



Commitment for Title Insurance

File #: 217-247.PDF

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida 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.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

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.

Issued through the Office of
Killbuck Title Agency, Inc.
140 West Liberty Street
Wooster, OH 44691

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

By President
Attest Secretary

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.
3. 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.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Schedule A
Commitment

File Number: 217-247.PDF

1. Effective Date: May 4, 2017 at 07:59 AM

2. The policy or policies to be issued are:	Amount
(a) Owner's Policy: Proposed Insured: (To be determined)	\$ 0.00
(b) Loan Policy: Proposed Insured: (To be determined)	\$ 0.00

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: Joseph Clinton Curie.

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

Situated in the Township of Green (T17, R12), Section 8, Northwest Quarter, County of Wayne, and State of Ohio, and further bounded and described as follows:

Commencing at a stone marking the northeast corner of said Quarter Section;

Thence South 88° West, along the north line of said Section, 295.0 feet to a stone guarded by an iron pin, the same being the true place of beginning of the parcel herein described;

1) Thence South along Grantors east line, 897.5 feet to a marked boulder as guarded by an iron pipe;

2) Thence South 88° West, 167.0 feet to an iron pipe;

3) Thence South 1° 05' West, 28.4 feet to an iron pipe;

4) Thence South 88° 28' West, 148 feet to an iron pipe;

5) Thence North 00° 09' East 924.62 feet to an iron drive spike on the north line of said section (witnessed by an iron pipe 25 feet southwardly on line)

6) Thence North 88° East, along the north line of said Section, 315.0 feet to a stone guarded by an iron pin, the same being the place of beginning, containing 6.6 acres.

The above description was prepared by Willard Landis, Registered Professional Surveyor #4425, State of Ohio, from field notes of a field survey made in May 1967, be the same more or less, but subject to all legal highways.

See Wayne County Survey "W" - 64.

Permanent Parcel No.: 31-00180.000

Schedule A
(Continued)

File Number: 217-247.PDF

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



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

(217-247.PDF/PFD/217-247.PDF/5)



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

REQUIREMENTS

File Number: 217-247.PDF

Effective Date: May 4, 2017

The following are the requirements to be complied with:

- a. Properly executed deed from Joseph Clinton Curie, with proper marital status designation and release of dower, if appropriate, to (purchaser at auction).
- b. Properly executed owner's affidavit.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





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

EXCEPTIONS

File Number: 217-247.PDF

Effective Date: May 4, 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.

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. 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.
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.
9. County Treasurer's General Tax Duplicate shows: Taxes for the year 2016 on Parcel No. 31-00180.000 amount to \$1,099.99 per half plus a special assessment of \$3.00 per half and the first half 2016 taxes are paid. Taxes for the second half of the year 2016 are a lien not yet due and payable. Taxes for the year 2017 are not yet determined but are a lien not yet due and payable. THERE IS A HOMESTEAD REDUCTION OF \$212.46 PER HALF.

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

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



Schedule B-Section II
(Continued)

File Number: 217-247.PDF

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. Subject to the rights of the public in and to Fox Lake Road.
11. No search of Federal Bankruptcy Records has been made and an exceptions in this regard will appear on any Policy to be issued by the Company.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ORT Form 4308 BII
Schedule B II
ALTA Commitment for Title Insurance 6/06

AMERICAN
LAND TITLE
ASSOCIATION



(217-247.PDF/PFD/217-247.PDF/5)