



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE 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, **First American Title Insurance Company**, a Nebraska Corporation (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 Policy Amount and the name of the Proposed Insured.

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

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Legacy Title Services, LLC
 Issuing Office: 2171 Eagle Pass, Wooster, Ohio 44691
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: 99050.020
 Issuing Office File No.: 99050.020
 Property Address: 397 S. Millborne Road, Apple Creek, OH 44606
 Revision No.:

SCHEDULE A

1. Commitment Date: April 13, 2020 at 07:59 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy of Title Insurance (6-17-06)
 ALTA Homeowner's Policy of Title Insurance (Rev. 12-2-13)
 Proposed Insured: **TO BE DETERMINED**
 Proposed Policy Amount: **TO BE DETERMINED**
 - (b) ALTA Loan Policy of Title Insurance (6-17-06)
 ALTA Expanded Coverage Residential Loan Policy (Rev. 12-2-13)
 Proposed Insured: **TO BE DETERMINED**
 Proposed Policy Amount: **TO BE DETERMINED**
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Timothy M. Schlabach
5. The Land is described as follows:
For legal description, see Exhibit "A" attached hereto.

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SCHEDULE A
(Continued)

Commitment No.: 99050.020

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: 
Morris Stutzman, Agent

Issuing Agent: Legacy Title Services, LLC
Agent ID No.: 5177251
Address: 2171 Eagle Pass
City, State, Zip: Wooster, Ohio 44691
Telephone: (330)264-6115

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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Exhibit "A"

TRACT 1:

Situated in the State of Ohio, County of Wayne and **Township of East Union**; in the **Northeast Quarter of Section 9**; T-16, R-12:

Commencing at the southeast corner of the Northeast Quarter of Section 9;

Thence North $87^{\circ} 17'$ West along the center line of a public road and quarter section line, 330.00 feet to an iron pin, the PLACE OF BEGINNING of the tract herein described:

1. Thence continuing North $87^{\circ} 17'$ West along the quarter section line, 873.39 feet to an iron pin;
2. Thence North $3^{\circ} 30'$ East, 250.00 feet to an iron pin;
3. Thence South $87^{\circ} 17'$ East, 875.00 feet to an iron pin in the center line of a public road;
4. Thence South $3^{\circ} 52'$ West along the center line of a public road 250.00 feet to the PLACE OF BEGINNING, containing **5.02 acres**, more or less.

A survey of this property was made by Clyde E. Purdy, R.S. #4900. For survey see Volume "Z", Page 53 of the Wayne County Survey Records.

TRACT 2:

Situated in the State of Ohio, County of Wayne and **Township of East Union**; in the **Northeast Quarter of Section 9**; T-16, R-12:

Commencing at the southeast corner of the Northeast Quarter of Section 9;

Thence North $87^{\circ} 17'$ West along the quarter section line, 1203.39 feet to an iron pin, the PLACE OF BEGINNING of the tract herein described:

1. Thence continuing North $87^{\circ} 17'$ West along the quarter section line, 184.00 feet to a point on the quarter section line witnessed by an iron pin 10 feet north;
2. Thence North $3^{\circ} 30'$ East 250.00 feet to an iron pin;
3. Thence South $87^{\circ} 17'$ East 184.00 feet to an iron pin;
4. Thence South $3^{\circ} 30'$ West 250.00 feet to the PLACE OF BEGINNING, containing **1.06**

acres, more or less.

A survey of this property was made by Clyde E. Purdy, R.S. #4900. For survey see Volume "Z", Page 59 of the Wayne County Survey Records.

PARCELS 1 AND 2 HAVE BEEN COMBINED TO CREATE A 6.08 ACRE PARCEL.

Permanent Parcel No.: 27-01249.000

Prior Instrument Reference: OR Volume 791, Page 1875

<i>First American Title</i>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	99050.020

Commitment No.: 99050.020

**SCHEDULE B, PART 1
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed - **TO BE DETERMINED**
 - b. Mortgage - **TO BE DETERMINED**
5. Payment of taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory survey if survey exception set forth in Item 3 of Schedule B, Section II is to be deleted.
7. Owners/Seller Affidavit covering matters of title in form acceptable to the Company.
8. Further exceptions and/or requirements may be made upon review of the proposed documents and/or further ascertaining the details of the transaction.
9. Cancellation of Item 12, Schedule B, Section II.
10. A new survey will be required prior to the next conveyance.

SCHEDULE B
(Continued)

Commitment No.: 99050.020

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Notwithstanding the reference to acreage or square footage in the description of the Land described in Schedule A, this Policy does not insure or guarantee the acreage or quantity of land set forth therein.
10. Rights of the public to use those portions of the subject captioned premises lying within the bounds of any legal highway.

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SCHEDULE B
(Continued)

Commitment No.: 99050.020

11. The property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.
12. In Volume 791, Page 1878, Wayne County, Ohio Official Records is an Open End Mortgage from Timothy M. Schlabach, a single person, to Amish Helping Fund dated February 23, 2015 and filed for record February 25, 2015 at 10:54 a.m. Consideration for said Mortgage is \$160,000.00.
13. In Volume 245, Page 48, Wayne County, Ohio Deed Records is an Easement for Highway Purposes from Leslie Daniels and Nora Daniels to The State of Ohio dated March 17, 1941 and filed for record July 19, 1941 at 11:59 a.m. NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
14. In Volume 7, Page 170, Wayne County, Ohio Lease Records is a Salt, Oil, Gas & Mineral Lease from Isaac and Nancy Daniels, husband and wife, to The Interstate Oil Co. dated July 27, 1904 and filed for record September 28, 1904 at 9:00 a.m. NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
15. In Volume 14, Page 479, Wayne County, Ohio Lease Records is an Oil and Gas Lease from Isaac Daniels and Nancy Daniels, husband and wife, to The East Ohio Gas Co. dated March 21, 1911 and filed for record April 8, 1911 at 9:00 a.m. NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
16. In Volume 65, Page 8, Wayne County, Ohio Lease Records is a Deed of Easement from Leslie Daniels and Nora B. Daniels to Central Ohio Light and Power Co. dated February 18, 1946 and filed for record February 18, 1946 at 11:26 a.m. NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
17. In Volume 114, Page 391, Wayne County, Ohio Lease Records is an Oil and Gas Lease from Ivan and Geneva Swartzentruber, husband and wife, to Edward A. Mack dated October 7, 1971 and filed for record October 13, 1971 at 9:45 a.m. NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
18. In Volume 472, Page 264, Wayne County, Ohio Deed Records is a Warranty Deed from Ivan A. Swartzentruber and Geneva Swartzentruber, husband and wife, to Ben D. Yoder and Carol J. Yoder dated June 16, 1972 and filed for record June 27, 1972. Said Deed contains the following language:

"The Grantors herein, their heirs and assigns, reserve an easement for a gas line to be installed along the front of the above-described premises as near to the side line of the road as is possible. Said gas line to be at least four feet in depth. Together with said easement is the right to install, repair, maintain and replace the gas line.

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SCHEDULE B
(Continued)

Commitment No.: 99050.020

The Grantors herein, their heirs and assigns, further grant and convey to the grantees herein, their heirs and assigns an easement for a drain tile to carry surface water from down spouts through a portion of the premises of the grantors to an existing drain tile that runs under the road. Said drain tile to enter the grantors' lands approximately 25 feet west of the westerly side of the road.

The Grantors herein, their heirs and assigns, further grant unto the grantees, their heirs and assigns, an easement for a drain tile to carry effluent from the septic system on the lands above described through a portion of the premises of the grantors to an existing drain tile that runs under the road. Said drain tile to enter the grantors' lands approximately 40 feet westerly from the westerly side of the road and remain within 20 feet of the northerly line of the premises above described.

Together with said easements is the right to install, repair, maintain and replace said drain tiles."

NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.

19. In Volume 600, Page 66, Wayne County, Ohio Deed Records is a Right of Way from Ben D. Yoder and Carol J. Yoder, husband and wife, to Royal Petroleum Properties, Inc. dated September 12, 1984 and filed for record September 24, 1984 at 10:13 a.m. NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
20. In Volume 628, Page 487, Wayne County, Ohio Deed Records is a Right of Way from Ben D. Yoder and Carol J. Yoder, husband and wife, to MB Operating Co., Inc. dated May 18, 1987 and filed for record May 26, 1987 at 2:04 p.m. NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
21. In Volume 711, Page 818, Wayne County, Ohio Deed Records is a Right of Way Agreement from Ben D. Yoder and Carol J. Yoder, husband and wife, to MorMack Energy Services, Inc. dated May 20, 1994 and filed for record September 12, 1994 at 1:57 p.m. NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
22. In Volume 153, Page 680, Wayne County, Ohio Lease Records is an Oil and Gas Lease from Ben D. Yoder and Carol J. Yoder, husband and wife, to Royal Petroleum Properties, Inc. dated September 12, 1984 and filed for record September 24, 1984 at 10:06 a.m. NOTE: No examination was made of the estate created by the above instrument, nor of items noted by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
23. In Volume 472, Page 267, Wayne County, Ohio Deed Records is a Warranty Deed from Ivan A. Swartzentruber and Geneva Swartzentruber, husband and wife, to Ben D. Yoder and Carol J. Yoder dated June 16, 1972 and

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SCHEDULE B
(Continued)

Commitment No.: 99050.020

filed for record June 27, 1972 at 11:46 a.m. Said deed contains the following restriction:

"The above described premises are sold and conveyed subject to the restriction and condition that no mobile home or so called junk yard shall be placed or suffered to remain on said premises permanently or temporarily."

NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.

24. Taxes, Parcel No. 27-01249.000, for the first half of 2019, in the amount of \$1,750.04, and all prior years are paid in full. Taxes for the second half of 2019, in the amount of \$1,750.04, are a lien, but are not yet due and payable. Taxes for the year reflect a special assessment for Muskingum Watershed in the amount of \$3.00 per half. Taxes for the year 2020 are a lien, but have not yet been determined. There are no other special assessments listed on the books of the Wayne County Treasurer, but I do not certify to any, if such not now entered thereon.

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