

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 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, 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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

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>.


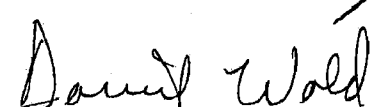
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111


JACKIE D. STOTTSBERRY, AGENT

By  *Mark A. Bilsby* **Preside**
Attest  *David Wald* **Secreta**

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Schedule A
Commitment

File Number: 23618

1. Effective Date: March 7, 2018 at 07:59 AM

2. The policy or policies to be issued are: Amount

(a) Owner's Policy:
Proposed Insured:

(b) Loan Policy:
Proposed Insured:

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 Effective Date vested in: Kathleen Ervin, by virtue of a Warranty Deed from Janet R. Slack and Ray Slack, wife and husband dated 1/24/94, filed 1/256/94 and recorded in Volume 1088, page 559 of the Muskingum County Deed Book Records. Said conveyance fee paid based on a sales price of \$46,000.00..

5. The land referred to in this Commitment is described as follows:

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

Being part of the east half of Section 30, Township 13, Range 12, and beginning at a point at the southeast corner of Lot 7, of John Myer's First Addition in Duncan Falls, as platted and recorded in Plat Book 4, Page 48, of the Record of Plats of Muskingum County, Ohio; thence running south 18 degrees 54 minutes West, on the West line of a 12 foot alley extended a distance of 12.00 feet to a point on the south line of a 12 foot alley, the true place of beginning of the property herein described; thence continuing South 18 degrees 54 minutes West, a distance of 50.00 feet to a stone as a corner; thence running North 71 degrees 06 minutes West a distance of 150 feet to a point in Sandy Lane; thence running North 18 degrees 54 minutes East, in Sandy Lane, a distance of 50 feet to a point; thence running South 71 degrees 06 minutes East, on the south line of a 12 foot alley, a distance of 150 feet to the place of beginning, containing seventeen hundredths (.17) of an acre, more or less.

EXCEPTING therefrom an easement for a water line over a strip of ground ten (10) feet wide running from the water line tap of the East Muskingum Water Authority to the lands of the Grantor, said strip of ground to run near the alley which is the north boundary of this parcel. Said easement to include the right to enter onto the Grantee's property for the purpose of construction, maintenance and replacement of said water line.

This parcel is subject to all valid easements of record.

Auditor's Parcel No. 73-87-01-56-000

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ORT Form 4308 A
Schedule A
ALTA Commitment for Title Insurance 6/06

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(ERVIN, KATHLEEN.PFD/23618/6)



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

REQUIREMENTS

File Number: 23618

Effective Date: March 7, 2018

The following are the requirements to be complied with:

- a. Payment of all taxes through and including those for the year 2017.

Auditor's Parcel No. 73-87-01-56-000

The taxes are \$313.16 per half year, after a Homestead Reduction of \$155.30 and also includes a \$3.00 special tax assessment for the Muskingum Watershed District. Taxes are paid for the first half of tax year 2017. Taxes for the second half of tax year 2017 are not yet due, however are payable.

Said parcel is currently receiving a homestead tax reduction that will not continue after property transfer.

Taxes for the tax year 2018 are not yet established due or payable, however a valid lien against captioned real estate.

- b. There were no mortgages found of record.

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

EXCEPTIONS

File Number: 23618

Effective Date: March 7, 2018

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 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. 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.
 - 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. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
 - g. The policy does not insure the quantity of land described as acreage.
 - h. Information contained herein is limited to the period searched from 5/2/58 to the date of this commitment.
 - i. NOTE: This search information does not purport to include information regarding mineral rights, this search only to

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ORT Form 4308 OH-BII

Schedule B II

ALTA Commitment for Title Insurance 6/17/06

(ERVIN, KATHLEEN.PFD/23618/6)

Schedule B-Section II

(Continued)

File Number: 23618

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.

- j. 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.
- k. EXCEPTING therefrom an easement for a water line over a strip of ground ten (10) feet wide running from the water line tap of the East Muskingum Water Authority to the lands of the Grantor, said strip of ground to run near the alley which is the north boundary of this parcel. Said easement to include the right to enter onto the Grantee's property for the purpose of construction, maintenance and replacement of said water line as described in deed dated 1/24/94, filed 1/25/94 and recorded in Volume 1088, page 559 of the Muskingum County Deed Book Records.

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ORT Form 4308 OH-BII

Schedule B II

ALTA Commitment for Title Insurance 6/17/06

(ERVIN, KATHLEEN.PFD/23618/6)