

Commitment for Title Insurance

File #: 23285

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company. The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: www.alta.org.

Issued through the Office of

Mid-Ohio Title Agency, Inc. 601 Main Street Zanesville, OH 43701 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Ву

Attest

President

Secretary

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File Number: 23285

1. Effective Date:

September 30, 2017 at 07:59 AM

2. The policy or policies to be issued are:

Amount

(a)

Owner's Policy:

ALTA Own. Policy (06/17/06)

Proposed Insured:

TBD

(b)

Loan Policy:

ALTA Loan Policy (06/17/06)

Proposed Insured:

- 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 Effective Date vested in: Pamela J. Moore, by virtue of a Limited Warranty Deed from Fannie Mae aka Federal National Mortgage Association dated 11/25/2015 filed 12/03/2015 and thereafter recorded in Book 2632 Page 264 of the Muskingum County Official Records. Conveyance fee exempt due to Government entity.
- 5. The land referred to in this Commitment is described as follows:

Situated in the State of Ohio, County of Muskingum and in the Township of Falls, bounded and described as follows:

Being Lot Number Forty-seven (47) of SKYLINE II, as delineated and described in Book 11 Page 49 of the Muskingum County Plat Book Records.

EXCEPTING therefrom 0.0149 acre parcel of land conveyed to Robert L. Sayre by deed dated 02/15/1969, recorded in Deed Book 565 Page 3 of the Deed Records of Muskingum County, Ohio, to which reference is made for a more particular description of said exception.

Being Auditor's Parcel No. 17-23-01-21-000





OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY Schedule B - Section I Commitment

REQUIREMENTS

File Number. 23285

Effective Date: September 30, 2017

The following are the requirements to be complied with:

a. Payment of all taxes through and including those for the year 2016.

Auditor's Parcel No. 17-23-01-21-000

The taxes are \$840.04 per half year, which includes a \$3.00 special tax assessment for the Muskingum Watershed Conservancy District. Taxes for the tax year 2016 are paid in full.

Taxes for the tax year 2017 are not yet established, due or payable, however, a valid lien against captioned real estate.

- b. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit 1. 2. TBD
- c. Cancellation or release of Mortgage executed by Pamela J. Moore to MERS as nominee for NOIC, Inc. dba Concord Mortgage Group, dated 11/25/15 and recorded in Book 2632, Page 266, Muskingum County Official Records, securing the principal sum of \$99,600.00.
- d. There is a 0.0149 acre exception off of the North side of captioned lot of which said exception will not be included with sale of the property. A mortgage location survey has been completed with a copy being attached for complete information.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY Schedule B - Section II Commitment

EXCEPTIONS

File Number: 23285

Effective Date: September 30, 2017

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- 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, 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, 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 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. 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.
- 7. 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.
- a. Rights of way for underground utilities.
- b. Existing easements for public roads and public utilities now in use.
- c. The dower, courtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
- d. Claims, if any, by the State of Ohio under the Medicaid recovery program, ORC Sections 5111.11 ad 5111.111.
- e. Satisfaction of all mortgages and liens as set forth in Schedule B 1.
- f. Anything to the contrary notwithstanding, the Final Policy or Policies, when issued, will not insure against loss or damage due to surface entry onto the property described in Schedule A for the purpose of oil and gas drilling operations or mineral extraction, including but not limited to the exploration and production of oil, gas and mineral deposits, or changes in the contour or usefulness of the property by reason thereof.
- g. The policy does not insure the quantity of land described as acreage.
- h. Information contained herein is limited to the period searched from 02/06/70 to the date of this commitment.
- i. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease,

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Schedule B-Section II

(Continued)

File Number: 23285

grant, reservation, severance, sufferance or exception.

- j. NOTE: This search information does not purport to include information regarding mineral rights, this search only to include information found during the time period searched. For information regarding mineral rights, a complete mineral search exceeding 125 years would be necessary for an additional cost and time.
- k. 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.
- I. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
- m. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished. NOTE: Upon receipt of a satisfactory Affidavit of Agreement this exception will be deleted.
- n. Encroachments, overlaps, boundary line disputes or any other matter which would be disclosed by an accurate survey or inspection of the premises;
- o. Rights of parties in actual possession of all or any part of the premises;
- p. 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 Date of Policy.
- q. 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.
- r. Subject to a Sewer Right-of-Way/Easement granted to Board of County Commissioners of Muskingum County, Ohio, dated 10/14/1976 filed 11/05/1976 and recorded in Book 743 Page 330 of the Muskingum County Deed Book Records.
- s. Subject to a Sewer Right-of-Way/Easement granted to Board of County Commissioners of Muskingum County, Ohio, dated 02/27/1976 filed 03/11/1976 and recorded in Book 723 Page 315 of the Muskingum County Deed Book Records.

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LOCATION SURVEY

TERRY J. FINLEY SURVEYING & MAPPING

155 Mockingbird Hill, Zanesville, OH 43701 Phone or Fax (740) 454-8721

Owner:

Pamela J. Moore

Address:

3958 Skyline Drive, Zanesville, OH 43701

Certified to:

Mid-Ohio Title Agency, Inc.

Parcel Description:

Lot Number Forty-seven (47) in Skyline II, Plat Book 11, page 49, Falls Township,

Muskingum County, OH

The drawing shown hereon is for *Mortgage purposes only*, and not to be used to establish property lines, fence lines, building lines, nor setback lines. No encroachments occur upon subject property from adjacent properties - nor - does an encroachment occur upon adjacent properties from the subject <u>unless</u> shown hereon. This **MORTGAGE LOCATION SURVEY** is prepared in accordance with chapter 4733-38 of the Administrative Code, and is not a Boundary Survey, pursuant to Chapter 4733-37 of the Administrative Code.

