 First American Title™	Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a Ohio 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 180 days 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.

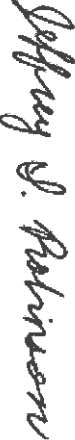
The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company


Dennis J. Gilmore
President


Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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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.
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 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 < <http://www.alta.org/>>.



First American Title™

Commitment for Title Insurance

ISSUED BY
First American Title Insurance Company

Schedule A

File No.: 17-3080

1. Effective Date: August 23, 2017 at 07:59 AM
2. Policy (or Policies) to be issued:

AMOUNT

 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: TBD

TBD
3. The estate or interest in the land described or referred to in this Commitment is:
(Identify estate covered, i.e. Fee, Leasehold, etc.)
Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
Martin J. Yoder, Velma S. Yoder, Daniel D. Yoder, David E. Yoder, Mary I. Weaver, and Regina Miller, SOT. Official Record Volume 259, Page 555, Holmes County, Ohio
5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Issuing Agent: Heartland Title Agency, LLC
Agent ID No.: 5108708
Address: 138 East Jackson Street
City, State, Zip: Millersburg, OH 44654
Telephone: (330)674-3055


Heartland Title Agency, LLC

Chad B. Yoder, Assistant Vice President

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

 First American Title™	Commitment for Title Insurance
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<h1>Schedule BI</h1>	

File No.: 17-3080

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
Warranty Deed from Marlin J. Yoder and Velma S. Yoder and Daniel D. Yoder and David E. Yoder and Mary I. Weaver and Regina Miller with appropriate release of dower to TBD.
3. All funds payable to Heartland Title Agency, LLC ("HTA") must be "good funds" and "immediately available" as of the day of closing, as required by HTA's Good Funds Policy and Ohio Revised Code §1349.21. For all Residential Real Property transactions, funds must be delivered by electronically transferred funds via the real time gross settlement system provided by the Federal Reserve ("Wire Transfer") no later than the morning of the day of closing. For all Non-Residential Real Property transactions, funds must be delivered by cashier's check or certified check no later than 2:00 p.m. on the day prior to closing or by Wire Transfer no later than the morning of the day of closing. A copy of HTA's Good Funds Policy is available upon request.
4. Execution by Sellers of Closing Affidavit in form acceptable to Heartland Title Agency, LLC, regarding off-record matters including: improvements and/or repairs or alterations thereto are completed; contractor, subcontractors, labor and materialmen are all paid; liens; encroachments; and other matters.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the premises or who will make a loan on the premises. We may then make additional requirements and exceptions.
6. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due or payable.
7. Approval by the Holmes County Tax Map Office that the legal description is suitable for transfer.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.



First American Title™

Commitment for Title Insurance

ISSUED BY
First American Title Insurance Company

Schedule BII

File No.: 17-3080

EXCEPTIONS

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, variation, 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 heretofore 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 the 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. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
 8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
 9. The land described in Exhibit A is listed for the purposes of taxation on the County Auditor's Duplicate as follows:
Parcel No.: 26-01017.000 1.612 acres
Valuation: Land: \$15,760.00 Buildings: \$29,610.00
In the Name of: Yoder, Marlin J., Velma S., David E. and Daniel D.; Weaver, Mary I.; Miller, Regina
Taxing District: Walnut Creek Township - East Holmes School District
- The County Treasurer's books show taxes for the year 2016 are \$759.62 per half and first half taxes are paid. Second half 2016 taxes are delinquent in the amount of \$835.58. All prior taxes are paid in full. Taxes for the year 2017 have not been determined, but are a lien, not yet due and payable. There is a Muskingum Watershed special


SCHEDULE BII
(Continued)

assessment in the amount of \$3.00 per half, which amount is included in the real estate taxes.

Delinquent utility charges, weed cutting and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Subject to increases in taxes and valuations due to voted levies and/or revaluations not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Section 5715.19 O.R.C. Further subject to additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

10. Reservation of oil and gas as contained in Warranty Deed to Henry B. Hostetler and Esther Hostetler recorded at Volume 186, Page 520 of the Deed Records of Holmes County, Ohio.
11. Plat recorded at Volume 7, Page 212 of the Plat Records of Holmes County, Ohio shows right of way.
12. Taxes or assessments approved, levied or enacted by the 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.
13. Subject to the rights of the public in and to any portion of the premises lying within a publicly dedicated street, road, highway or alley.
14. This Commitment for Title Insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Heartland Title Agency, LLC (hereinafter "HTA") or First American Title Insurance Company (hereinafter "First American") shall have no obligation outside the terms of the commitment. Specifically, any title search or examination conducted by examiners as a basis for issuing this commitment shall be for the benefit of HTA and First American only, and does not insure to the benefit of any other party, including any seller, purchaser or lender. In event any proposed insured under this commitment fails to acquire, or elects not to acquire a final title policy prior to the expiration date of the commitment, said proposed insured shall have no cause of action or recourse against HTA or First American and in no event shall any proposed insured have any claim or cause of action against HTA or First American based on the title search or examination. By accepting the within commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.
15. Any Claim by the State of Ohio for reimbursement of Medicaid funds.
16. NOTE: This policy deletes therefrom any covenant, condition or restriction indicating a preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
17. This policy does not guarantee or insure the quantity of land or acreage shown in Exhibit A.
18. NOTE: No examination was made under the estate created under the instruments described above in Schedule B.

 First American Title™	Commitment for Title Insurance	
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<h1>Exhibit A</h1>		

File No.: 17-3080

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HOLMES, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

Situated in the Township of Walnut Creek, County of Holmes and State of Ohio:

Being located in the southwest quarter of Section 24 in Township 9, Range 4 and being a part of a 7.0 acre tract heretofore conveyed to Myron and Nina Gerber by deed recorded in Volume 155 at page 166 of the Holmes County Deed Records, the part hereby conveyed being more fully described as follows:

Beginning at an iron pin on the east line of the southwest quarter of Section 24 an the above mentioned 7.0 acre tract, said iron pin being located North 5 deg. 01 min. East along said east line, 333.36 feet from the southeast corner of said quarter section and 7.0 acre tract; thence from said beginning and with said east line North 5 deg. 01 min. East, 120.00 feet to an iron pin; thence continuing with said line North 5 deg. 01 min. East, 124.14 feet to the northeast corner of the aforementioned 7.0 acre tract, thence leaving said east line and with the northerly bound of said 7.0 acre tract North 84 deg. 05 min. West, 285.03 feet; thence leaving said bound South 5 deg. 01 min. West, 118.56 feet to an iron pin; thence continuing South 5 deg. 01 min. West, 130.06 feet to an iron pin; thence South 84 deg. 59 min. East, 285.00 feet to the place of beginning, **containing 1.612 acres** more or less, but subject to all legal highways, as a plat of the same is recorded in Plat Book 7, Page 212, Recorder's Office, Holmes County, Ohio.

Parcel #26-01017.000



01.34

I Know all Men by these Presents

That MYRON GERBER and NINA GERBER
Husband and wife

of the Township of Walnutcreek County of Holmes
and State of Ohio Grantors, in consideration of the sum of
Ten Dollars and other good and valuable considerations
paid by HENRY B. HOSTETLER and ESTHER HOSTETLER

of the Star Route Box 121^{1/2} OHIO County of Holmes
and State of Ohio hereby grant, bargain, sell and convey to the said Grantees
acknowledged, do Henry B. Hostetler and Esther Hostetler

Following Real Estate situated in the County of Holmes
in the State of Ohio and bounded and described as follows:
Walnutcreek Township and State of Ohio.
Situating in the Township of Walnutcreek, County of Holmes and State of Ohio.

Being located in the southwest quarter of Section 24 in Township 9, Range 4 and being a part of a 7.0 acre tract heretofore conveyed to Myron and Nina Gerber by deed recorded in Volume 155 at Page 166 of the Holmes County Deed Records, the part hereby conveyed being more fully described as follows:

Beginning at an iron pin on the east line of the southwest quarter of Section 24 and the above-mentioned 7.0 acre tract, said iron pin being located North 5 deg. 01 min. East along said east line, 333.36 feet from the southeast corner of said quarter section and 7.0 acre tract; thence from said beginning and with said east line North 5 deg. 01 min. East, 120.00 feet to an iron pin; thence continuing with said line North 5 deg. 01 min. East, 124.14 feet to the northeast corner of the aforementioned 7.0 acre tract, thence leaving said east line and with the northerly bound of said 7.0 acre tract North 84 deg. 05 min. West, 285.03 feet; thence leaving said bound South 5 deg. 01 min. West, 118.56 feet to an iron pin; thence continuing South 5 deg. 01 min. West, 130.06 feet to an iron pin; thence South 84 deg. 59 min. East, 285.00 feet to the place of beginning, containing 1.612 acres more or less, but subject to all legal highways, as a plat of the same is recorded in Plat Book 7 Page 212 Recorder's Office, Holmes County, Ohio.
Survey and description by D. A. Miskimen, P. S. # 5970.

RESERVING unto grantors all oil and gas or their constituents, in and under the above described premises.

Last Transfer: Deed Record Volume 155, Page 166

To have and to hold said premises with all the privileges and appurtenances thereunto belonging, to the said Grantee heirs and assigns forever.

And the said Grantors Myron Gerber and Nina Gerber
do hereby covenant with the said Grantees for themselves and their heirs,
Henry B. Hostetler and Esther Hostetler

heirs and assigns, that they are lawfully seized of the premises
aforesaid; that the said premises are Free and Clear from all Encumbrances whatsoever
Subject to and with the benefits of all conditions, restrictions, easements, rights of way and
uncancelled leases of records.

Signed 2-8-74
Filed 3-6-74 at 10:12 Am