



ALBAN TITLE

920 Boulevard, Dover, OH 44622 ♦ www.albantitle.com
Phone: (330) 343-5800 ♦ Fax: (330) 343-5877

TAX AND LEGAL REPORT

DATE: 04/06/2022

REQUESTED BY: Brooke Wallick

PROPERTY ADDRESS: 1511 Wainwright Rd SE

PRESENT OWNER: Geraldine L Berlendis

DEED VOL.: 751 PAGE: 724 TRANSFER: 11/29/1999

PARCEL NO: 63-01983-000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2017 TAX DUPLICATE IN THE NAME OF: **Geraldine L Berlendis**

DESC: 2 7 1-10 PR SE SW NW 43.45A

| | | | |
|----------------------|---------------|-------------------------|----------|
| VALUATIONS: | | TAXES: | |
| LAND: | 39.590 | GROSS: | 1,083.26 |
| BUILDINGS: | <u>20.760</u> | CREDIT: | - 312.36 |
| TOTAL: | 60.350 | NON-BUSINESS CREDIT: | - 61.35 |
| | | HOMESTEAD: | - 174.94 |
| | | OWNER-OCCUPANCY CREDIT: | - 12.57 |
| CAUV: | | TAX & SA PENALTIES: | |
| | | TAX & SA INTEREST: | |
| Special Assessments: | | CURRENT SA: | 3.00 |
| | | ADJUSTMENTS: | |
| Map No.: | | PENALTY: | |
| | | PRIOR DEL R.E: | |
| | | TOTAL DUE: | 525.04 |

Taxes for the first half 2021 are PAID.

Taxes for the second half 2021 are NOT YET DUE.

This information, including any log dimensions shown, is derived solely from public records. While the information is usually reliable, it cannot be guaranteed without a full title examination and a current survey to verify its accuracy.

Parcel: 63-01983-000

Year: 2021

LARRY LINDBERG

Tuscarawas County Auditor | Tuscarawas County, Ohio



SUMMARY

| | | | | | |
|-----------------|---|------------|-------------|--|-------|
| Deeded Name | BERLENDIS GERALDINE L | | Taxpayer | BERLENDIS GERALDINE L | |
| Owner | BERLENDIS GERALDINE L 1694 SMOKERISE DR AKRON OH 44313-4630 | | | 1694 SMOKERISE DR AKRON OH 44313-4630 | |
| Tax District | 63-WARWICK TWP-INDIAN VALLEY SD | | Land Use | 111-CASH-GRAIN OR GENERAL FARM "QUALIFIED FOR CURRENT AGRICULTURAL USE VALUE" | |
| School District | INDIAN VALLEY SD | | Subdivision | | |
| Neighborhood | 01502-WARWICK TOWNSHIP | | Legal | 27 1-10 PR SE SW NW 43.45A | |
| Location | 1511 SE WAINWRIGHT RD | | 22 | Routing Number | 20000 |
| CD Year | | Map Number | 11/29/1999 | Sales Amount | 0.00 |
| Acres | 43.4500 | Sold | | | |

VALUE

| | |
|----------|--|
| District | 63-WARWICK TWP-INDIAN VALLEY SD |
| Land Use | 111-CASH-GRAIN OR GENERAL FARM "QUALIFIED FOR CURRENT AGRICULTURAL USE VALUE" |

CURRENT CHARGES

| | |
|-----------------|-----------|
| Full Rate | 62.400000 |
| Effective Rate | 44.407035 |
| Qualifying Rate | 35.323345 |

| | Prior | First | Second | Total |
|---------|-------|--------|--------|----------|
| Tax | 0.00 | 522.04 | 522.04 | 1,044.08 |
| Special | 0.00 | 3.00 | 3.00 | 6.00 |
| Total | 0.00 | 525.04 | 525.04 | 1,050.08 |
| Paid | 0.00 | 525.04 | 0.00 | 525.04 |
| Due | 0.00 | 0.00 | 525.04 | 525.04 |

| | Appraised | Assessed |
|--------------|----------------|---------------|
| Land | 113,110 | 39,590 |
| Improvement | 59,320 | 20,760 |
| Total | 172,430 | 60,350 |
| CAUV | Y 39,880 | 13,960 |
| Homestead | Y 25,000 | 8,750 |
| OOC | Y 81,410 | 28,490 |
| Taxable | 99,200 | 34,720 |

FUTURE CHARGES

| Type | Description | Amount |
|---------------------|-----------------|--------|
| Special Assessments | C980000000 MWCD | 6.00 |

TRANSFER HISTORY

| Date | Buyer | Conveyance | Deed Type | Sales Amount | Valid | # of Properties |
|------------|-----------------------|------------|-------------------------|--------------|-------|-----------------|
| 11/29/1999 | BERLENDIS GERALDINE L | 91546 | CERTIFICATE OF TRANSFER | \$0.00 | N | 2 |
| 11/24/1999 | BERLENDIS PETER P | 99999 | | \$0.00 | N | 2 |

LAND

| Type | Dimensions | Description | Value |
|-----------------|------------|--------------|----------------|
| HS-HOMESITE | 1.0000 | Acres | 22,750 |
| RW-RIGHT OF WAY | 2.7690 | Acres | 0 |
| T-TILLABLE | 10.7230 | Acres | 24,420 |
| WD-WOODS | 28.9580 | Acres | 65,940 |
| | | Total | 113,110 |

DWELLING

| | | | | | |
|-------------------|------------------|----------------|------|--------------------|--------|
| Card 1 | | | | | |
| Style | 01-SINGLE FAMILY | Family Rooms | 0 | Heating | Y |
| Stories | 1.50 | Dining Rooms | 1 | Cooling | Y |
| Rec Room Area | 0 | Year Built | 1867 | Grade | C-4 |
| Finished Basement | 0 | Year Remodeled | | Fireplace Openings | 0 |
| Rooms | 7 | Full Baths | 1 | Fireplace Stacks | 0 |
| Bed Rooms | 4 | Half Baths | 0 | Living Area | 1,080 |
| | | Other Fixtures | 0 | Total Area | 2,520 |
| | | | | Value | 58,360 |

OTHER IMPROVEMENT

| Card | Type | Year Built | Year Remodeled | Condition | Dimensions | Description | Size | Value |
|------|---------------------------|------------|----------------|--------------|------------|---------------------------|-------|-------|
| 1 | BANK BARN | 1900 | | A-AVERAGE | 24 X 58 | Length x Width (Optional) | 1,392 | 500 |
| 1 | DFG-DETACHED FRAME GARAGE | 1900 | | A-AVERAGE | 16 X 22 | Length x Width (Optional) | 352 | 300 |
| 1 | LEAN TO | 1900 | | A-AVERAGE | 12 X 16 | Length x Width (Optional) | 192 | 60 |
| 1 | SHED | 1900 | | VP-VERY POOR | 4 X 6 | Length x Width (Optional) | 24 | 0 |
| 1 | SHED | 1900 | | VP-VERY POOR | 8 X 10 | Length x Width (Optional) | 80 | 100 |
| | | | | | | | Total | 960 |

UTILITIES

| Water | N Sewer | N Electric | N Gas | N Well | N Septic | N |
|-------|---------|------------|-------|--------|----------|---|
|-------|---------|------------|-------|--------|----------|---|

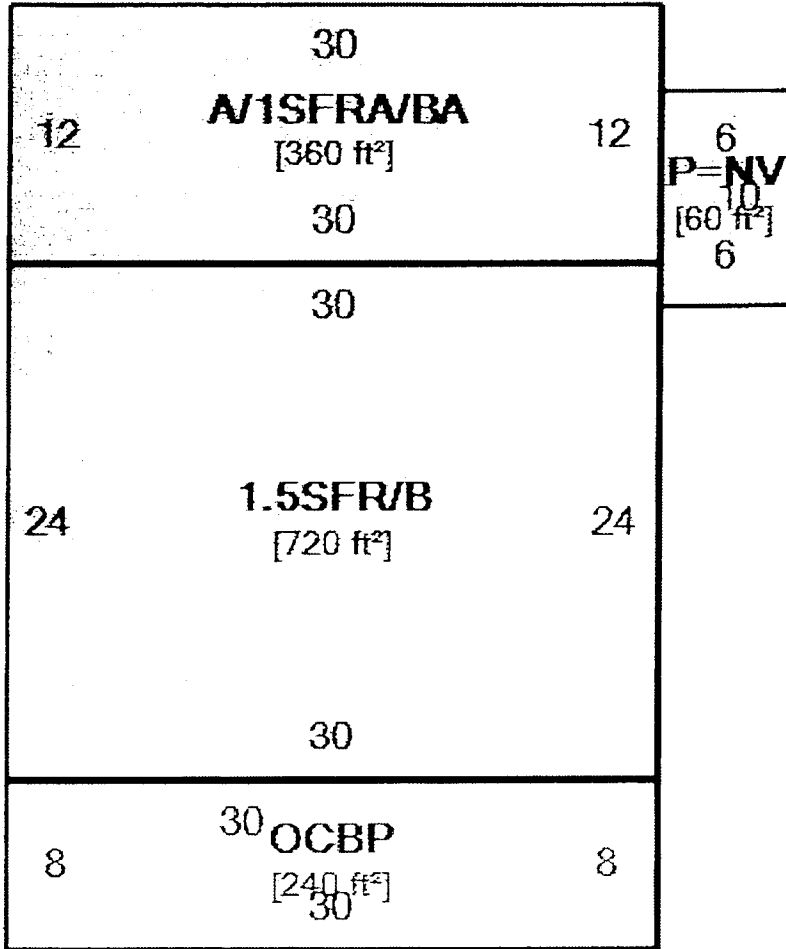
SKETCH

Card 1

| ID | Description | Size | Floor | Floor Area (ft ²) | Living Area (ft ²) |
|----|---|-------|-----------------|-------------------------------|--------------------------------|
| A | 1.5SFR/B (1.5 STORY FRAME / BASEMENT) | 720 | First Floor | 720 | 720 |
| B | OCBP (OPEN CONCRETE BLOCK PORCH) | 240 | 1/2 Upper Floor | 720 | 360 |
| C | A/1SFRA/BA (ATTIC / ONE STORY FRAME ADDITION / BASEMENT ADDITION) | 360 | Attic | 360 | 0 |
| D | P=NV (PATIO (NO VALUE)) | 60 | Basement | 720 | 0 |
| | | | Total | 2,520 | 1,080 |
| 1 | DFG-DETACHED FRAME GARAGE | 352 | | | |
| 2 | BANK BARN | 1,392 | | | |
| 3 | LEAN TO | 192 | | | |
| 4 | SHED | 24 | | | |
| 5 | SHED | 80 | | | |

5

4



3

2

1



ALBAN TITLE

920 Boulevard, Dover, OH 44622 ♦ www.albantitle.com
Phone: (330) 343-5800 ♦ Fax: (330) 343-5877

TAX AND LEGAL REPORT

DATE: 07/07/22

REQUESTED BY: Brooke Wallick

PROPERTY ADDRESS: Wainwright Rd SE

PRESENT OWNER: Geraldine L. Berlendis

DEED VOL.: 751 PAGE: 724 TRANSFER: 11/29/1999

PARCEL NO: 63-00062-000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2017 TAX DUPLICATE IN THE NAME OF: **Geraldine L. Berlendis**

DESC: 2 7 1-10 PR SE SW 1.01A EXCEPT OIL, GAS & MINERALS

| | | | |
|----------------------|----------|-------------------------|--------|
| VALUATIONS: | | TAXES: | |
| LAND: | 540 | GROSS: | 16.88 |
| BUILDINGS: | <u>0</u> | CREDIT: | - 4.88 |
| TOTAL: | 540 | NON-BUSINESS CREDIT: | - .96 |
| | | HOMESTEAD: | - 0 |
| | | OWNER-OCCUPANCY CREDIT: | - 0 |
| CAUV: | | TAX & SA PENALTIES: | |
| | | TAX & SA INTEREST: | |
| Special Assessments: | | CURRENT SA: | 0 |
| | | ADJUSTMENTS: | |
| Map No.: | | PENALTY: | |
| | | PRIOR DEL. R.E.: | |
| | | TOTAL DUF: | 11.04 |

Taxes for the first half 2021 are PAID.

Taxes for the second half 2021 are NOT YET DUE.

This information, including any log dimensions shown, is derived solely from public records. While the information is usually reliable, it cannot be guaranteed without a full title examination and a current survey to verify its accuracy.

The legal description of decedent's interest in the real property subject to this certificate is: [use extra sheets, if necessary].

FOR DESCRIPTION, SEE SEPARATE PAGES NUMBERED ONE AND TWO HERETO ATTACHED AND MADE A PART HEREOF.

FILED

NOV 22 1999

PROBATE COURT
SHELBY COUNTY, OHIO

Prior Instrument Reference:

Parcel No:

ISSUANCE

This Certificate of Transfer is issued this 22nd day of November, 1999

Linda A. Kate

Probate Judge

CERTIFICATION

I certify that this document is a true copy of the original Certificate of Transfer No. -1- issued on November 22, 1999 and kept by me as custodian of the official records of this Court.

Date November 22, 1999

LINDA A. KATE

Probate Judge

By *Elizabeth McLaughlin*
Deputy Clerk

VOL 0751 PAGE 726

PROBATE COURT OF TUSCARAWAS COUNTY, OHIO

ESTATE OF PETER BERLENDIS aka PETER P. BERLENDIS, DECEASED

Case No. 98 ES 49365 Docket Page

FILED

NOV 22 1998

CERTIFICATE OF TRANSFER

PROBATE COURT
TUSCARAWAS COUNTY, OHIO

Page one of two Pages.

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

PARCEL NUMBER ONE:

Being a part of the east half of the northwest quarter of Section 10 and a part of the east half of the southwest quarter of Section 1, Township 7, Range 2, of the U.S.M. Lands, further described as follows, to-wit: Beginning on the east line of said northwest quarter of Section 10 at the northeast corner of a tract of 5.76 acres conveyed by the heirs of Benj. Van Lehn to the Midvale & Goshen Coal Co. by Deed recorded in Volume 118 at Page 131 of the Tuscarawas County Deed Records, thence with the north line of said tract, North 76 deg. 43 min. West 500 feet, thence North 72 deg. 55 min. West 200 feet, thence North 68 deg. 56 min. West 183 feet, thence by a curve to the left (radius 940.4 feet) 170.8 feet, thence North 56 deg. no min. West 296 feet, thence by a curve to the left (radius 970.4 feet) 51.9 feet to a point on the west line of the east half of said quarter section, thence along said line North 3 deg. 33 min. East 126.5 feet to a point in the center of the Lehn's Valley Road, thence along said center line South 79 deg. 29 min. East 343 feet, thence North 8 deg. 26 min. East 787.9 feet along the center of the Lockport Road, thence North 16 deg. 16 min. East 783 feet, thence North 13 deg. 36 min. East 100 feet, thence leaving the road and running South 86 deg. no min. East 765 feet to the east line of the southwest quarter of said Section 1, thence along said line South 3 deg. 33 min. West 1711.5 feet to the center of said Lehn's Valley Road, thence along said center line North 85 deg. no min. West 100 feet, thence South 3 deg. 33 min. West 125 feet, thence South 85 deg. East 100 feet to the east line of the northwest quarter of Section 10, thence along said line South 3 deg. 33 min. West 317 feet to the place of beginning, containing 43.45 acres of which 27.25 acres are in Section 1 and 16.20 acres in said Section 10.

Being Permanent Parcel~~s~~ No. ~~63-00665.000~~ and No. 63-01983.000.

Last Prior Conveyance: Volume 222 at Page 34, Volume 221 at Page 45 and Volume 518 at Page 52 Tuscarawas County Deed Records.

PARCEL NUMBER TWO:

Being a part of the southwest quarter of Section 1 and a part of the northwest quarter of Section 10 in Township 7, Range 1 and being the premises conveyed to the Board of

VOL 0751 PAGE 727

PROBATE COURT OF TUSCARAWAS COUNTY, OHIO

199900017502
MARIO CORSI
PICK UP

ESTATE OF PETER BERLENDIS aka PETER P. BERLENDIS, DECEASED

Case No. 98 ES 49365 Docket Page

FILED

NOV 22 1999

CERTIFICATE OF TRANSFER

PROBATE COURT
TUSCARAWAS COUNTY, OHIO

Page two of two Pages.

Education by Benj. Van Lehn and wife by Deed recorded in Deed Record 119 at Page 450 together with the original school lot mentioned in said Deed, the tract hereby conveyed being bounded as follows:

Beginning on the line between Section 1 and Section 10 at a point about 1560 feet from the west line of said section, said beginning being the southwest corner of the original school lot and the northwest corner of the tract conveyed by said Deed; thence North 3 deg. 52 min. East, 156 feet to the northwest corner of the original lot; thence South 86 deg. 08 min. East, 99 feet to the northeast corner of said lot in the road; thence in the road, South 3 deg. 52 min. West, 446 feet to the southeast corner of the new lot in the junction of the roads; thence in the Lehn's Valley Road, North 79 deg. 29 min. West, 100 feet to the southwest corner of the new lot; thence North 3 deg. 52 min. East, 278 feet to the beginning; containing 1.01 acre, more or less, but subject to all legal highways; 0.36 acre being in Section 1 and 0.65 acre being in Section 10.

Grantor herein is the successor in title to the said Benjamin Van Lehn and wife who were the grantors of a Deed which is of record in Deed Record 119 at Page 450, which Deed provided for a reverter of the premises in the event the same were no longer used for school purposes.

Being Permanent Parcel# No. 63-00062.000 and No. ~~63-00063.000~~.

Last Prior Conveyance: Volume 334 at Page 123 and Volume 518 at Page 52 Tuscarawas County Deed Records.

TRANSFERRED
TO THE
TUSCARAWAS COUNTY ENGINEER
SECTION 3141

JUN 15 2022

AMT. ...
LARRY LINDBERG
TUSCARAWAS COUNTY ENGINEER

Conveyance Received Oil & Gas.
Coal or Mineral Interest only Tract
description to be reviewed for accuracy
Initials Date MMG 6/15/22
Larry Lindberg, Tuscarawas County Auditor
Joseph S. Bachman,
Tuscarawas County Engineer

Recording requested by
Connolly, Hillyer & Welch Title Services Inc.

After Recording Return To:
Connolly, Hillyer & Welch
223 Fair Ave. NW
New Philadelphia, OH 44663



20220006493 06 15 2022 02:23:33 PM
Filed for Record in TUSCARAWAS County, OH
Lori L. Smith, Recorder Rec Fees: 342.00
DEED
OR Vol 1635 Pgs 175 - 177

File Number 2022-236
Parcel ID: 63-00062-001, 63-01983-001

**DEED OF EXECUTOR, ADMINISTRATOR, TRUSTEE, GUARDIAN, RECEIVER, OR
COMMISSIONER
OIL AND GAS MINERALS ONLY**

*See Section 5302.09 Ohio Revised Code
Executed in accordance with Chapter 5301 of the Revised Code*

Know All Men By These Presents that **Loraine Stan, Administrator of The Estate of Geraldine L. Berlendis**, of 1694 Smokerise Dr., Akron Ohio 44313, for consideration paid, grant to **Banta Holdings, LLC, an Ohio Limited Liability Company**, (henceforth referred to as "Grantee") of FOBOY 306 DUNE CH 44602, with **FIDUCIARY COVENANTS THE FOLLOWING REAL PROPERTY: OIL, GAS, MINERALS & OTHER HYDROCARBONS:**

PPN I

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

Being a part of the east half of the northwest quarter of Section 10 and a part of the east half of the southwest quarter of Section 1, Township 7, Range 2, of the U.S.M. Lands, further described as follows, to-wit: Beginning on the east line of said northwest quarter of Section 10 at the northeast corner of a tract of 5.76 acres conveyed by the heirs of Benj. Van Lehn to the Midvale & Goshen Coal Co. by Deed recorded in Volume 118 at Page 131 of the Tuscarawas County Deed Records, thence with the north line of said tract, North 76 deg. 43 min. West 500 feet, thence North 72 deg. 55 min. West 200 feet, thence North 68 deg. 56 min. West 183 feet, thence by a curve to the left (radius 940.4 feet) 170.8 feet, thence North 58 deg. no min. West 296 feet, thence by a curve to the left (radius 970.4 feet) 51.9 feet to a point on the west line of the east half of said quarter section, thence along said line North 3 deg. 33 min. East 126.5 feet to a point in the center of the Lehn's Valley Road, thence along said center line South 79 deg. 29 min. East 343 feet, thence North 8 deg. 26 min. East 787.9 feet along the center of the Lockport Road, thence North 16 deg. 16 min. East 783 feet, thence North 13 deg. 36 min. East 100 feet, thence leaving the road and running South 86 deg. no min. East 765 feet to the east line of the southwest quarter of said Section 1, thence along said line South 3 deg. 33 min. West 1711.5 feet to the center of said Lehn's Valley Road, thence along said center line North 85 deg. no min. West 100 feet, thence South 3 deg. 33 min. West 125 feet, thence South 85 deg. East 100 feet to the east line of the northwest quarter of Section 10, thence along said line South 3 deg. 33 min. West 317 feet to the place of beginning, containing 43.45 acres of which 27.25 acres are in Section 1 and 16.20 acres in said Section 10.



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. Osborne, President

Greg L. Smith, 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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AMERICAN
LAND TITLE
ASSOCIATION



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.

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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- (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: | Alban Title, LLC | Issuing Office: | 920 Boulevard Street, Dover, OH 44622 |
| Issuing Office's ALTA® Universal ID: | 1091252 | Loan ID No.: | |
| Commitment No.: | A22-0465 | Issuing Office File No.: | A22-0465 |
| Property Address: | 1511 Wainwright Rd SE, New Philadelphia, OH 44663 | | |

SCHEDULE A

1. Commitment Date: July 5, 2022 at 07:59 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
Proposed Insured: Geraldine L. Berlendis
Proposed Policy Amount: \$60,890.00
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
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:
Geraldine L. Berlendis
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Alban Title, LLC

Authorized Signatory

Issuing Agent: Alban Title, LLC
 Agent ID No.: 4042546
 Address: 920 Boulevard Street
 City, State, Zip: Dover, OH 44622
 Telephone: 330-343-5800

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.

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.

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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.: A22-0465

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.
 - a. Survivorship Deed from Geraldine L Berlendis to .
 - b. Mortgage from to , securing the principal amount of \$1,000.00.
5. Comply with requirements of Probate in Case No. 2021ES60926.

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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.: A22-0465

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. Any easement, encroachment, right of way or other matters affecting the property granted to or in favor of a governmental entity which may or may not be impacted by the marketable title act.
11. The lien of all general taxes and assessments for the year 2021 and thereafter.

 First Half Taxes for the year 2021 in the amount of \$525.04 are paid.
 Second Half Taxes for the year 2021 in the amount of \$525.04 are due.
 Tax Parcel Number: 63-01983.000

 First Half Taxes for the year 2021 in the amount of \$11.04 are paid.
 Second Half Taxes for the year 2021 in the amount of \$11.04 are due.
 Tax Parcel Number: 63-00062.000
12. Pipeline Right of Way to The East Ohio Gas Co. dated October 20, 1967 and recorded in Volume 457, Page 560, of the Tuscarawas County Records.
13. Pipeline Right of Way to Vescorp Industries, Inc. dated February 16, 1978 and recorded in Volume 537, Page 295, of the Tuscarawas County Records. Subject to Assign.
14. Right of Way to Appalachian Exploration Inc. dated March 22, 1978 and recorded in Volume 537, Page 761, of the Tuscarawas County Records.
15. Right of Way to New Frontier Exploration Inc. dated May 27, 1981 and recorded in Volume 562, Page 746, of the Tuscarawas County Records. Subject to Assign's.
16. Oil and Gas to The East Ohio Gas Co. dated February 1, 1967 and recorded in Volume 71, Page 300, of the Tuscarawas County Records. Subject to Assign's.
17. Deed for Oil and Gas Minerals Only recorded in Volume 1635, Page 175, 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**

Exhibit A

File No.: A22-0465

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 Warwick, County of Tuscarawas and State of Ohio:

PARCEL NUMBER ONE:

Being a part of the east half of the northwest quarter of Section 10 and a part of the east half of the southwest quarter of Section 1, Township 7, Range 2, of the U.S.M. Lands, further described as follows, to-wit: Beginning on the east line of said northwest quarter of Section 10 at the northeast corner of a tract of 5.76 acres conveyed by the heirs of Benj. Van Lehn to the Midvale & Goshen Coal Co. by Deed recorded in Volume 118 at Page 131 of the Tuscarawas County Deed Records, thence with the north line of said tract, North 76 deg. 43 min. West 500 feet, thence North 72 deg. 55 min. West 200 feet, thence North 68 deg. 56 min. West 183 feet, thence by a curve to the left (radius 940.4 feet) 170.8 feet, thence North 56 deg. no min. West 296 feet, thence by a curve to the left (radius 970.4 feet) 51.9 feet to a point on the west line of the east half of said quarter section, thence along said line North 3 deg. 33 min. East 126.5 feet to a point in the center of the Lehn's Valley Road, thence along said center line South 79 deg. 29 min. East 343 feet, thence North 0 deg. 20 min. East 787.9 feet along the center of the Lockport Road, thence North 16 deg. 16 min. East 783 feet, thence North 13 deg. 36 min. East 100 feet, thence leaving the road and running South 86 deg. no min. East 765 feet to the east line of the southwest quarter of said Section 1, thence along said line South 3 deg. 33 min. West 1711.5 feet to the center of said Lehn's Valley Road, thence along said center line North 85 deg. no min. West 100 feet, thence South 3 deg. 33 min. West 125 feet, thence South 85 deg. East 100 feet to the east line of the northwest quarter of Section 10, thence along said line South 3 deg. 33 min. West 317 feet to the place of beginning, containing 43.45 acres of which 27.25 acres are in Section 1 and 16.20 acres in said Section 10.

Tax Parcel Number: 63-01983.000

PARCEL NUMBER TWO:

Being a part of the southwest quarter of Section 1 and a part of the northwest quarter of Section 10 in Township 7, Range 1 and being the premises conveyed to the Board of Education by Benj. Van Lehn and wife by Deed recorded in Deed Record 119 at Page 450 together with the original school lot mentioned in said Deed, the tract hereby conveyed being bounded as follows:

Beginning on the line between Section 1 and Section 10 at a point about 1560 feet from the west line of said section, said beginning being the southwest corner of the original school lot and the northwest corner of the tract conveyed by said Deed; thence North 3 deg. 52 min. East, 156 feet to the northwest corner of the original lot; thence South 86 deg. 08 min. East, 99 feet to the northeast corner of said lot in the road; thence in the road, South 3 deg. 52 min. West, 446 feet to the southeast corner of the new lot in the junction of the roads; thence in the Lehn's Valley Road, North 79 deg. 29 min. West, 100 feet to the southwest corner of the new lot; thence North 3 deg. 52 min. East, 278 feet to the beginning; containing 1.01 acre, more or less, but subject to all legal highways: 0.36 acre being in Section 1 and 0.65 acre being in Section 10.

Tax Parcel Number: 63-00062.000

Commonly known as 1511 Wainwright Rd SE, New Philadelphia, OH 44663



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: 15711 WAINWRIGHT AVE SE

Buyer(s): _____

Seller(s): BRELLONDIS 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 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) Kyran Wallace and real estate brokerage McCartney 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 _____

Lorraine A. Stan
dotloop verified
07/05/22 2:25 PM EDT
CXZR-AHK-NNX-J57F

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Property Address 1571 Wainwright Rd SE

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) AW Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

| | | | | |
|-----------|------|-------------------------|--|------|
| Seller | Date | <u>Lorraine A. Stan</u> | <small>dotloop verified 07/05/22 2:25 PM EDT KENZ ES, A-SHA-NYEP</small> | Date |
| Purchaser | Date | <u>[Signature]</u> | | Date |
| Agent | Date | <u>[Signature]</u> | | Date |