 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**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 EXTRACTIONAL 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

Greg L. Smith, Secretary

**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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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule A</b>	ISSUED BY <b>First American Title Insurance Company</b>

**Transaction Identification Data for reference only:**

Issuing Agent: Acquisition Title Agency Inc  
 Issuing Office: 6 S. Vernon Street PO Box 321, Sunbury, OH 43074  
 Issuing Office's ALTA® Registry ID:  
 Loan ID No.:  
 Commitment No.: 24-04-01 ATA  
 Issuing Office File No.: 24-04-01 ATA  
 Property Address: 286 Arbor Drive, Sunbury, OH 43074  
 Revision No.:

**SCHEDULE A**

1. Commitment Date: February 29, 2024 at 06:00 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: TBD at Auction  
 Proposed Policy Amount:
  - (b) ☐ ALTA Loan Policy of Title Insurance (6-17-06)  
☐ ALTA Expanded Coverage Residential Loan Policy (Rev. 12-2-13)  
 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:  
 Georgina J. Baxter by virtue of a General Warranty Deed dated 09/10/2004 and filed for record 09/20/2004 in Official Record Book 544 Page 1389, Delaware County Records.
5. The Land is described as follows:  
 Situated in the County of Delaware, State of Ohio and City of Sunbury and being further described as follows:  
 Being Lot No. Six Hundred-Nine (609) in SUNBURY GARDENS, a subdivision of the Village of Sunbury, Ohio, as the same is numbered and delineated upon the recorded plat thereof of record in Plat Book 6, Page 113, Recorder's Office, Delaware County, Ohio.

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**SCHEDULE A**  
(Continued)

Commitment No.: 24-04-01 ATA

**FIRST AMERICAN TITLE INSURANCE  
COMPANY**

Issuing Agent: Acquisition Title Agency Inc  
Agent ID No.:  
Address: 6 S. Vernon Street PO Box 321  
City, State, Zip: Sunbury, OH 43074  
Telephone: (740)965-2226


**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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<b>Schedule BI &amp; BII</b>	

Commitment No.: 24-04-01 ATA

**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. Seller, Buyer, Borrower and Lender are notified that this commitment and policy incorporates, by reference, the attached "Closing Disclosure" pursuant to R.C. 1345.031, "Notice of Availability and Offer of Closing Protection Coverage" pursuant to R.C. 3953.32, and "Notice of Availability of Owner's Title Insurance" pursuant to R.C. 3953.30. Said disclosures and notices require signature by the parties, and said signature(s) is/are a condition precedent to the closing of this transaction.
6. Seller's Affidavit covering matters of title in a form acceptable to Acquisition Title Agency.
7. Survey satisfactory to Acquisition Title Agency Inc. to be provided if survey exception is to be deleted from final policy.
8. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. 5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
9. Any requirements that the company may deem necessary pertaining to the open estate shown as item 9 of Schedule B2.
10. Payoff and release of Mortgage from Georgina J. Baxter, unmarried, to PNC Bank NA in the face amount of \$25,000, dated 10/7/2021 and recorded 10/30/2021, in Official Record Book 1915 Page 1622, Delaware County, Ohio Recorder.
11. Additional requirements may be made as additional information is provided to the Company, including Proposed Insured, legal description, and insured Amount, and said information may cause the Company to add matters to be excepted in schedule BII.

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**SCHEDULE B**  
(Continued)

Commitment No.: 24-04-01 ATA

**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. Case No. 24010121PES currently pending in the Delaware County, Ohio Probate Court, wherein Letters of Appointment regarding Georgina J. Baxter were issued to Sharon Shicks and Richard L. Baxter.
10. Real estate taxes for first half 2023 in the amount of \$1233.99 are partially paid. Real estate taxes for second half 2023 in the amount of \$1233.99 are a lien not yet due. Real estate taxes for 2024 and subsequent years are undetermined, not yet due or payable and a lien in unknown amount.  
VALUATION: Land \$20,760 Bldg \$42,350 Total \$63,110

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**SCHEDULE B**  
(Continued)

Commitment No.: 24-04-01 ATA

Tax parcel #417-411-09-000

11. Special taxes or assessments approved, levied or enacted by the State, County, Municipality 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 reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in valuation of the land by the State, County, Municipality, Township or other taxing authority. No liability is assumed for any special assessment, other than as would be reflected by the County Treasurer's tax duplicate.
12. The address and/or tax parcel numbers shown herein are provided solely for informational purposes without warranty as to accuracy or completeness.
13. Unpaid water and sewer charges may become a lien on the real estate. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
14. Restrictions, covenants, set back lines, and easements, if any, as shown in Plat Book 6 , Page 113 , Delaware County Plat Records. Restrictions as set forth in recorded instrument but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
15. Mortgage from Georgina J. Baxter, unmarried, to PNC Bank NA in the face amount of \$25,000, dated 10/7/2021 and recorded 10/30/2021, in Official Record Book 1915 Page 1622, Delaware County, Ohio Recorder.
16. Easement for Highway to Delaware County dated 10/19/1922, as described in Agreement Volume 3 Page 433, Delaware County Records.
17. Easement for Highway to Delaware County dated 04/19/1929, as described in Agreement t Volume 3 Page 485, Delaware County Records.
18. Restrictions as described in Deed Book 283 Page 562, Delaware County Records. Restrictions as set forth in recorded instrument but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
19. Restrictions as described in Deed Book 283 Page 566, Delaware County Records. Restrictions as set forth in recorded instrument but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
20. Easement to Columbus and Southern Ohio Electric dated 05/16/1959 as described in Deed Book 282 Page 306, Delaware

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## SCHEDULE B

(Continued)

Commitment No.: 24-04-01 ATA

County Records.

21. Right of Way Easement to Del-Co Water Company dated 02/08/2013 as described in Official Record Book 1224 Page 2561, Delaware County Records.

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