

	
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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Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

 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: Stephen D. Martin
Issuing Office's ALTA® Universal ID:
Commitment No.: 12479-520
Property Address: 12793 Fancher Road, Westerville, OH 43082-9703
Revision No.:

Issuing Office: 50 N. Sandusky Street, Delaware, OH 43015
Loan ID No.:
Issuing Office File No.: 12479-520

SCHEDULE A

1. Commitment Date: May 17, 2019 @ 7:00AM

2. Policy to be issued:

(a) ALTA Homeowners (EAGLE) Policy (Rev. 12-2-13)

Proposed Insured: Successful Bidder at Auction

Proposed Policy Amount: \$0.00

(b)

Proposed Insured:

Proposed Policy Amount: \$

(c) None

Proposed Insured:

Proposed Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple

4. The Title is, at the Commitment Date, vested in: Roger Lee Cherry

5. The Land is described as follows:

The land referred to herein is Lot 171 and 172, in the Green Acres subdivision in the Township of Harlem, County of Delaware, State of Ohio and is described as set forth in Exhibit A attached hereto and made a part hereof.
- FIRST AMERICAN TITLE INSURANCE COMPANY
- Issuing Agent: Stephen D. Martin
Agent ID No.:
Address: 50 N. Sandusky Street
City, State, Zip: Delaware, OH 43015
Telephone: 7403631313
- By: 
- Authorized Signatory
- 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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- Form 5033739-A (4-9-18)

Page 1 of 1

ALTA Commitment for Title Insurance (8-1-16)

Ohio – Schedule A (Effective 6-1-17)

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	

File No.: 12479-520

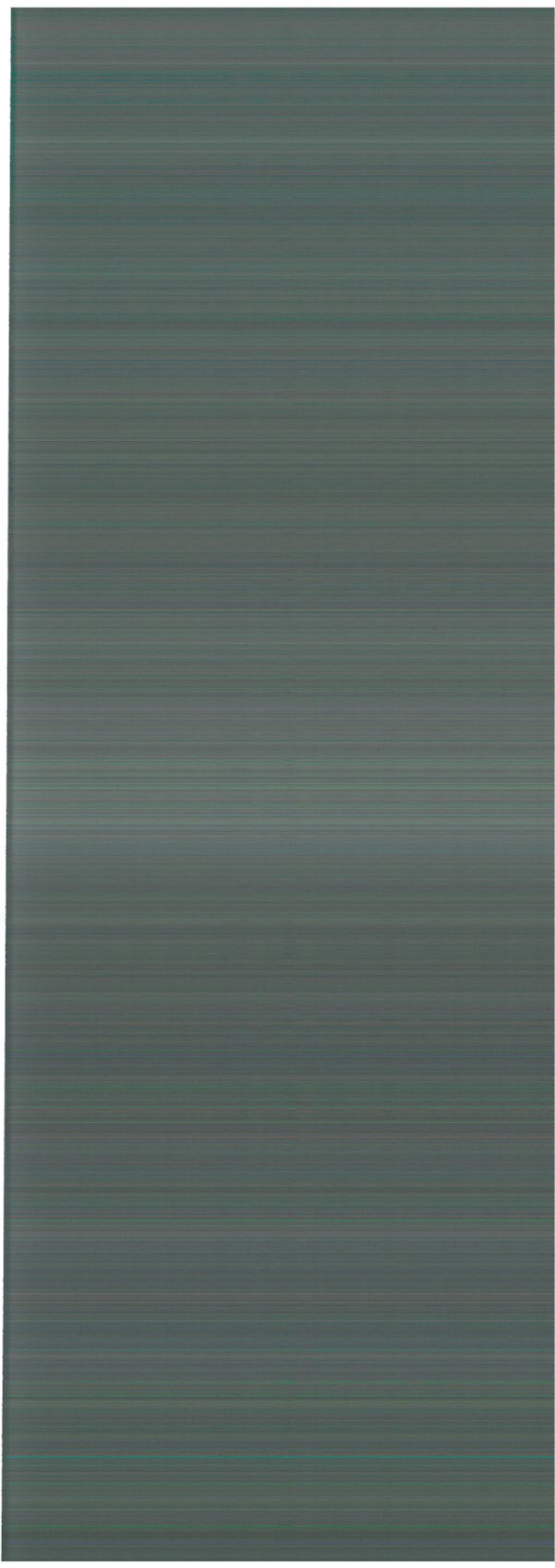
The Land referred to herein below is situated in the County of Delaware, State of Ohio, and is described as follows:

Situated in the County of Delaware, in the State of Ohio and in the Township of Harlem:
Being Lots Numbers 171 and 172 of Green Acres Subdivision, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 7, page 361, Recorder's Office, Delaware County, Ohio, and containing 5.501 acres, more or less.

The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

Street Address: 12793 Fancher Road, Westerville, Ohio 43082

Parcel No.: 316-430-03-016-000



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: 12479-520

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. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
6. Satisfactory release of all liens shown in Schedule BII.
7. Satisfactory evidence that improvements and/or repairs or alterations thereto are completed; that contractors, sub-contractors, labor and material men are all paid and have released of record all liens or notices of intent to perfect a lien for labor or material.

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	ALTA Commitment for Title Insurance
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Schedule BII	

Commitment No.: 12479-520

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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
- Taxes and assessments for the year 2019 and thereafter, which are undetermined, are a lien, and are not yet due and payable.
- The County Treasurer's 2018 General Tax Duplicate shows:
Taxes for the first half of 2018, listed in the name of Roger Lee Cherry, amounting to \$2,178.58 are paid. Tax Parcel

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII (Cont.)	

Commitment No.:12479-520

No. 316-430-03-016-000. Taxes for the second half of 2018 in the amount of \$2,178.58 are a lien but not yet due and payable.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

Assessed Values:

Land - \$31,360; Improvements - \$68,040; Total - \$99,400

The property is currently receiving a homestead exemption in the amount of \$208.63 per half.

11. 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 increase in taxes or assessments resulted from any retroactive increase in the valuation of the land by the state, county, municipality, township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

12. Building setback lines, easements and restrictions set forth on the recorded subdivision plat for Green Acres, of record in Plat Book 7, page 361, Delaware County Recorder's Office.
13. Restrictions contained in the Warranty Deed of record in Deed Book 321, page 579, Delaware County Recorder's Office.
14. Right-of-Way Easement to Del-Co Water Co. Inc. of record in Deed Book 423, page 619, Delaware County Recorder's Office.

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-GREEN ACRES-

STATE IN
DEPARTMENT OF AGRICULTURE
TOWNSHIP 3, RANGE 16, SEC
2 OF THE UNITED STATES
MILITARY LANDS

STATE OF OHIO
COUNTY OF CUYAHOGA

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of Ohio.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 19____.

NOTARY PUBLIC IN AND FOR THE STATE OF OHIO.

My commission expires this _____ day of _____, 19____.

APPROVED

WARRANTY DEED

COLUMBUS BLANK BOOK CO., COL., O.
FORM L 12-B

Know all Men by these Presents

That

Michael W. Fallon and Mary Jane Fallon, husband
and wife,

of the City of Columbus, County of Franklin,
and State of Ohio, Grantors, in consideration of the sum of
One Dollar and other good and valuable considerations,
to to them paid by

Earl L. Cherry and Arnetta M. Cherry
of the City of Columbus, County of Franklin
and State of Ohio, Grantees, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to the said
Grantee s,

Earl L. Cherry and Arnetta M. Cherry,

their heirs and assigns forever, the
following Real Estate situated in the County of Delaware
in the State of Ohio and in the Township
Harlem and bounded and described as follows:

Situated in Delaware County, Harlem Township, Township 3,
Range 16, Section 4 of the "United States Military Lands"
and being part of Lots 33 and 34 and more fully described as follows:

Being Lots 171 and 172 of Green Acres Subdivision, as the same
is numbered and delineated upon the recorded plat thereof, in
Plat Book 7, page 361, Recorder's Office, Delaware County, Ohio.
Subject to all legal highways.

Said premises are conveyed subject to the restriction that no
house trailer may be used or occupied on said premises, nor shall
grantee erect or construct upon the premises tents, shacks,
temporary structures as a residence, concrete block structures
as a residence or any structure of unfinished exterior. Said
premises shall not be used for dumping trash, garbage or other
waste and are conveyed with the further restriction that each
said lot shall not be further subdivided.

APPROVED
FOR TRANSFER
CHARLES E. ELIOT
Delaware County Engineer

Said premises are conveyed subject to the further restrictions that any residence or structure to be constructed by the grantees shall be set back One Hundred (100) feet from the south property line in the center of County Road #20; that such residence shall contain at least One Thousand (1,000) square feet of living space if such residence is one story high, or Seven Hundred Fifty (750) square feet of living space on the first story if such residence is two or more stories high; and that the grantees shall install a One Thousand Five Hundred (1,500) gallon septic tank and at least Eight Hundred Ninety (890) square feet of leeching.

Grantors reserve the right and easement to install drainage tile through the tract herein conveyed. Grantors hereby covenant that all lots in said subdivision shall be henceforth conveyed subject to covenants of similar or more restrictive limitations.



LAST TRANSFER: Deed Record Volume, 308 311

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To have and to hold said premises, with all the privileges and appurtenances

thereunto belonging, to the said Grantees, Earl L. Cherry and Arnetta M.

Cherry,

their heirs and assigns forever.

And the said Grantors, Michael W. Fallon and Mary Jane Fallon, husband and wife,

for themselves and their heirs,

do hereby covenant with the said Grantees, Earl L. Cherry and Arnetta

M. Cherry 45

their heirs and assigns, that they are lawfully seized of the premises aforesaid, that the said premises are Free and Clear from all Incumbrances whatsoever except taxes and assessments payable in the December, 1965, collection which are undetermined and unpaid.

Earl L. Cherry
2432 Aggie Dr.
10370

DELAWARE COUNTY, OHIO
FILED FOR RECORD OCT 15 - 1965
RECORDED OCT 11, 1965
VOL 321 DEED RECORD
PAGE 579
FEE \$ 3.00 COUNTY RECORDER

TRANSFERRED
DAVID R. THOMAS, AUDITOR
L. L. LUTHERMAN, DEPUTY
RECEIVED OCT 15 - 1965

1744
Green Acres Sads. Lts 171
HARLEM 172

and that they will forever **Warrant and Defend** the same, with the appurtenances, unto the said Grantees, Earl L. Cherry and Arnetta M. Cherry their heirs and assigns against the lawful claims of all persons whomsoever.

In Witness Whereof the said Grantors,

Michael W. Fallon and Mary Jane Fallon, husband and wife,

who hereby release their respective rights of dower in the premises, have hereunto set their hands this twenty fifth day of September, in the year of our Lord one thousand nine hundred and sixty five (1965)

Signed and acknowledged in presence of

Joseph D. White
Mary Jane Fallon

The State of OHIO }
Franklin County } SS.

Be it Remembered That on this twenty fifth day of September A.D. 1965 before me, the subscriber, a Notary Public in and for said county, personally came the above named Michael W. and Mary Jane Fallon

the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Joseph D. White
Notary Public - Lifetime Commission

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that EARL L. CHERRY, hereinafter ARNETTA M. CHERRY, called grantors, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by DEL-CO WATER CO. INC. hereinafter called the grantee, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey to said grantee, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove water lines, valves, fittings, meters and accessories over and across the following lands owned by the grantor in the State of Ohio, County of Delaware and Township of WARLEN and more particularly described as follows, to wit:

Green Acres Sub'd. Lots 171 & 172.

which property is located on the NORTH side of FANCHER ROAD and mailing address of which property is 12793 FANCHER ROAD WESTERVILLE OHIO 43081 together with the right of ingress and egress over the grantors adjacent lands the purpose of which the above mentioned rights are granted.

The temporary easement which is for construction purposes is to terminate upon the completion of construction and is limited to Twenty Five (25) feet in width being 12½ feet on each side of and parallel with the proposed centerline of the waterline. The permanent easement hereby granted is limited to 12 feet in width being 6 feet on each side of and parallel with the centerline of the waterline as finally laid and constructed across the lands of the within grantors, said lines to be constructed as near as possible to the right of way of FANCHER ROAD or within existing utility easements.

The consideration recited herein shall constitute payment in full for all damages sustained by grantors by reason of the installation of constructions referred to herein and the grantee will maintain such easement in a state of good repair and sufficiency so that no unreasonable damages will result from its use to grantors premises. This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land for the benefit of the grantee, its heirs, successors and assigns. The grantors covenant that they are the owners of the above described lands and said lands are free and clear of all encumbrances except mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said EARL L. CHERRY and ARNETTA M. CHERRY, who hereby release their respective right and expectancy of dower in said premises have hereunto set their hands this 16 day of SEPTEMBER, 1978.

Signed and acknowledged in the presence of:

Roger Cherry
Robert W. McAdams

STATE OF OHIO
DELAWARE COUNTY:

On this 16 day of SEPTEMBER, 1978, before me, a Notary Public in and for said county, personally came Earl L. Cherry and Arnette M. Cherry the grantors in the foregoing easement who acknowledge the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last aforesaid.

Prepared by:
John D. Wolf
Attorney at Law
25 W. Central Ave.
Delaware, Ohio

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	OCT 30 1978
AT	4:01 O'CLOCK P.M.
RECORDED	Nov. 3, 1978
DEED	423 PAGE 619
FEE \$ 4.00 COUNTY RECORDER	

Robert W. McAdams
Notary Public
Vol 423 pg 619

ROBERT W. MCADAMS
Notary Public, Delaware, Franklin, Knox, Licking, Morrow, Union and Marion Counties, Ohio
My Commission Expires Aug. 5, 1981

Delaware County
The Grantor has complied with
Section 319.202 of The R.C.
Date 10-20-78 Transfer Tax Paid None
~~TRANSFER OR TRANSFER NOT NECESSARY~~
David R. Thomas, Auditor By R. W. McAdams

DEL-CO WATER CO., INC.