

Transaction Identification Data for reference only:

Issuing Agent: Midland Title and Escrow, Ltd.

Issuing Office: Midland Title and Escrow, Ltd.

ALTA Universal ID: 0000000

Loan ID Number:

Commitment Number:

Issuing Office File Number: 1819533

Property Address: 11840 Sylvania Metamora Road Berkey, OH 43504

Revision Date: _____

SCHEDULE A

1. Commitment Date: **February 12, 2018, at 8:00 am**
2. Policy to be Issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **TBD**
Proposed Policy Amount: **\$10,000.00**
 - (b) 2006 ALTA® Loan Policy
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 **Fee Simple** estate or interest in the Land is at the Commitment Date vested in: **Sally Jean Eickholt Mason (1/3 interest), John L. Eickholt II (1/3 interest) and William C. Eickholt (1/3 interest) who acquired title by Inst. No. 20171113-0049697.**

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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. The Land is described as follows:

Parcel 1:

All that part of the East $\frac{1}{2}$ of the Southwest fractional $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Southeast Fractional $\frac{1}{4}$ of Section 4 and all that part of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northeast of Section 9, all of which is in Town 9 South, Range 5 East, in the Village of Berkey, Lucas County, Ohio, described as beginning on the centerline of Indiana Road (now called the Sylvania - Metamora Road) at a point located 855.66 feet North 82 degrees 53 minutes West and 85.00 feet North 84 degrees 27 minutes West from the Intersection of the said centerline and the East line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 9; thence North 84 degrees 27 minutes West along said centerline 300.00 feet; thence North 5 degrees 21 minutes East 210.00 feet, thence North 84 degrees 72 minutes West 396.30 feet; thence North 5 degrees 21 minutes East 164.65 feet; thence North 88 degrees 11 minutes East 726.68 feet; thence South 5 degrees 21 minutes West 258.98 feet; thence South 12 degrees 03 minutes West 210.00 feet to the place of beginning. Subject to all legal highways.

Parcel Number 59-00671

Parcel 2:

A parcel of land being part of the North half ($\frac{1}{2}$) of Section nine (9), Town nine (9) South, Range five (5) East, in the Village of Berkey, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the centerline of Sylvania - Metamora Road (so - called) and the East line of the West half ($\frac{1}{2}$) of the Northeast quarter ($\frac{1}{4}$) of said Section nine (9); thence in a northwesterly direction along said centerline of Sylvania - Metamora Road (so - called) having an assumed bearing of North eighty (80) degrees, twenty-two (22) minutes, twenty - five (25) seconds West, a distance of 854.73 feet to an iron bolt marking an angle point in the said centerline of Sylvania - Metamora Road; thence North eighty-one (81) degrees, fifty-six (56) minutes, twenty-five (25) seconds West along the said centerline of Sylvania - Metamora Road (so-called), a record and measured distance of 385.00 feet to the intersection of the westerly line of a parcel of land as described in Volume 1886, Page 477, Lucas County Deed Records, said intersection being the true point of beginning; thence continuing North eighty-one (81) degrees, fifty-six (56) minutes, twenty-five (25) seconds West along the said centerline of Sylvania - Metamora Road (so - called), a distance of 311.31 feet to the intersection of a line drawn parallel to the said westerly line of a parcel of land as described in Volume 1886, page 477, Lucas County Deed Records, thence North seven (07) degrees, fifty-one (51) minutes, thirty-five (35) seconds East along a line drawn parallel to the westerly line of a parcel of land as described in Volume 1886, Page 477, Lucas County Deed Records, a distance of 210. 00 feet to the intersection of a southerly line of a parcel of land as described in Volume 1886, Page 477, Lucas County Deed Records, said Southerly line of a parcel of land as described in Volume 1886, Page 447, Lucas County Deed Records, also being drawn parallel to the said centerline of Sylvania - Metamora Road (so - called); thence South eighty-one (81) degrees, fifty-six (56) minutes, twenty-five (25) seconds East along the said southerly line of a parcel of land as described in Volume 1886, Page 477, Lucas County Deed Records, a distance of 311.31 feet to the intersection of the said westerly line of a parcel of land as described in Volume 1886, Page 477, Lucas County Deed Records; thence South seven (07) degrees, fifty-one (51) minutes, thirty-five (35) seconds West along the said westerly line of a parcel of land as described in Volume 1886, Page 477, Lucas County Deed Records, a distance of 210.00 feet to the true point of beginning. Subject to legal highways. Containing 1.501 acres of land, more or less.

Parcel Number: 59-04081

**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.
5. Satisfactory Release or Subordination of all liens shown in Schedule B- Section II.
6. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contactor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. Survey Satisfactory to the Company be provided, if survey exceptions are to be deleted. **(COMMERCIAL PROPERTY ONLY)**
9. If a Zoning Endorsement is requested, the following is required: A letter from Planning and Zoning and/or ALTA/ACSM survey setting forth items 2(b) (i-v) from the endorsement and surveyor's certification that there are no violations. **(COMMERCIAL PROPERTY ONLY)**
10. **Notice:** Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.
11. **Warranty Deed from Sally J. Eickholt-Mason, John L. Eickholt II, William C. Eickholt and their spouses, if married to a Bona Fide Purchaser.**

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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

12. **Engineer's Approval:** If the insured legal description is a metes and bounds legal, it must be approved by the Lucas County Engineer's Office and attached to the instrument of conveyance prior to recording.

NOTE: FAILURE TO ATTACH THE COUNTY-APPROVED LEGAL DESCRIPTION TO THE INSTRUMENT OF CONVEYANCE MAY CREATE A SUBSTANTIAL DELAY IN RECORDING.

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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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. The 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 facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of said premises.
4. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights of parties in actual possession of all or any part of the premises.
6. Special assessments and special taxes, if any, and taxes not yet due and payable.
7. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
8. 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.

NOTE: THIS EXCEPTION WILL ONLY APPEAR ON THE LOAN POLICY.

9. Liens in favor of the State of Ohio filed, but not yet indexed in the dockets of the County Common Pleas Court.
10. The property addresses and/or tax parcel numbers listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness.
11. **2017 Tax Duplicate for Parcel Number 59-00671; (Parcel 1)**

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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

The first half tax in the amount of \$138.52, including current assessments, if any, is paid.

The second half tax in the amount of \$138.52, including current assessments, if any, is a lien not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$1,400.00 Building: \$3,360.00 Total: \$4,760.00

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

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.

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 but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

12. 2017 Tax Duplicate for Parcel Number 59-04081; (Parcel 2)

The first half tax in the amount of \$24.01, including current assessments, if any, is paid.

The second half tax in the amount of \$24.01, including current assessments, if any, is a lien not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Assessed Values:

Land: \$840.00 Building: \$0.00 Total: \$840.00

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

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.

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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

13. Restrictions and any other terms, covenants and conditions disclosed by instrument recorded Volume 1886 of Deeds, page 477 and any subsequent instruments pertinent thereto, but deleting therefrom, any covenant, condition or restriction indicating a preference, limitation 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).
14. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
15. Charges made and/or assessed for water and/or sewer service to said premises in question not yet certified to The Auditor's Tax Duplicate.
16. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
17. Rights of upper and lower and abutting riparian owners, the United States of America, State of Ohio, (the municipality of Village of Berkey), and the public in general in and to the waters of Ottawa River and the uninterrupted flow thereof: (1) free of pollution from the insured premises; (2) subject to the use for navigation, commerce and fishery in any portion of the land comprising the bed or waters of said river including land which was formerly the bed of that river and was created by fills, manmade jetties, bulkheads or artificial accretion; (3) subject to the possibility of erosion, avulsion and accretion.

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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.