



SUMMARY

Deeded Name	HUFF TERRY LEE	Taxpayer	HUFF TERRY LEE
Owner	HUFF TERRY LEE 1947 HUMMEL VALLEY RD SW NEW PHILADELPHIA OH 44663		C/O DONNA HUFF 209 W 23RD ST DOVER OH 44622
Tax District	71-YORK TWP-NEW PHILADELPHIA SD	Land Use	101-CASH-GRAIN OR GENERAL FARM
School District	NEW PHIL. SD	Subdivision	
Location	1947 SW HUMMEL VALLEY RD	Legal	2 8 17 SE 28.135A 1.165A
CD Year		10	Routing Number 5000
Acres	29.3000	5/27/1998	Sales Amount 165,000.00
Map Number			
Sold			

VALUE

District	71-YORK TWP-NEW PHILADELPHIA SD		
Land Use	101-CASH-GRAIN OR GENERAL FARM		
	Appraised	Assessed	
Land	98,090	34,330	
Improvement	97,450	34,110	
Total	195,540	68,440	
CAUV	N	0	0
Homestead	N	0	0
OOC	Y	112,490	39,370
Taxable	195,540	68,440	

CHARGES

	Prior	First	Second	Total
Tax	0.00	1,560.97	1,560.97	3,121.94
Special	0.00	3.00	3.00	6.00
Total	0.00	1,563.97	1,563.97	3,127.94
Paid	0.00	1,563.97	1,563.97	3,127.94
Due	0.00	0.00	0.00	0.00

TRANSFER HISTORY

Date	Buyer	Conveyance	Deed Type	Sales Amount	Valid
5/27/1998	HUFF TERRY LEE	830	WARRANTY DEED	\$165,000.00	Y
7/19/1988	REED MICHAEL D & CHRISTY J	1649	UNKNOWN	\$9,000.00	Y

LAND

Type	Dimensions	Description	Value
HS-HOMESITE	1.000	Acres	23,050
P-PASTURE	27.130	Acres	75,040
RW-RIGHT OF WAY	1.170	Acres	0

DWELLING

Card 1					
Style	07-BI-LEVEL	Family Rooms	1	Heating	Y
Stories	1.00	Dining Rooms	0	Cooling	Y
Rec Room Area	312	Year Built	1989	Grade	C+5
Finished Basement	0	Year Remodeled		Fireplace Openings	0
Rooms	7	Full Baths	2	Fireplace Stacks	0
Bed Rooms	3	Half Baths	0	Living Area	1,144
		Other Fixtures	0	Value	89,440

OTHER IMPROVEMENT

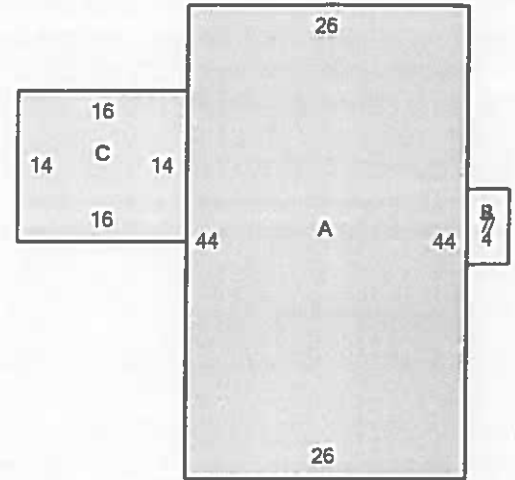
Card	Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1	DET WDDK-DETACHED WOOD DECK			G-GOOD	8 X 12	Length x Width (Optional)	96	830
1	POLE BARN-POLE FRAMED GENERAL PURPOSE BUILDING	1993		G-GOOD	32 X 36	Length x Width (Optional)	1,152	7,180
1	POOL-SWIMMING POOL			A-AVERAGE		Length x Width (Optional)	0	0
1	SHED-SHED	2010		A-AVERAGE	6 X 8	Length x Width (Optional)	48	0
1	SHED-SHED	1993		A-AVERAGE	8 X 10	Length x Width (Optional)	80	0

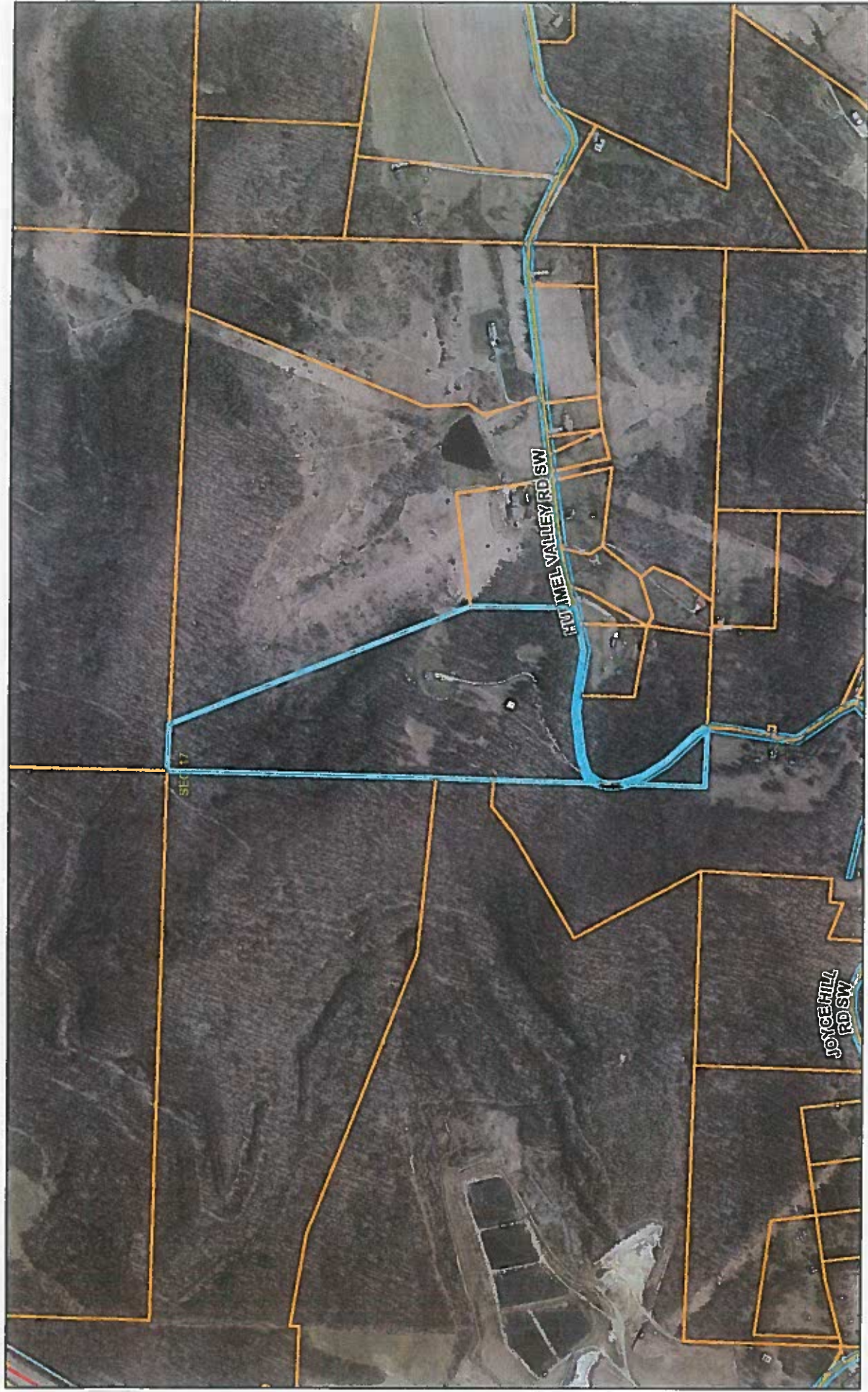
UTILITIES

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

ID	Description	Size
A	1S8/B+2CBSG	1,144
B	MST=NV	28
C	P=NV	224
1	POLE BARN-POLE FRAMED GENERAL PURPOSE BUILDING	1,152 4 3
2	SHED-SHED	80
3	POOL-SWIMMING POOL	0
4	DET WDDK-DETACHED WOOD DECK	96
5	SHED-SHED	48





July 8, 2019

1:7,999

0 365 730 1,460 ft
0 112.5 225 450 m



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: 1947 Hummel Valley Rd SW New Philadelphia, OH

Buyer(s): _____

Seller(s): Seny C. Huff 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) Donna J. Huff, Realtor and real estate brokerage McIntyre 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 _____

Donna J. Huff, Realtor 7-1-19
SELLER/LANDLORD _____ DATE _____

SELLER/LANDLORD _____ DATE _____

COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

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

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

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

THE

ATTENT

President

Secretary



Commitment No. 2019-0986

File No.: 2019-0986

CONDITIONS

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

Commonwealth Land Title Insurance Company
SCHEDULE A

1. Commitment Date: June 26, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount:
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:
Terry Lee Huff, by virtue of General Warranty Deed recorded May 27, 1998 in Volume 731, Page 401-403 Deed Records of Tuscarawas County, Ohio.
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Connolly, Hillyer & Welch Title Services, Inc.

By:

Bradley L. Hillyer, Authorized Agent

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and 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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Commonwealth Land Title Insurance Company

**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. Fiduciary Deed from The Estate of Terry Lee Huff to TBD
- a. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- b. Satisfactory evidence should be had the improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice to intent to perfect a lien for labor or material.
- c. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.

**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.
 - a. Special Assessments not yet certified to the County Auditor and/or Treasurer.
 - b. Any lien or right to a lien for service, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

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SCHEDULE B
(Continued)

- d. Title to that portion of the property, if any, within the bounds of any legal highways.
- e. Any inaccuracy in the specific quantity of acreage contained on any survey, if any, or contained within the legal description of the premises insured herein.
- f. Rights of upper and lower riparian owners and any changes in boundary lines as a result of avulsion, accretion, erosion or reliction.
- g. No Examination has been made of the U.S. District Court of Bankruptcy Court Records.
- h. Oil and gas leases, pipeline agreements or any other instrument related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
- i. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
- j. Parcel No. 71-01126-002
Description 2 8 17 SE 28.135A 1.165A
Assessed Valuation: Land 34,330.00 Improvements 34,110.00 Total 68,440.00
Appraised Valuation: Land 98,090.00 Improvements 97,450.00 Total 195,540.00
Taxes and Special Assessments are \$1,563.97 per half;
Taxes and Special Assessments for tax year 2018 are paid;
Taxes and Special Assessments for tax year 2019 and thereafter are lien on said premises but are not yet due and available for payment;
No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption statutes for insured premises.
- k. Reservation of ALL MINERALS by recorded in Volume 256, Page 332 Deed Records of Tuscarawas County, Ohio. Subject to terms, conditions and assignment of records, if any. We have made no further examination under the above instrument.
- l. Pipeline Right of Way to KST Oil & Gas Co recorded in Volume 552, Page 303 Deed Records of Tuscarawas County, Ohio. Subject to terms, conditions and assignment of records, if any. We have made no further examination under the above instrument.
- m. Right of Way Easement to Rural Electric Co-Op Inc. recorded in Volume 371, Page 358 Deed Records of Tuscarawas County, Ohio. Subject to terms, conditions and assignment of records, if any. We have made no further examination under the above instrument.
- n. Right of Way Easement to Frontier Power Co recorded in Volume 669, Page 42 Deed Records of Tuscarawas County, Ohio. Subject to terms, conditions and assignment of records, if any. We have made no further examination under the above instrument.
- o. Coal Lease to Archer Mining & Construction Co recorded in Volume 120, Page 371 Lease Records of Tuscarawas County, Ohio. Subject to assignment of records, if any. We have made no further examination under the above instrument.

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Commonwealth Land Title Insurance Company

Commitment Number: 2019-0986

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Situated in the Township of York, County of Tuscarawas and State of Ohio.

SEE ATTACHED LEGAL DESCRIPTION

PPN: 71-01126-002

Address: 1947 Hummel Valley Rd SW, New Philadelphia, OH 44663

Situated in the Township of York, County of Tuscarawas and State of Ohio.

Being located in the Southeast Quarter of Section 17, Township 8, Range 2 and being a part of the premises heretofore conveyed to Charles Beans and Barbara Kohler by Certificate for Transfer recorded in Volume 556 at Page 26 of the Tuscarawas County Deed Records, the part hereby conveyed being more fully described as follows:

Beginning at a stone (found) at the northwest corner of the Southeast Quarter of Section 17; thence from said beginning and with the north line of the Southeast Quarter of Section 17, South 88 deg. 32 min. East, 224.06 feet to an iron pin (set); thence leaving said quarter section line, South 21 deg. 57 min. East, 1,576.07 feet to an iron pin (set); thence South 0 deg. 08 min. East, 459.95 feet to an iron pin (set); thence continuing South 0 deg. 08 min. East, 43.1 feet to a point in Township Road 325; thence in said road the following five (5) courses, South 76 deg. 21 min. West, 207.03 feet to a PK nail (set); thence north 84 deg. 37 min. West, 302.80 feet to a PK nail (set); thence South 82 deg. 31 min. West, 213.41 feet to a PK nail (set); thence South 71 deg. 32 min. West, 95.63 feet to a PK nail (set); thence South 35 deg. 32 min. West, 63.43 feet to an iron pin (set) on the west line of the Southeast Quarter of Section 17; thence leaving the road and with said quarter section line, North 0 deg. 45 min. East, 1,572.89 feet to an iron pin (set); thence continuing North 0 deg. 45 min. East, 527.95 feet to the place of beginning, containing 28.135 acres, be the same more or less but subject to all legal highways and rights-of-way.

Bearings are oriented to assumed north. Iron pins indicated (set) are 5/8" iron bars with plastic cap stamped Bair & Goodie.

Survey and description by C.R. Goodie, Reg. Surveyor #5521

AND

Situated in the Township of York, County of Tuscarawas and State of Ohio. Being located in the Southeast Quarter of Section 17, Township 8, Range 2 and being a part of the premises heretofore conveyed to Charles Beans and Barbara Kohler by Certificate for Transfer recorded in Volume 556 at Page 26 of the Tuscarawas County Deed Records, the part hereby conveyed being more fully described as follows:

Beginning at an iron pin (set) at the southwest corner of the Southeast Quarter of Section 17; thence from said beginning and with the west line of said Southeast Quarter, North 0 deg. 45 min. East, 403.87 feet to an iron pin (set) in Township Road 325; thence leaving said line and in said road the following four (4) courses, South 18 deg. 33 min. East, 92.19 feet to a PK nail (set); thence South 32 deg. 58 min. East, 135.3 feet to a PK nail (set); thence South 42 deg. 46 min. East, 207.62 feet to a PK nail (set) and South 30 deg. 52 min. East, 70.41 feet to the south line of the Southeast Quarter of Section 17; thence leaving the road and with said quarter section line, North 88 deg. 00 min. West, 40.36 feet to an iron pin (set); thence continuing North 88 deg. 00 min. West, 245.08 feet to the place of beginning, containing 1.165 acres, be the same more or less but subject to all legal highways and rights-of-way.

Bearings are oriented to assumed north. Iron-pins indicated (set) are 5/8" iron bars with plastic cap stamped Bair & Goodie.

Survey and description by C.R. Goodie, Reg. Surveyor #5521.

Subject to the following:

Pipeline Right of Way to KST Oil and Gas Company, Inc. recorded in Volume 552, Page 303, Tuscarawas County Deed Records.

Easement to Rural Electric Co-operative, Inc. recorded in Volume 371, Page 358, Tuscarawas County Deed Records.

Reservation of all oil and gas, coal, fire clay and other minerals excepting the #6 stone coal as set forth in Warranty Deed recorded in Volume 256, Page 332, Tuscarawas County Deed Records. Reservation of all 12" or larger timber and right to enter to remove from time to time by Edgar Spring as set forth in Warranty Deed recorded in Volume 256, Page 332, Tuscarawas County Deed Records.

Right of Way to Frontier Power Company recorded in Volume 669, Page 42, Tuscarawas County Deed Records.

Lease for the #5 and #6 coal to Archer Mining & Construction Co., Inc. recorded in Volume 120, Page 371, Tuscarawas County Lease Records. Subject to assignments of record.

Parcel No.: 71-01126.002