



ALTA Commitment for Title Insurance

Issued By Old Republic National 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 EXTRACTIONAL 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of
Ohio Real Title Agency, LLC
1213 Prospect Avenue East
Suite 200
Cleveland, OH 44115

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Michelle M Britton

Michelle M Britton
Authorized Signatory

By

C Monroe

President

Attest

David Wald

Secretary

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.

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- (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.
- (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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Schedule A

ALTA COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: Ohio Real Title Agency, LLC
OH 44115

Issuing Office's ALTA® Registry ID: 1147475

Loan ID Number:

Revision Number:

Issuing Office: 1213 Prospect Avenue East, Suite 200, Cleveland,

Issuing Office File Number: 134263

Commitment Number: 134263

Property Address: 9241 NW Dundee Wilmot Rd, Beach City, OH
44608

1. Commitment Date: 04/20/2020 at 6:59 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy
Proposed Insured:
Proposed Policy Amount: \$
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:
Clarence A. Yoder and Valerie J. Yoder by deed recorded with Tuscarawas County Recording Office on 07/18/1997 in Book 720, Page 456.

Clarence A. Yoder and Valerie J. Yoder by deed recorded with Tuscarawas County Recording Office on 05/27/1998 in Book 731, Page 404.
5. The Land is described as follows:
See legal description in Exhibit "A" attached hereto and made a part hereof.

Old Republic National Title Insurance Company

Michelle M Botton

Authorized Signatory
Ohio Real Title Agency, LLC

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Schedule A

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Schedule B-I

ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Proper documentation for authorization to sign on behalf of company, if it applies
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Release of Mortgages and /or Liens in Schedule B, Section II
7. Possible Homeowners Association dues if any.
8. No County stamp requiring survey/legal for transfer on title deed.

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Schedule B I

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Schedule B-II

ALTA COMMITMENT

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. 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.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
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 theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights of parties in actual 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. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.
7. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
8. 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 instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
9. The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.
10. Any invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matter created by or arising

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Schedule B II

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out of the inaccessibility of the (county) including, but not limited to (i) an inability to search the Public Records after (last effective date of the commitment), (ii) any delay in recordation of the documents (vesting Title or) creating the lien of the Insured Mortgage in the Public Records, or (iii) any claim based on an assertion that the recording of the Insured Mortgage failed to be timely.

11. Right of Way filed in Volume 723, Page 583 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

12. Reservation filed in Volume 720, Page 456 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

13. Reservation filed in Volume 720, Page 205 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

14. Right of Way file in Volume 500, Page 674 in the Tuscarawas County, Ohio Records.

Assignment filed in Volume 574, Page 224 in the Tuscarawas County, Ohio Records.

Assignment filed in Volume 1046, Page 1671 in the Tuscarawas County, Ohio Records.

Assignment filed in Volume 1122, Page 1971 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

15. Right of Way filed in Volume 499, Page 279 in the Tuscarawas County, Ohio Records.

Assignment filed in Volume 626, Page 397 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

16. Lease filed in Volume 104, Page 161 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

17. Lease filed in Volume 66, Page 229 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

18. Lease filed in Volume 1, Page 314 in the Tuscarawas County, Ohio Records.

Affidavit of Non-compliance filed in Volume 116, Page 669 in the Tuscarawas County, Ohio Records.

NOTE: For further conditions see record.

19. Open End Mortgage from Clarence A. Yoder and Valerie J. Yoder, husband and wife to The Huntington National Bank in the amount of \$260,000.00 filed for record on September 30, 2019 in Book 1594, Page 1683 in the Tuscarawas County, Ohio records.

20. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 68-00414-001

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Taxes for the First Half 2019 in the amount of \$1,583.57 are PAID
Taxes for the Last Half 2019 in the amount of \$1,583.57 are PAID

Specials included above: \$3.00 per half

Subject to future assessments of any kind, if any.
Taxes for future tax periods are a lien, not yet due or payable.

21. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 68-00414-000

Taxes for the First Half 2019 in the amount of \$107.57 are PAID
Taxes for the Last Half 2019 in the amount of \$107.57 are PAID

Specials included above: \$3.00 per half

Subject to future assessments of any kind, if any.
Taxes for future tax periods are a lien, not yet due or payable.

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Exhibit A

ALTA COMMITMENT

Property Description

PARCEL 1:

Situated in the Township of Wayne, the County of Tuscarawas and the State of Ohio:

Being a part of Lot #9 in the fourth quarter of Township 9, Range 4, and being also a part of a 10 acre tract and part of a 10.55 acre tract heretofore conveyed to Mildred Schwartz in deed Volume 661 Pg. 341 and being more fully described as follows:

Commencing at an iron pin found at the northeast corner of Lot #9; Thence with the north line of said lot North 88 deg. 00 min. 00 sec. West, 326.49 ft. to an iron pin set at the True Place of Beginning of the tract herein described;

Thence leaving said line South 01 deg. 46 min. 28 sec. West, 533.78 ft. to an iron pin set;

Thence North 88 deg. 00 min. 00 sec. West, 191.12 ft. to an iron pin set;

Thence South 01 deg. 46 min. 28 sec. West, 496.19 ft. to a point in the center of Co. Rd., #96 and passing on the line an iron pin set at 406.19 ft.;

Thence with the center of said road North 71 deg. 05 min. 14 sec. West, 897.71 ft. to a point;

Thence with the east line of a 118.05 acre tract heretofore conveyed to Jay and Elizabeth Baker in Deed Vol. 357 Pg. 489, North 01 deg. 46 min. 28 sec. East, 854.27 ft. to an iron pin set on the north line of Lot #9 and passing on line an iron pin set at 30.00 ft.;

Thence with said line South 88 deg. 00 min. 00 sec. East, 571.18 ft. to the place of beginning, containing 10.300 acres more or less, but subject to all legal highways. Being 6.369 acres out of the 10 acre tract and 3.931 acres out of the 10.55 acre tract. Bearings herein are oriented to an assumed meridian and denote angles only. All iron pins set are 5/8 by 30 in. with plastic caps stamped "Pyle Survey #6533". Survey and description by John P. Pyle, Reg. Surveyor #6593 in June 1997.

As to PPN: 68-00414-001

PARCEL 2:

Situated in the Township of Wayne, the County of Tuscarawas and the State of Ohio:

Being a part of Lot #9 in the fourth quarter of Township 9, Range 4, and being also a part of a 10.55 acre tract heretofore conveyed to Mildred Schwartz in Deed Vol. 661, Pg. 341 and being more fully described as follows:

Commencing at an iron pin found at the northeast corner of Lot #9; Thence with the north line of said lot North 88 deg. 00 min. 00 sec. West, 326.49 ft. to an iron pin set;

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Thence South 01 deg. 46 min. 28 sec. West, 533.78 ft. to an iron pin set at the True Place of Beginning of the tract herein described;

Thence continuing South 01 deg. 46 min. 28 sec. West, 494.37 ft. to a point in the center of Co. Rd. #96 and passing on line an iron pin set at 464.37 ft.;

Thence with the center of said road North 71 deg. 05 min. 14 sec. West, 200.00 ft. to a point;

Thence leaving said road North 01 deg. 46 min. 28 sec. East, 436.19 ft. to an iron pin set and passing on line an iron pin set at 30.00 ft.;

Thence South 88 deg. 00 min. 00 sec. East, 191.12 ft. to the place of beginning, containing 2.041 acres more or less, but subject to all legal highways. Bearing herein are oriented to an assumed meridian and denote angles only. All iron pins set are 5/8 by 30 in. with plastic caps stamped "Pyle Survey #6533". Survey and description by John P. Pyle, Reg. Surveyor #6533 in June 1997.

As to PPN: 68-00414-000

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Schedule B II

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