

TRUSTEES AUCTION

Real Estate and Personal Property

August 1, 4:00 pm



11909 Trenton Rd, Galena, OH



AUCTION DATE:

August 1, 2016 at 4:00 pm

INSPECTION DATES:

July 10 & 24, 1:00 - 3:00 pm

AUCTION LOCATION:

11909 Trenton Rd
Galena, Ohio 43021

OWNER:

Owner: Phyllis J. Sheets
Living Trust Agreement
UTA 9/18/03
Cindy Fox, Trustee

REAL ESTATE: Nestled on a 1.34 acre mature wooded lot sits a quaint 1150 sq. ft. Ranch home having 3 bedrooms, bath and a half kitchen w/eating space, living room and utility room in Big Walnut school District. Fuel oil heat, central air with Delco water, and on-site septic. Two car detached garage with side patio and two large storage sheds on the rear of the property. Taxes 1362/year. TERMS: 10% down payment day of sale balance in 45 days.

PERSONAL PROPERTY: '98 Mercury Sable w/ 108992 miles, cloth interior, power seat; John Deere LA105 w 112 hrs, Yamaha gas golf cart; Craftsman and Yard machine push mowers; Long handle tools, chain, trash cans, gas cans, mop bucket, rolling tool box, hand tools, ext. ladder, weed eaters gas and electric, electric blower; Washer; dryer; full bed and frame, end table, metal end table, desk, bookshelf, puzzles, kids toys, crock jug, recliners, prints and frames, glass doored China hutch, kitchen table and four, Goebel figurines, Fire king dishes, baking items, pots and pans, dishes, lawn chairs, patio table.

TERMS:

Cash or check w/positive ID



United Country Real Estate and Auction Services, LLC
Chip Carpenter | Broker/Auctioneer 740-965-1208
Ryan Rogers | Agent 614-893-4843
David G. Erickson Apprentice Auctioneer

Terms & Conditions

United Country Real Estate and Auction Services, LLC
740-965-1208 OR 614-206-1135
Seller: Cindy Fox, Trustee

TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells subject to trustee confirmation day of sale.

1. Buyer to pay a Ten percent (10%) NONREFUNDABLE earnest money deposit upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before September 16, 2016. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Survey: A new survey will be provided by seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Sellers expense and any issues regarding the survey will be at the Seller's discretion. Seller will pay for conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$150.00, and deed preparation only. Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. Seller shall convey marketable title to the real estate by Warranty Deed or Fiduciary Deed.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding, (if required) and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure. No exceptions.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the seller and/or the attorney for the seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the down payment money described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United County Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by seller or auctioneers. Announcements made day of sale shall take precedence over printed material.

United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE

Contact List

PROPERTY RELATED CONTACTS

CHIP CARPENTER

614.206.1135

UNITED COUNTRY REAL ESTATE AND AUCTION SERVICES

CHIP@UCREALESTATEANDAUCION.COM

WWW.UCREALESTATEANDAUCION.COM

SCIOTO LAND SURVEYING

740.368.1700

TRENTON TWP ZONING

740.965.4816

TREASURER

740.833.2810

VILLAGE OF SUNBURY

740.965.2684

AUDITOR'S OFFICE

740.833.2900

REGIONAL PLANNING

740.833.2260

CHAMBER OF COMMERCE

740.965.2860

MAP DEPARTMENT

740.833.2480

COUNTY EXTENSION OFFICE

740.833.2030

GEN. HEALTH DISTRICT

740.368.1700

CLERK OF COURTS

740.833.2500

ECONOMIC DEVELOPEMENT

<http://www.co.delaware.oh.us/index.php/business>

ODNR FISH & WILDLIFE

<https://ohiodnr.gov/>

WEBSITES OF INTEREST

<http://www.co.delaware.oh.us/>

<http://www.co.delaware.oh.us/index.php/auditor>

CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: _____

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in _____, _____ County, Ohio, and known as: _____ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Purchase Price of \$ _____** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ _____ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4535.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days from Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before _____ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through _____. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$ _____ per day after original Closing Date.
4. **CLOSING COSTS:** The Buyer, Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The Buyer Seller split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: to the highest bidder regardless of price, **OR** subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: _____
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting any of Seller's further remedies. Either party may demand specific performance of this Contract.

Buyer Initial Seller Initial

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except _____ Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by _____ deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except restrictions and easements of record and except the following assessments (certified or otherwise): _____
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** Buyer Seller Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given at closing, _____ days after closing at _____ AM PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services, LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.
16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may

_____,
Buyer Initial Seller Initial

be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. NOTICES TO THE PARTIES:

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.
It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. MISCELLANEOUS:

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

Buyer Initial Seller Initial

19. **OTHER TERMS:** _____

20. **DEED TO:** (Print) _____

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before _____ AM PM EST on the _____ day of _____, 20____.

The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

BUYER: _____

BUYER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation , the undersigned Seller has read and fully understand the forgoing and hereby: accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, rejects said offer, or counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before _____ AM PM EST on the _____ day of _____, 20____.

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE _____ I hereby acknowledge receipt of \$ _____ cash cashier's check personal check # _____ made payable to _____ as down payment in accordance with terms herein provided.

United Country Real Estate and Auction Services

By: _____

Its: _____



_____,
Buyer Initial Seller Initial



Ohio Bar Title Insurance Company



A Subsidiary of First American Title Insurance Company

Commitment for Title Insurance

ISSUED BY

Ohio Bar Title Insurance Company

Commitment

OHIO BAR TITLE INSURANCE COMPANY, an Ohio corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

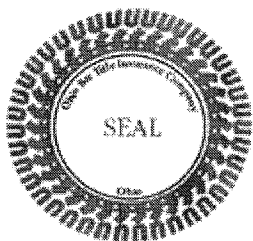
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, Ohio Bar Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Ohio Bar Title Insurance Company



Kevin F. Eichner
President

Michael J. Fromhold
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



Ohio Bar Title Insurance Company

A First American Company

Commitment for Title Insurance

BY Kenneth J. Molnar, Agent Ohio Bar Title Insurance Company

Ohio Bar Title Insurance Company

Schedule A

File No.:

1. Effective Date: **July 1, 2016 at 7:00 a.m.**

2. Policy (or Policies) to be issued: AMOUNT

a. ALTA Owner's Policy of Title Insurance (6-17-06) **TBD** **\$TBD**

ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10) \$

Other \$

Proposed Insured:

b. ALTA Loan Policy of Title Insurance (6-17-06): **TBD** **\$TBD**

ALTA Expanded Coverage Residential Loan Policy (2-3-10) \$

Other \$

Proposed Insured:

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: **Phyllis J. Sheets, Trustee of the Phyllis J. Sheets Living Trust Agreement UTA 9/18/2003 (OR 443, Page 1777)**

5. The land referred to in this Commitment is described as follows: **Situated in the State of Ohio, County of Delaware, and Township of Trenton, bounded and described as follows:**

**SEE ATTACHED LEGAL DESCRIPTION
1.343 Acres, More or Less**

Issuing Agent: **Kenneth J. Molnar**

Agent ID No.: **4039702**

Address: **21 Middle Street / P.O. Box 248**

City, State, Zip: **Galena, Ohio 43021**

Telephone: **(740) 965-3900**

By: _____

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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



Ohio Bar Title Insurance Company

A First American Company

Commitment for Title Insurance

BY Kenneth J. Molnar, Agent Ohio Bar Title Insurance Company

Ohio Bar Title Insurance Company

Schedule BI

REQUIREMENTS

File No.:

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - A. **Fiduciary's Deed from Cindy Fox, Successor Trustee, to the proposed owner insured conveying fee simple title to the premises described as Schedule A herein.**
 - B. **Filing and Resignation for substitution of the original Trustee, Phyllis J. Sheets.**
 - C. **Current Memorandum of Trust.**
 - D. **Mortgage from the proposed owner insured to the lending institution in the amount and encumbering the premises described as Schedule A herein.**



Ohio Bar Title Insurance Company

A First American Company

Commitment for Title Insurance

BY Kenneth J. Molnar, Agent Ohio Bar Title Insurance Company

Ohio Bar Title Insurance Company

Schedule BII

EXCEPTIONS

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, 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. **No liability is assumed for any special assessment, other than as would be reflected by the County Treasurer's tax duplicate.**
10. **This Commitment does not insure the amount of land contained in the premises.**
11. **If there is a Homeowner's Association affecting the property where dues may be imposed, the Company assumes no responsibility for ascertaining the status of these charges.**
12. **Property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.**
13. **DB 579, Page 678: Right-of-Way in favor of Del-Co Water Company.**
14. **Tax Information: Parcel No. 416-330-01-048-000 (1.34300 Acres). Valuations: Land: \$11,310.00 Buildings: \$31,220.00 Total: \$42,530.00. Taxes for the second half year 2015 in the amount of \$681.47 are paid. Taxes for the year 2016, amount undetermined, are unpaid and a lien.**

EXHIBIT "A"

Situated in the Township of Trenton, County of Delaware, State of Ohio, being a part of Farm Lot 12, Section 3, Township 4, Range 16, U.S. Military Lands and being more fully described as follows:

Commencing at a point at the intersection of the east line of Lot 12 and the centerline of County Road 22;

Thence North 87° 30' West, along the centerline of said County Road 22, also being a line common to Trenton and Harlem Township, approximately 61.1 feet to a railroad spike found at the southeast corner of a 1.00 acre tract owned by Edward, Jr. and Joan Sheets, as described in Deed Book 325, Page 405, Delaware County Recorder's Office; said railroad spike also marking THE TRUE PLACE OF BEGINNING of the tract herein to be described;

Thence continuing along the centerline of County Road 22, North 87° 30' West a distance of 150.00 feet to a railroad spike set;

Thence North 02° 30' East (passing a 1" O.D. iron pipe set at 30.00 feet) a total distance of 390.00 feet to a 1" O.D. iron pipe set;

Thence South 87° 30' East a distance of 150.00 feet to an iron pipe set at the northeast corner of a 1.5 acre tract owned by Edward, Jr. and Joan Sheets, as described in Deed Book 357, Page 551;

Thence South 02° 30' West (passing a 1" O.D. iron pipe set at 360.00 feet) a total distance of 390.00 feet to THE TRUE PLACE OF BEGINNING;

Containing 1.343 acres, more or less, subject to all easements, restrictions and rights-of-way of record;

Being 0.4476 acres out of a 1.0 acre tract described in Deed Book 325, Page 405;

Being 0.2238 acres out of a 0.5 acre tract described in Deed Book 338, Page 445;

Being 0.6716 acres out of a 1.50 acre tract described in Deed Book 357, Page 445, Delaware County Recorder's Office.

Auditor's Parcel No. : 416-330-01-048-000
Commonly Known As: 11909 Trenton Road, Galena, Ohio 43021
Prior Instrument No. : OR 443, Page 1777

RIGHT-OF-WAY EASEMENT

CG. 0579 PAGE 678

KNOW ALL MEN BY THESE PRESENTS, that EDWARD SHEETS JR. & JOAN SHEETS (HUSBAND & WIFE), hereinafter 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 TRENTON and more particularly described as follows, to wit:

A PART OF FARM LOT 12 1.34±Ac.

which property is located on the NORTH side of TRENTON Road and mailing address of which property is 11909 TRENTON RD., GALENA PAID 43021 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 TRENTON 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 EDWARD SHEETS JR. and JOAN SHEETS, who hereby release their respective right and expectancy of dower in said premises have hereunto set their hands this 27 day of September, 1994.

Signed and acknowledged in the presence of:

Timothy J. McNamara
Kathleen

* Edward J. Sheets
* Phyllis Jean Sheets

STATE OF OHIO
DELAWARE COUNTY:

On this 27 day of Sept, 1994, before me, a Notary Public in and for said county, personally came EDWARD SHEETS JR. & JOAN SHEETS 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.

Timothy J. McNamara
Notary Public

DEL-CO WATER CO., INC.
Prepared by:
Del-Co Water Co., Inc.
5725 Olentangy River Road
Delaware, OH 43015
Delaware County
The Grantor has complied with
Section 319.202 of the R.C.
Date 10/25/94 Transfer Tax Paid
TRANSFERRED OR TRANSFER NOT NECESSARY
Jon M. Peterson, Auditor

21294
DELAWARE COUNTY, OHIO
FILED FOR RECORD 061 21 1994
12:53 P.M.
RECORDED Oct 25 1994
Deed RECORD.
VOL 579 C PAGE 678
Kathleen
COUNTY RECORDER
FEE \$ 140

Form 112-1
TIMOTHY McNAMARA, NOTARY PUBLIC
DELAWARE COUNTY, STATE OF OHIO
MY COMMISSION, OCTOBER 28th, 1997