

# ALTA Commitment for Title Insurance

Issued by Old Republic National 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## 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 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.

*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; and Schedule B, Part II – Exceptions.*

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. (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>.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*

*400 Second Avenue South, Minneapolis, Minnesota 55401*

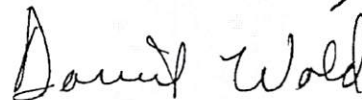
*(612) 371-1111*

By



*Preside*

Attest



*Secretary*

  
STIMSON HOUSE TITLE, INC.

*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; and Schedule B, Part II – Exceptions.*



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule A**  
**Commitment**

File Number: 24-367

1. Effective Date: August 27, 2019 at 08:30 AM
2. The policy or policies to be issued are: Amount
  - (a) Owner's Policy: ALTA Own. Policy (06/17/06)  
Proposed Insured:  
"Successful Bidder"
  - (b) Loan Policy: ALTA Loan Policy (06/17/06)  
Proposed Insured:  
"In the name of the lender"
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 Effective Date vested in: Roger W. Richter and Ruth E. Richter, husband and wife, for their joint lives, remainder to the survivor of them, who acquired interest by Instrument Number 200402260006597 and Official Record 912, at page 861, Licking County records.
5. The land referred to in this Commitment is described as follows:  
See Exhibit A - Legal Description attached hereto.

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ORT Form 4308 A  
Schedule A  
ALTA Commitment for Title Insurance 6/06



(24-367.PFD/24-367/5)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section I**  
**Commitment**

**REQUIREMENTS**

File Number: 24-367

Effective Date: August 27, 2019

The following are the requirements to be complied with:

1. The Proposed Insured must notify the Company in writing 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. Deed from Rodger W. Richter and Ruth E. Richter to Successful Bidder.

b. Mortgage from Successful Bidder to Proposed Lender, securing your loan.

**NOTE: SPOUSE(S) , IF ANY, TO JOIN IN THE ABOVE REQUIRED INSTRUMENT(S) TO RELEASE DOWER INTEREST**

5. Receipt of our closing Affidavit as to recent improvements and occupancy.
6. Open-End Mortgage must comply with Ohio's Open-End Mortgage Statute.
7. Deeds, mortgages, easements, and all other instruments of conveyance must comply with the transfer procedures and minimum requirements for filing for Licking County, Ohio.
8. **CLOSING INFORMATION:** Tax Parcel No. 030-088302-12.000. Tax District: Heath CSD

Tax Valuations: Land-\$10,540.00, Building-\$28,850.00, Total Value-\$39,420.00.

Taxes are subject to a Homestead Reduction in the amount of \$241.20 per half.

Taxes for 2018 are \$845.44 per half. Full year 2018 taxes are paid. No liability is assumed for CAUV recoupment or for tax increases for retroactive revaluation, change in land usage, loss of agricultural use status for whatever reason, or loss of any homestead exemption status for the insured premises.

Muskingum Watershed Special Assessment for the year 2018 is \$3.00 per half. Assessment for the full year 2018 is paid.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section II**  
**Commitment**

**EXCEPTIONS**

File Number: 24-367

Effective Date: August 27, 2019

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
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, 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 theretofore 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 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. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. With respect to owner's policy, the dower, courtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
10. Tax Parcel Number 030-088302-12.000.

Taxes are subject to a Homestead Reduction in the amount of \$241.20 per half.

Taxes for 2018 are \$845.44 per half. Taxes for the full year 2018 are paid. No liability is assumed for CAUV recoupment or for tax increases for retroactive revaluation, change in land usage, loss of agricultural use status for whatever reason, or loss of any homestead exemption status for the insured premises.

Muskingum Watershed Special Assessment for the year 2018 is \$3.00 per half. Assessment for the full year 2018 is paid.

11. With respect to owner's policy, any mortgage executed or assumed in connection with this transaction

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## Schedule B-Section II

(Continued)

File Number: 24-367

will appear as an exception in the owner policy when issued.

12. Building restriction line(s) and easement(s), as stated and/or shown on the recorded plat of subdivision.  
- Thirty (30) foot building setback front lot line.
13. Title to that portion of the property within the bounds of all legal highways.
14. Any inaccuracy in the specific quantity of acreage or square footage contained on any survey, if any, or contained within the legal description of premises insured herein.
15. Restrictions appearing of record in Plat Book 13, at page 72, Licking County Plat records.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 45 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

16. Right of Way and Easement granted to The Ohio Power Company, appearing of record in Deed Book 307, at page 279, Licking County records.
17. Right of Way and Easement granted to The Ohio Power Company, appearing of record in Deed Book 351, at page 444, Licking County records.
18. Easement granted to the Village of Heath, appearing of record in Deed Book 574, at page 513, Licking County records.
19. Easement granted to Ohio Power Company, appearing of record in Deed Book 764, at page 13, Licking County records.
20. No Bankruptcy search performed on seller or buyer/borrower in this transaction.
21. NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Exhibit A - Legal Description**  
**Commitment**

File Number: 24-367

Effective Date: August 27, 2019

Situated in the State of Ohio, County of Licking and in the City of Heath and being further described as follows:

Being Number 13 in Dor-Mil Heights Number 2, a subdivision in said City of Heath, as set forth on the plat of said subdivision recorded in Volume 13, at page 72 of the Plat Record of Licking County, Ohio.