



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company, Ohio Agency

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY, OHIO AGENCY

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, **First American Title Insurance Company, Ohio Agency**, a Ohio 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.

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AMERICAN
LAND TITLE
ASSOCIATION



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.

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- (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>.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company, Ohio Agency

Schedule A

Transaction Identification Data for reference only:

Issuing Agent:	Issuing Office:	Alban Title, LLC
ALTA® Universal ID: 1091252	Loan ID No.:	
Commitment No.: A20-1651	Issuing Office File No.:	A20-1651
Property Address: 121 Edgemore St NW, Sugarcreek, OH 44681		
Revision No.:		

SCHEDULE A

1. Commitment Date: September 18, 2020 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount: \$36,540.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Ryan A. Rowe
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Alban Title, LLC

Authorized Signatory

Issuing Agent: Alban Title, LLC
 Agent ID No.: 4042546
 Address: 920 Boulevard Street
 City, State, Zip: Dover, OH 44622
 Telephone: 330-343-5800


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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI & BII	

Commitment No.: A20-1651

SCHEDULE B, PART I

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.

Survivorship Deed from Ryan Rowe to .

Mortgage from to , securing the principal amount of \$0.00.

5. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement due to the COVID-19 emergency by the parties to the contemplated transaction.

Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.

“Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the [applicable recording office], including, but not limited to, (i) an inability to search the Public Records after [last effective date of the commitment], or (ii) any delay in recordation of [the documents vesting Title] in the Public Records.”

“Any invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the [applicable recording office], 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.”

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6. Satisfaction and release of mortgage to Huntington National Bank, recorded in Volume 1364, Page 2588, Tuscarawas County Official Records.
7. Satisfaction and release of mortgage to Huntington National Bank recorded in Volume 1510, Page 1142, Tuscarawas County Official Records.

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI & BII (Cont.)	

Commitment No.: A20-1651

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.

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8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. **Additions or abatement, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.**
10. The lien of all general taxes and assessments for the year 2019 and thereafter.


Taxes for the year 2019 in the amount of \$771.31 per half are paid.
Tax Parcel Number: 58-00233-000
11. Mortgage from Ryan A. Rowe, unmarried, to The Huntington National Bank dated September 10, 2011, received for record September 16, 2011 at 1:53 p.m. and recorded in Volume 1364, Page 1588, Tuscarawas County Official Records in the face amount of \$64,000.00.
12. Open-end mortgage from Ryan A. Rowe and Heather Rowe, husband and wife, to The Huntington National Bank dated August 5, 2016, received for record August 17, 2016 at 10:24 a.m. and recorded in Volume 1510, Page 1142, Tuscarawas County Official Records in the face amount of \$54,500.00.
13. All matters as shown on the Park Hill Allotment Plat recorded in Volume 366, Page 68 of the Tuscarawas County Plat
Records.
14. Easement and right of way from Richard Klein and Ruth Klein, husband and wife, to Richard W. Henry and Juanita P. Henry, dated October 5, 1958, received for record October 21, 1958 at 12:54 p.m. and recorded in Volume 385, Page 483, Tuscarawas County Deed Records.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company, Ohio Agency
Exhibit A	

File No.: A20-1651

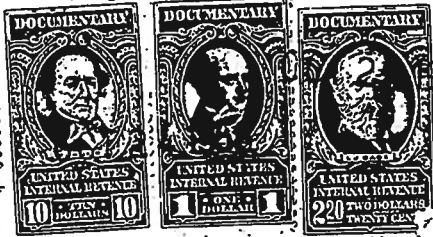
The Land referred to herein below is situated in the County of Tuscarawas, State of Ohio, and is described as follows:

Situated in the Village of Sugarcreek, County of Tuscarawas and State of Ohio:

And known as and being Lot Number Four Hundred Twenty-six (426) in Park Hill Allotment, as numbered on the plat of said allotment in Deed Book 366, Pages 68 to 81, of the Tuscarawas Deed Records.

Tax Parcel Number: 58-00233-000





The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

Know all

Present

That ---Richard Klein and Ruth Klein, husband and wife----

, the Grantor s,

who claim title by or through instrument , recorded in Volume 368 , Page 1013

County Recorder's Office, for the consideration of ---One Dollar and other
valuable considerations---

Dollars (\$ 1.00)

received to --their-full satisfaction of --- Richard W. Henry and
Juanita P. Henry--

the Grantee s,

whose TAX MAILING ADDRESS will be -121 Edgemore St.,
Sugarcreek, Ohio

do

Give Grant, Bargain, Sell and Convey unto the said Grantee s, --their--
heirs and assigns, the following described premises, situated in the Village of
--Sugarcreek--- , County of -Tuscarawas--- and State of Ohio:

Situated in the Village of Sugarcreek, County of Tuscarawas
and State of Ohio, and known as and being Lot Number 426 in
PARK HILL ALLOTMENT, as numbered on the Plat of said Allotment
in Deed Book 366, Pages 68 to ____, of the Tuscarawas Deed
Records.

Subject to and together with, as an appurtenance thereto and
as running with the land, a certain easement or right-of-way
for constructing, maintaining, repairing, renewing and using
poles, wires, conduits, mains or pipes, to the Grantor herein,
or to such public utility company or companies, or municipal
corporation, furnishing water, electricity, heat, power, light
or telephone service, in the manner and form which the
Grantor herein may have heretofore granted or may hereafter grant
the right to use the same, and to such municipal corporation or
public utility company as now has or may hereafter have the
right to have granted to it a franchise to operate in the Village
of Sugarcreek, or other legally constituted municipality or district,
over and upon the strips of land designated for such purpose upon
the Plat of said Addition; said easement or right of way shall
be for the purpose of supplying water, sewer, electricity,
heat, light, power, telephone or other service to any and all
present or future owners of the whole or any part of any lot
in said PARK HILL ALLOTMENT.

be the same more or less, but subject to all legal highways.

VOL 385 PAGE 484

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee s, their- heirs and assigns forever.

And they, -Richard Klän and Ruth Klein- the said Grantors, do for --themselves--and --their-- heirs, executors and administrators, covenant with the said Grantees --their- heirs and assigns, that at and until the ensembling of these presents, ----They are---- well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever excepting taxes. The Grantors shall pay the taxes due and payable in June, 1959 and the Grantees shall pay all taxes due thereafter.

and that --they-- will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantees--their- heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration --- Richard Klän and Ruth Klän-

do hereby remise, release and forever quit-claim unto the said Grantee--their- heirs and assigns, all ---their-- right and expectancy of ~~Power~~ in the above described premises.

In Witness Whereof --They- have hereunto set -their hands, the --8th- day of --October-- , in the year of our Lord one thousand nine hundred and fifty eight.

Signed and acknowledged in presence of

John Woodard
James Leggett

Richard Klän
Richard Klän
Ruth Klän
Ruth Klän

State of Ohio

Tuscarawas-- County, } ss. Before me, a ----Notary Public---
the above named } in and for said County and State, personally appeared
---Richard Klän and Ruth Klän---

who acknowledged that--they--did sign the foregoing instrument and that the same is -their-free-act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at ---Dover, Ohio--- this --8th- day of --October-- , A. D. 19 58-



John T. Woodard
Notary Public
JOHN T. WOODARD, Notary Public
My Commission Expires Jan. 15, 1961

11066
RECORDED
INDEXED

Henry Walton, Jr. and
Virginia Walton,
husband and wife

Robert E. Shaffer
Eva M. Shaffer,
husband and wife
Tuscarawas, Ohio

Transferred
OCT 21 1958
DONALD F. WINSTE
COUNTY RECORDER

COUNTY OF Tuscarawas SS

RECEIVED FOR RECORDING THE
OCT 21 1958

day of 5th
at 10 o'clock P M
and RECORDED OCT 24 1958 in

DEED BOOK PAGE
Robert E. Shaffer

RECORDERS FEE \$ 1.40 COUNTY RECORDER

SCOTT HARRISON
ATTORNEY-AT-LAW
126 E. THIRD STREET
MURKINVILLE, OHIO