



SUMMARY

Deeded Name	MOREHEAD LELIA M			Taxpayer	MOREHEAD LELIA M		
Owner	MOREHEAD LELIA M				2730 KOHL DRIVE		
	2730 KOHL DRIVE				NEW PHILADELPHIA OH 44663		
Tax District	25-GOSHEN TWP-NEW PHILADELPHIA SD			Land Use	510-SINGLE FAMILY DWELLING		
School District	NEW PHIL. SD			Subdivision			
Neighborhood	02003-GOSHEN TOWNSHIP 3						
Location	2730 NE KOHL DR			Legal	WHOLE 408		
CD Year			Map Number	3.05	Routing Number	16000	
Acres	0.0000		Sold	6/21/2017	Sales Amount	0.00	

VALUE

District	25-GOSHEN TWP-NEW PHILADELPHIA SD	
Land Use	510-SINGLE FAMILY DWELLING	
	Appraised	Assessed
Land	24,810	8,680
Improvement	108,370	37,930
Total	133,180	46,610
CAUV	N	0
Homestead	Y	25,000
OOC	Y	133,180
Taxable		133,180

CHARGES

Full Rate	72.000000			
Effective Rate	49.032567			
Qualifying Rate	37.965611			
	Prior	First	Second	Total
Tax	0.00	838.34	838.34	1,676.68
Special	0.00	3.00	3.00	6.00
Total	0.00	841.34	841.34	1,682.68
Paid	0.00	841.34	841.34	1,682.68
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date	Buyer	Conveyance	Deed Type	Sales Amount	Valid
6/21/2017	MOREHEAD LELIA M	900920	QUIT CLAIM	\$0.00	N
2/13/1997	MOREHEAD LELIA M	410	CERTIFICATE OF TRANSFER	\$0.00	N

LAND

Type	Dimensions	Description	Value
FR-FRONT LOT	150.000 X 200.000	Effective - Frontage / Depth	24,810

DWELLING

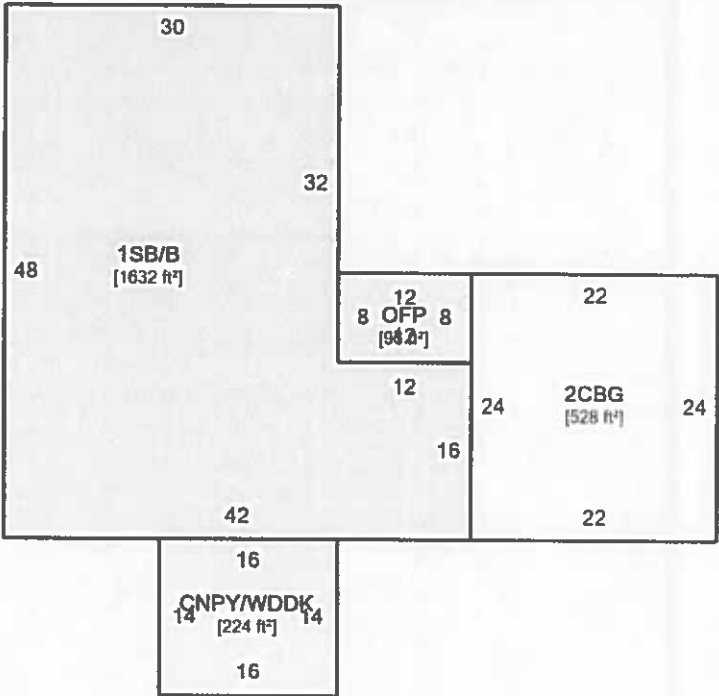
Card 1				
Style	01-SINGLE FAMILY	Family Rooms	0	Heating
Stories	1.00	Dining Rooms	0	Cooling
Rec Room Area	0	Year Built	1965	Grade
Finished Basement	0	Year Remodeled		Fireplace Openings
Rooms	5	Full Baths	2	Fireplace Stacks
Bed Rooms	3	Half Baths	1	Living Area
		Other Fixtures	0	Value

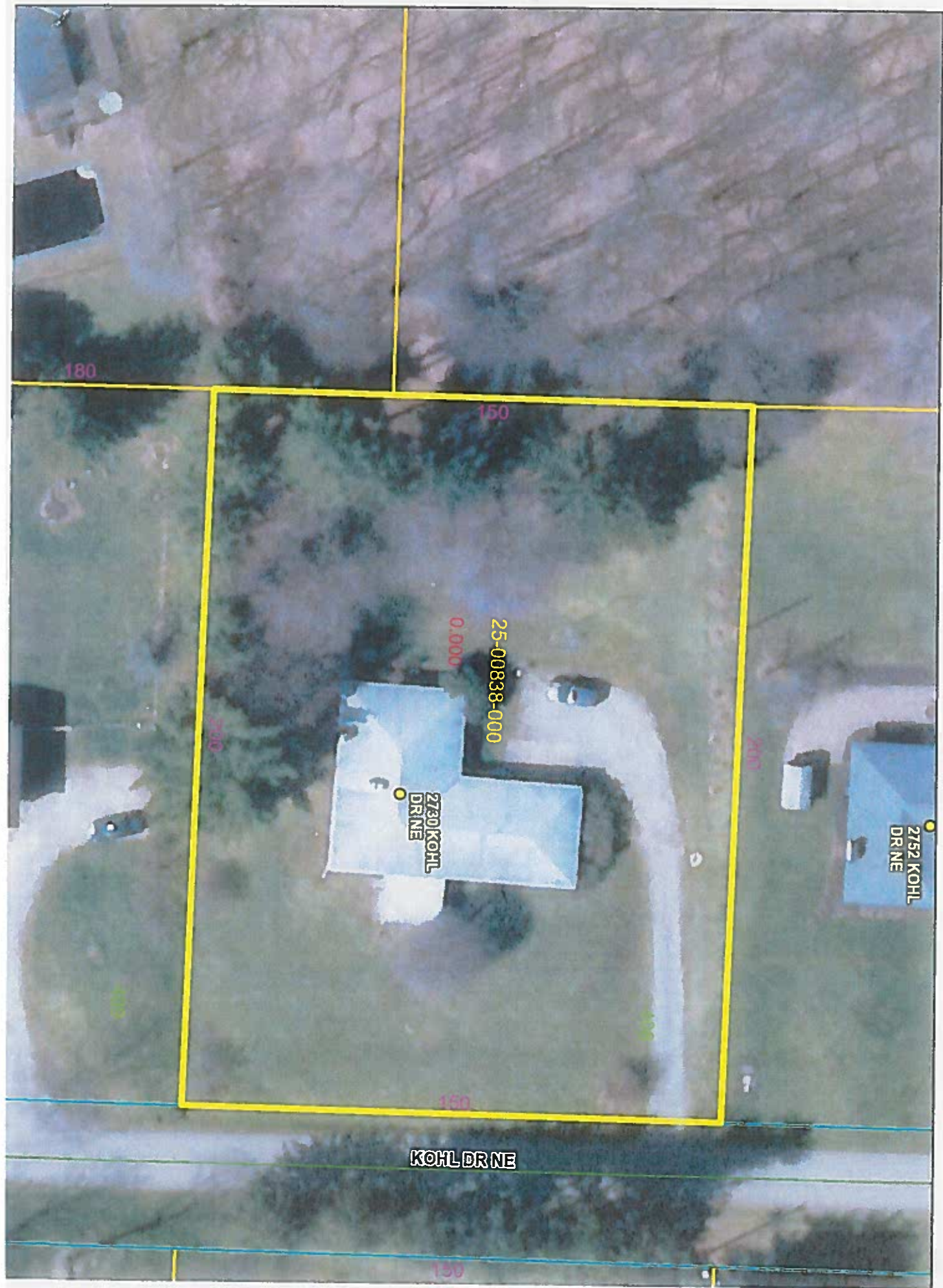
UTILITIES

Water	N	Sewer	N	Electric	N	Gas	N	Well	N	Septic	N
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Card 1

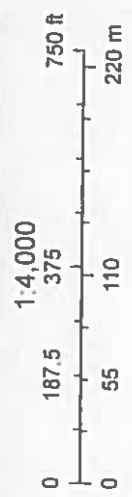
ID	Description	Size
A	1SB/B	1,632
B	2CBG	528
C	OFP	96
D	CNPY/WDDK	224







August 21, 2019





AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 2730 Kohl Dr New Pula, OH

Buyer(s): _____

Seller(s): Delia H. Moorhead Estate

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Dan Wollich Auction and real estate brokerage McAuliffe Realty will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: _____

☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.


CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/tenant _____ DATE _____

BUYER/tenant _____ DATE _____

[Signature] 10/10/19
SELLER/LANDLORD
[Signature] 10/14/19
SELLER/LANDLORD

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company, Ohio Agency
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY, OHIO AGENCY

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.

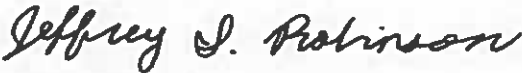
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company, Ohio Agency*, a Ohio 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, Ohio Agency. 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.

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- (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>.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company, Ohio
Agency**

Schedule A

Transaction Identification Data for reference only:

Issuing Agent:

ALTA® Universal ID: 1091252

Commitment No.: A19-0955

Property Address: 2730 Kohl Dr NE, New Philadelphia, OH 44663

Revision No.:

Issuing Office:

Alban Title, LLC

Loan ID No.:

Issuing Office File No.: A19-0955

SCHEDULE A

1. Commitment Date: August 22, 2019 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount: \$46,610.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Lelia M Morehead
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Alban Title, LLC

Issuing Agent: Alban Title, LLC

Agent ID No.: 4042546

Address: 920 Boulevard Street

City, State, Zip: Dover, OH 44622

Telephone: 330-343-5800

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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AMERICAN
LAND TITLE
ASSOCIATION



 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company, Ohio Agency
Schedule BI & BII	

Commitment No.: A19-0955

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.

Survivorship Deed from Lelia M Morehead to .


Mortgage from to , securing the principal amount of \$0.00.
5. Satisfaction and release of mortgage to Synergy One Lending, Inc., dba Retirement Funding Solutions recorded in Volume 1533, Page 2622, Tuscarawas County Official Records.
6. Satisfaction and release of mortgage to Housing and Urban Development recorded in Volume 1533, Page 2637, Tuscarawas County Official Records.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company, Ohio Agency
Schedule BI & BII (Cont.)	

Commitment No.: A19-0955

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.

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8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. **Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.**
10. The lien of all general taxes and assessments for the year 2019 and thereafter.

Taxes for the year 2018 in the amount of \$841.34 (including homestead reduction of \$193.76) per half are paid.
Taxes for the year 2019 are a lien not yet due.
Tax Parcel Number: 25-00838-000
11. Open-end mortgage from Lelia M. Morehead, unmarried, to Synergy One Lending, Inc., dba Retirement Funding Solutions dated June 1, 2017, received for record June 21, 2017 at 3:10 p.m. and recorded in Volume 1533, Page 2622, Tuscarawas County Official Records in the face amount of \$213,000.00.
12. Open-end mortgage from Lelia M. Morehead, unmarried, to Housing and Urban Development dated June 1, 2017, received for record June 21, 2017 at 3:10 p.m. and recorded in Volume 1533, Page 2637, Tuscarawas County Official Records in the face amount of \$ 213,000.00.
13. All matters as shown on the Kohl's Sunvalley Allotment Plat recorded in Volume 9, Page 68, Tuscarawas County Plat Records.
14. Restrictions as set forth in instrument dated August 5, 1988, received for record August 6, 1988 at 1:20 p.m. and recorded in Volume 463, Page 1122, Tuscarawas County Deed Records.
15. Easement to The Ohio Power Company dated May 7, 1954, received for record August 4, 1954 at 10:05 a.m. and recorded in Volume 348, Page 260, Tuscarawas County Deed Records.
16. Right of Way to The East Ohio Gas Co. dated January 5, 1951, received for record January 23, 1951 at 11:15 a.m. and recorded in Volume 317, Page 544, Tuscarawas County Deed Records.
17. Easement to Ohio Power Company dated September 18, 1958, received for record December 30, 1958 at 10:15 a.m. and recorded in Volume 387, Page 159, Tuscarawas County Deed Records.
18. Right of Way to The East Ohio Gas Co. dated July 7, 1925, received for record August 24, 1925 at 9:10 a.m. and recorded in Volume 18, Page 82, Tuscarawas County Lease Records.

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TO HAVE AND TO HOLD the same unto said, THE OHIO POWER COMPANY, its successors and assigns.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals, this 7th day of May, 1954

WITNESS:

R. F. How (R. F. How)
Edward E. Kohls (Edward E. Kohls)
Edward E. Kohls (Edward E. Kohls)
Edward E. Kohls (Edward E. Kohls)
Edward E. Kohls (Edward E. Kohls)

County of Tuscarawas

Before me, a Notary Public
 in and for said County, personally appeared the above named *Kenneth M. Kohl*,
Edward E. Kohls, *Edward E. Kohls*, *Edward E. Kohls*,
 who acknowledged that they did sign the within instrument and that the same is
 their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 7th day of May, A. D. 1954

My commission expires May 16, 1956 *Russell E. Tschudy* Notary Public.

Time *Elmer Schupp*
 Address *Gnadenhuetten, OH*
 No. *181* Map No. *31*
 NO TRANSFER NECESSARY
 RECEIVED FOR RECORD
 ROBERT E. MOORE, County Recorder
 AUG - 4 1954
 Recorded Vol. *6* Page *19*
 Tuscarawas County, Ohio

Mr. *ELMER SCHUPP*
 No. *4081*
GNADENHUETTEN, O
 W. O. No. *600/2319-70/4-1*

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00)

in consideration of which *ELMER SCHUPP AND ANNA SCHUPP (HIS WIFE)*

hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of *CLAY*, County of *TUSCARAWAS*, and State of Ohio, and being a part of Section No. *6N*, Township No. *6N*, Range No. *2W* and bounded:

On the North by lands of *ROBERT E. GOODING*
 On the East by lands of *M. MILLIGAN & W. MOSHER*
 On the South by lands of *W. E. STOCKER, W. C. STOCKER*
 On the West by lands of *D. C. WILBARGER*

with the right of ingress and egress to and from and over said premises.
 Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said, THE OHIO POWER COMPANY, its successors and assigns.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals, this 27th day of May, 1954

WITNESS:
S. J. Bogland
S. J. Bogland
F. E. BEHRENDT
ELMER SCHUPP
ANNA SCHUPP


THE STATE OF OHIO,
 Tuscarawas County

Before me, a Notary Public
 in and for said County, personally appeared the above named *Elmer Schupp and Anna Schupp*,
 who acknowledged that they did sign the within instrument and that the same is
 their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 27th day of May, A. D. 1954 *S. Bogland*, Gnadenhuetten, Ohio.

My commission expires May, 2nd, 1955 *S. Bogland* Notary Public.

Mr. State of Ohio
Tuscarawas County

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

File No.: A19-0955

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

Situated in the Township of Goshen, County of Tuscarawas and State of Ohio:

Known as and being Lot Number Four Hundred and Eight (408) as the same is shown and delineated upon the recorded plat of Kohl's Sunvalley Allotment recorded in Plat Book 9, Page 68, Plat Records of Tuscarawas County, Ohio.

Be the same more or less, but subject to all legal highways.

Tax Parcel Number: 25-00838-000

WARRANTY DEED—No. 102A

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

That, William J. McEnroe and Therese J. McEnroe, husband and wife

, the Grantor ,
who claim title by or through instrument , recorded in Volume 402 , Page 445,
County Recorder's Office, for the consideration of One Dollar .(\$1.00) and other
valuable consideration-----Dollars (\$ 1.00 et al)
received to their full satisfaction of Ralph E. Morehead and Lelia M.

Morehead, husband and wife

the Grantees ,
whose TAX MAILING ADDRESS will be 1484 Kohl Drive, New Philadelphia, Ohio
do

Give, Grant, Bargain, Sell and Convey unto the said Grantees , their
heirs and assigns, the following described premises, situated in the Township of
Goshen , County of Tuscarawas and State of Ohio:
Known as and being Lot number four hundred and eight (408) as the
same is shown and delineated upon the recorded plat of Kohl's Sunvalley Allotment
recorded in Plat Book 9, Page 68, Plat Records of Tuscarawas County, Ohio.

Be the same more or less, but subject to all legal highways.

As a part of the consideration for this conveyance the grantees, for
themselves, their heirs, executors, administrators and assigns, hereby covenant
and agree to and with the said grantors, their heirs, executors, administrators,
and assigns, for the use and benefit of said grantors their heirs, executors,
administrators and assigns, as follows:

- 1.) Said premises shall be used exclusively for residential purposes.
- 2.) There shall not be erected, placed, or suffered to remain on said
premises any building or structure other than one private dwelling
house having a floor space exclusive of cellar and garage, or 1200
square feet.
- 3.) No part of such dwelling house shall be erected, placed or suffered
to remain on said premises within 50 feet of the street or highway
on which said premises front.
- 4.) The several covenants and agreements hereinbefore contained in
paragraphs numbered from 1 to 3 inclusive, shall run with the
land hereby conveyed and shall be binding upon the grantees, their
heirs, executors, administrators and assigns.

Said premises are subject to an Easement to The Ohio Power Company
as recorded in Volume 387, Page 159, Deed Records, Tuscarawas County, Ohio.

Said premises are also subject to a pipe line Right of Way to The East
Ohio Gas Company as recorded in Volume 18, Page 82, Lease Records, Tuscarawas
County, Ohio.

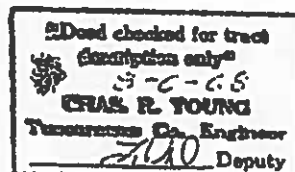
Said premises are also subject to a Right of Way to The East Ohio Gas
Company as recorded in Volume 317, Page 544, Deed Records, Tuscarawas County,
Ohio.

Said premises are also subject to an Easement to The Ohio Power
Company as recorded in Volume 348, Page 268, Deed Records, Tuscarawas
County, Ohio.

TRANSFER FEE 3.5
CONVEYANCE EXAMINED,
SEC. 319-202 R. C. COMPLIED WITH
AMT. 25.50

AUG 6 1958

DONALD R. KINSEY
TUSCARAWAS COUNTY AUDITOR
No. 72640



be the same more or less, but subject to all legal highways.

VOL 463 PAGE 113

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever.

And we, William J. McEnroe and Therese J. McEnroe, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, their heirs and assigns, that at and until the enrolling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever excepting taxes which shall be pro-rated to date.

and that they will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration William J. McEnroe and Therese J. McEnroe do hereby remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all their right and expectancy of ~~Right~~ in the above described premises.

In Witness Whereof they have hereunto set their hands, the 5th day of August, in the year of our Lord one thousand nine hundred and sixty-eight.

Signed and acknowledged in presence of

Raymond E. Blal
Mary Ann Thomas

William J. McEnroe
Therese J. McEnroe

State of Ohio

Tuscarawas County, ss. Before me, a Notary Public in and for said County and State, personally appeared the above named William J. McEnroe and Therese J. McEnroe, husband and wife

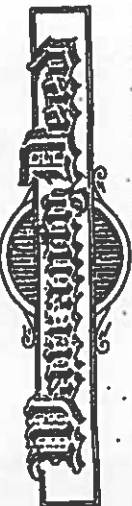
who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Dover, Ohio this 5th day of August, A. D. 1968

This instrument prepared by John L. Woodard, Atty. Dover, Ohio

Notary Public CANN THOMAS, Notary Public My Commission Expires Oct. 4, 1972

36061



William J. McEnroe and
Therese J. McEnroe,
husband and wife

TO

Ralph E. Morehead and
Lelia M. Morehead,
husband and wife

Transferred

19

COUNTY AUDITOR

State of Ohio

County of Tuscarawas

Received for Record on the
AUG 6-1968

day of at o'clock P. M.

and Recorded AUG 6-1968

Record Book Page

Therese J. McEnroe

COUNTY RECORDER

Recorders fees \$

This instrument prepared by

260

348 PAGE 260

And for valuable consideration We, Manoel E. Gates and Grace E. Gates, husband and wife do hereby remise, release and forever quit-claim unto the said Grantee, her heirs and assigns, all our right and expectancy of Bower in the above described premises.

In Witness Whereof, We have hereunto set our hands, the 26th day of July, in the year of our Lord one thousand nine hundred and Fifty-four.

Signed and acknowledged in presence of

[Signature]

[Signature]
Manoel E. Gates

[Signature]
Grace E. Gates

State of Ohio, } ss. TUSCARAWAS County, the above named

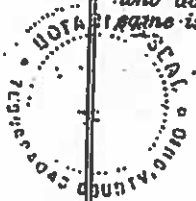
Before me, a Notary Public in and for said County and State, personally appeared Manoel E. Gates and Grace E. Gates, husband and wife

who acknowledged that they did sign the foregoing instrument and that the same is our free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at New Philadelphia, Ohio this 26th day of July A. D. 1954

[Signature]

Notary Public



20292
Name, Konrad M. Kohl
R.D. #1, New Philadelphia
Address, New Philadelphia
Line New Philadelphia
Eas. No. 759 Map No. 357

NO TRANSFER NECESSARY

[Signature]
COUNTY AUDITOR

RECEIVED FOR RECORD

ROBERT E. MOORE, County Recorder

Recorded AUG - 4 1954

Vol. 1954 Page 19

Records of TUSCARAWAS COUNTY, OHIO

Received for Record M 19
Recorded in Dead Records 19
Volume Page
Recorder County
Date of

20292
7/27/54
R

Mr. Konrad M. Kohl Eas. No. 759 R/W Map No. 357
RD # 1 New Philadelphia W. O. No. 600/1951-60/17-1
(ADDRESS)

Received of THE OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00)

In consideration of which Konrad M. Kohl and Mary M. Kohl (his wife) and Edward F. Kohl and Della E. Kohl (his wife)

hereby grant and convey unto said THE OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of 60 SHEN County of TUSCARAWAS, and State of Ohio, and being a part of Section No. 4, Township No. 9N, Range No. 2W and bounded: BEING MORE FULLY DESCRIBED IN DEED FROM ROBERT A. YOUNG, RECEIVER OF THE NEW
On the North by lands of PHILADELPHIA CLAY PRODUCTS CO. TO KONRAD M. KOHL AND FRANK CAPPEL DATED 12-2-39
On the East by lands of RECORDED 12-6-39 IN VOL. 215, PAGE 307 IN DEED RECORDS OF TUSCARAWAS COUNTY
On the South by lands of ALSO IN BUTT CLAIM DEED DATED AUG. 31, 1940
On the West by lands of FROM FRANK E. CAPPEL AND BERTHA M. CAPPEL TO EDWARD F. KOHL RECORDED 1-2-41 IN VOL. 191, PAGE 429 IN DEED
with the right of ingress and egress to and from and over said premises. RECORDS TUSCARAWAS COUNTY
"SAID LINE OF POLES TO BE BUILT IN ACCORDANCE WITH DRAWING NO. A-2030-B OF THE OHIO POWER CO., A COPY OF WHICH IS ON FILE WITH BOTH PARTIES HERETO"
Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line.

544

Vol 317 Page 544

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at Uhrichsville, Ohio this 15 day of August A. D. 1950

P. F. REED, Notary Public
Commission Expires April 3, 1952

STATE OF NEW MEXICO
COUNTY OF GRANT

Before me, a Notary Public in and for said County and State, personally appeared the above named Ray S. Sensenbaurer and Geraldine Sensenbaurer who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Silver City, New Mex. this 15 day of August, 1950.

My Commission expires Nov. 20, 1952.

Notary Public



37527

Series E.O.F. File No. 3039

RIGHT OF WAY

from

HENRARD M. KAHLE ET AL.

to THE EAST OHIO GAS CO.

307
Line No. 8122

NO TRANSFER NEW COUNTY RODS

RECORDED

GASHEN TWP TUSCARAWAS

Rec'd for Recon JAN 23 1951

Recorded JAN 26 1951

Book

Page

County Recorder.

FD 312 M 5-50

37527

FOR AND IN CONSIDERATION of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and the further consideration of One Dollar (\$1.00) per lineal rod for each rod of pipe laid on the premises herein described to be paid when said pipe line is laid.

HENRARD M. KAHLE & MARY L. KAHLE (HUSBAND & WIFE)
EDWARD F. KAHLE & DEBRA KAHLE (HUSBAND & WIFE)

herein called "Grantor," hereby grant unto The East Ohio Gas Company, the Grantee, its successors or assigns, the right of way to lay, maintain, operate, replace and remove a pipe line, with drips, valves and other necessary appurtenances thereto, and as such maintain and operate a telephone line, on, over and through the following described lands, situate in Section 14-12 Township, TUSCARAWAS County, State of Ohio, bounded and described as follows:

On the North by lands of R. COATS & A. CIOTTI
On the East by lands of PUBLIC HIGHWAY
On the South by lands of C. BUCHER & C. E. NEBBETT
On the West by lands of C. BUCHER & C. FRIBLEY

with ingress and egress to and from the same. The Grantor shall fully use and enjoy the said premises except for the purposes herein granted to the Grantee which hereby agree to pay any damages which might arise to crops, buildings, drain tile and fences from the exercise of any of the rights herein granted to it; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And the Grantee is further granted the right from time to time to lay additional lines of pipe alongside of, or to connect with, the first line as herein provided upon the payment of the price per lineal rod above mentioned for each additional line so laid, and subject to the same conditions; and also the right to change the size of and replace its pipes, the damages, if any, to crops, buildings, drain tile and fences in making such change or replacement to be paid by the Grantee.

All payments hereunder may be made to Grantor by check made payable to the order of and mailed or delivered to HENRARD M. KAHLE, R.R. #1, New Philadelphia, Ohio hereby authorized to receive and receipt for the same.

It is understood that this grant contains and expresses all the agreements and obligations of the Grantee in regard to the subject matter hereof and no covenant, agreement or obligation not expressed herein shall be imposed upon the Grantee; and this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, personal representatives, successors and assigns.

SAID LINE TO BE LAID AS STATED

9830

John J. Steiner et al
to
The East Ohio Gas Co.

Right of Way.

For and in Consideration of One and no/100 (\$1.00) Dollars, to us in hand paid, the receipt of which is hereby acknowledged, and a further consideration of 25 cents per rod for each rod of pipe laid on herein described premises to be paid before said pipe line is laid John J., C. C. and S. S. Steiner do hereby grant to The East Ohio Gas Co., its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary on, over and through our lands, situate in Goshen Township, Tuscarawas County, State of Ohio, bounded and described as follows:

On the North by lands of The Reeves Mfg. Co. et al.
On the East by lands of Amos Waddington
On the South by lands of Chas. Leggett
On the West by lands of Frank Fribley.

with ingress and egress to and from the same. The said grantors, their heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said The East Ohio Gas Co., which hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining, operating and removing said pipe line; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by The East Ohio Gas Co., its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And the said The East Ohio Gas Co. its successors or assigns, is further granted the right from time to time to lay additional lines of pipe alongside of the first line as herein provided, upon the payment of the price per rod above mentioned for each additional line so laid, and subject to the same conditions: also to have the right to change the size of its pipes, the damages, if any, to crops and fences in making such change, to be paid by the said The East Ohio Gas Co. It is understood and agreed that telephone poles must be constructed on south property line and grantor has the right to hang his fence on same.

Witness the following signatures and seals on this 7th day of July, A.D. 1925.
Signed, sealed and delivered in presence of

(1) E. O. Deal
(2) Laura Ebright

John J. Steiner (Seal)
C. C. Steiner (Seal)
S. S. Steiner (Seal)

State of Ohio, County of Tuscarawas, ss

Be it Remembered, That on this 13th day of July, A. D. 1925, before me, the subscriber, a Notary Public in and for said county, personally came the above named John J. Steiner, C. C. Steiner & S. S. Steiner, to me known to be the persons named in and who executed the above instrument, and in due form of law acknowledged the same to be their free act and deed, for uses and purposes therein mentioned, and declared that they are still satisfied therewith and desire that it might be recorded as such.

In Testimony whereof, I have hereunto set my hand and seal this 13th day of July, A. D. 1925.

Received Aug. 24, 1925 at 9:10 A.M.

Recorded Aug. 25, 1925

Fee \$1.00

Laura Ebright
(Notarial seal)

Recorder

9831

G. W. Stemple et al
to
The East Ohio Gas Co.

Right of Way.

For and in Consideration of One and no/100 (\$1.00) Dollars, to us in hand paid, the receipt of which is hereby acknowledged, and a further consideration of 25 cents per rod for each rod of pipe laid on herein described premises to be paid before said pipe line is laid G. W. and J. A. Stemple do hereby grant to The East Ohio Gas Co., its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas and erect, maintain and operate a telegraph or telephone line, if the same shall be found necessary on, over and through our lands, situate in Fairfield Township, Tuscarawas County, State of Ohio, bounded and described as follows:

On the North by lands of R. Feightling
On the East by lands of Lewis Sokowski
On the South by lands of Mary Evans
On the West by lands of Philmore Waddington

with ingress and egress to and from the same. The said grantors, their heirs or assigns to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said The East Ohio Gas Co., which hereby agrees to pay any damages which may arise to crops and fences from the laying, maintaining, operating and removing said pipe line; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by The East Ohio Gas Co., its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive. And the said The East Ohio Gas Co., its successors or assigns, is further granted the right from time to time to lay additional lines of pipe alongside of the first line as herein provided, upon the payment of the price per rod above mentioned for each additional line so laid, and subject to the same conditions: also to have the right to change the size of its pipes, the damages, if any, to crops and fences in making such change, to be paid by the said The East Ohio Gas Co. In case R. R. Switch is extended on through my land the East Ohio Gas Co. will lower their line at their own expense in case same is not low enough to clear grade.

Witness the following signatures and seals on this 2nd day of July, A.D. 1925.
Signed, sealed and delivered in presence of

(1) E. O. Deal
(2) Laura Ebright

G. W. Stemple (Seal)
J. A. Stemple (Seal)

State of Ohio, County of Tuscarawas, ss

Be it remembered, that on this 13 day of July, A. D. 1925, before me, the subscriber, a Notary Public in and for said county, personally came the above named G. W. Stemple and J. A. Stemple, to me known to be the persons named in and who executed the above instrument, and in due form of law acknowledged the same to be their free act and deed, for uses and purposes therein mentioned, and declared that they are still satisfied therewith and desire that it might be recorded as such.

In testimony whereof, I have hereunto set my hand and seal this 13th day of July, A. D. 1925.

Received Aug. 24, 1925 at 9:10 A.M.

Recorded Aug 25, 1925

Fee \$1.00

Laura Ebright
(Notarial seal)

Recorder