

**Veteran's Title and  
Closing Services, LLC**

309 Main Street, Coshocton, OH 43812  
(740) 622-2011  
(740) 622-0100

STATEMENT OF ACCOUNT

Joseph M. Zeglen, Esq.  
P. O. Box 104  
Baltic, Ohio 43804  
(e-mail: jimzeglen.frontier.com)

December 22, 2017

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REGARDING: Jason & Ruth Schlabach-Schlabach  
(Address: 2881 & 2905 SR 93, Sugarcreek, OH)

**TOTAL DUE \$TBD**

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For all legal services rendered in connection with:

Title Search	\$250.00
Title Commitment	\$100.00
Owner's Title Insurance (\$TBD)	\$TBD

**TOTAL AMOUNT DUE \$TBD**

# ALTA

NORTH AMERICAN TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### 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 EXTRACONTRACTUAL 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, North American Title Insurance Company, a California Company (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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

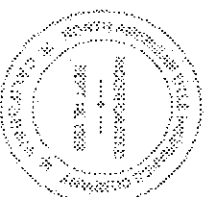
### NORTH AMERICAN TITLE INSURANCE COMPANY

BY

Emilio Fernandez, **PRESIDENT**

ATTEST

Jefferson E. Howeth, **SECRETARY**



*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, and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## 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 state 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; and
  - (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.

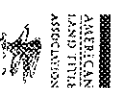
### 5. LIMITATIONS OF LIABILITY

- (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.

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- (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.

*Issued by:*



1855 Gateway Boulevard, Suite 600  
Concord, CA 94520

Or call us at:  
Western States: 800-869-3434 Eastern States: 800-374-8475  
[www.natic.com](http://www.natic.com)

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NORTH AMERICAN TITLE INSURANCE COMPANY

**North American Title Insurance Company**  
1855 Gateway Boulevard, Suite 600 Concord, CA 94520 (800) 374-8475 or (800) 869-3434

## COMMITMENT – Schedule A

Transaction Identification Data for reference only:

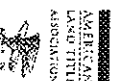
Issuing Agent: \_\_\_\_\_  
Issuing Office: \_\_\_\_\_  
ALTA® Universal ID: \_\_\_\_\_  
Loan ID Number: \_\_\_\_\_  
Commitment Number: \_\_\_\_\_  
Issuing Office File Number: 17-105  
Property Address: \_\_\_\_\_  
Revision Number: \_\_\_\_\_

### SCHEDULE A

1. Commitment Date: December 22, 2017
2. Policy to be issued:
  - (a) OWNERS: ALTA Owner's Policy (6/17/06).  
Proposed Insured: \_\_\_\_\_  
Proposed Policy Amount: \$ \_\_\_\_\_
  - (b) LOAN: ALTA Loan Policy (6/17/06).  
Proposed Insured: \_\_\_\_\_  
Proposed Policy Amount: \$ \_\_\_\_\_
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in: (Parcel No. 02-00895.005) – Jason Jay Schlabach, a married person, and Ruth Ann Schlabach, a married person, for their joint lives remainder to the survivor of them, by virtue of a Survivorship Deed granted by Jason Jay Schlabach, a married person, signed and acknowledged March 7, 2005, filed for record March 15, 2005, and recorded in Volume 178, Page 2701, Holmes County Official Records, and by virtue of a Quit Claim Deed granted by Daniel Miller, a married person, signed and acknowledged February 14, 2005, filed for record February 22, 2005, and recorded in Volume 178, Page 1358, Holmes County Official Records.  
(Parcel No. 02-00895.003) – Jason Jay Schlabach, a married person, and Ruth Ann Schlabach, a married person, for their joint lives remainder to the survivor of them, by virtue of a Warranty Deed granted by Paul Raber, Jr. and Mary Faber, husband and wife, signed and acknowledged August 9, 1989, filed for record August 15, 1989, and recorded in Volume 244, Page 407, Holmes County Deed Records.
5. The Land is described as follows:  
See attached Exhibit A.

Schedule A – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.G.U.1003

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## COMMITMENT – Schedule A

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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

James R. Skelton  
Veteran's Title and Closing Services, LLC

Agent Signature

Agent Number: NNAATTC Agent Number

By

North American Title Insurance Company  
Emilio Fernandez  
*President*



Schedule A – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.G.U.1003

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## **COMMITMENT – Schedule B-1**

File No.: 17-105

Commitment No.: \_\_\_\_\_

### **SCHEDULE B, PART I Requirements**

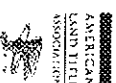
All of the following Requirements must be met:

1. 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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - (Parcel No. 02-00895.005)
    - a) A properly executed and recorded release of mortgage as referenced in Volume 258, Page 1117, Holmes County Official Records.
    - b) A properly executed and recorded release of mortgage as referenced in Volume 258, Page 1131, Holmes County Official Records.
    - c) A properly executed and recorded Warranty Deed from Sellers to Buyer.
  - (Parcel No. 02-00895.003)
    - a) A properly executed and recorded release of mortgage as referenced in Volume 258, Page 1117, Holmes County Official Records.
    - b) A properly executed and recorded release of mortgage as referenced in Volume 258, Page 1131, Holmes County Official Records.
    - c) A properly executed and recorded Warranty Deed from Sellers to Buyer.

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Schedule B-1 – Requirements – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU.1003

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NORTH AMERICAN TITLE INSURANCE COMPANY

**North American Title Insurance Company**

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## **COMMITMENT – Schedule B-1**

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Schedule B-1 – Requirements -- ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU.1003

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NORTH AMERICAN TITLE INSURANCE COMPANY

# North American Title Insurance Company

1855 Gateway Boulevard, Suite 600 Concord, CA 94520 (800) 374-8475 or (800) 869-3434

## COMMITMENT – Schedule B-II

File No.: 17-105

Commitment No.: \_\_\_\_\_

### SCHEDULE B, PART 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 defect, lien, encumbrance, adverse claim, or other matter that appears 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Rights or claims of parties in possession not recorded in the Public Records.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Taxes or special assessments required to be paid in the year 2017 and subsequent years.  
(Additional Exceptions may be listed here by number)  
(Parcel No. 02-00895.005)
7. **An open-end mortgage deed granted by Jason Jay Schlabach and Ruth Ann Schlabach, husband and wife, unto SSB Community Bank, signed and acknowledged October 27, 2016, filed for record October 28, 2016, and recorded in Volume 258, Page 1117, Holmes County Official Records, to secure a promissory note in the principal amount of \$560,000.00.**
8. **An open-end mortgage deed granted by Jason Jay Schlabach and Ruth Ann Schlabach, no marital status, unto SSB Community Bank, signed and acknowledged October 27, 2016, filed for record October 28, 2016, and recorded in Volume 258, Page 1131, Holmes County Official Records, to secure a promissory note in the principal amount of \$163,000.00.**

9. A Plat of Survey, filed for record March 20, 1995, and recorded in Volume 14, Page 764, Holmes County Official Records.

#### 10. TREASURER'S TAX DUPLICATE:

Parcel No.	Lot/Acre	Land	Bldg.	Total	Tax 1/2
02-00895.005	0.402± ac.	14000	197500	211500	\$1,564.59*

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Schedule B-II – Exceptions – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU.1003

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NORTH AMERICAN TITLE INSURANCE COMPANY

# North American Title Insurance Company

1855 Gateway Boulevard, Suite 600 Concord, CA 94520 (800) 374-8475 or (800) 869-3434

## COMMITMENT – Schedule B-II

Taxes are delinquent in the amount of \$2,651.98.

\*Taxes include a special assessment of \$15.00 per half for the Muskingum Watershed Conservancy District.

(Parcel No. 02-00895.003)

11. An open-end mortgage deed granted by Jason Jay Schlabach and Ruth Ann Schlabach, husband and wife, unto SSB Community Bank, signed and acknowledged October 27, 2016, filed for record October 28, 2016, and recorded in Volume 258, Page 1117, Holmes County Official Records, to secure a promissory note in the principal amount of \$560,000.00.

12. An open-end mortgage deed granted by Jason Jay Schlabach and Ruth Ann Schlabach, no marital status, unto SSB Community Bank, signed and acknowledged October 27, 2016, filed for record October 28, 2016, and recorded in Volume 258, Page 1131, Holmes County Official Records, to secure a promissory note in the principal amount of \$163,000.00.

13. A right-of-way easement granted by M & M Poultry Inc., unto Holmes-Wayne Electric Cooperative, Inc., signed and acknowledged October 25, 1976, filed for record October 26, 1976, and recorded in Volume 196, Page 189, Holmes County Deed Records.

14. An oil and gas lease between M. M. Poultry Inc., lessor, and Rhine Oil Co., lessee, signed and acknowledged September 26, 1979, filed for record September 27, 1979, and recorded in Volume 82, Page 386, Holmes County Lease Records.

TERM: One (1) year and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon.

a) There are various notations noted on the face of the lease but no search was made of the same.

15. A Plat of Survey, filed for record August 15, 1989, and recorded in Volume 12, Page 277, Holmes County Deed Records.

### 16. TREASURER'S TAX DUPLICATE:

Parcel No.	Lot/Acre	Land	Bldg.	Total	Tax ½
02-00895.003	6.528± ac.	90800	202000	292800	\$1,739.44*

Taxes are delinquent in the amount of \$2,952.09

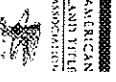
\*Taxes include a special assessment of \$3.30 per half for the Muskingum Watershed Conservancy District.

7.

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Schedule B-II – Exceptions – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU.1003

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## **COMMITMENT – Exhibit A**

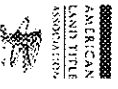
See attached Exhibit A.

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Exhibit A – ALTA Commitment for Title Insurance (8/1/16)  
Form: C.GU.1003

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## EXHIBIT "A"

(Parcel No. 02-00895.005)

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

Being a part of Northwest and Northeast Quarters of Section 14 in Township 8 North in Range 4 West and also being a part of a 6.528 acre tract heretofore conveyed to Jason Jay and Ruth Ann Schlabach in Volume 244, Page 407 of the Holmes County Deed Records and being more fully described as follows:

Commencing at the northwest quarter of Section 14; thence with the north line of said section South 86 deg. 42 min. 38 sec. East, 861.86 feet to a point in Township Road 166; thence continuing with said north line South 86 deg. 57 min. 48 sec. East, 63102 feet to a point, said point being the northwest corner of a 6.071 acre tract conveyed to Dan Allen & Rita Miller and Eli M. & Celesta Raber in Volume 235 page 591; thence leaving said north line and with the west and south lines of said 6.071 acre tract the following three (3) courses:

South 11 deg. 03 min. 35 sec. East, 271.25 feet to a point;

South 74 deg. 17 min. 10 sec. East, 953.55 feet to a point;

South 41 deg. 43 min. 03 sec. East, 69.00 feet to a point, said point being the southwest corner of a 1.682 acre tract conveyed to Dan Allen and Rita Miller in Volume 235, page 593 and Volume 251 Page 334; thence with the south line of said 1.682 acre tract South 58 deg. 01 min. 29 sec. East, 356.84 feet to a point in State Route 93, said point being the northeast corner of said 6.528 acre tract and passing on line a pipe found at 328.38 feet; thence with said road South 37 deg. 35 min. 21 sec. West, 279.53 feet to the TRUE PLACE OF BEGINNING:

Thence continuing with said road South 37 deg. 35 min. 21 sec. West, 84.13 feet to a point and South 37 deg. 17 min. 00 sec. West, 41.00 feet to a point thence leaving said road North 55 deg. 10 min. 59 sec. West, 140.00 feet to an iron pin set and passing On line an iron pin set at 31.46 feet; thence North 37 deg. 29 min. 20 sec. East, 125.14 feet to an iron pin set; thence South 55 deg. 10 min. 59 sec. East, 140.00 feet to the TRUE PLACE OF BEGINNING, containing 0.402 acres of land, more or less, and passing on line an iron pin set at 110.69 feet.

Being 0.265 acres out of the northwest quarter and 0.137 acres out of the northeast quarter. Bearings herein are oriented to the 6.528 acre tract. All iron pins set are 5/8" by 30" with yellow plastic caps stamped "Pyle Survey #6533". Survey and description by John P. Pyle, Registered Surveyor #65333 in August, 1994.

Together with a ten foot (10') easement to run a sanitary sewer line from the north easterly boundary of the above described tract to an existing sanitary sewer line about 100 feet distant from said boundary line. Centerline of said easement to be center of the sewer tile as installed which shall run approximately perpendicular to the northeasterly boundary line from a point approximately 46 feet north of the southeasterly corner of said 0.402 of an acre tract.

(Parcel No. 02-00895.003)

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

Being part of Section 14, the second quarter, T-8N, R-4W, Clark Township, Nobles County, Ohio, U.S.M.L. and also being part of the land conveyed to Paul, Jr. & Mary Raber by Atlee & Fannie Yoder in Volume 228, Page 543, and more particularly described as follows: Commencing at a found 1/2 inch ID pipe located in the Northwest corner of said Section 14, thence S 86° 42' 38" E along the section line, a distance of 861.86 feet to a point located in the centerline of Township Road 166, thence S 85° 57' 48" E along said section line, a distance of 631.02 feet to a found 1/2 inch ID pipe, thence S 11° 03' 35" E along the H.J. & E. Miller lands as recorded in Volume 224, Page 167, and the an Allen & Rita Miller & Eli M. & Celesta Raber lands as recorded in Volume 235, Page 591, a distance of 271.25 feet to a found 1/2 inch ID pipe, thence 5° 74' 17" 10" E along said Miller & Raber lands; a distance of 700.00 feet to a set 1/2 inch ID water pipe 16 inches long and the true point of beginning, thence S 74° 17' 10" E along said Miller & Raber lands, a distance of 253.55 feet to a found 1/2 inch ID pipe, thence S 41° 43' 03" E along said Miller & Raber lands, a distance of 69.00 feet to a found 1/2 inch ID pipe, thence S 58° 01' 29" E along said Miller & Raber lands, a distance of 328.38 feet to a found 1/2 inch ID pipe, thence S 58° 01' 29" E along said Miller & Raber lands, a distance of 28.46 feet to a point located in the centerline of State Route 93, thence S 37° 35' 21" W along said centerline, a distance of 363.66 feet to a point, thence S 37° 17' 00" W along said centerline, a distance of 91.05 feet to a point, thence N 55° 10' 59" W a distance of 29.31 feet to a set 1/2 inch ID water pipe 36 inches long, thence N 55° 10' 59" W a distance of 471.09 feet to a set 1/2 inch ID water pipe 36 inches long, thence N 49° 03' 08" W a distance of 160.95 feet to a set 1/2 inch water pipe 36 inches long, thence N 37° 52' 38" E a distance of 352.91 feet to the true point of beginning. The above described tract contains 6.528 more or less acres, including public road right of way, 5.570 more or less acres, being in the Northwest quarter of Section 14 and 0.958 more or less acres, being in the Northeast quarter of Section 14. The above described tract is subject to any and all public and private easements and rights of way of record.

PARCEL NO.: 02-00895.003