

Commitment for Title Insurance



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.

Continued on back page

Issued through the Office of

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

Wanda J. Barnes
Authorized Signatory

By *Mark A. Sibbey* President

Attest *David Wald* 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: <http://www.alta.org/>.



File No: 17537

TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE A

- 1. Commitment Date: **October 16, 2017, 7:29 am**
- 2. Policy (or Policies) to be issued: Policy Amount
 - a. Owner's Policy
 - Proposed Insured: **To Be Determined**
 - b. Loan Policy
 - Proposed Insured: **To Be Determined, its successors and/or assigns, as their interests may appear.**

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by:
Gen Y Investments, L.L.C., by Deed recorded as Official Records Imaging Number 201503250010523, Stark County Records.

4. The land referred to in the Commitment is described as follows:
Situated in the City of Canton, County of Stark, and State of Ohio:
Known as and being 45 feet off the East end of Lot Number Eight Thousand One Hundred Fifty-Three (8153) in said City, be the same more or less, but subject to all legal highways.

Countersigned: American Title Associates Agency, Inc.

By: 
 Yolanda L. Barnes, Validating Agent





File No: 17537

TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

The following are the requirements to be complied with:

- a. 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.
- b. Approved, executed, delivered and filed for record a deed from Gen Y Investments, L.L.C., vesting fee simple title in To Be Determined.
- c. Approved, executed, delivered and filed for record a mortgage from To Be Determined, and spouses if any, securing your loan.
- d. Payment of the full consideration to, or for the account of, the Grantors or Mortgagor.
- e. Pay in full to American Title Associates Agency, Inc., the premiums, fees and charges for the Policy.

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ALTA Plain Language Commitment (6-17-06)
Schedule B - Section I

AMERICAN
LAND TITLE
ASSOCIATION





File No: 17537

TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE B - SECTION 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. Any defects, liens, encumbrances, adverse claims or other matters that appear 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 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 materials heretofore or hereafter furnished, imposed by law and not shown in the Public Records.

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ALTA Plain Language Commitment (6-17-06)
Schedule B - Section II

AMERICAN
LAND TITLE
ASSOCIATION



5. Rights of parties in actual 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. Coal, oil, natural gas, or other mineral interests together with the rights appurtenant thereto now or previously conveyed, whether created by deed, lease, grant, reservation, severance, sufferance or exception.
7. TAXES
Parcel No: 204666
Description: 8153 - 45'EE
Valuation: Land \$1,090.00 Building \$7,530.00

Taxes and assessments for the second half of 2016 in the amount of \$282.26 are PAID, includes Special Assessment for Muskingum Watershed Conservancy District in the amount of \$3.00 per half.

Taxes and assessments for the first half of 2017 are a lien, but not yet due and payable.

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.

8. 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 instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
9. Any issues, assessments, liens, fee requirements, dock access expenses, lake access expenses, or other charges, dues or expenses associated with any property or right access, under any homeowners association, cooperative association or similar organization.
10. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, *et seq.*), the Packers and Stockyards Act (7 U.S.C. §§ 181, *et seq.*) or under similar federal or state laws.
11. Conditions and Restrictions as set forth in a Deed received for record August 21, 1902, and recorded as Volume 373, Page 98, Stark County Records. NOTE: No further examination has been made of the above instrument.

Note: Unable to find Ohio Secretary of State filing information for Gen Y Investments, L.L.C.

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ALTA Plain Language Commitment (6-17-06)
Schedule B - Section II

AMERICAN
LAND TITLE
ASSOCIATION





Instr: 201503250010523
P: 2 of 2 F: \$28.00 03/25/2015
Rick Campbell 9:50AM SF/D
Stark County Recorder T20150009978

LEGAL DESCRIPTION

Situated in the City of Canton, County of Stark and State of Ohio:

Known as and being 45 feet off the East end of Lot Number Eight Thousand One Hundred Fifty-Three (8153) in the City of Canton, Stark County, Ohio.

Located: 830 Troy Place N.W., Canton, Ohio 44703

Permanent Parcel No. 02-04666

Prior Deed Reference: Instrument No. 200605190030296

ALAN HAROLD
STARK COUNTY AUDITOR
DEPUTY *K. Bates*

AUG 20 2014

APPROVED

IN COMPLIANCE WITH HB 138

Data For Parcel 204666

Base Data

Parcel:	204666
Owner:	GEN Y INVESTMENTS LLC
Site Address:	830 TROY PL NW CANTON OH 44703-3534
Map Routing Number:	02 044 36 1100
Tax Map:	CC_044.pdf



[+] Try our old map.

Tax Mailing Address - Data as of 10/20/2017 11:18:17 PM

Address:	GEN Y INVESTMENTS LLC
	6623 TRL 309
	MILLERSBURG OH 44654

Geographic Information - Data as of 10/20/2017 11:18:17 PM

Tax District:	00020 CANTON CITY - CANTON CSD
School District:	7602 CANTON CSD
City/Village:	CANTON CITY
Township:	MCKINLEY TOWNSHIP
Neighborhood ID:	002-02-16-31

Legal - Data as of 10/20/2017 11:18:17 PM

Legal Description:	8153 - 45'EE	Property Class:	RESIDENTIAL
DTE Classification:	510 - 1-FAMILY DWELLING	Listed By:	JMJ
Last Inspected:	03/15/2017	Source of Information:	PICTOMETRY
Reviewed By:	JMJ	Total Tax Rate (in Mills):	98.400
Reviewed Date:	03/15/2017	Effective Tax Rate (in Mills):	71.439960

Allotments - Data as of 10/20/2017 11:18:17 PM

No allotment data found for this parcel.

Parcel History - Data as of 10/20/2017 11:55:26 PM

Date	Activity
03/24/2015	TRANSFER FR. COLEMAN DAVID C

Data For Parcel 204666

[Check previous years' taxes on the Stark County Treasurer's site.](#)

Tax Data

Parcel:	204666
Owner:	GEN Y INVESTMENTS LLC
Site Address:	830 TROY PL NW CANTON OH 44703-3534
Map Routing Number:	02 044 36 1100
Tax Map:	CC_044.pdf



[+] Try our old map.

Tax Information - Data as of 10/21/2017 12:38:36 AM

Bill Number:	20168286179	Installment Number:	2
Taxable Land Value:	\$1,090	Taxable Building Value:	\$7,530
Owner Occupancy Discount:	NO	Homestead Reduction:	NO
CAUV Recoupment:	N/A	Recoupment Amount:	
Homestead Deduction:		Tax Abatement:	NO
Owner Occupancy Qualified Value:		Property Destruction:	NO
Homestead Deduction Year:		Agricultural Use Value:	NO
Tax Year:	2016		

Tax Billing - Data as of 10/21/2017 12:38:36 AM

Section	Label	Billed	Paid	Balance	Delinquent Date
1st Half:	Real Estate Tax	424.10			
	Tax Reduction	-116.20			
	Non-Business Credit (.093001)	-28.64			
	_ Net Tax:	279.26	279.26	.00	
	27-MUSKINGUM WATERSHED	3.00	3.00	.00	
	_ Total 1st Half:	282.26	282.26	.00	
2nd Half:	Real Estate Tax	424.10			
	Tax Reduction	-116.20			
	Non-Business Credit (.093001)	-28.64			
	_ Net Tax:	279.26	279.26	.00	
	27-MUSKINGUM WATERSHED	3.00	3.00	.00	
	Tax Pen 1st Half	27.93	27.93	.00	
	SA Pen 1st Half: 27-MUSKINGUM WATERSHED	.30	.30	.00	
_ Total 2nd Half:	310.49	310.49	.00		
Total:		592.75	592.75	.00	

Tax Payments - Data as of 10/21/2017 12:38:36 AM

Payment Date	Payment Half	Payment Amount
07/19/2017	2	\$592.75

Special Assessments - Data as of 10/20/2017 11:55:15 PM

Agency	Code	StandardAmount	Status	Type	Balance
MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$6.00	PAID IN FULL	SEMI-ANNUAL FIXED	\$0.00
MUN - CANTON CITY	11 - CUTTING WEEDS/NUISANCE	\$244.40	PAID IN FULL	ANNUAL FIXED	\$0.00
MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$6.00	PAID IN FULL	SEMI-ANNUAL FIXED	\$0.00
MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$6.00	PAID IN FULL	SEMI-ANNUAL FIXED	\$0.00
MUN - CANTON CITY	19 - BOARD-UP COSTS	\$196.26	PAID IN FULL	ANNUAL FIXED	\$0.00

MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$3.00	PAID IN FULL	SEMI-ANNUAL FIXED	\$0.00
MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$3.00	PAID IN FULL	SEMI-ANNUAL FIXED	\$0.00
MUN - CANTON CITY	11 - CUTTING WEEDS/NUISANCE	\$133.92	PAID IN FULL	ANNUAL FIXED	\$0.00
MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$0.00	PAID IN FULL	SEMI-ANNUAL FIXED	\$0.00
MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$0.00	PAID IN FULL	SEMI-ANNUAL FIXED	\$0.00
MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$6.00	PAID IN FULL	SEMI-ANNUAL FIXED	\$0.00
MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$3.00	PAID IN FULL	SEMI-ANNUAL FIXED	\$0.00
MUSKINGUM WCD	27 - MUSKINGUM WATERSHED	\$3.00	ACTIVE	SEMI-ANNUAL FIXED	\$6.00

WARRANTY DEED.

Harriet A. Shorb et al

TO

Hortense Beisler

Emma A. Beisler

Know all men by these Presents, That HARRIET A. SHORB, of Canton, Ohio, EILEN E. MOORE, of Baltimore, Maryland, by said HARRIET A. SHORB, her attorney in fact, acting under a power of attorney executed by EILEN E. MOORE on September 15th, 1900, and recorded in volume 365, page 556, of the deed records of Stark County, Ohio, to which reference is hereby made, HARRISON H. SHANAPFELT and WASHINGTON B. SHANAPFELT, of Canton, Ohio,

the grantors, in consideration of Eight hundred and fifty (\$650.00) Dollars, to them paid by Hortense Beisler and Emma A. Beisler

the grantees, the receipt whereof is hereby acknowledged, have granted and sold and do hereby give, grant, bargain, sell and convey to the said Hortense Beisler and Emma A. Beisler their

heirs and assigns forever the following described premises situate in the CITY OF CANTON, COUNTY OF STARK, STATE OF OHIO, and known as lot number eighty one hundred and fifty three (8153)

in SHORB and SHANAPFELT'S addition to the said City of Canton as said lot is numbered and distinguished on the plat of said addition recorded in volume four page forty, base of the plat records of said County, and all the Right, Title and Interest of said grantors, either in Law or Equity, in and to the said premises, together with all the appurtenances to the same belonging. Do Here and to Hold the same unto the said Hortense Beisler and Emma A. Beisler heirs and assigns forever.

This conveyance is made upon the condition that the grantor do their heirs and assigns, shall not at any time construct or place, or permit others to construct or place any building on said lot within Twenty feet of the front line thereof.

And the said HARRIET A. SHORB, EILEN E. MOORE, HARRISON H. SHANAPFELT and WASHINGTON B. SHANAPFELT, for themselves and their heirs, executors and administrators, hereby Covenant with the said grantees do their heirs and assigns that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is Clear and Unencumbered, and further, that they will Warrant and Defend the same against all lawful claim or claims of all persons whomsoever except the unpaid street assessment and the taxes due in June 1913 which the grantees assume.

In Witness Whereof, The grantors and also JOHN A. MOORE, husband of EILEN E. MOORE, by HARRIET A. SHORB, his attorney in fact, acting under the said power of attorney and FRANCIS A. SHANAPFELT, wife of WASHINGTON B. SHANAPFELT, who hereby release their rights and expectancy of DOUBT in the said premises, have hereunto set their hands this seventeenth day of August, in the year of our Lord one thousand nine hundred twelve.

Signed and acknowledged in presence of:

H. H. Shanapfelt
Chas. W. Ball

Harriet A. Shorb
Eilen E. Moore
by Harriet A. Shorb
her attorney in fact
Harrison H. Shanapfelt
Washington B. Shanapfelt
Francis A. Shanapfelt

STATE OF OHIO,
COUNTY OF STARK,

Before me undersigned, a Notary Public in and for said County and State, personally appeared the above named HARRIET A. SHORB, (unmarried), HARRISON B. SHANAPFELT, (widower), WASHINGTON B. SHANAPFELT and FRANCIS A. SHANAPFELT, his wife, who acknowledged the signing of the foregoing instrument to be their free act and deed. Also appeared before me the above named EILEN E. MOORE and JOHN A. MOORE, by HARRIET A. SHORB, her attorney in fact above named, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed, and the voluntary act and deed of said HARRIET A. SHORB as said attorney in fact.

In testimony Whereof, I have hereunto set my hand and notarial seal at Canton, Ohio, this 20th day of August, 1912.

Chas. W. Ball (Seal)
Notary Public

Recorded for Record 9:30'clock A.M. Aug 21, 1912

Recorded Sept. 7, 1912
L. O. Donaghy, Recorder, Stark County, Ohio.

in and for Stark County, Ohio