revenue Code of 1986, as amended, 26 U.S.C. § 1, *et seq.*). Grantor's U.S. taxpayer identifying number or U.S. employer identification number ("Tax ID Number"), and home address or office address are as stated below.
3. Grantor has furnished Grantee a commitment for an owner's policy of title insurance issued by Metropolitan Title of Indiana LLC under date of April 25, 2017 at 8:00 a.m. ("Title Evidence"). The Title Evidence discloses, as of its date, the true condition of title to the Real Estate.
4. At the date of delivery of the Deed, Grantor has marketable title in fee simple to the Real Estate; and the Real Estate is free and clear of all charges, liens, encumbrances or leases of every kind or description, except those shown in the Title Evidence, easements (visible or of record), and matters affecting the Real Estate disclosed in the Deed.
5. Except as disclosed in the Title Evidence, Grantor has not executed, or permitted anyone to execute on Grantor's behalf: (a) any deed (except to Grantee), mortgage, lien, security agreement, financing statement or other instrument affecting title to the Real Estate or any fixtures attached to it; (b) a contract to sell all or any part of the Real Estate to any person (except to Grantee or assignor of Grantee); (c) an option to purchase all or any part of the Real Estate enforceable or exercisable now or at any time in the future; or (d) any appeal bond or recognizance which is, or might become, a lien on the Real Estate, whether Grantor is principal or surety thereon.
6. Except as disclosed in the Title Evidence, Grantor is not a party to any action, suit or other proceeding, whether at law or in equity, in which a judgment or an order has been, or could be, given or entered resulting in creation of a lien upon the Real Estate, or affecting the conveyance of the Real Estate to Grantee free and clear of all charges, liens, and encumbrances.
7. Since the date Grantor acquired title to the Real Estate, Grantor has not been or become party to any divorce action or other proceeding for dissolution of marriage, or any bankruptcy proceeding.
8. Grantor now has possession of the Real Estate and no other person has a right to possession, or claims possession, of all or any part of the Real Estate.
9. There are no unpaid bills for labor or material which have been ordered, authorized or furnished for the Real Estate, or which might operate to create a charge, lien, or encumbrance against the Real Estate.
10. All utility bills, association dues, assessments for public improvements or services which have been or are being constructed, or other charges, the non-payment of which could result in the creation of a lien against the Real Estate, have been paid, or provision for their payment has been made.

11. Grantor and, to the best of Grantor's knowledge, all of Grantor's predecessors in title, have been in open, notorious, peaceable, visible, continuous, exclusive, uninterrupted, hostile and adverse possession of the Real Estate under valid claim and color of title to the exclusion of all other persons for more than the ten (10) years last past, and have paid all taxes and assessments from time to time payable on the Real Estate, except such taxes and assessments as have been assumed by Grantee.

12. If a disclosure form as defined in I.C. 32-21-5-5, as amended, was provided by Grantor to Grantee, Grantor certifies that the condition of the Real Estate is substantially the same as it was when the disclosure form was provided.

13. This Affidavit is to induce Grantee, title companies, lenders, and closing agents to rely upon the foregoing representations, and is solely for the benefit of them and their successors in interest.

14. If Grantor is an entity other than a person(s), the Affiant is authorized to execute this Affidavit on behalf of Grantor.

STATE OF INDIANA, COUNTY OF Allen )

Sharran L. Gavin  
Sharran L. Gavin

Susan D. Wall  
Susan D. Wall

Address: 1212 Vance Ave  
Fort Wayne, IN 46805

Address: 6214 Ronger Trail  
Ft. Wayne, IN 46835

Tax ID #: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Before me, a Notary Public in and for said County and State, personally appeared **Sharran L. Gavin and Susan D. Wall, joint tenants with rights of survivorship**, who acknowledged the execution of the foregoing Closing Affidavit and Representations, and who, having been duly sworn, stated that the facts and matters set forth in it are true and correct. Witness my hand and Notarial Seal this 9th day of May, 2017.

My Commission Expires:



Jeffrey R. Klaehn, Notary Public  
Allen County, State of Indiana

My Commission Expires 12-1-2023

[Signature]

\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County

This instrument was prepared by: Terry A. Stauffer, Attorney at Law

**OWNER'S AFFIDAVIT/COMPLIANCE AGREEMENT**

**File Number:** 4035-95425

**Forwarding Address:**

**Date:** May 09, 2017

**Reference:** / Gavin

**Lender/Loan No:** /

**Property Address:** 430 E. Washington Boulevard, Fort Wayne, IN 46802

*(To be executed by all parties shown as vested owners in the commitment for title insurance.)*

Affiant makes the representations contained herein to induce the purchaser and/or lender to consummate the transaction referenced in the commitment, to obtain the proceeds of the sale or loan, and to induce Metropolitan Title of Indiana, LLC to issue a policy(s) of title insurance on behalf of the underwriter named in the commitment. Affiant further agrees that in the event it is determined there are unpaid charges which were due and payable prior to and including the date of closing, that the Affiant shall pay any and all amounts so charged and shall provide proof of payment of same to Metropolitan Title of Indiana, LLC. Affiant further agrees and covenants, if requested by Metropolitan Title of Indiana, LLC, to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

**The undersigned, being first duly sworn, deposes and says as follows:**

1. That Affiant is 18 years of age or older, is a citizen of the United States, has not married or divorced since purchasing the real estate, and has not used or been known by any other name;
2. That Affiant is the owner of certain premises described in Commitment No. 4035-95425, and has not filed, nor is subject to any bankruptcy, receivership, or insolvency proceedings;
3. That the Affiant is in the possession of said property and there are no other parties in possession or claiming rights of possession; (NONE, unless noted)
4. That Affiant has no knowledge of any unrecorded water, mineral, gas or oil rights unrecorded easements or claims of easements, boundary line disputes or claims of such grants or rights relative thereto; (NONE, unless noted)
5. That there are no proceedings instituted or undertaken by anyone which will result in a lien or special assessment upon the premises. There are no delinquent taxes, special assessments, (including but not limited to any Barrett Law Assessments if property is located in the State of Indiana), water bills, sewer bills and assessments, weed cutting bills, board-up fees, tap-in fees, utility bills, or Homeowner's Association fees covering subject property; (NONE, unless noted)
6. That there have been no improvements made nor labor or materials furnished to the premises within the last 90 days; (NONE, unless noted)
7. That Affiant has no knowledge of any other matters affecting the title including but not limited to: mortgages, liens, land contracts, options or other encumbrances other than those which are being paid from the loan proceeds. (NONE, unless noted)

I/We, the undersigned, acknowledge that Metropolitan Title of Indiana, LLC will be paying off the above referenced loan at my/our closing. This payoff is being made at my/our request to complete the closing transaction on the above subject property. I/we understand that the payoff figures supplied and reflected on the Settlement Statement are subject to change. The payoff in full of said loan is my/our full and complete responsibility and is in no way the responsibility of Metropolitan Title of Indiana, LLC.

Therefore, I/we agree to hold Metropolitan Title of Indiana, LLC harmless for any incorrect figures. Further, I/we will be responsible for any unpaid balances that may be due or become due before or after the payoff is made. I/We agree to pay Metropolitan Title of Indiana, LLC and/or Lender the outstanding monies due within 10 days of request for same.

Subscribed and sworn to before me this May 09, 2017.

**Vested Owner(s):**

Notary Public:

Notary County/State: /

County Acting In:

Commission Expires:



Jeffrey R. Klaehn, Notary Public

Allen County, State of Indiana

My Commission Expires 12-1-2023

*Sharon L. Gavin*  
\_\_\_\_\_  
*Susan D. Wall*  
\_\_\_\_\_

**BUYER/BORROWER'S AFFIDAVIT/COMPLIANCE AGREEMENT**

*(To be executed by the Buyer/Borrower)*

The undersigned makes the representations contained herein to induce Metropolitan Title of Indiana, LLC to issue a policy(s) of title insurance on behalf of the underwriter named in the commitment. The undersigned further agrees that in the event it is determined there are unpaid charges which were due and payable prior to and including the date of closing, and which are the responsibility and obligation of the undersigned, that the undersigned shall pay any and all amounts so charged and shall provide proof of payment of same to Metropolitan Title of Indiana, LLC .

The undersigned further agrees and covenants, if requested by Metropolitan Title of Indiana, LLC, to fully cooperate and adjust for clerical errors in any closing documents, including but not limited to, repayment of any overpayments and executing duplicate closing documents.

The undersigned further certify that, unless otherwise indicated, the property is owned and occupied exclusively by them on the date hereof. The undersigned further certify that they are 18 years of age or older.

**If there is a mortgage associated with this transaction the following also applies:**

To induce Metropolitan Title of Indiana, LLC to issue a policy of title insurance on behalf of the underwriter named in Commitment No. **4035-95425**, insuring the mortgage and the title to the land described therein, the undersigned mortgagors acknowledge that incident to the closing of the mortgage upon the lands, the mortgagee caused the full sum of **\$0.00** the amount secured thereby, to be paid to the undersigned for the benefit of and by the direction of the undersigned.

The undersigned borrower(s) for and in consideration of , Lender, this date funding the closing of the above referenced property more fully described in the commitment agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors in any loan closing documents, including but not limited to, repayment of any overpayments and executing duplicate loan documents.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale, or conveyance by Lender of its interest in and to said loan documentation.

Subscribed and sworn to before me this May 09, 2017.

**Buyer(s)/Borrower(s):**

\_\_\_\_\_  
Notary Public:  
Notary County/State: \_\_\_\_\_ / \_\_\_\_\_  
County Acting In:  
Commission Expires:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Jeffrey R. Klaehn, Notary Public  
Allen County, State of Indiana  
My Commission Expires 12-1-2023

## 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 of Indiana, LLC . 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 of Indiana, LLC 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 of Indiana, LLC 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 of Indiana, LLC or not under common control with another company.

#### Service Providers, Contractors

Any service providers or contractors used by Metropolitan Title of Indiana, LLC 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 of Indiana, LLC .

#### 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 OF INDIANA, LLC 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 of Indiana, LLC 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 contacting our Office at [comments@metrotci.com](mailto:comments@metrotci.com) . Please provide your name, address including city and state of the property and our file number.

## TAX PRORATION AGREEMENT/ACKNOWLEDGEMENT

**File Number:** 4035-95425  
**Date:** May 09, 2017  
**Reference:** The Fort Wayne Rescue Mission Ministries, Inc. / Sharran L. Gavin  
**Property Address:** 430 E. Washington Boulevard, Fort Wayne, IN 46802

**Seller and Purchaser Acknowledge and Agree as Follows:**

1. That the parties hereto have settled the proration of taxes and assessments by the method reflected on the settlement statements signed at the closing. That in the event it is subsequently discovered that there are additional taxes or assessments, Seller and Purchaser agree that such additional taxes or assessments shall be prorated in accordance with their purchase agreement.
2. **The Purchaser acknowledges and agrees:**
  - a) that except as provided herein, all real estate taxes billed on or after this date are the sole responsibility of the **Purchaser**.
  - b) that the **Purchaser** shall make any necessary arrangements to obtain all future tax bills. Purchaser acknowledges it is **not** the responsibility of Metropolitan Title of Indiana LLC to notify any Treasurer of change in ownership. Purchaser acknowledges Purchaser's responsibility to file by the appropriate deadline for exemptions to be effective.
3. **The Seller acknowledges and agrees:**
  - a) that the Seller **represents and warrants** to the Purchaser and Metropolitan Title of Indiana LLC and its underwriter that all outstanding taxes and assessments including but not limited to all sewer and water charges, road paving, maintenance charges, trash collection charges, weed charges, association dues, Code Enforcement charges, penalties, and administration fees have been paid in full by the Seller.
  - b) that the Seller has not received any notification of any future assessments and has no knowledge of any improvement or maintenance undertaken by any municipality or association.
  - c) that Seller certifies that Seller has done nothing to cause the removal or reduction of exemptions for this property. In addition, the Seller certifies that in the last 15 months, Seller has not refinanced; recorded a new deed; filed exemptions on another property; or, ceased using the property as Seller's primary residence. Acknowledging that such action could result in a change to the property tax billing after closing, Seller indemnifies Metropolitan Title of Indiana, LLC, its' underwriter and the Purchaser against any loss which may be caused by inaccuracies in the foregoing representations.
4. **Seller and Purchaser acknowledge and agree:**
  - a) That any settlement to the proration of taxes or assessments is a matter entirely between the Seller and Purchaser, and that neither the Seller nor the Purchaser is relying on advice from Metropolitan Title of Indiana LLC in determining method of settlement.
  - b) That Metropolitan Title of Indiana LLC and its underwriter are relying on the agreement of the Seller and Purchaser as reflected in the settlement statement in order to disburse funds.
  - c) That, except for the failure of Metropolitan Title of Indiana LLC to properly account for the funds provided to it, Seller and Purchaser jointly and severally agree to indemnify Metropolitan Title of Indiana LLC for any loss or damage, including but not limited to reasonable attorney fees incurred as a result of failure to comply with this agreement.

**Seller(s):**

**Purchaser(s):**

Sharran L. Gavin  
Susan D. Wall

[Signature]

