



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

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

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.

Jeffrey S. Robinson, Secretary

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.
- (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>.

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

SCHEDULE A

Issue Date: May 21, 2020
Referral No.:
Loan No.:
Address Reference: 9365 Camp Road, Homerville, OH 44235

- 1. Effective Date: May 11, 2020 @ 8:00 a.m.
2. Policy (or Policies) to be issued: Policy Amount
a. Owner's Policy
Proposed Insured: To Be Determined
b. 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 Eleanor E. Timar
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.
30455 Solon Road
Solon, OH 44139
(440) 600-5550

EXHIBIT "A"

Situated in the Township of Homer, County of Medina, and State of Ohio:

Beginning at a stone found in the southwest corner of Lot 2, said point being the centerline of County Road 36 (Camp Road);

Thence North 00° 42' West, along the centerline of County Road 36 and along the west line of Lot 2, a distance of 1117.47 feet to an iron pin set in the true place of beginning;

Thence continuing North 00° 42' West, along the west line of Lot 2 and the centerline of County Road 36, a distance of 422.96 feet to an iron pin set;

Thence North 89° 54' 51" East, passing through an iron pin set 30.00 feet from the centerline of County Road 36 and along the south line of the property of Eleanor V. Ziebra, a distance of 2554.72 feet to an iron pin set;

Thence South 00° 30' 45" East, along the east line of Lot 1, Section 9, a distance of 425.51 feet to an iron pin set;

Thence South 89° 58' 19" West a distance of 2553.36 feet, passing through an iron pin set 30.00 feet from the centerline of County Road 36, to the true place of beginning, and containing 24.873 acres and having 11.973 acres in Lot 2 and 12.900 acres in Lot 1 and being subject to all legal highways, as surveyed by John A. Bambeck, Registered Surveyor No. 5141, in October 1975. Be the same more or less, but subject to all legal highways.

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

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. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction.
 - g. Evidence satisfactory to the Company that the amount due under the Medicaid Estate Recovery Program, if any, has been paid.
 - h. A properly executed release or satisfaction of Item(s) **13-47** of Schedule B - Section II.
 - i. 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 **Eleanor E. Timar, with dower release if any, to To Be Determined.**

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

**SCHEDULE B - SECTION II
EXCEPTIONS**

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. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
10. Right of Way as recorded in File No. 2001OR043203 of Medina County Records. (For Conditions See Record.)
11. Lease as recorded in Volume 84, Page 569 of Medina County Records, and all assignments of any interest in and to said lease.
12. Lease as recorded in Volume 98, Page 497 of Medina County Records, and all assignments of any interest in and to said lease.

SCHEDULE B - SECTION II - CONTINUED

13. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,428.94, filed March 22, 1993 in Judgment Docket 104751 and renewed December 4, 2014 in Judgment Docket STL-60-216 of Medina County Records.
14. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,991.85, filed February 22, 2007 in Judgment Docket ST07141850 and renewed December 4, 2014 in Judgment Docket STL-60-213 of Medina County Records.
15. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,561.95, filed December 4, 2014 in Judgment Docket STL-60-203 of Medina County Records.
16. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,631.18, filed December 4, 2014 in Judgment Docket STL-60-204 of Medina County Records.
17. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,706.34, filed December 4, 2014 in Judgment Docket STL-60-205 of Medina County Records.
18. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,780.34, filed December 4, 2014 in Judgment Docket STL-60-206 of Medina County Records.
19. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,862.96, filed December 4, 2014 in Judgment Docket STL-60-207 of Medina County Records.
20. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,940.43, filed December 4, 2014 in Judgment Docket STL-60-208 of Medina County Records.
21. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,019.02, filed December 4, 2014 in Judgment Docket STL-60-209 of Medina County Records.
22. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,090.46, filed December 4, 2014 in Judgment Docket STL-60-210 of Medina County Records.
23. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,170.76, filed December 4, 2014 in Judgment Docket STL-60-211 of Medina County Records.
24. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$7,445.54, filed December 4, 2014 in Judgment Docket STL-60-212 of Medina County Records.
25. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,359.88, filed December 4, 2014 in Judgment Docket STL-60-214 of Medina County Records.

SCHEDULE B - SECTION II - CONTINUED

26. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,430.12, filed December 4, 2014 in Judgment Docket STL-60-215 of Medina County Records.
27. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,577.80, filed December 4, 2014 in Judgment Docket STL-60-217 of Medina County Records.
28. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$1,686.50, filed December 4, 2014 in Judgment Docket STL-60-218 of Medina County Records.
29. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$1,712.74, filed December 4, 2014 in Judgment Docket STL-60-220 of Medina County Records.
30. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$3,617.01, filed December 4, 2014 in Judgment Docket STL-60-221 of Medina County Records.
31. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$4,908.08, filed December 4, 2014 in Judgment Docket STL-60-222 of Medina County Records.
32. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$2,187.30, filed December 4, 2014 in Judgment Docket STL-60-223 of Medina County Records.
33. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,109.76, filed December 4, 2014 in Judgment Docket STL-60-224 of Medina County Records.
34. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$2,013.14, filed December 4, 2014 in Judgment Docket STL-60-225 of Medina County Records.
35. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,300.55, filed December 4, 2014 in Judgment Docket STL-60-226 of Medina County Records.
36. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$1,932.89, filed December 4, 2014 in Judgment Docket STL-60-227 of Medina County Records.
37. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,001.00, filed December 4, 2014 in Judgment Docket STL-60-228 of Medina County Records.

SCHEDULE B - SECTION II - CONTINUED

38. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,036.96, filed December 4, 2014 in Judgment Docket STL-60-229 of Medina County Records.
39. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$4,971.47, filed December 4, 2014 in Judgment Docket STL-60-230 of Medina County Records.
40. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$3,491.05, filed December 4, 2014 in Judgment Docket STL-60-231 of Medina County Records.
41. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$1,806.16, filed December 4, 2014 in Judgment Docket STL-60-232 of Medina County Records.
42. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$3,074.56, filed December 4, 2014 in Judgment Docket STL-60-233 of Medina County Records.
43. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$30,639.65, filed December 4, 2014 in Judgment Docket STL-60-235 of Medina County Records.
44. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$30,639.65, filed December 4, 2014 in Judgment Docket STL-60-236 of Medina County Records.
45. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$12,255.86, filed December 4, 2014 in Judgment Docket STL-60-237 of Medina County Records.
46. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$5,655.21, filed December 4, 2014 in Judgment Docket STL-60-238 of Medina County Records.
47. Judgment Lien in favor of State of Ohio, Department of Taxation against William Timar (10243 West 130th Street, North Royalton, OH 44133) in the amount of \$6,213.80, filed December 4, 2014 in Judgment Docket STL-60-239 of Medina County Records.

48. For Informational Purposes Only:

Property transferred from **Donald G. Loede and Kathleen T. Loede, husband and wife**, Grantor(s), to **William L. Timar and Eleanor E. Timar, for their joint lives, remainder to the survivor of them**, Grantee(s), by Survivorship Deed filed July 15, 1986 in Official Record 314, Page 954 of Medina County Records.

Property transferred from **William L. Timar, deceased**, Grantor(s), to **Eleanor E. Timar**, Grantee(s), by Affidavit of Surviving Spouse filed January 4, 2016 in File No. 2016OR000046 of Medina County Records.

SCHEDULE B - SECTION II - CONTINUED

49. The following appears on the Current General Tax Duplicate of the Medina County Treasurer for **Parcel No. 019-13C-09-004**.

- (a) Taxes for the First Half of 2019 in the amount of \$1,195.59 are paid. Delinquencies, interest, and penalties are due in the amount of \$1,377.65.
- (b) Taxes for the Last Half of 2019 in the amount of \$1,195.59 are a lien, but not yet due and payable.
- (c) The taxes for the year 2020 are undetermined and a lien, but not yet due and payable.
- (d) No Special Assessments appear on the current Tax Duplicate.

VALUATION: LAND	CAUV	BUILDING	TOTAL
39180	15320	46190	100690

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

NOTE: The above taxes include a Homestead Exemption Credit in the amount of \$197.23 per half.

NOTE: Taxes are subject to CAUV valuation.