

**Transaction Identification Data for reference only:**

Issuing Agent: Midland Title and Escrow, Ltd.

Issuing Office:

ALTA Universal ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number: 1820261

Property Address: 3900 Sunforest Ct. Toledo, OH 43623

Revision Date: \_\_\_\_\_

**SCHEDULE A**

1. Commitment Date: **April 18, 2018, at 8:00 am**
2. Policy to be Issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: **To be determined**  
Proposed Policy Amount: **To be determined**
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:  
**St. Luke's Hospital, an Ohio not-for-profit corporation, which acquired title by Instrument No. 20090105-0000136.**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

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**EXHIBIT "A"**

**Situated in the City of Toledo, County of Lucas, State of Ohio, described as follows:**

**Sunforest Condominium, Unit Nos. 1-N-1, 1-N-3, 1-N-4, a Condominium in the City of Toledo, Lucas County, Ohio, according to the Declaration of Condominium Ownership, its By-Laws and Drawings, filed for record in the Office of the County Recorder, Lucas County, Ohio, in Deed No. 79-085D11 and in Volume 80 of Plats, page 29, First Amendment to the Declaration of Condominium Ownership and Drawings, filed for record in the Office of the County Recorder, Lucas County, Ohio, in Deed No. 79-349D02 and in Volume 81 of Plats, page 51; Second Amendment to the Declaration of Condominium Ownership, filed for record in the Office of the County Recorder, Lucas County, Ohio, in Deed No. 79-604C09 and Third Amendment to the Declaration of Condominium Ownership and Drawings, filed for record in the Office of the County Recorder, Lucas County, Ohio, in Deed No. 89-391A09 and in Volume 125 of Plats, page 39, together with the undivided interest in the common areas and facilities declared in the said Declaration to be appurtenant to such unit.**

**Such unit is further subject to all the rights, privileges, duties, easements, conditions, restrictions and limitations contained in the said Declaration, Bylaws and Drawings and Chapter 5311 of the Ohio Revised Code.**

**Tax Parcel Nos. 22-65301, 22-65305 and 22-65307**

**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 contractor, 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. **Requirements to be determined.**

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**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.

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**11. 2017 Tax Duplicate for Parcel Number 22-65301 (Unit 1-N-1);**

The first half tax in the amount of \$28.12, including current assessments, if any, are paid.

The second half tax in the amount of \$28.10, including current assessments, if any, are 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: \$21,040.00 Building: \$57,960.00 Total: \$79,010.00

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 22-65305 (Unit 1-N-3);**

The first half tax in the amount of \$26.60, including current assessments, if any, are paid.

The second half tax in the amount of \$26.58, including current assessments, if any, are 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: \$17,570.00 Building: \$52,500.00 Total: \$70,070.00

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

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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.

**13. 2017 Tax Duplicate for Parcel Number 22-65307 (Unit 1-N-4);**

The first half tax in the amount of \$25.81, including current assessments, if any, are paid.

The second half tax in the amount of \$25.79, including current assessments, if any, are 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: \$15,820.00 Building: \$49,560.00 Total: \$65,380.00

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.

**14. Declaration of Condominium Ownership recorded as Deed Record 79-0085-D11.**

**NOTE: 1st Amendment recorded as deed Record 79-0349-D02**

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**NOTE: 2nd Amendment recorded as Deed Record 79-0604-C09**

**NOTE: 3rd Amendment recorded as Deed Record 89-0391-A09**

- 15. Drawings for Sunforest Condominium recorded as Volume 80 of Plats, page 29.**

**NOTE: Amendment to Drawings recorded as Volume 81 of Plats, page 51.**

**The Following Item Nos. 16 through 21 Affect The Underlying Land Upon Which The Condominium Was Platted:**

- 16. Covenants, Conditions, Restrictions, Easements, Setback Lines and any Amendments thereto as disclosed on the plat of subdivision recorded in Volume 76 of Plats, page 26. We delete 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 restriction violate 42 U.S.C. 3604(c).**
- 17. Restrictions and any other terms, covenants and conditions disclosed by instrument recorded in Mortgage Record 77-1269-B12 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).**
- 18. Recitals as contained in Deed recorded as Volume 1871 of Deeds, page 704.**
- 19. Easement granted to the Toledo Edison Company recorded as Volume 2076 of Deeds, page 146.**
- 20. Easement granted to the Toledo Edison Company recorded as Deed Record 78-0414-D08.**
- 21. Easement granted to the Toledo Edison Company recorded as Deed Record 78-0635-A03.**
- 22. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.**
- 23. 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.**

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