



# Fidelity National Title

Insurance Company

**Transaction Identification Data for reference only:**

Issuing Office: **Wayne County Title Agency, Inc.**

ALTA Universal ID:

Loan ID Number:

Commitment Number: **WW60766**

Property Address: **Dalton Fox Lake Road North Lawrence, OH 44666**

Revision Number:

## SCHEDULE A

1. Commitment Date: **September 24, 2020, at 07:59 am**
2. Policy to be Issued:
  - (a) 2006 ALTA® Owner's Policy
 

Proposed Insured: **HIGH BIDDER AT AUCTION**  
Proposed Policy Amount:
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:  
**Susan D. Yoder and Lori D. Yoder**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

Countersigned  
**Wayne County Title Agency, Inc.**

BY:

  
Authorized Signatory

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**EXHIBIT "A"**

**Situated in the Township of Baughman (T-17N; R-11W), Section 23, Northeast Quarter, County of Wayne and State of Ohio:**

**Being Lot Number 1 in Yoder Plat & Parcel Survey as recorded in Plat Volume 32, Page 96 of the Wayne County Plat Records.**

**Permanent Parcel Number: 04-00139.006**

**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.
  1. **Deed from Susan D. Yoder and Lori D. Yoder, with dower release by spouses, if any, vesting fee simple title to insured premises in HIGH BIDDER AT AUCTION.**
5. **Payment and recorded release of Mortgage from Susan D. Yoder, unmarried, and Lori D. Yoder, unmarried, to Farm Credit Mid-America, FLCA, in the original principal amount of \$168,224.12, dated March 21, 2019, filed for record March 21, 2019 at 12:43 P. M. and recorded in Official Records Volume 894, Page 2029.**  
**NOTE: The above Mortgage originally covered 15.586 acres (caption plus more land) but was partially released as to a previous 7.766-acre outsale, leaving caption premises as the only land currently covered by the mortgage.**
6. **Receipt of Satisfactory Owner's Affidavit from Sellers.**

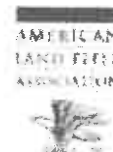
**SCHEDULE B, PART II  
Exceptions**

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. The 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term**

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**SCHEDULE B, PART II  
Exceptions- Continued**

**"encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.**

3. **Any inaccuracy in the specific quantity of acreage, square footage, or area shown on any survey, or contained within the legal description of caption premises. This policy does not insure the acreage, square footage, or area of the Land.**
4. **Title to that portion of caption premises, if any, lying within the bounds of any dedicated roads and/or legal highways.**
5. **Taxes or assessments, other than those shown by the Wayne County Treasurer's General Tax Duplicate; also, taxes and assessments for the Year 2020 and subsequent years.**
6. **Rights of parties in possession not shown by the public records.**
7. **Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.**
8. **The Company makes no representation as to the current ownership of any easement, right of way, oil and gas lease, or mineral lease, and has made no further examination of any such instrument or of any assignments thereof or marginal notations thereto.**
9. **Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.**
10. **Drainage course, restrictions, minimum building setback line, apparent encroachments, and all other matters shown on the Yoder Plat & Parcel Survey recorded in Plat Volume 32, Page 96. See copy attached.**
11. **Oil and Gas Lease from Eugene Singer and Rissie Singer, husband and wife, to Belden & Blake Oil Production, dated December 15, 1956, filed for record December 31, 1956 at 10:05 A. M. and recorded in Lease Record Volume 81, Page 579. Premises: 32 acres in Baughman Twp., Section 23.**
12. **Oil and Gas Lease from William Everett and Goldie Everett, husband and wife, to New Frontier Exploration, Inc., dated July 22, 1981, filed for record July 30, 1981 at 10:20 A. M. and recorded in Lease Record Volume 134, Page 49. Premises: 32 acres in Baughman Twp., Section 23.**
13. **Oil and Gas Lease from William N. Everett and Goldie I. Everett, husband and wife, to Everflow Eastern, Inc., dated February 15, 1987, filed for record March 4, 1988 at 11:25 A. M. and recorded in Lease Record Volume 168, Page 295. Premises: 32 acres in Baughman Twp., Section 23.**
14. **Telephone Line Easement from William N. Everett and Goldie I. Everett to United Telephone Company of Ohio, dated September 27, 1979, filed for record January 10, 1980 at 9:30 A. M. and recorded in**

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**SCHEDULE B, PART II  
Exceptions- Continued**

**Deed Record Volume 554, Page 411. Premises: Baughman Twp., Section 23, NE Qtr.**

**15. The Wayne County Treasurer's taxes for the year 2019 are as follows:**

**Parcel Number: 04-00139.006 (Lot 1, Yoder Plat, 7.612 ac)**

**Annual Amount: \$265.08**

**\$132.54          First Half          PAID**

**\$132.54          Second Half          PAID**

**Taxes for the year 2020 are a lien on caption premises, but are not yet due and payable and have not been determined.**

**C.A.U.V. NOTE: Attention is directed to the fact that the premises covered by Parcel Number 04-00139.006 is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at its agricultural use value under the provisions of Section 5713.33 of Ohio Revised Code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land in an amount equal to the amount of the tax savings accrued to the owner during the three years immediately preceding the year in which the conversion occurs, under the provisions of Section 5713.34 of Ohio Revised Code, or any amended or successor statute thereto.**

**NOTE: 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.**

**RETAIN ALL ATTACHMENTS HERETO FOR YOUR RECORDS.  
ATTACHMENTS HERETO WILL NOT ACCOMPANY THE FINAL POLICY.**

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# Fidelity National Title

Insurance Company

Commitment No. **WW60766**

## COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY 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, Fidelity 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 **180 days** 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.

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- (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; and
- (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>>.

**Fidelity National Title Insurance Company**

Countersigned  
Wayne County Title Agency, Inc.

BY: Adam T. Keating, V.P.  
Authorized Signatory

By: [Signature] President

SECRET

[Signature] Secretary

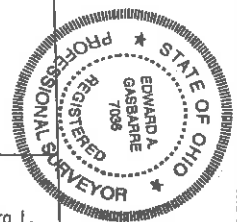
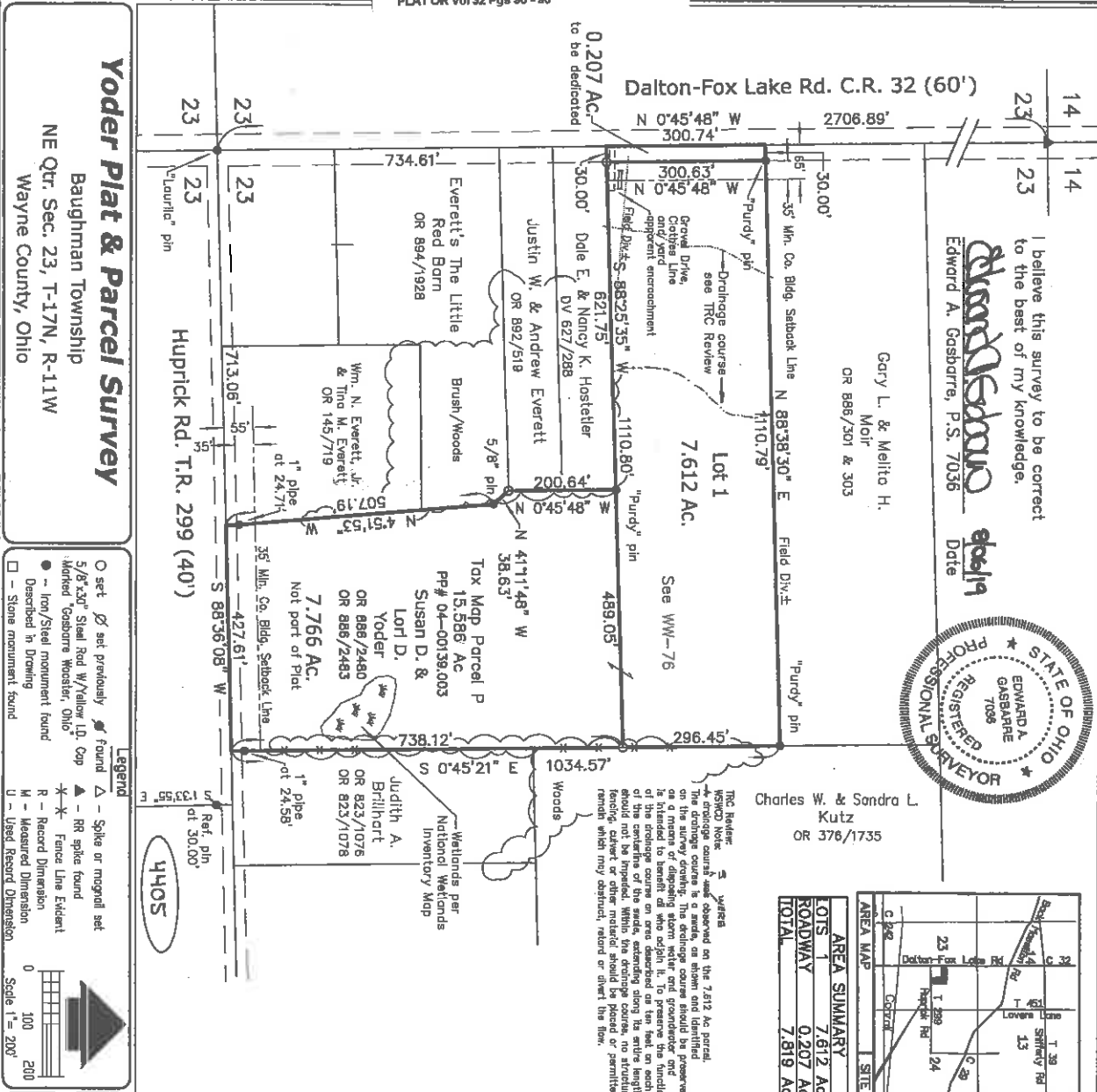
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#2019-12312

20190012312 11/21/2019 03:32 PM  
Filed for Record in WAYNE County, Ohio  
Jane Carmichael Rec Fees: \$40.00  
PLAT OR Vol 32 Page 96 - 98

Vol 32 Pg. 96



Charles W. & Sandra L. Kutz  
OR 376/1735

AREA MAP	AREA SUMMARY
23	7.612 Ac
24	0.207 Ac
<b>TOTAL</b>	<b>7.819 Ac</b>

**Yoder Plat & Parcel Survey**  
Baughtman Township  
NE Qtr. Sec. 23, T-17N, R-11W  
Wayne County, Ohio

**Legend**  
 ○ set,  $\Delta$  set previously found  $\Delta$  found  $\Delta$  Spike or maggot set  
 5/8" x 3/32" Steel Rod W/Yellow I.D. Cap  
 \* \* \* \* \* Wired Gasconite Washer, Ohio  
 \* \* \* \* \* Iron/Steel monument found  
 \* \* \* \* \* Described in Drawing  
 □ - Stone monument found

**Wetlands per National Wetlands Inventory Map**  
 Judith A. Brillhart  
OR 823/1076  
OR 823/1078

**Tax Map Parcel P**  
 PP# 04-00139,003  
 Susan D. & Lot D, Yoder  
OR 888/2480  
OR 888/2483

**NOTICE**  
 Approved this 14<sup>th</sup> day of Nov 2019 by the Wayne County Health Department.  
 Approved this 16<sup>th</sup> day of November 2019 by the Wayne County Planning Department.  
 Approved this 15<sup>th</sup> day of Nov 2019 by the Wayne Soil & Water Conservation District.  
 Approved this 15<sup>th</sup> day of November 2019 by the Wayne County Engineer.  
 Approved this 15<sup>th</sup> day of November 2019 by the Wayne County Auditor.

**Notary Public**  
 Jo Anna Miller  
 Notary Public  
 In and for State of Ohio  
 My Commission Expires November 7, 2020

**Professional Land Surveying**  
 Edward A. Gasbarre  
 P.S. 7036  
 Wayne County, Ohio  
 401 South Market St., P.O. Box 44  
 Wapakoneta, Ohio 45389  
 PH 937-294-9499

**Basin of Bearings:** common with record survey WM-76.  
 Ref. Survey: L-306, W-24, AA-323, WW-76, WW-292  
 Drawing: 2190993.dwg  
 August 5, 2019

KW-548