



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

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, **First American Title Insurance Company**, a Nebraska Corporation (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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. 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.

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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;
- (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.
- (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.

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(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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Legacy Title Services, LLC
 Issuing Office: 2171 Eagle Pass, Wooster, OH 44691
 ALTA® Universal ID:
 Loan ID No.:
 Commitment No.: 18123
 Issuing Office File No.: 18123
 Property Address: 5.100 acres/Walnut Creek Twp, Dundee, OH
 Revision No.:

SCHEDULE A

1. Commitment Date: February 9, 2018 at 07:59 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy of Title Insurance (6-17-06)
 ALTA Homeowner's Policy of Title Insurance (Rev. 12-2-13)
 Proposed Insured: **TO BE DETERMINED**
 Proposed Policy Amount: **TO BE DETERMINED**
 - (b) ALTA Loan Policy of Title Insurance (6-17-06)
 ALTA Expanded Coverage Residential Loan Policy (Rev. 12-2-13)
 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:
 Michael D. Miller and Sharon Miller
5. The Land is described as follows:
 For legal description, see Exhibit "A" attached hereto.

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SCHEDULE A
(Continued)

Commitment No.: 18123

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By: 
Morris Stutzman, Agent

Issuing Agent: Legacy Title Services, LLC
Agent ID No.: 5177251
Address: 2171 Eagle Pass
City, State, Zip: Wooster, OH 44691
Telephone: (330)264-6115

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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Exhibit "A"

Being a part of Lot 6 of the First Quarter, Walnut Creek Township, T-9 N, R-5 W, Holmes County, Ohio, also known as a part of the lands conveyed to Michael D. Miller and Sharon Miller in Official Record vol. 251 page 4589, PPN 2601419011 (part).

Described as follows:

Commencing at a stone found marking the southeast corner of said Lot 6, thence N 00 degrees 06' 17" W 572.25 feet along the lot line to a R.R. spike found in the center of C.R. 168, thence S 70 degrees 54' 26" W 52.88 feet along the centerline of C.R. 168 to a R.R. spike found the TRUE POINT OF BEGINNING, witnessed by a 5/8 inch rebar found N 00 degrees 06' 17" W 30.00 feet.

thence with the following SEVEN (7) COURSES:

1. S 70 degrees 54' 26" W 262.80 feet along the centerline of C.R. 168 to a point, witnessed by an iron pin set N 23 degrees 21' 53" W 23.27 feet;
2. N 23 degrees 21' 53" W 631.15 feet through the lands of said Miller to an iron pin set;
3. N 22 degrees 02' 20" E 159.80 feet through the lands of said Miller to an iron pin set on Anthony J. Miller and Marianna P. Miller's (O.R. vol. 260 page 4181) south line;
4. S 67 degrees 57' 42" E 289.53 feet along said Anthony J. Miller and Marianna P. Miller's south line to a 5/8 inch rebar found;
5. S 01 degrees 01' 26" W 80.72 feet along said Anthony J. Miller and Marianna P. Miller's south line to a 5/8 inch rebar found;
6. S 67 degrees 57' 20" E 184.54 feet along said Anthony J. Miller and Marianna P. Miller's south line to a 5/8 inch rebar found;
7. S 00 degrees 06' 17" E 382.95 feet along said Anthony J. Miller and Marianna P. Miller's southerly line to the TRUE POINT OF BEGINNING.

This parcel contains 5.100 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic identification cap marked "Baker 6938". Bearings from Plat vol. 19 page 2662.

See Holmes County Plat Book _____, page _____ for survey.
This survey made and description prepared by Donald C. Baker, P.S. 6938.
January 12, 2018

<i>First American Title</i>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	18123

Commitment No.: 18123

**SCHEDULE B, PART 1
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.
 - a. **Warranty Deed - TO BE DETERMINED**
 - b. **Mortgage - TO BE DETERMINED**
5. Payment of taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory survey if survey exception set forth in Item 3 of Schedule B, Section II is to be deleted.
7. Owners/Seller Affidavit covering matters of title in form acceptable to the Company.
8. Further exceptions and/or requirements may be made upon review of the proposed documents and/or further ascertaining the details of the transaction.

SCHEDULE B
(Continued)

Commitment No.: 18123

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 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 material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in 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. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. 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 instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Notwithstanding the reference to acreage or square footage in the description of the Land described in Schedule A, this Policy does not insure or guarantee the acreage or quantity of land set forth therein.
10. Rights of the public to use those portions of the subject captioned premises lying within the bounds of any legal highway.

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SCHEDULE B
(Continued)

Commitment No.: 18123

11. In Volume 251, Page 4592, Holmes County, Ohio Official Records is a Mortgage Deed from Michael D. Miller and Sharon Miller, husband and wife, to David A. Miller and Ruth N. Miller aka Ruth Nadine Miller, dated January 22, 2015 and filed for record February 23, 2015 at 11:51 a.m. Consideration for said Mortgage is \$80,000.00.
12. In Volume 72, Page 141, Holmes County, Ohio Lease Records is an Oil & Gas Lease to Central Ohio Land Corp. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
13. In Volume 97, Page 146, Holmes County, Ohio Lease Records is a Memorandum of Lease to Olen O. Miller dba Miller Mining. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
14. In Volume 99, Page 288, Holmes County, Ohio Lease Records is an Oil and Gas Lease to Atwood Resources, Inc. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
15. In Volume 114, Page 223, Holmes County, Ohio Lease Records is an Oil and Gas Lease to Cascade Petroleum, Inc. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
16. In Volume 121, Page 438, Holmes County, Ohio Deed Records is an Electric Line Easement to The Ohio Public Service Company. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
17. In Volume 145, Page 327, Holmes County, Ohio Deed Records is a Deed and License Agreement to Melvin A. Yoder. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
18. In Volume 162, Page 120, Holmes County, Ohio Deed Records is a Warranty Deed with right to drain water to Yoder Clutch Corporation. NOTE: No examination was made of the estate created by the above instrument, and the existence and condition of the estate are not warranted.
19. In Volume 183, Page 778, Holmes County, Ohio Deed Records is a Telephone Line Easement to General Telephone Company of Ohio. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
20. In Volume 187, Page 793, Holmes County, Ohio Deed Records is an Electric Line Easement to Ohio Power Company. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.

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SCHEDULE B
(Continued)

Commitment No.: 18123

21. In Volume 200, Page 838, Holmes County, Ohio Deed Records is a Water Well Sites and Easement by and between Perry Weaver and Alma Weaver, husband and wife, and Yoder Clutch Corporation. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
22. In Volume 216, Page 503, Holmes County, Ohio Deed Records is a Pipeline Right of Way and Metersite Agreement to Penn-Ohio Energy Corp. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
23. In Volume 251, Page 238, Holmes County, Ohio Deed Records is a Warranty Deed with right to discharge sewage effluent to Kevin E. Pyle and Celesta W. Pyle. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
24. In Volume 78, Page 194, Holmes County, Ohio Deed Records is a Warranty Deed with language regarding cemetery to Solomon Y. Miller. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
25. In Volume 19, Page 2662, Holmes County, Ohio Plat Records is a plat of captioned premises. NOTE: No examination was made of the estate created by the above instrument, nor of items notated by the Recorder to the instrument, and the existence and condition of the estate are not warranted.
26. Taxes, Parcel No. 26-01419.011, for the first half of 2017, in the amount of \$130.54, are determined but are not yet due and payable. Taxes for the second half of 2017, in the amount of \$130.54, are a lien but are not yet due and payable. Taxes for the year 2018 are a lien, but have not yet been determined. NOTE: THE CAPTIONED PREMISES ARE LISTED ON THE AUDITOR'S AGRICULTURAL LAND TAX LIST AND IS CURRENTLY TAXED AT ITS AGRICULTURAL USE VALUE UNDER THE PROVISIONS OF SECTION 5713.32 OF THE OHIO REVISED CODE. If the land is removed from the Agricultural Land Tax List, a charge may be levied against said land in an amount of the tax savings on the converted land during the three years immediately preceding the year in which the conversion occurs. Under Section 5714.34, the charge shall constitute a lien upon the land as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this title policy for any lien arising under the provisions of Section 5713.34. There are no other special assessments listed on the books of the Holmes County Treasurer, but I do not certify to any, if such not now entered thereon.

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