

STEWART TITLE

GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE

Property Address: 3220 Wessel Road

3220_WES VER. 8.9/10.43

SCHEDULE A

There is 1 commitment and property description for this sale.

1. **Effective Date** 07-13-22 @ 8:00 am **Examiner:** TAS
2. **Policy or policies to be issued:** **Amount** \$TBA
 - ALTA OWNER'S POLICY - (2006)
 - ALTA Residential Title Insurance Policy - (2006)

Proposed Insured:

PURCHASER TO BE DETERMINED AT AUCTION

3. **Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:**

THE ESTATE OF DENNIS NORTHCUTT
Donna N. True, Executrix with power of sale of real estate

BEING the same property conveyed from Vernee Blancett f/k/a Vernee Northcutt, unmarried, to **DENNIS NORTHCUTT**, unmarried, by Deed dated November 5, 2005, of record in Deed Book 8731, Page 763, in the Office of the County Clerk of Jefferson County, Kentucky.

AND BEING the same property conveyed from Vernee Blancett a/k/a Vernee Northcutt, and Dennis Northcutt, wife and husband, to **VERNEE NORTHCUTT** and **DENNIS NORTHCUTT**, wife and husband, by Quitclaim Deed dated August 11, 2004, of record in Deed Book 8472, Page 178, in the Office of the Jefferson County Clerk.

The said **DENNIS NORTHCUTT** died testate a resident of Jefferson County, Kentucky, and pursuant to his Will having been probated in Jefferson County District/Probate Case No. 22-P-002609 and recorded in Will Book 779, Page 548 in the Office of the Jefferson County Clerk, **DONNA N. TRUE** was appointed Executrix with power of sale of real estate under Item VI of said Will on May 26, 2022.

4. **The land referred to in this commitment is located at 3220 Wessel Road in the city of Shively, Jefferson County, Kentucky, and is described as follows:**

See Exhibit "A" attached hereto and made a part hereof.

STEWART TITLE
GUARANTY COMPANY

RE: PURCHASER TO BE DETERMINED AT AUCTION
3220 Wessel Road

VER. 8.9/10.43 3220_WES

SCHEDULE B--Section 1
Limitations and Requirements

THIS COMMITMENT IS INTENDED AND ISSUED FOR THE EXCLUSIVE USE OF THE PROPOSED INSURED APPEARING ON PAGE 1. NO OTHER PERSON IS PERMITTED TO USE OR RELY UPON THIS COMMITMENT.

The following are the requirements to be complied with:

Valid resolution authorizing transaction for any corporate or partnership seller or mortgagor.

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Deed from **THE ESTATE OF DENNIS NORTHCUTT, Donna N. True, Executrix with power of sale of real estate** in favor of **PURCHASER TO BE DETERMINED AT AUCTION**. No other instruments are required in connection with this title.

Spouse, if any, of each individual having an interest in the property must sign deed.

Pay and release all mortgages and liens of record.

You must inform 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 secured by the land. We may impose additional requirements or exceptions relating to the interest or the loan.

REAL ESTATE TAX INFORMATION

Current taxes, even if not yet due and payable, are a PRIOR LIEN from the first day of the tax year.

Current taxes due and unpaid, delinquent taxes for prior years and interest, if any, are a PRIOR LIEN.

TAX IDENTIFICATION: 25-1079-0021-0008

ASSESSED VALUE: \$97,650.00 (less \$40,500 exemption granted prior owner)

LAST BILL ISSUED: **Jefferson County;** Original face amount is **\$626.35 for 2021 (paid \$613.82 discount on 12-1-21)**

City of Shively; Original face amount is **\$202.31 for 2021-22 (paid 9-24-21)**

All tax bills issued prior to the current year are paid.

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SCHEDULE B--Section 2
Exceptions

NOTE: Any exception contained herein omits any covenant, condition, or restriction based on race, color, religion, sex, handicap, financial status, or national origin as provided in U.S.C. §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. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

Mandatory Non-Deletable Mineral Exception: The policy or policies to be issued will contain the following exception: Exception is taken to minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company:

SECTION 2: STANDARD EXCEPTIONS

- a. 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 the value of record the estate or interest or mortgage thereon covered by this commitment.
- b. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and/or inspection of the premises.
- c. Easements, claims of easements, not shown by the public records.
- 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.
- e. Taxes, or special assessments, whether or not shown as existing liens by the public records.
- f. Rights or claims of parties in possession not shown by the public records.
- g. State, County, and School taxes for the current year are a lien, whether or not now due and payable.

SECTION 2 - CONT'D: MORTGAGES

1. Mortgage in favor of **L&N FEDERAL CREDIT UNION** dated 03-07-13, in the original principal amount of **\$53,800.00** closed end, recorded in Mortgage Book 13270, Page 361 in the Office of the County Clerk of Jefferson County, Kentucky.
2. Mortgage in favor of **L&N FEDERAL CREDIT UNION** dated 3-7-13, in the original principal amount of **\$32,100.00** closed end, recorded in Mortgage Book 13270, Page 380 in the Office of the County Clerk of Jefferson County, Kentucky.

SECTION 2 - CONT'D: ADDITIONAL EXCEPTIONS

1. Lien for unpaid taxes, if any, shown in **Schedule B-1 REAL ESTATE TAX INFORMATION**.
2. Subject to all easements, set-back lines, conditions, and other matters as appear on record plat in Plat and Subdivision Book 8, Page 72, in the Office of the County Clerk of Jefferson County, Kentucky.
3. Subject to the settlement of The Estate of Dennis Northcutt, and any creditors rights until November 25, 2022.

* * * * * **END OF SCHEDULE B EXCEPTIONS** * * * * *

RE: 3220 Wessel Road

TAS Eff. Date 07-13-22

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EXHIBIT "A"

BEING Lot No. 8 in Wessel's Subdivision, Section 1, as shown on plat of same of record in Plat and Subdivision Book 8, Page 72, in the Office of the County Clerk of Jefferson County, Kentucky.

TAX ID NUMBER: 25-1079-0021-0008