

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 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, 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.

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 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.

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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**

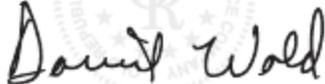
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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>.

*Issued through the Office of
Killbuck Valley Title Agency*

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

By  President
Attest  Secretary



Authorized Signatory

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE A
ALTA Commitment**

1. Commitment Date: **September 28, 2020**

File Number: **2020-194-B**

2. The policy or policies to be issued are:

(a) 2006 ALTA Owner's Policy
Proposed Insured:

Policy Amount: **\$1.00**

(b) 2006 ALTA Loan Policy
Proposed Insured: **Cash**

Policy Amount: **\$1.00**

(c) ALTA Policy
Proposed Insured:

Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Ervin A. Miller and Lena L. Miller, husband and wife, for their joint lives, remainder to the survivor of them

5. The Land is described as follows:

See legal description in Exhibit "A" attached hereto and made a part hereof.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B – SECTION I
ALTA Commitment**

REQUIREMENTS

Commitment Date: September 28, 2020

File Number: 2020-194-B

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. Duly authorized and executed Deed from Ervin A. Miller and Lena L. Miller vesting Fee Simple title in tbd tbd and tbd tbd.
 - b. Duly authorized and executed Mortgage from tbd tbd and tbd tbd in favor of Cash securing an insured loan in the amount of \$1.00.
5. Properly executed release of the Open- End mortgage in Vol. 905, Page 2207, Wayne County Official Records.
6. Properly executed release of Open- End mortgage in Vol. 908, Page 1861, Wayne County Official Records.
7. Location Survey.
8. Properly executed owner's affidavit.
9. Pursuant to Ohio Law, the proper notarial certificate must be contained in the mortgage document as follows: "This is an acknowledgement clause; no oath or affirmation was administered to the signers."

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II
ALTA Commitment**

EXCEPTIONS

Commitment Date: September 28, 2020

File Number: 2020-194-B

This Commitment does not republish and 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 commitment 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, interests, or claims that are 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, 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 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 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 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. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.

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9. County Treasurer's General Tax Duplicate shows: Taxes for the year 2019 on Parcel No. 45-00623.002 amount to \$2,061.37 per half year, plus a special assessment of \$3.00 per half year. Taxes and assessments for the full year are paid. Taxes for the year 2020 have not yet been determined but are a lien. 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. 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, Taxes or assessments approved, levied, or enacted by a State, County, Municipality, Township, or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by any State, County, Municipality, Township or other taxing authority.
10. Open - End Mortgage from Ervin A. Miller and Lena L. Miller, husband and wife, to The Commercial and Savings Bank, for \$75,000.00, dated January 28, 2020, recorded January 31, 2020, at 12:15 p.m. and recorded in Vol. 905, Page 2207, Wayne County Official Records, covering premises, together with any and all terms, conditions, and restrictions contained therein.
11. Open -End Mortgage from Ervin A. Miller and Lena L. Miller, husband and wife, to First Federal Community Bank, for \$202,200.45, dated April 21, 2020, recorded April 29, 2020, at 3:31 p.m. and recorded in Vol. 908, Page 1861, Wayne County Official Records, covering premises, together with any and all terms, conditions, and restrictions contained therein.
12. Pipeline Right of Way in Volume 110, Page 993, Wayne County Official Records, from Levi E. Mast and Clara E. Mast, husband and wife, to Northeast Ohio Natural Gas Corp., dated February 10, 1997 and recorded December 15, 1997. NOTE: No further examination has been made of the following item or any assignments thereto.
13. Subject to the rights of the public in and to Hogback Road.
14. No search of Federal Bankruptcy Records has been made and an exception in this regard will appear on any Policy to be issued by the Company.
15. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
16. Subject to the terms and conditions of that certain Common Access Driveway Agreement set forth in Schedule A and as recorded in Official Records Volume 724, Page 1673, Wayne County, Ohio on October 29, 2012, together with the rights of others to use, cross, and access the easement parcel, and subject to all mortgages, liens, and other adverse interests that may encumber or affect the easement parcel.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
EXHIBIT A
ALTA Commitment**

LEGAL DESCRIPTION

Commitment Date: September 28, 2020

File Number: 2020-194-B

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

Located in the Southeast Quarter of Section 15, T-15 N, R-12 W

COMMENCING at a 1 1/2" pipe, found marking the northeast corner of the Southeast Quarter of Section 15; thence South 03 deg. 10' 00" West, 1,789.34 feet with the east line of said Quarter Section and in public road to a 5/8" rebar; thence North 87 deg. 24' 31" West, 284.76 feet to a 5/8" rebar; thence North 00 deg. 33' 00" West, 726.17 feet to a Purdy pin, THE TRUE PLACE OF BEGINNING;

THEN WITH THE FOLLOWING SIX (6) COURSES:

- 1) South 86 deg. 14' 27" West, 183.32 feet to a Shamp pin;
- 2) South 89 deg. 54' 15" West, 338.16 feet to a corner post;
- 3) North 01 deg. 16' 27" West, 49.74 feet to an iron pin set;
- 4) North 48 deg. 19' 00" East, 672.50 feet to a Purdy pin;
- 5) South 20 deg. 24' 00" East, 45.00 feet to a 1" pipe;
- 6) South 00 deg. 33' 00" East, 443.35 feet to THE TRUE PLACE OF BEGINNING.

The above described tract of land contains 3.325 acres of land.

For survey, see Vol. "UU", Page 708 of the Wayne County Survey Records.

Permanent Parcel Number.: 45-00623.002

INCLUDING THEREWITH a Common Access Driveway easement as executed on June 28, 2012 and recorded in Volume 724, Page 1673 of the Official Records of Wayne County, Ohio.

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