

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: 1925880

Property Address: 0 N. Main St. Swanton, OH 43558

Revision Date: _____

SCHEDULE A

1. Commitment Date: **October 3, 2019, at 7:30 am**
2. Policy to be Issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **A natural person or legal entity to be determined**
Proposed Policy Amount: **\$10,000.00**
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:
Louisville Title Agency for N.W. Ohio, Inc., Trustee, which acquired title by deeds recorded in Volume 12 of Official Records, page 895; Volume 12 of Official Records, page 898; Volume 12 of Official Records, page 902; and Volume 12 of Official Records, page 904.
5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned:
Midland Title and Escrow, Ltd.



Donald M. Mewhort III, President

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EXHIBIT "A"

Situated in the County of Fulton, State of Ohio:

Being a parcel of land situated in the south half (1/2) of the northwest quarter (1/4) west of State Route 64 or Main Street of Swanton in Section one (1), Town seven (7) North, Range eight (8) East in Fulton Township, Fulton County, Ohio and more particularly described as follows:

Commencing at the southeast corner of the northwest quarter (1/4) of the above described section marked by an iron pipe;

thence north eighty-four (84) degrees, forty-four (44) minutes, fifty (50) seconds west and binding upon the quarter section line and the south right of way line of Brookside Drive a distance of one thousand one hundred nineteen and twenty-eight hundredths (1119.28) feet to a point marked by a railroad spike;

thence north thirty (30) degrees, fifty-nine (59) minutes, twenty (20) seconds west on State Route 64 or Main Street a distance of three hundred eighty-four and twenty-four hundredths (384.24) feet to a point marked by a railroad spike;

thence north thirty (30) degrees, zero (00) minutes, twenty (20) seconds west on State Route 64 or Main Street a distance of three hundred (300) feet to a railroad spike;

thence north twenty-nine (29) degrees, three (3) minutes, twenty (20) seconds west on State Route 64 or Main Street a distance of one hundred forty-two and thirty-two hundredths (142.32) feet to a point marked by a PK nail;

thence north twenty-nine (29) degrees, fifteen (15) minutes, twenty (20) seconds west on State Route 64 or Main Street a distance of two hundred sixty-five and fifty-eight hundredths (265.58) feet to a point marked by a PK nail and being the place of beginning;

thence south fifty-two (52) degrees, thirty-two (32) minutes, zero (00) seconds west a distance of three hundred thirty-three and twenty-three hundredths (333.23) feet to a point marked by a metal surveyor's stake;

thence north eighty-three (83) degrees, nine (9) minutes, twenty (20) seconds west a distance of six hundred eleven (611) feet to a point marked by a gas pipe;

thence north seven (7) degrees, eleven (11) minutes, forty (40) seconds east a distance of five hundred eighty (580) feet on the west section line, to a point marked by a metal surveyor's stake;

thence south eighty-four (84) degrees, eight (8) minutes, twenty (20) seconds east and binding upon the south right of way line of the Ohio Turnpike a distance of five hundred eighty-five and forty-eight hundredths (585.48) feet to a point marked by a PK nail;

thence south twenty-nine (29) degrees, fifteen (15) minutes, twenty (20) seconds east on State Route 64 or Main Street a distance of four hundred forty-two and five hundredths (442.05) feet to place of beginning. Subject to legal highways.

EXCEPTING from the above described parcel of real estate described in the Replat of Waterwood Farms, Plat 1, a subdivision in the Village of Swanton, Fulton County, Ohio, as recorded in Cabinet A, Page 185.

Containing 6.305 acres of land, more or less, after said exception.

Parcel No. 14-025181-00.000

**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. **Engineer's Approval:** If the insured legal description is a metes and bounds legal, it must be approved by the Fulton 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.**

12. **Further requirements to be determined.**

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**ALTA Commitment for Title Insurance
(06-01-2017)**

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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. 2018 Tax Duplicate for Parcel Number 14-025181-00.000;

The first half tax in the amount of \$174.12, including current assessments, if any, is Paid.

The second half tax in the amount of \$174.12, including current assessments, if any, is Paid.

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

Assessed Values:

Land: \$5,990.00 Building: \$0.00 Total: \$5,990.00

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. Easement to the Toledo Edison Company recorded in Deed Volume 139, page 474.

13. Reservations contained in Warranty Deeds to the Ohio Turnpike Commission recorded in Deed Volume 166, pages 50, 111, 195 and 197.

14. Shown for informational purposes:

a) **Compromise Agreement recorded in Volume 13 of Miscellaneous Records, page 487.**

b) **Waterwood Farms Plat One recorded in Cabinet A, page 181.**

c) **Waterwood Farms 1 Replat recorded in Cabinet A, page 185.**

d) **Quit-Claim Deed filed for record September 10, 2001 and recorded in OR 172, page 756.**

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15. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
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. 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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