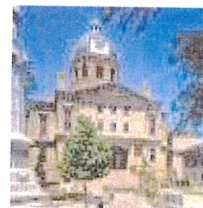


LARRY LINDBERG

Tuscarawas County Auditor | Tuscarawas County, Ohio



SUMMARY

Deeded Name	LLILIE M SHEPPARD		Taxpayer	SHEPPARD LLILIE M	
Owner	SHEPPARD LLILIE M 11098 WOLF STATION RD NEWCOMERSTOWN OH 43832			11098 WOLF STATION RD NEWCOMERSTOWN OH 43832	
Tax District	51-SALEM TWP-NEWCOMERSTOWN SD		Land Use	510-SINGLE FAMILY DWELLING	
School District	NEWCOMERSTOWN EX VILL SD		Subdivision		
Neighborhood	00900-SALEM TOWNSHIP		Legal	WHOLE 14 (.014A VAC ALLEY)	
Location	11098 SW WOLF STATION RD		28	Routing Number	14000
CD Year		Map Number	10/26/2021	Sales Amount	0.00
Acres	0.0000	Sold			

VALUE

District	51-SALEM TWP-NEWCOMERSTOWN SD	
Land Use	510-SINGLE FAMILY DWELLING	
	Appraised	Assessed
Land	9,900	3,470
Improvement	34,070	11,920
Total	43,970	15,390
CAUV	N	0
Homestead	Y	25,000
OOC	Y	43,970
Taxable		43,970

CURRENT CHARGES

Full Rate	69.800000			
Effective Rate	40.348555			
Qualifying Rate	38.507996			
	Prior	First	Second	Total
Tax	0.00	118.05	118.05	236.10
Special	0.00	3.00	3.00	6.00
Penalty	0.00	12.10	0.00	12.10
Total	0.00	133.15	121.05	254.20
Paid	0.00	0.00	0.00	0.00
Due	0.00	133.15	121.05	254.20

FUTURE CHARGES

Type	Description	Amount
Special Assessments	C980000000 MWCD	6.00

TRANSFER HISTORY

Date	Conveyance	Deed Type	Sales Amount	Valid	# of Properties
10/26/2021	Buyer: SHEPPARD LLILIE M Seller: SHEPPARD JR FLOYD C & LILLIE M SHEPPARD	E1728	JOINT SURVIVORSHIP	\$0.00 N	2
06/25/2009	Buyer: SHEPPARD JR FLOYD C & LILLIE M SHEPPARD Seller: SHEPPARD LILLIE MAE	900694	JOINT SURVIVORSHIP	\$0.00 N	2
06/22/2009	Buyer: SHEPPARD LILLIE MAE Seller: SHEPPARD FLOYD & LILLY	900681	CERTIFICATE OF TRANSFER	\$0.00 N	2

LAND

Type	Dimensions	Description	Value
FR-FRONT LOT	60.0000 X 190.0000	Effective - Frontage / Depth	9,900
		Total	9,900

DWELLING

Card 1					
Style	01-SINGLE FAMILY	Family Rooms	1	Heating	Y
Stories	2.00	Dining Rooms	0	Cooling	N
Rec Room Area	0	Year Built	1900	Grade	C-1
Finished Basement	0	Year Remodeled	1976	Fireplace Openings	0
Rooms	7	Full Baths	1	Fireplace Stacks	0
Bed Rooms	5	Half Baths	0	Living Area	1,780
		Other Fixtures	0	Total Area	3,224
				Value	33,870

OTHER IMPROVEMENT

Card Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1 DFG-DETACHED FRAME GARAGE	1900		A-AVERAGE	14 X 20	Length x Width (Optional)	280	200
					Total		200

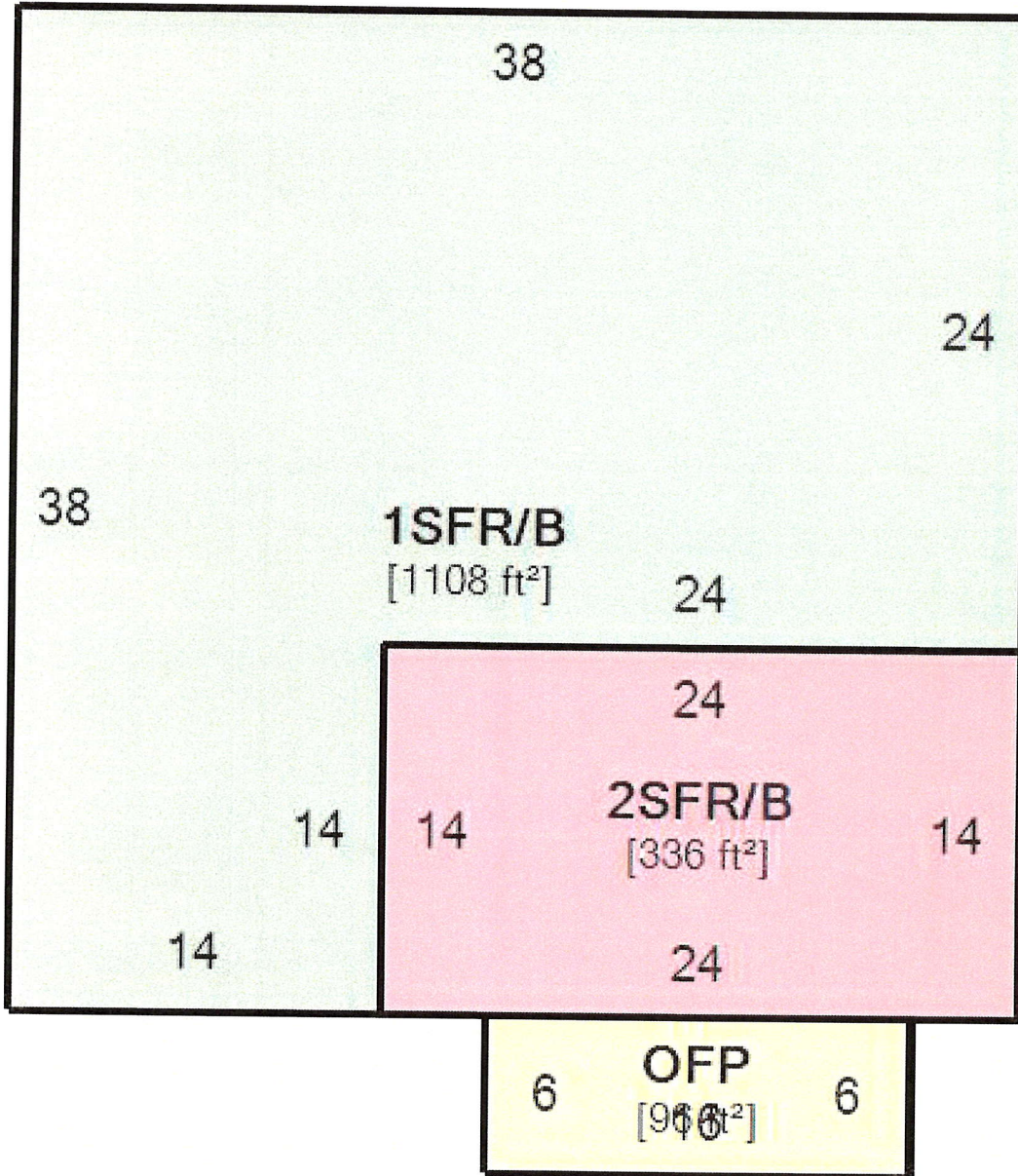
UTILITIES

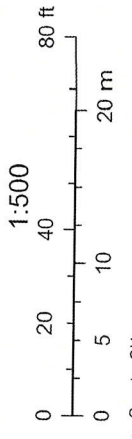
SKETCH

Card 1

ID	Description	Size	Floor	Floor Area (ft <sup>2</sup> )	Living Area (ft <sup>2</sup> )
A	2SFR/B (2 STORY FRAME / BASEMENT)	336	First Floor	1,444	1,444
B	OFP (OPEN FRAME PORCH)	96	Full Upper Floor	336	336
C	1SFR/B (1 STORY FRAME / BASEMENT)	1,108	Basement	1,444	0
1	DFG-DETACHED FRAME GARAGE	280	Total	3,224	1,780

1



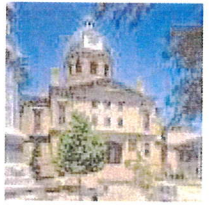


Tuscarawas County, OH

3/21/2023

Parcel: 51-00315-000  
**LARRY LINDBERG**

Year: 2022



Tuscarawas County Auditor | Tuscarawas County, Ohio

**SUMMARY**

Deeded Name	LLILIE M SHEPPARD		Taxpayer	SHEPPARD LLILIE M	
Owner	SHEPPARD LLILIE M 11098 WOLF STATION RD NEWCOMERSTOWN OH 43832			11098 WOLF STATION RD NEWCOMERSTOWN OH 43832	
Tax District	51-SALEM TWP-NEWCOMERSTOWN SD		Land Use	599-OTHER RESIDENTIAL STRUCTURES	
School District	NEWCOMERSTOWN EX VILL SD		Subdivision		
Neighborhood	00900-SALEM TOWNSHIP		Legal	11 (.085 VA) 12 (.014A VA) 13 (.014A VA)	
Location	SW WOLF STATION RD		28	Routing Number	15000
CD Year		Map Number	10/26/2021	Sales Amount	0.00
Acres	0.0000	Sold			

**VALUE**

District	51-SALEM TWP-NEWCOMERSTOWN SD	
Land Use	599-OTHER RESIDENTIAL STRUCTURES	
	Appraised	Assessed
Land	24,390	8,540
Improvement	9,360	3,280
Total	33,750	11,820
CAUV	N	0
Homestead	N	0
OOC	N	0
Taxable	33,750	11,820

**CURRENT CHARGES**

Full Rate	69.800000			
Effective Rate	40.348555			
Qualifying Rate	38.507996			
	Prior	First	Second	Total
Tax	0.00	215.74	215.74	431.48
Special	0.00	0.00	0.00	0.00
Penalty	0.00	21.58	0.00	21.58
Total	0.00	237.32	215.74	453.06
Paid	0.00	0.00	0.00	0.00
Due	0.00	237.32	215.74	453.06

**TRANSFER HISTORY**

Date	Conveyance	Deed Type	Sales Amount	Valid	# of Properties
10/26/2021	Buyer: SHEPPARD LLILIE M Seller: SHEPPARD JR FLOYD C & LILLIE M SHEPPARD	E1728	JOINT SURVIVORSHIP	\$0.00	N 2
06/25/2009	Buyer: SHEPPARD JR FLOYD C & LILLIE M SHEPPARD Seller: SHEPPARD LILLIE MAE	900694	JOINT SURVIVORSHIP	\$0.00	N 2
06/22/2009	Buyer: SHEPPARD LILLIE MAE Seller: SHEPPARD FLOYD C & LILLY M	900681	CERTIFICATE OF TRANSFER	\$0.00	N 2

**LAND**

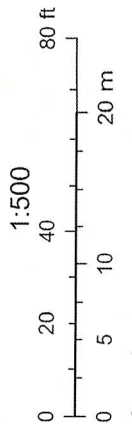
Type	Dimensions	Description	Value
FR-FRONT LOT	60.0000 X 190.0000	Effective - Frontage / Depth	7,430
FR-FRONT LOT	60.0000 X 190.0000	Effective - Frontage / Depth	7,430
FR-FRONT LOT	77.0000 X 190.0000	Effective - Frontage / Depth	9,530
		Total	24,390

**OTHER IMPROVEMENT**

Card	Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1	DPG-DETACHED POLE GARAGE	2000		G-GOOD	28 X 32	Length x Width (Optional)	896	9,360
						Total		9,360

**UTILITIES**

Water	N	Sewer	N	Electric	N	Gas	N	Well	N	Septic	N
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Tuscarawas County, OH

3/21/2023





**First American Title™**

# Preliminary Judicial Report

ISSUED BY

**First American Title Insurance Company**

# Judicial Report

REPORT NUMBER

**5007339-0047430e**

Guaranteed Party Name: Estate of Lillie M. Sheppard

File No.: A22-1088

Guaranteed Party Address: 125 E. High Avenue

Effective Date: 9/1/2022 @ 07:59 AM

City, State, Zip: New Philadelphia, Ohio 44663

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, **FIRST AMERICAN TITLE INSURANCE COMPANY** (hereinafter "the Company") hereby guarantees in an amount not to exceed \$ 20,720.00 that it has examined in the public records in TUSCARAWAS County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in Lillie M. Sheppard by instrument recorded in Volume 1625, Page 4300 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

# FILED

OCT 06 2022

PROBATE COURT  
TUSCARAWAS COUNTY, OHIO

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**

For Reference:

File #: A22-1088

Policy #: 5007339-0047430e

Issued By:

**Alban Title, LLC**

920 Boulevard Street

Dover, OH 44622

Account No: 4042546

Telephone: (330) 343-5800

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

By: \_\_\_\_\_

Authorized Countersignature

This jacket was created electronically and constitutes an original document

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

- (a) "Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.
- (b) "Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.
- (c) "Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.
- (d) "Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given by Guaranteed Party

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party

receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Claimant. Any and all payments under this Report shall reduce the amount of this Report pro tanto and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- (a) To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- (b) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- (c) To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- (d) To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone 888-632-1642 (claims.nic@firstam.com).

EXCLUSIONS FROM COVERAGE

- 1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
- 2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
- 3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial report or any supplement thereto.
- 4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
- 5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.





*First American Title*<sup>TM</sup>

## Preliminary Judicial Report

ISSUED BY

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

# Schedule A

REPORT NUMBER

**5007339-0047430e**

File No.: A22-1088

### DESCRIPTION OF THE LAND

Situated in the Township of Salem, County of Tuscarawas, and State of Ohio

See Exhibit A attached hereto.

Property Address: 11098 Wolf Station Rd SW, Newcomerstown, OH 43832



*First American Title™*

## Preliminary Judicial Report

ISSUED BY

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

## Schedule B

REPORT NUMBER

**5007339-0047430e**

File No.: A22-1088

### EXCEPTIONS

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

1. Easements, restrictions, setback lines, declarations, conditions, covenants, reservations and rights-of-way, if any that were filed for record prior to the lien being foreclosed.

NOTE: A search for uncertified special tax assessments has not been performed.

2. Anything to the contrary notwithstanding, this policy does not insure the quantity of land contained within the premises described in Schedule A.
3. The lien of all general taxes and assessments for the year 2021 and thereafter.  
Taxes for the year 2021 in the amount of \$55.47 per half are paid.  
Homestead reduction of \$168.62.  
Tax Parcel Number: 51-00314.000  
  
Taxes for the year 2021 in the amount of \$183.10 per half are paid.  
Tax Parcel Number: 51-00315.000
4. Easement for Ingress and Egress for water well in deed recorded in Volume 432, Page 329, Tuscarawas County Deed Records.

Exhibit A

Situated in the County of Tuscarawas in the State of Ohio and in the Township of Salem.

Parcel Number 1:

Situated in the Township of Salem, County of Tuscarawas and State of Ohio and in the Town of Wolf. Known as and being Lot No. 14 as the same is numbered and delineated upon the recorded plat thereof. Said Town of Wolf being formerly known as Wolf Station.

**Tax Parcel Number: 51-00314.000**

Prior Instrument Reference: Volume 447, Page 323 of the Tuscarawas County Deed Records and Volume 1309, Page 252 of the Tuscarawas County Official Records.

Parcel Number 2:

Situated in the Village of Wolf's Station, County of Tuscarawas and State of Ohio; Known as and being Lots Numbered 11, 12 and 13 in the Village of Wolf's Station aforesaid, ~~as~~ entered and numbered upon the recorded plat of same.

**Tax Parcel Number: 51-00315.000**

Prior Instrument Reference: Volume 432, Page 329 of the Tuscarawas County Deed Records and Volume 1309, Page 252 of the Tuscarawas County Official Records.

Parcel Number 3:

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

Being part of a 20-foot wide alley in Wolf Station Allotment as set forth in Plat Book 1A, Page 22 and part of South Street in Wolf Addition as set forth in Plat Book 1A, Page 3 of the Tuscarawas County Plat Records with the portion to be vacated and conveyed being more fully described as follows:

Commencing at a point on the west line of Buckhorn Street at the southeast corner of Lot 11 in Wolf Station Allotment (P.B. 1A, Pg. 22) being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

Thence with the west line of Buckhorn Street, South 3 deg. 22 min. 49 sec. West, 16.50 feet to an iron pin (set);

Thence with the center of said street, North 86 deg. 36 min. 35 sec. West, 190.06 feet to an iron pin (set) in the center of a 20-foot alley;

Thence with the center of said alley, North 3 deg. 23 min. 25 sec. East, 256.50 feet to an iron pin (set);

Thence South 86 deg. 36 min. 35 sec. West, 10.00 feet to a point at the northwest corner of Lot 14 in Wolf Station Allotment (P.B. 1A, Pg. 22);

Thence with the west line of said lot and also with the west line of Lots 14, 13, 12 and 11 being also the east line of a 20-foot alley, South 3 deg. 23 min. 25 sec. West, 240.00 feet to a point at the southwest corner of Lot 11;

Thence with the south line of said lot being also the north line of South Street, South 86 deg. 36 min. 35 sec. East, 180.06 feet to the **TRUE PLACE OF BEGINNING**, containing 0.127 acre more or less, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

Bearings herein are oriented to north as determined by GPS observation. All iron pins set are 5/8" x 30" re-bars with yellow plastic caps stamped "WARD 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in May, 2005.

Prior Instrument Reference: Volume 1309, Page 252 of the Tuscarawas County Official Records.

**THE ABOVE WAS PREPARED AT THE SPECIFIC REQUEST OF GRANTOR/GRANTEE  
BASED SOLELY UPON INFORMATION SUPPLIED BY ONE OR MORE OF THE PARTIES  
TO THIS CONVEYANCE, AND WITHOUT EXAMINATION OF TITLE OR ABSTRACT. THE  
DRAFTER ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS  
IN THIS INSTRUMENT RESULTING FROM THE INFORMATION PROVIDED AND MAKES  
NO ASSERTIONS WITH RESPECT TO LIENS WHICH MAY BE AGAINST THIS  
PROPERTY, AND THE PARTIES HERETO SIGNIFY THEIR ASSENT TO THE DISCLAIMER  
BY THE GRANTOR'S EXECUTION AND THE GRANTEE'S ACCEPTANCE OF THIS  
INSTRUMENT.**

Instrument  
201400006673

TAX MAP TRANSFER

*[Signature]*

MAY - 2 2014

FRED F. BENNETT P.E. P.S.  
BELMONT COUNTY ENGINEER

TRANSFERRED

FEE 1.50 DATE 5-2-14

SEQT. 319.202 R.C. FEE 44.00

A.L. SUTAK, AUDITOR  
*[Signature]* DEPUTY

201400006673  
Filed for Record in  
BELMONT COUNTY, OHIO  
MARY CATHERINE NIXON, RECORDER  
05-02-2014 At 04:41 p.m.  
AFF DEED 44.00  
OR Book 474 Page 289 - 292

AFFIDAVIT OF SUCCESSION UNDER SURVIVORSHIP DEED  
O.R.C. SECTION 5302.17

STATE OF OHIO, COUNTY OF Tuscarawas, SS:

Lillie M. Sheppard, being first duly sworn, says as follows:

- Affiant resides at 11098 Wolf Station Road, Newcomerstown, Ohio 43832 and is the surviving spouse of Floyd C. Sheppard, who died on January 31, 2009, a resident of Tuscarawas County, Ohio.
- By Survivorship Deed dated April 9, 1991 and presented for record April 9, 1991 at 3:59 p.m. and recorded in Deed Records Volume 669, Page 891 in the Office of the Recorder of Belmont County, Ohio, Sarah E. Sheppard, unmarried, conveyed the following described real estate to affiant, Lillie M. Sheppard and decedent, Floyd C. Sheppard, for their joint lives, or the survivor of them:  
See Exhibit "A" attached hereto and incorporated herein.
- This Affidavit is executed to show that title to the real property now vests solely in Lillie M. Sheppard, as survivor, and to enable the Auditor of Belmont County, Ohio to amend the tax list in the name of the present sole owner, Lillie M. Sheppard 11098 Wolf Station Road, Newcomerstown, Ohio 43832, and out of the name of the deceased co-owner, Floyd C. Sheppard. A certified copy of the decedent's death certificate is attached hereto.

Further Affiant saith not.

*[Signature]*  
Lillie M. Sheppard

Sworn to and signed before me on the 10<sup>th</sup> day of April, 2014.



GENERAL MCGRAW  
Notary Public - Belmont County, Ohio  
My Commission Expires 2-4-17 Notary Public

*[Signature]*

This instrument prepared by: Michael A. Cochran, Attorney at Law, Gnadenhutzen, Ohio

## EXHIBIT "A"

## FIRST TRACT:

Situated in the State of Ohio, County of Belmont and Township of Kirkwood and bounded and described as follows:

Being a part of the Southeast Quarter of Section 35, Township 9, Range 6 in the Steubenville Land District. Beginning for the same at an iron pin (set) on the South line of Section 35 from which the Southeast corner of the aforementioned Quarter (a concrete monument marks said section corner) bears S. 89 deg. 26' 10" E. 506.12 feet; thence from said beginning, N. 10 deg. 01' 07" W. 150.00 feet to an iron pin (set); thence N. 89 deg. 26' 10" W. 91.00 feet to an iron pin (set); thence S. 10 deg. 01' 07" E. 150.00 feet to an iron pin (set) on the Section line; thence S. 89 deg. 26' 10" E. 91.00 feet to the place of beginning and containing 0.308 acres, more or less, but subject to all legal highways and covenants of record. Being the same premises described as a one-third acre tract, more or less, as was conveyed to Grantors by Deed in Volume 385, Page 158 of the Belmont County Deed Records.

Bearings are based on the assumed meridian established in the area by R. & F. Coal Company. They are neither astronomic nor magnetic.

Surveyed on December 5, 1980 by David Michael Jamison, Ohio Registered Professional Surveyor #S-06497.

## SECOND TRACT:

Situated in the Township of Kirkwood, County of Belmont and State of Ohio and known as and being a part of the S.W. quarter of Section 29, Township 9, and Range 6, and beginning for the same sixty feet East of the Section line on the North side of the graded road in the Town of Sewellsville; thence North 61 ½ deg. E. 3.84 rods; thence North 27 deg. East 3 rods; thence North 73 ½ deg. West 3 rods; thence South 53 ½ deg. West 2.37 rods; thence South 3.26 rods to the place of beginning, containing 10 rods.

## THIRD TRACT:

Situated in the State of Ohio, County of Belmont and the Township of Kirkwood. Being part of the Northeast Quarter of Section 34; Township 9, Range 6 and all of the lands of Lora D. Warrick recorded as First Tract and Second Tract in Volume 422, Page 560 of the Belmont County Record of Deeds.

Beginning at an iron pin (set) on the north line of Section 34 where a concrete monument (found) which marks the Northeast corner of said Section 34 bears South 88 deg. 48' 53" East 99.09 feet,

Thence from said place of beginning, South 00 deg. 13' 19" West 362.64 feet to a corner post on the north line of a 7.228 acre tract as recorded in Volume 571, Page 793 of said county deed records.

Thence following the north line of said 7.228 acre tract, North 89 deg. 05' 40" West 273.30 feet to a corner post on the boundary of a 2.006 acre tract as recorded in Volume 428, Page 426 of said County Deed Records (passing through an iron pin (set) at 3.00 feet)

Thence leaving the boundary of said 7.228 acre tract and following the boundary of said 2.006 acre tract, North 89 deg. 40' 05" West 150.41 feet to a corner post, passing through an iron pin (set) at 3.00 feet,

NEW DESCRIPTION  
NECESSARY FOR FUTURE  
TAX MAP TRANSFER

Thence North 00 deg. 31' 54" East 204.49 feet to an iron pin (set) passing through an iron pin (set) at 3.00 feet,

Thence North 62 deg. 32' 06" West 93.01 feet to a corner post on the east side of State Route 800, passing through an iron pin (set) at 90.01 feet,

Thence leaving the boundary of said 2.006 acre tract, North 28 deg. 04' 54" East, 135.12 feet to an iron pin (set) on the north line of Section 34,

Thence following the section line, South 88 deg. 48' 53" East 442.21 feet to the place of beginning; passing through an iron pin (found) at 128.28 feet.

CONTAINING 3.714 ACRES.

Bearings in this description refer to the grid meridian of the Ohio Co-ordinate System ( South Zone).

All iron pins referred to as set in this description are ½ inch diameter iron rods 30 inches long identifiable by a yellow cap stamped JAH RS6524.

This description prepared by Jack A. Hamilton, Registered Surveyor 6524 after a field survey of the parcel herein described during April 1980.

201400006673  
ALBAN TITLE  
204 2ND ST NE  
NEW PHILADELPHIA OH 44663



202100012928 10/26/2021 01:55:28 PM  
 Filed for Record in TUSCARAWAS County, OH  
 Lori L. Smith, Recorder Rec Fees: \$54.00  
 AFFIDAVIT TRANSFER  
 OR Vol 1625 Pgs 4300 - 4303

TRANSFERRED  
 TRANSFER FEE \$1.00  
 CONVEYANCE EXAMINED  
 SEC. 319-207 R.C. COMPLIED WITH



OCT 26 2021

AMT  
 LARRY LINDBERG  
 Tuscarawas County Auditor


**SURVIVORSHIP AFFIDAVIT**

This affidavit is made under the authority of R.C. 5301.252 for the purpose of establishing of record the death of Floyd C. Sheppard, Jr., a person who had a joint and survivorship tenancy interest in the real property described within this affidavit.

STATE OF OHIO,  
 COUNTY OF TUSCARAWAS, SS:


The undersigned, first being duly cautioned and sworn according to law, deposes and says:

1. He is Paul J. Watson, an uncle of the decedent and a person with personal knowledge of the facts set out in this affidavit;
2. Floyd C. Sheppard, Jr. and Lillie M. Sheppard were parties to a deed to 11098 Wolf Station Road, Newcomerstown, Ohio 43832, recorded on June 25, 2009, in Volume 1309 at Page 1062, of the Tuscarawas County Official Records, Tuscarawas County Recorder's Office, Tuscarawas County, Ohio;
3. The real property is described as follows:  
  
See Exhibit A.  
  
PPN: 51-00314.000, 51-00315.000
4. Floyd C. Sheppard, Jr. died on May 27, 2021, and a certified copy of the certificate of death is attached, thereby extinguishing his survivorship interest he held through the deed noted above.
5. This Affidavit has been executed to evidence the fact that the title to this real estate now vests solely in the name of Lillie M. Sheppard, as the survivor, and to enable the Tuscarawas County Auditor to transfer ownership of the premises on the County Auditor's Tax List into the name of Lillie M. Sheppard, pursuant to R.C. 319.20 and to enable the Tuscarawas County Recorder to make index references to the Deed Recorded in Volume 1309, Page 1062, of the Tuscarawas County Official Records.

  
 Paul J. Watson

Sworn to and subscribed in my presence this 25<sup>th</sup> day of October, 2021.



LINDA SUE DIDONATO   
 NOTARY PUBLIC Notary Public  
 FOR THE  
 STATE OF OHIO  
 My Commission Expires  
 October 7, 2022

This instrument prepared by Attorney Michael A. Cochran, Stephenson, Stephenson & Carrothers, 206 West High Avenue, New Philadelphia, Ohio 44663



Exhibit A

Situated in the County of Tuscarawas in the State of Ohio and in the Township of Salem.

**Parcel Number 1:**

Situated in the Township of Salem, County of Tuscarawas and State of Ohio and in the Town of Wolf. Known as and being Lot No. 14 as the same is numbered and delineated upon the recorded plat thereof. Said Town of Wolf being formerly known as Wolf Station.

**Tax Parcel Number: 51-00314.000**

Prior Instrument Reference: Volume 447, Page 323 of the Tuscarawas County Deed Records and Volume 1309, Page 252 of the Tuscarawas County Official Records.

**Parcel Number 2:**

Situated in the Village of Wolf's Station, County of Tuscarawas and State of Ohio; Known as and being Lots Numbered 11, 12 and 13 in the Village of Wolf's Station aforesaid, ~~as~~ entered and numbered upon the recorded plat of same.

**Tax Parcel Number: 51-00315.000**

Prior Instrument Reference: Volume 432, Page 329 of the Tuscarawas County Deed Records and Volume 1309, Page 252 of the Tuscarawas County Official Records.

**Parcel Number 3:**

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

Being part of a 20-foot wide alley in Wolf Station Allotment as set forth in Plat Book 1A, Page 22 and part of South Street in Wolf Addition as set forth in Plat Book 1A, Page 3 of the Tuscarawas County Plat Records with the portion to be vacated and conveyed being more fully described as follows:

Commencing at a point on the west line of Buckhorn Street at the southeast corner of Lot 11 in Wolf Station Allotment (P.B. 1A, Pg. 22) being also the **TRUE PLACE OF BEGINNING** of the tract herein described;

Thence with the west line of Buckhorn Street, South 3 deg. 22 min. 49 sec. West, 16.50 feet to an iron pin (set);

Thence with the center of said street, North 86 deg. 36 min. 35 sec. West, 190.06 feet to an iron pin (set) in the center of a 20-foot alley;

Thence with the center of said alley, North 3 deg. 23 min. 25 sec. East, 256.50 feet to an iron pin (set);

Thence South 86 deg. 36 min. 35 sec. West, 10.00 feet to a point at the northwest corner of Lot 14 in Wolf Station Allotment (P.B. 1A, Pg. 22);

Thence with the west line of said lot and also with the west line of Lots 14, 13, 12 and 11 being also the east line of a 20-foot alley, South 3 deg. 23 min. 25 sec. West, 240.00 feet to a point at the southwest corner of Lot 11;

Thence with the south line of said lot being also the north line of South Street, South 86 deg. 36 min. 35 sec. East, 180.06 feet to the **TRUE PLACE OF BEGINNING**, containing **0.127 acre** more or less, but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

Bearings herein are oriented to north as determined by GPS observation. All iron pins set are 5/8" x 30" re-bars with yellow plastic caps stamped "WARD 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in May, 2005.

Prior Instrument Reference: Volume 1309, Page 252 of the Tuscarawas County Official Records.

**THE ABOVE WAS PREPARED AT THE SPECIFIC REQUEST OF GRANTOR/GRANTEE  
BASED SOLELY UPON INFORMATION SUPPLIED BY ONE OR MORE OF THE PARTIES  
TO THIS CONVEYANCE, AND WITHOUT EXAMINATION OF TITLE OR ABSTRACT. THE  
DRAFTER ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS  
IN THIS INSTRUMENT RESULTING FROM THE INFORMATION PROVIDED AND MAKES  
NO ASSERTIONS WITH RESPECT TO LIENS WHICH MAY BE AGAINST THIS  
PROPERTY, AND THE PARTIES HERETO SIGNIFY THEIR ASSENT TO THE DISCLAIMER  
BY THE GRANTOR'S EXECUTION AND THE GRANTEE'S ACCEPTANCE OF THIS  
INSTRUMENT.**



# 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: 11098 Wolf station Rd SW

Buyer(s): \_\_\_\_\_

Seller(s): Sheppard 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) Ryan Wallick and real estate brokerage McIntire 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 \_\_\_\_\_

Paul J. Watson 4-27-23  
SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

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

Property Address 11098 Wolf Station Rd SW

**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.

<u>X Paul J. Watson</u>	<u>4/27/23</u>	_____	_____
Seller	Date	Seller	Date
<u>_____</u>	<u>4/26/23</u>	_____	_____
Purchaser	Date	Purchaser	Date
<u>_____</u>	<u>_____</u>	_____	_____
Agent	Date	Agent	Date