

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**Stewart Title Guaranty Company**

**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **Stewart Title Guaranty Company, (the "Company")**, commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. DEFINITIONS**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**ALTA TITLE INSURANCE COMMITMENT**

BY

**Stewart Title Guaranty Company**

**SCHEDULE A**

File No: T25-1673  
Issue Date: May 30, 2025  
Referral No.:  
Loan No.:  
Address Reference: 13421 Western Road, Apple Creek,  
OH 44696

1. Effective Date: **May 19, 2025 @ 8:00 a.m.**

2. Policy (or Policies) to be issued: Proposed Policy Amount  
a. ALTA® 2021 Owner's Policy **To Be Determined**

Proposed Insured: **To Be Determined**

b. ALTA® 2021 Loan Policy

Proposed Insured:

c. Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Effective Date, by  
**Maynard Mast and Ruby Mast**

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

**SEE ATTACHED EXHIBIT "A"**

Countersigned  
**Nova Title Agency, Inc.**

By *John J Dyer, III*

John J Dyer III Esq., Agent  
Nova Title Agency, Inc.  
6001 Cochran Road, Ste. 302  
Solon, OH 44139  
(440) 600-5550

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**EXHIBIT "A"****Parcel No. 1**

Situated in the Township of Paint, (T-15, R-11), Northwest Quarter of Section 5, County of Wayne, and State of Ohio:

Commencing at a capped pin set on the line between Paint and Sugar Creek Townships, marking the Northwest Corner of the Northwest Quarter of Section 5; thence South 02° 21' 53" West 1487.56 feet, along the west line of the quarter section, to a point in Western Road (Township Road 217), witnessed by a capped reference pin set North 02° 21' 53" East 26.93 feet; thence South 87° 14' 22" East 884.86 feet, in Western Road, passing through a point in the intersection of Kidron Road, witnessed by a capped reference pin set North 34° 48' 38" West 38.80 feet, and along the south line of a 20.550 acre parcel, to the point of beginning for the parcel herein described, witnessed by a capped reference pin set South 02° 01' 44" West 25.51 feet;

1) Thence South 87° 14' 22" East 255.00 feet, in Western Road and along the south line of the 20.550 acre parcel, to the northwest corner of Maynard Mast as described in Official Record Volume 882, Page 1199, witnessed by a capped reference pin marked "Purdy 7307" found South 02° 01' 44" West 30.00 feet;

2) Thence South 02° 01' 44" West 592.64 feet, along the west line Mast and the extension thereof, to a 5/8 inch diameter iron pin found at a northeast corner of Anna Jean Steffen as described in Official Record Volume 814, Page 324;

3) Thence North 87° 34' 15" West 254.99 feet, along a north line of Steffen, to a capped pin set;

4) Thence North 02° 01' 44" East 594.12 feet to the point of beginning, containing 3.473 acres.

For survey see Volume WW, Page 238 of the Wayne County Survey Records.

Survey and description prepared by Edward A. Gasbarre, P.S. 7036.

**Parcel No. 2**

Situated in Township of Paint, (T-15, R-11), Northwest Quarter of Section 5, County of Wayne, and State of Ohio:

Commencing at a stone monument marking the northwest corner of said quarter; thence South 02° 45' West, along the west quarter line, 1485.66 feet to a stone monument in the public highway, witnessed by an iron pipe 25.00 feet north on line; thence South 86° 46' East, in the public highway, 1138.30 feet to an iron pin, the true place of beginning, witnessed by an iron pipe 25.00 feet south on line, this being one of the corners of grantors' farm;

1) Thence South 86° 46' East, in the public highway, 100.00 feet to an iron bolt, witnessed by an iron pipe 25.00 feet south on line;

2) Thence South 02° 12' West, parallel with the grantors' west line, 250.00 feet to an iron pipe;

3) Thence North 86° 46' West 100.00 feet to an iron pipe located on grantors' west line;

4) Thence North 02° 12' East, along grantors' west line, 250.00 feet to an iron pin in the public highway and the place of beginning, containing 0.57 acre.

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For survey see Volume Q, Page 436B of the Wayne County Survey Records.

Survey and description prepared by F.D. Krichbaum, P.S. 1799.

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**ALTA COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following requirements must be met:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed delivered, and duly filed for record to wit:
  - a. Documents satisfactory to us creating the interest in the land and/or the mortgage to be signed, delivered and recorded.
  - b. You must tell us in writing the name of anyone not referred to in the Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
  - c. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
  - d. Payment of all premiums, fees, and charges for the policy of the insured.
  - e. Satisfaction evidence should be had that improvements and/or repairs or alterations thereto are completed; that Contractor, Subcontractors, Labor and Materialmen are all paid.
  - f. A properly executed release or satisfaction of **Item(s) 25-26 of Schedule B - Section II.**
  - g. Proper Instrument(s) creating the estate or interest to be insured must be executed and duly filed for record to wit:
    - A. A properly executed deed from **Maynard Mast and Ruby Mast, with dower release if any, to To Be Determined.**



**ALTA COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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:

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 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. Rights or claims of parties in possession not shown by the public records.
3. 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.
4. Easements or claims of easements not shown by the public records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.

NOTE: This exception will only appear in the final loan policy.

8. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority but not yet certified to the tax duplicate of the country in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority. Note: Delinquent sewer rental charge and water bills may become a lien on the real estate. No liability is assumed by this company for ascertaining the status of these utility charges and insured is cautioned to obtain the current status of the payments.
9. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
10. All leases, grants, exceptions, or reservations of coal, lignite, oil, gas, and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.
11. Right-of-Way as recorded in Volume 337, Page 590 of Wayne County Records. (For Conditions See Record.)

12. Oil and Gas Lease as recorded in Volume 87, Page 339 of Wayne County Records, and all assignments of any interest in and to said lease. (For Conditions See Record.)
13. Oil and Gas Lease as recorded in Volume 117, Page 157 of Wayne County Records, and all assignments of any interest in and to said lease. (For Conditions See Record.)
14. Right of Way as recorded in Volume 637, Page 232 of Wayne County Records. (For Conditions See Record.)
15. Oil and Gas Lease as recorded in Volume 168, Page 265 of Wayne County Records, and all assignments of any interest in and to said lease. (For Conditions See Record.)
16. Oil and Gas Lease as recorded in Volume 177, Page 269 of Wayne County Records, and all assignments of any interest in and to said lease. (For Conditions See Record.)
17. Right of Way as recorded in Volume 703, Page 782 of Wayne County Records. (For Conditions See Record.)
18. Oil and Gas Lease as recorded in Volume 183, Page 466 of Wayne County Records, and all assignments of any interest in and to said lease. (For Conditions See Record.)
19. Consolidation of Oil and Gas Leases as recorded in Volume 184, Page 371 of Wayne County Records, and all assignments of any interest in and to said lease. (For Conditions See Record.)
20. Conveyance of Oil, Gas, and Mineral Rights as recorded in OR Book 722, Page 2660 of Wayne County Records. (For Conditions See Record.)
21. Conveyance of Oil, Gas, and Mineral Rights as recorded in OR Book 722, Page 2665 of Wayne County Records. (For Conditions See Record.)
22. Conveyance of Oil, Gas, and Mineral Rights as recorded in OR Book 722, Page 2673 of Wayne County Records. (For Conditions See Record.)
23. Oil and Gas Lease as recorded in OR Volume 880, Page 1428 of Wayne County Records, and all assignments of any interest in and to said lease. (For Conditions See Record.)
24. Conveyance of Oil, Gas, and Mineral Rights as recorded in OR Volume 890, Page 2733 of Wayne County Records. (For Conditions See Record.)
25. Short Form Mortgage from **Maynard Mast and Ruby Mast, husband and wife**, to **Mortgage Electronic Registration Systems, Inc., as nominee for Farmers National Bank of Canfield**, (P.O. Box 2026, Flint, MI 48501) in the amount of \$288,000.00, dated June 10, 2020 and filed June 15, 2020 in OR Volume 910, Page 1353 of Wayne County Records.
26. Open-End Mortgage from **Maynard Mast and Ruby Mast, husband and wife**, to **The Farmers National Bank of Canfield** (20 South Broad Street, PO Box 555, Canfield, OH 44406) in the amount of \$54,000.00, dated August 28, 2020 and filed August 31, 2020 in OR Volume 913, Page 4456 of Wayne County Records.
27. **For Informational Purposes Only:**

Parcel No. 1 transferred from **Kevin Weaver and Lori Weaver, married to each other**, Grantor(s), to **Maynard Mast and Ruby Mast, for their joint lives, remainder to the survivor of them**, Grantee(s), by General Warranty Deed filed August 9, 2019 in OR Volume 899, Page 840 of Wayne County Records.

Parcel No. 2 transferred from **Maynard Mast, married to Ruby Mast**, Grantor(s), to **Maynard Mast and Ruby Mast, for their joint lives, remainder to the survivor of them**, Grantee(s), by Quit Claim Deed filed June 15, 2020 in OR Volume 910, Page 1350 of Wayne County Records.

28. The following appears on the Current General Tax Duplicate of the Wayne County Treasurer for **Parcel No. 39-00463.008**.

- (a) Taxes for the First Half of 2024 in the amount of \$46.04, including Special Assessments in the amount of \$1.00, are paid.
- (b) Taxes for the Last Half of 2024 in the amount of \$46.04, including Special Assessments in the amount of \$1.00, are a lien, but not yet due and payable.
- (c) The taxes for the year 2025 are undetermined and a lien, but not yet due and payable.
- (d) There are Special Assessments as follows:

Code No.	Type	Amount
C980000000	MUSKINGUM WATERSHED COUNTYWIDE	\$1.00 Per Half

VALUATION:	LAND	CAUV	BUILDING	TOTAL
	22510	2310	0	2310

**NOTE: No examination has been made for Special Assessments not appearing on the Treasurer's Current Tax Duplicate.**

**NOTE: Taxes are subject to Current Agricultural Use Valuation.**

29. The following appears on the Current General Tax Duplicate of the Wayne County Treasurer for **Parcel No. 39-00005.000**.

- (a) Taxes for the First Half of 2024 in the amount of \$1,232.17 are paid.
- (b) Taxes for the Last Half of 2024 in the amount of \$1,232.17 are a lien, but not yet due and payable.
- (c) The taxes for the year 2025 are undetermined and a lien, but not yet due and payable.
- (d) No Special Assessments appear on the current Tax Duplicate.

VALUATION:	LAND	BUILDING	TOTAL
	14980	49670	64650

**NOTE: No examination has been made for Special Assessments not appearing on the Treasurer's Current Tax Duplicate.**