Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue - Strasburg, Ohio 44680 - www.WallickAuctions.com Toll Free: 1-866-348-9446 - Tel: 330-878-0075 - Fax: 330-878-7318



203 FAIR AVENUE NE **PO BOX 548** NEW PHILADELPHIA, OHIO 44663-0548 TELEPHONE 330-364-4450 FAX 330-343-2976 email: tusctitle@tusctitle.net

Complete Title Examinations and Escrow Closing Services Serving a 9 County Area

TAX AND LEGAL REPORT

DATE: August 4, 2008

REQUESTED BY:

Don Wallick Wallick Auctions

PROPERTY ADDRESS:

8905 Gilmore Rd. Gnadenhutten Ohio

PRESENT OWNER:

Dan Miller and M. Domer and others

VOLUME: 1287

PAGE: 641 ·

TRANSFER: July 8, 2008

PARCEL NO: 07-00351.000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2007 TAX DUPLICATE IN THE

NAME OF

Dan Miller and M. Domer and others.

PARCEL NO.: 07-00351.000

DESC.

GNADEN pr 24 8.97A

VALUATIONS:

TAXES:

LAND:	
BUILDING:	

3,050

GENERAL TAXES: TAX REDUCTION:

\$11.53

TOTAL:

3,050

360

10% ROLLBACK:

\$-3.37 .82

HOMESTEAD:

\$

AUV:

2 1/2% REDUCTION

HOMESTEAD CREDIT \$

UNPAID REAL

TOTAL PER 1/2 YEAR \$ 7.34 \$

CURRENT SA:

Special Assessments: None

PENALTY:

\$ \$

Map No.: 15

PRIOR DEL: TOTAL DUE:

Taxes for the year 2007 are PAID.

BY: Bobbie Johnston

PRIOR FILE NO.

This information, including any lot 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.





TRANSPER DATE NAME OF PRISTING ONNER J FERRES 11/08/08 MILLER VILHUR & MARY LOU APPRAISER: DATE: 01/01/04 REASON F	PATION ATTION AGEN ATTION ANTERIOR JEGGESCHOOD ATTION ATTION ANTERS ANT	PROPERTY CLASS 110 Agricultural vacant lan
SALES AMOUNT TT V LO NOP CONVEYANCE D AF U N 6 90362 O OC U N 6 91589 FOR VALUATION: ANY EQUAL CONTACT:	ASSESSIENT_DATE	MILLER DAN - W DOWSK - J PERKE - J NCDEVICT - B & T MILLER WALER PR 24 8-97A
LISTED: REVIEWED:	DESCRIPTION DESCR	COMMENTS/MEMO 13-21-45-46 07-00351-000 CASD 1 OF 1 ALTRO1: 15% Israel 0% Imp 1140 Lead 0 Imp CASD 1



203 FAIR AVENUE NE
PO BOX 548
NEW PHILADELPHIA, OHIO 44663-0548
TELEPHONE 330-364-4450
FAX 330-343-2976
email: tusctitle@tusctitle.net

Complete Title Examinations and Escrow Closing Services
Serving a 9 County Area

TAX AND LEGAL REPORT

DATE: August 4, 2008

REQUESTED BY:

Don Wallick Wallick Auctions

PROPERTY ADDRESS:

Gilmore Road Gnadenhutten Ohio

PRESENT OWNER:

Dan Miller and M. Domer and others

VOLUME: 1287

PAGE: 641

TRANSFER: July 8, 2008

PARCEL NO: 07-00352,000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2007 TAX DUPLICATE IN THE

NAME OF

Dan Miller and M. Domer and others

PARCEL NO.: 07-00352,000

DESC.

GNADEN PR 25 1.30A

VALUATIONS:

TAXES:

LAND: 420
BUILDING: 420
TOTAL: 420
HOMESTEAD: 50

10% ROLLBACK: \$-.11 2 1/2% REDUCTION \$ HOMESTEAD CREDIT \$ TOTAL PER 1/2 YEAR \$1.02

UNPAID REAL \$
CURRENT SA: \$

GENERAL TAXES: TAX REDUCTION:

Special Assessments: None

Map No.; 15

PENALTY: PRIOR DEL: TOTAL DUE: \$ \$

S- .47

Taxes for the year 2007 are PAID.

BY: Bobbie Johnston

PRIOR FILE NO.

This information, including any lot 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.





AREA TRUE CASH VALUE CARD 1 OF ECON DEP FUNC REVIEWED: AHA HE Tend REPRODUCTION COST 160 DESCRIPTION COMMENCE/MEMO NOTE: SKE ROUTE #19-21-22 APRO4: 15% Land 0% 1000 BLACK 1000 RATE LISTED: 1050 MARICET VALUE VALUE ADD-COS 01/01/04 ANN ECUAL 1210 1210 420 | TT | V | LO | NOP | CONVEYANCE | AY | U | N | 6 | 90862 | OC | U | N | 6 | 91599 OF IMPROVEMENTS
AREA JARANAS CO. MAKTI JUDK. T. . 1 - M DOMER - J FERRE - B & T MILLER CONTACT INFLU CNET BASE AREA LEVEL FIN AREA VALUATIONS 01/01/01 ANN EQUAL 510 EXTENDED VALUE 1050 ATTIC BSWNT CRAWL/HB PURE EXTRA LIVING UNITS
REC ROOM
PURETANDE
LINEAL BRICK
DORMERS
NO HEARTING
AIR COMPITIONING
PLINEINO [] SUMMARY SUB TOTAL, I UNIT.
SUB TOTAL, UNITE
GARAGES & CARPORTS
EXTERIOR FEATURES RINN BOUAL TOTAL BASE
ROW TYPE ADJUSTMENT
SUB TOTAL
UNFINISHED INTERIOR FACTOR MILKER DAN - M DO - J MCDEVITT - B & T 1.308 SALES AMOUNT SUB TOTAL GRADE/DESIGN R REPRODUCTION C ABSESSMENT DATE
REASON FOR CHANGE
LAND MARKET IMPROV
TOTAL
IAND
ASSESSED IMPROV
TOTAL NEIGH REASON FOR VALUATION: NO PLUMBING ADJUSTED RATE 35 GNADEN PR 9 Improvin MARKET Deciloin Transiti ONNERSHIP FCTR YEAR J FERRE AND DATA
BASE
RATE
900.00 LEVEL SITE CHARACTERISTICS
UNITARES STREET ROAD NEIGHBORHOOD
RATER PAYED STALLO
GEWER UNDEYED STALLO
GAS PROSSED INDICAL
GAS PROSSED INDICAL
GAS ALLEY ALLEY
ALL ALLEY DATE NAME OF PERVIOUS OWNER OF 100/08/08 MILIER DAN - M DOMER - 11/06/04 MILIER WILLUR P. & MARY I YEAR RANCEL 07-00352-000
DISTRICT 7 CLAY THP-INDIAN VALKEY STORE NUMBER 15 NOTION & PLAT ROUTING NUMBER 45.000
PROPERTY CLASS 110 Acriculture 1 Vacant 1 a USER KEY
PROPERTY ADD GLIMORE RD
NEIGHBORNOO 7,03,Clay TOWNShip vecant lan DATE: 01/01/04 AIR COND INTERIOR SQ. FOOT/ DEPTH CONSTRUCTION DATA EXTERIOR HEAT LAC FOUNDATION INSULATION APPLIANCES FLOORS GRD 32 ACKEAGE/ BFFEC FR 1.170 0.130 1.300 ACCOMODATIONS
ACCOMODATIONS
ACCOMODATIONS
ACCOMODATIONS
ACCOMODATIONS
ACCOMODATIONS
ACCOMODATIONS
ACCOMODATIONS
ACCOMODATIONS ROOMS
BEDEVONS
FAMILY ROOMS
DINING ROOMS
REC ROOM TYPE
REC ROOM TYPE
FIREPLACE STK
FIREPLACE STK
LINEAL BR HGT
LIN --- TOTAL SOIL ID/ ACTUAL FR USE TOTAL OCCUPANCY # OF UNITS STORY HEIGHT Level Hish Rolling Swampy ATTIC BASEMENT CRANL/HB SLAB ROOFING MATERIAL TOPOGRAPHY RPPRAISER COMPITION LAND 3 B

203 FAIR AVENUE NE PO BOX 548 NEW PHILADELPHIA, OHIO 44663-0548 TELEPHONE 330-364-4450 FAX 330-343-2976 email: tusctitle@tusctitle.net

Complete Title Examinations and Escrow Closing Services Serving a 9 County Area

TAX AND LEGAL REPORT

DATE: August 4, 2008

REQUESTED BY:

Don Wallick Wallick Auctions

PROPERTY ADDRESS:

8905 Gilmore Rd, Gnadenhutten Ohio

PRESENT OWNER:

Dan Miller and M. Domer

VOLUME:1287

PAGE: 641

TRANSFER: July 8, 2008

PARCEL NO: 07-00353.000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2007 TAX DUPLICATE IN THE

NAME OF

Dan Miller and M. Domer and others

PARCEL NO.: 07-00353,000

DESC.

GNADEN PR 24 26 26.75A

VALUATIONS:

TAXES:

LAND: 12,850 BUILDING: 14,190 TOTAL: 27,040

GENERAL TAXES: \$ 597.59 TAX REDUCTION: \$-174.59 10% ROLLBACK: \$- 42.30

HOMESTEAD:

2 1/2% REDUCTION \$ **HOMESTEAD CREDIT \$**

AUV: 4,470

TOTAL PER 1/2 YEAR \$ 380.70

UNPAID REAL

CURRENT SA:

Special Assessments: None

PENALTY:

Map No.: 15

PRIOR DEL: TOTAL DUE:

Taxes for the first half year 2007 are PAID.

BY: Bobbie Johnston

PRIOR FILE NO.

This information, including any lot 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.





4720 Jan 0	15 15 14 7 7 15 15 15 15 15 15 15 15 15 15 15 15 15	AREA 512 84 242 340	REPRODUCTION PHY FUNC ECON TRUE CASH COST DEP DEP VALUE 97890 55 5790 34260 100
CONTENTS (MEN) SOCIETA SER BOUTE R21.22-45-46 REMORE SER BOUTE R21.24-46 REM	31930 44330 27690 4680 4680 76700	1755 10 DESCRIPTION 1, 2.5FR/D 19455 D OFF/DRA/C 18455 D OFF/DRA/	PATB S.V. S.V. S.V. S.V.
Natural Natu	PRICING LADDER BA LEVEL FIN AREA VALU 3.00 512 4 ATTIC BENNT CRAML/HH STRENCE THERIOR THERIOR	ING UNIT UNIT UNITS FORTS URES 1 PACTOR C-4 10	COST CONTACT: CO
AND AND AND AND	TION DATA LEVEL	Fiberion	XEAR XEAR 1900 1900 1976 1976 1970 1970 1970 1970 1970 1970 1970 1970
PARCEL 07-00353-000	1. 2.00 CON 1. 2.00 1.00 1.00 1.00 1.00 1.00 1.00 1		USE USE LLL ED TOTAL TOTAL 11/08/04

203 FAIR AVENUE NE PO BOX 548 NEW PHILADELPHIA, OHIO 44663-0548 TELEPHONE 330-364-4450 FAX 330-343-2976 email: tusclitle@tusctitle.net

Complete Title Examinations and Escrow Closing Services Serving a 9 County Area

TAX AND LEGAL REPORT

DATE: August 4, 2008

REQUESTED BY:

Don Wallick Wallick Auctions

PROPERTY ADDRESS:

Gilmore Rd., Gnadenhutten Ohio

PRESENT OWNER:

Dan Miller and M. Domer and others

VOLUME: 1287

PAGE: 641

TRANSFER: July 8, 2008

\$1.92

\$-.56

\$-.14

PARCEL NO: 07-00354.000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2007 TAX DUPLICATE IN THE

NAME OF

Dan Miller and M. Domer and others

PARCEL NO.: 07-00354.000

DESC.

GNADEN PR 25 2,00A

VALUATIONS:

TAXES:

630 LAND: BUILDING:

630

TOTAL: HOMESTEAD: AUV: 60 **GENERAL TAXES:** TAX REDUCTION: 10% ROLLBACK:

2 1/2% REDUCTION HOMESTEAD CREDIT \$ TOTAL PER 1/2 YEAR \$1.22

UNPAID REAL CURRENT SA:

Special Assessments: None Map No.: 15

PRIOR DEL: TOTAL DUE:

\$ PENALTY: \$

Taxes for the year 2007 are PAID.

BY: Bobbie Johnston

PRIOR FILE NO.

This information, including any lot 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.





d 08 Imp 239 Land 0 Imp	·		DESCRIPTION	RATE REPRODUCTION PHY FUNC ECON TRUE CASH COST DEP NABUE	REVIEWED:
COMMENTE (MENO DE 1-22-45 BERROYTE LANG OF IMP SER ROUTE #19-21-22-45	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		Z Z		1,15/121
WALLEY S OWNERSHIP MILLER DAN - DOMBR - J FBRKE	EXTENI VALA PRICING PRICING	A STOR	NING	SUB TOYAL, UNITS SUB TOYAL, UNITS SUB TOYAL, UNITS SUB TOYAL, UNITS STERIOR FRATURES STERIOR FRATURES STERIOR FRATURES SUB TOYAL, INSULATION REPRODUCTION COST SUBMORY OF IMPROVENTIAL AND ONE TOYAL STAR STAR STAR STAR STAR STAR STAR ADD-ONE STAR AREA ADD-ONE TOYAL AREA ADD-ONE STAR ADD-ONE STAR AREA ADD-ONE STAR AREA ADD-ONE STAR AREA ADD-ONE STAR ADD-ONE ADD-ONE STAR ADD-ONE ADD-ONE	NAME OF PREVIOUS OWNER SALES AMOUNT TT V 1.00 NOS CONVEXANCE MILLER DAN - M DOMER - J FERRE OF VALABATION: ANN EQUAL CONTACT: LIS
2002.	ACREAGE FR EFFEC FR 2.000.	ALTIC BASEMENT CRAMI, HB SLAB RODE ING TYPE MATERIAL PLUME ING FULL BATHS FOLL BATHS HALF BATHS OTHER PATHES OTHER PATHES NO PLIMBING	ACCOMODATIONS ROOMS BEDROOMS FAMILY ROOMS DINING ROOM TYPE REC ROOM TYPE REC ROOM AREA FIRE ROOM AREA		TRANSFER DATE NAME C 11/08/04 MILLER 11/08/04 MILLER APPRAISER:



203 FAIR AVENUE NE
PO BOX 548
NEW PHILADELPHIA, OHIO 44663-0548
TELEPHONE 330-364-4450
FAX 330-343-2976
email: tusctitle@tusctitle.net

Complete Title Examinations and Escrow Closing Services Serving a 9 County Area

TAX AND LEGAL REPORT

DATE: August 6, 2008

REQUESTED BY:

Don Wallick Wallick Auctions

PROPERTY ADDRESS:

Gilmore Rd. Gnadenhutten Ohio

PRESENT OWNER:

Dan Miller and M. Domer and others

VOLUME: 1287

PAGE: 641

TRANSFER: July 8, 2008

PARCEL NO: 07-00355,000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2007 TAX DUPLICATE IN THE

NAME OF

Dan Miller and M. Domer and others

PARCEL NO.: 07-00355,000 DESC. GNADEN PR 24 .25A

VALUATIONS:

TAXES:

LAND: BUILDING: TOTAL:	.70 <u>0</u> .70	GENERAL TAXES: TAX REDUCTION: 10% ROLLBACK:	\$.64 \$.19 \$.05
HOMESTEAD:	··· •	2 1/2% REDUCTION	\$.00
AUV:	20	HOMESTEAD CREDIT	
		TOTAL PER 1/2 YEAR	\$.40
		UNPAID REAL	\$
		CURRENT SA:	\$
Special Assessments:	None	PENALTY:	\$
Map No.:		PRIOR DEL:	\$
		TOTAL DUE:	\$ -0-

Taxes for the first half year 2007 are PAID.

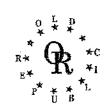
Taxes for the second half year 2007 are PAID.

BY: Crista Sigrist

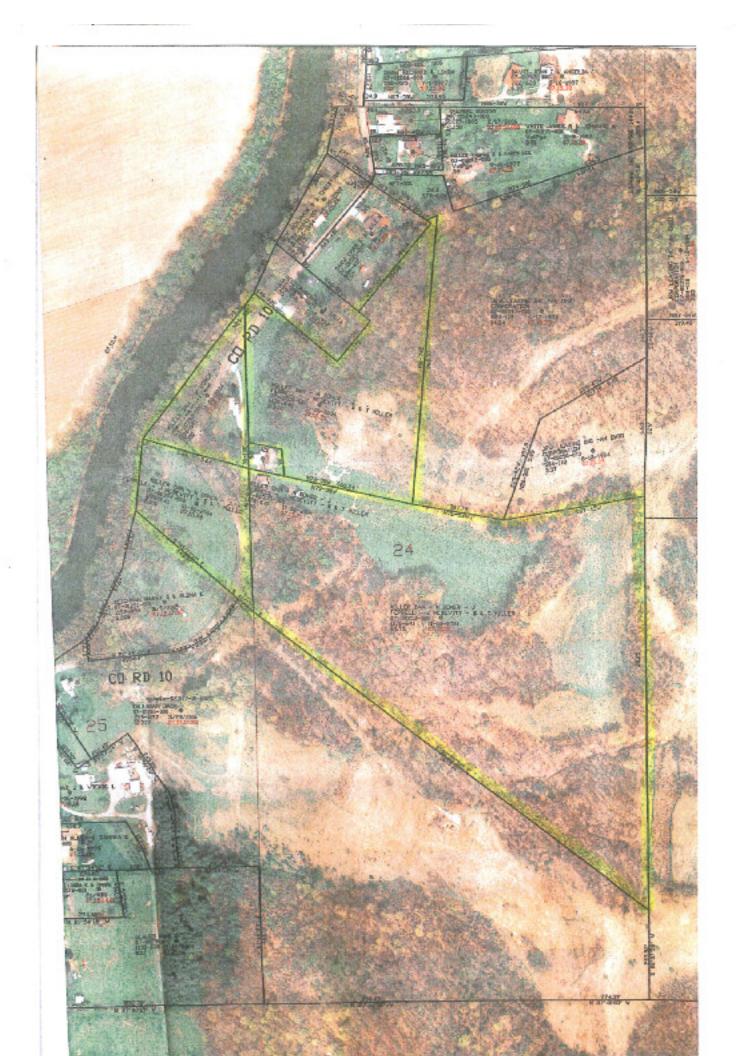
PRIOR FILE NO.

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





CONMENTE/MEMO CONMENTE/MEMO CONMENTE/MEMO CONMENTE SEE ROUTE 419-22-45-46 APRO4: 15% Land Ot Imp 30 Land 0 Imp			ID DESCRIPTION	RATE REPRODUCTION FHY FUNC ECON TAILE CASH COST DEP DEP VALUE LISTED: REVIEWED:
TUSCARAMAS CO. MATT. JUDY MILLER DAN - M DOMER - J PERRE J MCDEVITT - B & T MILLER DEN PR 24 .25A	SEMENT DATE VALUATIONS	PRICING LADDER	ALTS S	SOND NEIGH SIZE ARBA ADD-ONG
2007 ARCEL 07.00355.000 IESTRICT 7 CLAY TWP-INDIAN VALLEY SP LL - LL - ARCEL 07.00355.000 LL - LL - ARCEL 07.00355.000 INDIANA BLAY COUTING NUMBER 21.000 INDIANA NUMBER 31.000 INDIANA NUMBER 31.000 INDIANA NUMBER 30 INDIANA NUMBER 31.000 INDIANA NUMBER 31.0000 INDIANA NUMBER 31.000 IND	D NEIGHBORHOOD ALIGNIES C REALIS C REALIS C REALIS LAND DAT EAND DAT	TRECTION DATA LEVEL 1 2 3 4 ELOORS ALR COND AND INTERIOR	DINILY ROOMS EXTERIOR PINILY ROOMS REC. ROOM TYPE REC. ROOM TYPE FIREFLACE SIN FIREFLACE OPN FIREF	11 USE ST CNS GRD YEAR YEAR SEMOD CONST REMOD CONST REMOD



Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic NationalTitle Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in

the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Ву

Attest

President

Secretary

ORT Form 4308 ALTA Commitment for Title Insurance 6/06

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A

1.	Effective date: August 1, 2008 at 7:59 a.m.	File No. MARYLM-2			
2.	Policy or Policies to be issued:	Amount			
	(a) x Owners Policy Proposed Insured: To Be Determined	\$ To Be Determined, But Not to Exceed \$150,000.00			
	(b) Loan Policy Proposed Insured:	s			
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 intestate in the land is at	t the Effective Date vested in:			
5.	Dan Miller, Marilyn Domer, JoAnn Ferrell, Judy McDevitt, Bill Miller, and Tom Miller, 1170-641, Tuscarawas County Official Records The land referred to in this Commitment is described as follows:				
	See description attached hereto as Schedule A.				
Issuir	ng Agent: Glenn G. Durmann				
Agent Control No. A34361		Old Republic National Title Insurance Company Insurance Fraud Warning			
Addre	ess: 405 Chauncey Avenue, NW, PO Box 668	Any person who, with intent to defraud or knowing that he is			
City,	State, Zip: New Philadelphia, OH 44663	facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty			
Telep	hone: (330) 343-5585	of insurance fraud.			

ALTA Commitment (6-17-06) Schedule A

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A - LEGAL DESCRIPTION

TRACT #1:

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

And known as part of Lot Number twenty-five of the Gnadenhutten Tract bounded as follows, to wit:

Beginning at a beech tree 18 inches in diameter on the east line of said Lot North 2 deg. East twenty-seven chains and nineteen links from a stone at the southeast corner of said lot; thence north 2 degrees east seven chains and sixty-seven links to a maple six inches in diameter on the south bank of the Tuscarawas River and at the northeast Corner of said lot; thence down the river with the south-east bank thereof to an ash tree 16 inches in diameter marked with 3 notches on its north side and 3 notches on its east side; thence south 79 1/2 degrees east three chains and sixty-six links to the place of beginning containing 1 3/10 acre, be the same more or less.

ALSO: Situated in the Township of Clay, County of Tuscarawas and State of Ohio and known as a part of lots number twenty-four (24) of the Gnadenhutten tract and also part of Lot numbered twenty-five of the Gnadenhutten Tract bounded as follows, to wit:

Beginning at a beech stump 18 inches in diameter on the west line of said lot twenty-seven chains and nineteen links north of the southwest corner of said lot; said stump being at the southeast corner of 1 3/10 acres and owned by said Grantee; thence south 2 deg. West seven chains and thirty-eight links to a stump; thence south 54 deg. east twenty-four chains and eighty-five links to a stake on the east line of said lot 24; thence North 1 deg. East twenty chains and twenty-five links to a stake in the road from Gnadenhutten to Westchester 66 feet north of a stone at the southwest corner of a 20 acre tract of land owned by Marion Burdetto; thence south 82 deg. 46' West six chains and thirty-six links to a stone in said road; thence north 79 1/2 deg. West fourteen chains and four links to said beech stump 18 inches in diameter; thence north 79 1/2 deg. West three chains and sixty-six links to an ash 16 inches in diameter on the east bank of the Tuscarawas River; said tree having 3 notches on its north side and 3 notches on its east side; thence south 16 deg. West along said river four chains; thence south 46 deg. East six chains and sixteen links to a stone on the east boundary line of said lot 25; thence North 2 deg. East seven chains and thirty eight links to the place of beginning, containing twenty-eight and three-fourths acres and being 2 acres in said Lot 25 and 26 3/4 acres in said lot 24.

ALSO: Situated in the Township of Clay, County of Tuscarawas and State of Ohio and known as a part of Lot Number twenty-four (24) in the Gnadenhutten Tract bounded as follows:

Beginning for the same on the west side of said lot at a point in the middle of the old road leading from Gnadenhutten to Westchester; said point being the southeast corner of a tract of 1.3 acres conveyed to Dennis M. Hamilton by deed from Joseph A. Hamilton, et. al and of record in Vol. 139, Pages 76 - 77-78 - 79 of the Deed Records of said county. Said point being also the southwest corner of a certain tract of land now owned by the Grantors in the said Lot #24 in the Gnadenhutten tract, thence in a northerly direction along the west line of said Lot 24 ninety feet; thence in an easterly direction on a line parallel with the south line of said grantors lands one hundred twenty-one (12l) feet; thence in a southerly direction on a line parallel with the west line of said Lot #24; ninety (90) feet; thence in a westerly direction one hundred twenty-one feet to the place of beginning, containing one-fourth of an acre.

Parcel No. 07-00352.000, 07-00353.000, 07-00354.000, 07-00355.000

TRACT #2:

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

Being a part of Lot Number Twenty-four (24) of the Gnadenhutten Tract and being a part of a 12.22 acre tract conveyed to Ralph W. and Esther M. Johnson by Warranty Deed recorded in Volume 379, Page 327 of the Tuscarawas County Deed Records and being more fully described as follows:

Beginning at the Northwest corner of the above mentioned Lot Number Twenty-four (24); thence South 18 deg. 06' East, 362.1 feet; thence South 1 deg. 48' East 266.87 feet; thence South 7 deg. 09' West, 279.70 feet; thence South 5 deg. 00' East 225.0 feet; thence South 26 deg. 00' West, 33.0 feet to a point in County Road No. 10 and on the northeasterly line of the above mentioned 12.22 acre tract and being the most northerly corner of a 1.97 acre tract conveyed to Frank Verhovec Jr. and Sharon Mae Verhovec by Warranty Deed recorded in Volume 453, Page 827 of the Tuscarawas County Deed Records; thence with the northeasterly line of said 12.22 acre tract South 52 deg. 10' East, 219.78 feet to a corner of said 12.22 acre tract and the true place of beginning of the herein described tract to be conveyed; thence from this true place of beginning and with the northwesterly and easterly lines of said 12.22 acre tract the following two courses and distances North 73 deg. 00' East 40.92 feet to the most northerly corner of a 4.35 acre tract conveyed to Ruth E. Grimm by Certificate for Transfer recorded in Volume 403, Page 315 of the Tuscarawas County Deed Records and South 6 deg 45' West 970.40 feet to the southeast corner of said 12.22 acre tract; thence with the south line thereof North 78 deg. 00' West, 608.34 feet to the southwest corner of a 0.25 acre tract conveyed to Wilbur P. and May L. Miller by Warranty Deed Recorded in Volume 395, Page 478 of the Tuscarawas County Deed Records; thence with the west line of said 0.25 of an acre tract and the west line of said 12.22 acre tract North 1 deg. 15' East 458.70 feet to a corner in said 12.22 acre tract; thence with the northwesterly line of said 12.22 acre tract North 29 deg. 36' East, 170.36 feet to the most westerly corner of a 1,546 acre tract; thence with the southwesterly, southeasterly and northeasterly lines of said 1,546 acre tract the following three courses and distances South 46 deg. 02' East, 362.46 feet to a post; thence North 43 deg. 58' East, 175.00 feet to a post and North 46 deg. 02' West, 80.00 feet to an iron pin at the most southerly corner of said 1.97 acre tract; thence with the southeasterly and northeasterly lines of said 1.97 acre tract the following two courses and distances North 43 deg. 58' East, 384.18 feet to an iron pin and North 52 deg. 10' West, 19.90 feet to the true place of beginning, containing 8.97 acres more or less but subject to all legal highways.

Excepting therefrom 0.25 of an acre tract conveyed to Wilbur P. and Mary L. Miller by Warranty Deed Recorded in Volume 395, Page 478 of the Tuscarawas County Deed Records, conveying hereby 8.97 acres.

The above description prepared by T. Dean Davidson, Registered Surveyor No. 4776 who certifies the acreage to be correct.

Parcel No. 07-00351.000

Subject to all matters of record.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B - SECTION I

Requirements:

- 1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
- 2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - a. Deed conveying the premises described at Schedule A, herein.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
- 2. Any facts, rights, interests or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore 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 real estate taxes or assessments imposed on the title by a government 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.

AS TO TRACT #1:

The Tuscarawas County Auditor's 2007 General Tax Duplicate for Parcel #07-00352.000 shows:

Taxes for the first half of the year 2007 in the amount of \$1.02 are paid. Taxes for the second half of the year 2007 in the amount of \$1.02 are paid. Taxes for the year 2008 are a lien not yet determined.

The Tuscarawas County Auditor's 2007 General Tax Duplicate for Parcel #07-00353.000 shows:

Taxes for the first half of the year 2007 in the amount of \$380.70 are paid. Taxes for the second half of the year 2007 in the amount of \$380.70 are paid. Taxes for the year 2008 are a lien not yet determined.

The Tuscarawas County Auditor's 2007 General Tax Duplicate for Parcel #07-00354.000 shows:

Taxes for the first half of the year 2007 in the amount of \$1.22 are paid. Taxes for the second half of the year 2007 in the amount of \$1.22 are paid. Taxes for the year 2008 are a lien not yet determined.

The Tuscarawas County Auditor's 2007 General Tax Duplicate for Parcel #07-00355.000 shows:

Taxes for the first half of the year 2007 int eh amount of \$0.40 are paid. Taxes for the second half of the year 2007 in the amount of \$0.40 are paid. Taxes for the year 2008 are a lien not yet determined.

Additions, recoupments or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

The real estate described at Schedule A, herein appears on the Agricultural Land Tax List. No liability is assumed under this policy for any lien which may arise by reason of the real estate listed on the Agricultural Land Tax List.

- 8. Easement from D.M. Hamilton and Eva Hamilton, his wife, to The Ohio Power Company dated May 20, 1932, filed for record September 9, 1932, at 11:00 a.m. and recorded September 9, 1932 in Volume 215, Page 370, Tuscarawas County Deed Records.
- Easement from D.M. Hamilton and Eva Hamilton, his wife, to Lafayette Light & Power Co. dated July 31, 1914, filed for record November 17, 1914, at 3:00 p.m. and recorded December 1, 1914 in Volume 11, Page 193, Tuscarawas County Lease Records.
- 10. Oil & Gas Lease from D.M. Hamilton and Eva Hamilton, his wife, to Logan Natural Gas & Fuel Co. dated December 12, 1922, filed for record January 31, 1923, at 9:00 a.m. and recorded February 24, 1923 in Volume 15, Page 8, Tuscarawas County Lease Records. NOTE: No examination has been made of the estate created under this instrument.
- 11. Easement from D.M. Hamilton and Eva Hamilton, his wife, to Ohio Power Co. dated April 5, 1928, filed for record June 16, 1928, at 9:00 a.m. and recorded June 20, 1928 in Volume 22, Page 110, Tuscarawas County Lease Records.
- 12. Oil & Gas Lease from Wilbur P. Miller and Mary L. Miller, husband and wife, to East Ohio Gas Company dated September 26, 1967, and recorded January 26, 1968, at 10:42 a.m. in Volume 72, Page 894, Tuscarawas County Lease Records. NOTE: No examination has been made of the estate created under this instrument.
- 13. Coal Lease from Wilbur P. Miller and Mary L. Miller, husband and wife, to Burning Hollow Coal Co. dated September 15, 1983, and recorded September 19, 1983, at 2:56 p.m. in Volume 118, Page 549, Tuscarawas County Lease Records. NOTE: No examination has been made of the estate created under this instrument.
- 14. Oil and Gas Lease from D.M. Hamilton, widower, to Dean J. Peaker dated January 3, 1957, filed for record August 16, 1957 at 2:31 p.m. and recorded August 20, 1957 in Volume 56, Page 475, Tuscarawas County Lease Records. NOTE: No examination has been made of the estate created under this instrument.

AS TO TRACT #2:

The Tuscarawas County Auditor's 2007 General Tax Duplicate for Parcel #07-00351.000 shows:

Taxes for the first half of the year 2007 in the amount of \$7.34 are paid. Taxes for the second half of the year 2007 in the amount of \$7.34 are paid. Taxes for the year 2008 are a lien not yet determined.

Additions, recoupments or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

The real estate described at Schedule A, herein appears on the Agricultural Land Tax List. No liability is assumed under this policy for any lien which may arise by reason of the real estate listed on the Agricultural Land Tax List.

- 16. Exception of coal as contained in deed from A.R. Lanning, R.H. Heil, J.R. Hill, Trustees for the Creditors of the Dennison National Bank of Dennison, Ohio dated April, 1940, filed for record May 4, 1940, at 12:00 p.m. and recorded May 15, 1940 in Volume 238, Page 299, Tuscarawas County Deed Records. NOTE: No examination has been made of the estate created under this instrument.
- 17. No search was made of U.S. District Court or Bankruptcy Court records and an exception in this regard will appear on any policy to be issued by the company.
- This commitment for title insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Kyler, Pringle, Lundholm & Durmann, L.P.A. or Old Republic National Title Insurance Company (hereinafter "Old Republic") shall have no obligation outside the terms of this commitment. Specifically, any title search or examination conducted by Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association as a basis for issuing this commitment shall be for the benefit of Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association and Old Republic only, and does not inure to the benefit of any other party, including any seller, purchaser or lender. In the event any proposed insured under this commitment fails to acquire, or elects not to acquire, a final policy prior to the expiration date of the commitment, said proposed insured shall have no cause of action or recourse against Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association or Old Republic and in no event shall any proposed insured have any claim or cause of action against Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association or Old Republic based on the title search or examination. By accepting the within commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.

- 19. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
- 20. Items #1 through #5 will be deleted upon receipt of an appropriate executed affidavit, acceptable survey, and payment of the standard fee.

END OF SCHEDULE B

NOTE: There is hereby deleted any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate State, Local or Federal Law.

NOTE: Effective on January 1, 2007 all outstanding Closing Protection Letters issued by the Company on behalf of any Agent will be terminated by Law. Pursuant to O.R.C. 3953.32 any Closing Protection Coverage requested for a real estate closing which takes place on or after January 1, 2007 can be provided only upon the form approved by the Ohio Department of Insurance. This Closing Protection Coverage must be transaction specific.

NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.

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.
- 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/.

struction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newerk, Chio, or mailed to P. C. Box 911, Newark, Chio, within thirty days after such damages accrue. If Granter and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees out will be paid for by Board Measure, using Scribner's Eunber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto. To Have and to Hold the same unto said party of the second part, its successors and assigns. In Witness Whereof, the parties of the first part have hereunto set their hand the day and year first above written. and year first above written. Signed and Acknowledged in the presence of: C. E.Hamilton Bert Jones Chas. W. Hamilton THE STATE OF OHIO, Tuscarewas County ss. Before me, a Notary Public in and for said County, personally appeared the above named 6. B. Hamilton and Lessis Hamilton who acknowledged that they did sign the within instrument and that the same is their free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20 day of May A. D. 1932. My commission expires Aug. 15, 1932. Chas. W. Hamilton Notary Public Chas. W. Hamilton Notary Public (Seal) Notary Public

My Commission Expires Aug. 15th. 1932.

No Transfer Necessary, J. A. Neff, County Auditor.

Received Sept. 9, 1932 at 11:00 A. M.

Recorded Sept. 9, 1939.

Fee \$1.35V thed a. Frank Booord or. DRED OF EASEMENT DEED OF EASEMENT This Indenture, made this 20° day of May, 1932 by and between D. M. Hamilton and Evs Esmilton his wife of the County of Tuscspawas in the State of Onio, parties of the first part, and THE OHIO POWER COMPANY a corporation organized and existing under the laws of the State of 19045 D. M. Hamilton et al The Ohio Power Co. The Ohio Power Co.

State of Unio, parties of the first part, and THE OHIO POWER COMPANY

a corporation organized and existing under the laws of the State of

Dhio, party of the second part.

Witnesseth: That for One Bollar (\$1.00) in hand paid to the parties of the first part

by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated

glan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain,

sell, convey, and warrant to the party of the second part, its successors and assigns forever, a

right of way and easement with the right, privilege and suthority to said party of the second part,

its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of

poles and wires for the purpose of transmitting electric or other power, including telegraph or

telephone wiren in, on, along, over, through or across and also along any highway abutting the

following described lands situated in Clay Township No. 6 N and Renge No. 2 W and bounded:

On the North by the lands of Margaret Quillen, Marie Wolf, Minerva Simmers, Peter Zimmerman.

On the Bast by the lands of Ben Rupenthal

On, the West by the lands of Ben Rupenthal

On, the West by the lands of Ben Rupenthal, Tuscarawas, Joe Schull

TOOMTHER with the right to said party of the second part, its successors and assigns, to

place, erect, meintain, inspect, add to the number of, and relocate at will, poles, crossarms or

fixtures, and string wires and cables, adding thereto from time to time, across, through or over

the above described premises, to cut and, at its option, remove from said premises or the premises

or the parties of the first part adjoining the same on either side, any trees, overhanging branches

or other obstructions which may endanger the safety or interfere with the ase of said poles or

fixtures or wires attached thereto or any structure on said premises, and the right of ingress and

acrosset to and over said above described premises. a or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patroling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing enything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay grantor all famages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines. All claims for damages caused in the premistion of the granter and Grantee cannot agree on the smount of damages, the same shall be applituated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To flave and to Hold the same unto said party of the second part, its successors and assigns. To Have and to Hold the same unto said party of the second part, its successors and assigns. In Witness Whereof, the parties of the first part have hereunto set their hand the day and year first above written.

Signed and Asknowledged in the Presence of:

Bert Jones Chas. W. Hamilton D. M. Hamilton Eva Hamilton

Chas. W. Hamilton
THE STAME OF OHIO, Tuscerawas County as.
Before me, a Notary Public in and for said County, personally appeared the above named
D. M. Hamilton and Eva Hamilton who acknowledged that they did sign the within instrument and that
the same is their free act and deed.
IN WIFFMESS WHENEOF, I have hereanto set my hand and official seal on this 20th day of

```
Chas. W. Hamilton
Notary Fublic
My Commission Expires Aug. 15th. 1932.
Received Sept. 9, 1932 at 11:00 A. M.
Recorded Sept. 9, 1932.
Fac $1.35
                                                                                                                                                                                                                                                                                                                             Chas. W. Hemilton
Notary Public (Seal)
      19406
                                                                                                                                                                                       DEED OF EASEMENT
                                                                                                                                          PRED OF FAREMENT.

This Indenture, made this 20" day of May 1932 by and between Margare' Quillen (Widow) of the County of Tuscarawas in the State of Chio, party of the first part, and THE OHIO POWER COMPANY a corporation or ganized and existing under the laws of the State of Chio, party of
      Margaret Quillen
                                    ŧσ
      The Ohio Power Co.
The Onio Fower-Co.

party of the first part, and THE OHIO POWER COMPANY a corporation or gamized and existing under the laws of the State of Ohio, party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said party of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second purt, its successors and assigns forever, a right of way and eakment with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenents to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, or, along, over, through or across and also along any highway abutting the following described lands situated in Clay Township, in the County of Tusacraws in the State of Chic, and part of Section No. 24 Township, No. 6 N and Range No. 2 W and bounded:

On the North by the lands of Tusacraws Haver Clark Hemilton

On the Scath by the lands of Tusacraws River Clark Hemilton

On the West by the lands of Tusacraws River Clark Hemilton

TORMENER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, eross, through or over the above described premises, to cut and, at its option, remove from extendermess or the premises of the premises of the premises, to cut and, at its option, remove from extendermess or the premises of the premises, and string wires any case and extender the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and over the adjoining to the number of said poles, structures, and any of the adjoining Lands of the parties or the premise of removing at any time any or all of said purpovement
                                               To Have and to Hold the same unto said party of the second part, its successors and
                                                In Witness Whereof, the party of the first part has hereunto set her hand the day and year
    first above written.
Signed and Acknowledged in the presence of:
                                               Bert Jones
Chas. W. Hamilton
                                                                                                                                                                                                                                                                                                                        Margaret Quillen
    THE STATE OF OHIO, Tuscarawas County as.

Before me, a Notary Public in and for said County, personally appeared the above named Margaret Quillen who acknowledged that she did sign the within instrument and that the same is her
    free act and deed.
                                                 IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20 day of May
    A. D. 1932:
                                               e.
My commission expires Aug. 15, 1932.
Chas. W. Hamilton, Notary Public
My Commission Expires Aug. 15th, 1932
                                                                                                                                                                                                                                                                                                                           Chas. W. Hamilton
                                                                                                                                                                                                                                                                                                                       Notary Public (Seal)
   No Transfer Necessary J. A. Neff, Auditor.
Received Sept. 9, 1932 at 11:00 A. M.
Recorded Sept. 9, 1932.
Fee $1.35
                                                                                                                                                                                       tred a trank Recorder.
 BEED OF BASEMENT.

Ben Ruppenthal et ux This Indenture, made this 20° day of May 1932 by and between Ben to Ruppenthal and Laura Ruppenthal Husband and Wife of the County of The Ohio Power Co.

The Ohio Power Co.

This Indenture, made this 20° day of May 1932 by and between Ben Ruppenthal and Laura Ruppenthal Husband and Wife of the County of Tuscarawas in the State of Ohio, parties of the first part, and THE CHIO POWER COMPANY a corporation organized and existing under the laws of the State of Ohio, party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lesses, and tenents to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone mires in, on, along, over, through or across and also along any highway abutting the following described lands situated in Clay Township, in the County of Tuscarawas in the State of Onio, and part
                                                                                                                                                                                     DEED OF BASEMENT
```

have, its successors or assigned, are to to a voucher excelled hapment bling first made it is above at the ed Ideed for the uses and hurhour tuess thereof I have heregeto syllocited my name

Recorded Dic. 1,1914

transfer of	5979	· · · · · · · · · · · · · · · · · · ·
this leave	D. M. Hemilton et al. This agreement, Made the 12 day of Dec. A.D. 1922.	
Record Val 2	to wiressert That D M Hamilton and E M Hamilton of	
page 166 = 56)	The Logan Natl. Gas & Fuel Co. the Post Office of Gradenhutten	
		*
	and State of Cato, First party, in consideration of One dollar.,	
+	paid by The Logan Natural Gas & Eval Company (a corporation duly organized under the laws of Ohlo), Second party do hereby great, demise and let wan the second party, all the old and gray and their countriesms in and under the informat department from the second party. By the old and gray and their countriesms in and under the informat department from the second party.	,-,
//d	the matter print, densite and the main the stand porty, all the old and pray and their constituents in and made the following despitice that of land, and also said nearly of the first to use a first of the constituents of the constituent of	
1518	and of land is situated in the TOWNShip of Clay	
' ' '	and is bounded and described as follows, to-wit:	İ
	On the North by lands ofHemilton.& Hogboor	
	On the East by lands of	
	On the South by lands of Herriaton	
	On the West by lands of Tuscarewas River	
FOR RECORD OF A	£k <u></u>	
TRANSPER OF THIS		
SEE BELEASE RECORD	m	
VOL. 3 PAGE /53	buildings unless both parties consens thereto; to bere and to hold the spine upto and to; the use of the record ports, successors and apilicat, for the same obligations.	
	buildings univers both parties expired theorem, to have and to hold the same union and for the use of the record party, successors and assign, for the same of the form of the first party from the date haven, and as much longer as and in eyal, a lound in paging quantities, excepting and rescripting to the first party the consciously party of the and paged and acred from the greatists, delivered into pipe lies to the first party's credit and for each yell that produces gut in sufficient quantities to ignify.	
	pears from the date hereof, and at much longer as only or par is injusted to particle, excepting the extraction of the inter-set? the non-engine part or share of all the oil projected and sarred from the presentation, while the control of the particle of the part of the particle of the	
	office a series to the state of the series o]
	there of our began in exercis of Two Indiced Thousand outbit for place in the part of our began the court problems are not of the Learner in the town nearest the problems above described and the measurements and opposition, their by by the part of the tay on the like. This problems is more considered that the court of the court	
	will burn said first in improved appliances for cooking, heating and lighting, unit seemed purp to have privilege of beyonding dates below held the first in small times thereafter. Upon a little to enterly with the foregoing provisions, related to from one the Lexico shall have the right fortier in shall have the right fortier in the first force as used the afternation conditions are conforted with.	
	The second party shall have the right to free one of particlest gree, will never from the president to rue all necessary machinery for deliting seld operation willow the president formation.	•
	Second party covenants and agrees to commence operations upon said premises within	
	unavoidable delays and accidents only excepted, or to pay to said first party E1 ght \$8.00 Dollars annually, payable guarterly	1
	in advance, for each year thereafter the complementation is delayed; the completion of a well upon and premiers magnetisms of sit of the completion of a well upon and premiers magnetisms of the grantest of a part of a part of a part of the grantest of a part of the premiers of a part of the pa	· —
	Said payments if the second party elects to pay the same, shall be paid by check mailed direct to Gradienhuttan	1 }
	Post Office TUSCAPSWAS County, Onlo, or may be paid by depositing the same to the credit of D. M. Henillian.	' !
	in the Gnadenhuttan Back of Gnadanhuttan Ohio,	
	A CONTRACTOR OF THE PARTY OF TH	-
	The second section of the second section of the second second section of the s	
	Topper hereby warrants and agrees to deleng the tile to the lands herein despitied, and agrees that the lease rholl have the right at any sines to reduced fectively, by portects, any moregony, must be charged from the helper despited, and agrees that the lease rholl have the right at any sines to reduced for the helper despited, and agrees that the lease rholl have the right at any more of the right at the helper despited, and agrees that the lease of the right at the	
	factor, by payreous, any mortgagers, made or other lines on the above described lands, in the event of detactic of payment by factor, and it submigned is the lightest described by the payreous and the state of the payreous described by the payreous described of the payreous described of the payreous described of the described of the control of the payreous described of the desc	
	tirely.	-
	IN WITNESS WHEREOF, the said parties have because subscribed their names on the day and year first above written.	
	Signed and acknowledged in presence of us	
1 ; ;	F O Sigler D. L. yemilton	
	L.Galbraith E. M. Samilton	
		l – n:
	ATTEST: The Togen Netural Gas & Fuel	
1	Olive G. Delamater Company (Seal)	•
	Its Assistant Secretary. By E. F. Jackson Assistant to the President.	12.8
	THE STATE OF ORIO.	$ \cdot, \cdot -\cdot $
	County of TUSCARAWAS	
	On this 22nd Tay of Dean , A. D. 1922, before me, the subscriber, aNotary Public in and for	
	said County, personally came the within named B. M. Hewilton and E. M. Hemilton	1 -
		1 7
	the lessor in the within lesse and acknowledged the signing thereof to be their voluntary act and deed, for the purposes	
	therefo mentioned.	عد ا
	IN TESTIMONY WHEREOF, I have becomes subscribed my name and affixed my notarial seal, on the day and year aforesaid.	
	Received Jan 31, 1923 at 9:00 A.M. L. Galbreith	
	Recorded Feb. 24, 1923. Fee \$1.60 Motory Fublic(Seel)	
	Recorder	ļ. j
		. '

between Chas. W. Hamilton, Alice C. Hamilton his wife of the Chico Fower Co.

The Chico Fower Co.

The County of Tuscerawas, in the State of Ohio, parties of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

Witnesseth: That for and in consideration of the sum of one & 90/100 bollars in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell; convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and subscrity to said party of the second part, its successors, assigns, lessees, and tenants to construct, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or sores the fellowing described lands situated in Clay Township, in the County of Tuscerawas in the State of Ohio, and part of Section No. . . Township No. 6N and Bange No. 2W and beunded: over, through or across the following described lands situated in Clay Tomeship, in the County of Tuecarawas in the State of Ohio, and part of Section No. Township No. EN and beauded:

On the North by the lands of Tuecarawas River & Jose Hamilton heirs.

On the East by the lands of Peter Claser, John Blind.

On the South by the lands of Ira Shall, B. Demuth.

Tockfilm with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fintures; and string whree and cebies, eding thereto from time to time, across, through or over the above described premises, to cut and femouse from and premises or the premises of the particle of the first part adjoining the same on either side, any trees; overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or whree attached thereto cany structure on said fremless, and the right of ingress and egressate and over said above described premises, and any of the adjoining lands of the partice of the first part, at any end sail times, for the purpose of patroling the line, of repairing, renewing or adding to the improvements of said poles, structures, fixtures and wires, and for doing smything nessessity or marked poles, structures, fixtures and wires, and for doing smything nessessity or marked provided premises of patroling the line, of repairing, renewing anything nessessity or marked provided however, the said line of said improvements erected upon over; or on said land, together with the rights, assessments, privileges or the said renewed at the right of said improvements or situations in the said provided however, the said line of the first injuries of the said species of assistance of assistance and said lines. All claims for demands of the first particles, the importance of said lines. All claims for demands in the operation and maintenance of said lines. All claims for demands the first mark have sors and assigns.

In Witness Whereof, the parties of the first part have hereunto set their hand end seal the day and year first above written.

Signed and Acknowledged in the presence of: Chas. W. Bemilton D. K. Thompson Aldoo C. Hamilton Ernest Hogue The State of Chio, Tuscarewas County ss.

Before me, a Notary Public in and for said County, personally excessed the above named Chas. W. Hamilton and Alice C. Hamilton who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITHERS WEERED, I have hereunto set my hand and official seal on this 4th ley of April A. D. 1928. Received June 16, 1928 at \$200 A. M. Received June 29, 1938. Ernest Hogue Notary Public (Seal) thes a charlescorder. DEED OF EASEMENT

Dennis W. Hamilton et ux

This Indenture, made this 5th day of April 1928 by and

between Dennis M. Hamilton His wife of

the Ohio Power Cot

the County of Tuscareass, in the State of Ohio, party of the Second part

tion organized and existing under the laws of the State of Ohio, party of the Second part

witnesseins that for and in consideration of the sum of the 500/100 Dollars

In hand paid to the parties of the first part by the party of the second part, the

receipt of which is hereby acknowledged, said parties of the first part hereby grant,

angain, sell; convey, and warrant to the party of the second part; it's uncessor's and

assigns forever, a right of way and easement with the right, privilege and authority

to said party of the second part, its succoscore, assigns, leasees, and termints to con
struct, erect, operate and maintain a line of poles and wires for the purpose of trans

mitting electric or other power, including telegraph or telephone wires in, on, along,

byer, through or across the following described lands significantly for the

and Range Fo. 2 W and bounded; 4137 DEED OF EASEMENT county of Turcanewas in the State of Ohio, and part of Section No. . . Township No. 68 and Range No. 2 Wand bounded:

On the North by the lands of Pater Zimmerman, J. B. Hamilton "estate".

On the East by the lands of Mary A. "emilton on the Seat by the lands of Mary A. "emilton on the Mast by the lands of Mary A. Hamilton. & Turcanewas River.

TOWNSHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, and to the number of, and relocate at will poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above

described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patroling the line, of repairing, renewing or adding to the number of said poles, atractures, fixtures and wires, and for doing any thing necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, ore on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said THE OHIO FOWER COMPANY, its successors or assigns, shall further pay to us or our heirs or assigns, the sum of \$5.60 for each additional pole erected on said lands, hereinbefore described, from timetro time, whenever and as soon aslamy poles are erected thereon. Grantee will immediately repair or replace all fences, grates, Grains and ditches injured or destroyed by it on said premises or pay fences, gates, drains and ditthes injured or destroyed by it on said premises or pay frantier all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for demages caused in the operation and maintenance of said lines, shall be made: at or mailed to the office of the Grantes at One South Fourth Street, Columbus, mane at on manner to the office of the Grantee at the South Fourth Street, Columbus, Ohio, within thirty days after such demages accrue. If Granter and Grantee cannot agrees on the smount of damages, the same shall be arbitrated. Any trees cut will be paid for by Beard Measure, using Scribner's Bumber Rules, at the market price in vising ty, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its success

sors and against the same unto said party of the second part, its successors and against the second part, its successors and against the second part its successors and against the day and year first above written.

Signed and Acknowledged in the presence of:

D. M. Thompson Ernest Hogus

Dennis M Hamilton Eve M. Hamilton

The State of Chic, Tuscarawas County ss.

Before me, a Notary Public in and for said County, personally appeared the above named Dennis W. Hamilton and Eva M. Hamilton who acknowledged that they did sign

the within instrument and that the same is their free act and deed. IN WITHESS WHEREOF, I have hereunto set my hand and official seal on this

th day of April A. D. 1928.
Received June 16, 1922 at 9:00 A. M.
Recorded June 20, 1929.
Fee \$1:35 / had Fred a Frank ROCOTGET.

Ernest Hogue Notary Public (Seal)

4158

DEED OF KASEMENT

Alvin A Huston et ux

This Indenture, made this 27th day of March 1928 by and between alvin A. Huston, his wife of the Chio Power Co.

The Chio Power Co.

The Chio Power Co.

The Chio Power Co.

The Chio Power Co.

The first part, and THE CHIO POWER COMPANY, a corporation of the first part, and THE CHIO POWER COMPANY, a corporation of the sum of the Action of the second part.

Witnesseth: That for and in constituration of the sum of the Action Collers in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part bereby grant, bargain, sail, convey, and warrant to the party of the second part, the second part, the successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the decond part; its successors, assigns, lessess, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, byen; through or across the following described lands situated in Salem Township, in the County of Taxcarawas in the State of Ohio, and part of Section No. . Township No. 6 N and Range No. 2 W and bounded:

the County of Tuscarawas in the State of Ohio, and part of Section No. . Township
No. 6 N and Range No. 2 W and bounded:

On the North by the lands of Ed. Wolf.

On the South by the lands of L. Schupp, John Blind Est.

On the South by the lands of J. Kail.

On the West by the lands of D. C. Walton, C. S. Brener

TOGETHER with the right to said party of the second part, its successors and assigns; tomplace; erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, adding thereto from the to time, across, through or over the showledge the first part adjoining the same on either side, any treat; overhanging branches or other obstructions which may endanger the safety or interfers with the use of said poles or fixtures or wires attached thereto or any structure on said gramises, and the right of ingress and expess to and over said above br interfere with the use of seid poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and sny of the adjoining lands of the parties of the first pert, at any and all times, for the purpose of patroling the line, of repairing, renewing or adding to the number of said poles, structures, flixtures and wires, and for doing snything necessary or useful or convenient for the enjoyment of the essement herein granted, also the privilege of removing at any time any or all of said improvements errotted upon over, or onisaid lands, together with the rights, essements, privileges and appurtenences in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said THR CHIO FOWER COMPANY, its successors or assigns, shall further pay to us or our helps or said the sum of \$5.00 for each additional pole erected on said lands, hereinbefore described, from time to time, whenever hall as soon as any poles are erected thereon. Grantee with immediately repair or replace all fames, gains, drains and ditches injured or destroyed by it on said grantees all fames, gains, chused by the construction, operation and maintenance of said lines. Mir claims for damages done to the fences drains, ditches, crops and stock on the premises herein described, chused by the construction, operation and maintenance of said lines, whill be made across the forder of the Grantee at one South Fourth Street, Columbus, made strong mailed to the office of the Grantee at One South Fourth Street, Columbus, Onio, within thirty days after such damages accrue. If Granter and Grantee cannot agree on the amount of damages, the seme that I be arbitrated. Any trees cut will be paid for by Board Messure, using Scribmar's Lumber Hulles, at the market price in vicinity, and this indenture contains all signeements, expressed or implied, between the parties hereto.

To have and to Hold the same unto said party of the second part, its successions and second part, its successions and second part, its successions. ors and assists.

In Witness Whereof, the parties of the first part have hereunto set their hand and scalthe day and year first above written.

STATE OF	Les 1	DE this Dele	the day of p	Sept 72 PAGE 895
County of 32	scarawe.	before me, a	stary Pi	th, and for said Ook
personally appeared	d the said William	word Will	len 4 ma	ry I Million
who neknowledged	500 D A	ign and seel the foregoing las	The second	spee ath and deed
JANE CAPES, TUSCARAWAS CO COMMISSION EX	NOTARY FURTHER COUNTY, OHIO MY PIRES JAN. 17, 1960	real, the day an	d year aforesaid.	plany Public, Justing to the Passe.
STATE OF		On this	day of	
County of		before me. s		6 jand for Said Cou
personally appeared		ign and sent the foregoing ins		
who acknowledged WITNESS my			d year pioresaid.	free set and deed.
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 - 5 - <u>2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - </u>	
			. 13.4 N	stary Public, Justice of the Peace.
	10.00			
•			and the same of th	
		e status de la companya de la compan		
		ન કે ફેર્ડસ્ટ્રિકિફિક્ટિફેન્ટ		
t'	V. 3	and the first the second of th	and the first of the control of the second o	Carrier Carrier (1997)
1.7	· · · · · · · · · · · · · · · · · · ·	rea is filed to be a filed by the filed of the control of the cont	ા ભાગા તાલુક મુશ્કિમી કર્યું કરવા છે. આ પણ કર્યું કર્યું છે. આ અમાર્કિક માટે કર્યું કર્યા છે. જે માર્કિક કર્યું કર્યા છે. આ આપ્રાંતિ કર્યા કર્યા કર્યા છે. જે જે જે માર્કિક માટે છે.	in a distribution of the second section of the section of the second section of the section of the second section of the second section of the
		and the second s	ang garang pang ang tidang berapa Kanggarang garang ang tidang pang ang	Rest of the first of the second of the secon
	Variable of the second		A STATE OF THE STA	
	And the second		The state of the s	and the second of the second o
Ž .			and the state of t	
o ≪	7.7.0% \$2.85 \$2.00			
3 0		3.40.00	A Park Street	
3	The state of the s	Andrew Services	18 25 25 2	
o X				
<u> </u>				
This lease is	hereby cancelled an	nd surrendered this	day	of
Witness:			4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ST OHIO GAS COMPANY
		The second secon		
.		اله و بيده منظم منظم منظم المنظم ا والتمام المنظم	J. E. SCHAEFER, V	Anager Exploration & Development
	in the second second	The second secon	Control of the Contro	and the standard
This Instrument	prepared by The East Ohio	Gas Company		
			Section 1	ا الأرق في من شيعه من المحمد المعالم ا
			ได้ รุงกับที่ เกาะไม่ (เครื่อย) พระนะ เมษายน (เครื่อย)	Commence of the same and the
er er er er e rd j	The same of the same of	And the state of t	المرور والمحدد التراث <u>المتواجدة المواد الم</u> راد المراث ال	A STATE OF THE STA
		- Com - 1/25 - 10	53.00	The state of the state of
A 200	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	13.39	aliterational Clark	Marie Lagrand Carl Carlotte
	SAS	MARK STATES		19 2 - 10 10 10 1
30				2 2 2 3 1 - 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
ا مم	. P	CAS CO		87 7
969	STOR From		문 를 걸	
32398	. 🗚 🟋 🚶	EAST OHIO (7AS COMPA 1777 EAST WHYE SIL CLEVELAW, OND (414)	RECEIVED FOR RECORD RETERMENT WIND CONTRACTOR RECORD	
ຕ	NA 10	77/27 O HE SE		Q/Q3
7	88 Jan 198	W. P. B. S.		We was
8	1, c	Tata		Page 1
	ु: 5 3		The second secon	O 12 MES 14
o =		Section 1	22339	22 20 80A

57781

118 > 549

MEMORANDUM OF LEASE

This Memorandum of Lease made this /s day of August, 1983, between Wilhur P. Miller and Mary Lou Miller, husband and wife, hereinafter referred to as "LESSOR", and Burning Hollow Coal Company, a corporation organized under the laws of the State of Ohio, hereinafter referred to as "LESSEE".

WITNESSETH

That LESSOR has demised and leased to LESSEE that certain coal in Tuscarawas County, Ohio, as described as follows:

See Exhibit "A" attached consisting of two (2) pages.

To have and to hold the same and to be used for the purposes and upon the rentals and other terms, covenants and conditions as more particularly set forth in that certain unrecorded lease entered into as of the form day of first 1983, between LESSOR and LESSEE hereto for a term of three (3) years, giving said LESSEE the rights to strip mine all coal that can be profitably mined, stripped or augured that is underlying said tract of land, to commence on the

IN WITNESS WHEREOF, LESSOR and LESSEE have set their hands thereto this 1577 day of August, 1983.

Signed and acknowledged in the presence of:

n the presence of:

Robbly macheux

muite

Wilbur P. Miller, husband

Mary Loy/Miller, wife

LESSOR

Ruff Machene

THE BURNING HOLLOW COAL COMPANY

By: Raymond Lahmers, Jr., President

LESSEE

PREPARED

MICHAEL A, COCHRAN ATTORNEY AT LAW PHONE 1-614-254-9429 115 N, CHARRY STREET GNADENHUTTEN, OHIO 44829

4

Situated in the Township of Clay, County of Tuscarawas and State of Ohio Being a part of Lot Number Twenty-four (24) of the Gnadenhutten Tract and being a part of a 12.22 acre tract conveyed to Ralph W. and Esther M. Johnson by Warranty Deed recorded in Volume 379, Page 327 of the Tuscarawas County Deed Records and being more fully described as follows:

Beginning at the Northwest corner of the above mentioned Lot Number Twenty-four (24); thence South 18 deg. 06 East, 362.1 feet; thence South 1 deg. 48' East 266.87 feet; thence South 7 deg. 09' West, 279.70 feet; thence South 5 deg, 00' East 225.0 feet; thence South 26 deg. 00' West, 33.0 feet to a point in County Road No. 10 and on the northeasterly line of the above mentioned 12.22 acre tract and being the most northerly corner of a 1.97 acre tract conveyed to Frank Verhovec Jr. and Sharon Mae Verhovec by Warranty Deed recorded in Volume 453, Page 827 of the Tuscarawas County Deed Records; thence with the northeasterly line of said 12.22 acre tract South 52 deg. 10' East, 219.78 feet to a corner of said 12.22 acre tract and the true place of beginning of the herein described tract to be conveyed; thence from this true place of beginning and with the northwesterly and easterly lines of said 12.22 acre tract the following two courses and distances North 73 deg. 00' East 40.92 feet to the most northerly corner of a 4.35 acre tract conveyed to Ruth E. Grimm by Certificate of Transfer recorded in Volume 403, Page 315 of the Tuscarswas County Deed Records and South 6 deg. 45' West 970.40 feet to the southeast corner of said 12.22 acre tract; thence with the south line thereof North 78 deg. 001 West, 608.34 feet to the southwest corner of a 0.25 acre tract conveyed to Wilbur P. and May L. Miller by Warranty Deed Recorded in Volume 395, Page 478 of the Tuscarawas County Deed Records; thence with the west line of said 0.25 of an acre tract and the west line of said 12.22 acre tract North 1 deg. 15' East 458.70 feet to a corner in said 12.22 acre tract; thence with the northwesterly line of said 12.22 acre tract North 29 deg. 36' East, 170.36 feet to the most westerly corner of a 1.546 acre tract; thence with the southwesterly, southeasterly and northeasterly lines of said 1.546 acre tract the following three courses and distances South 46 deg. 02' East, 362.46 feet to a post; thence North 43 deg. 58' East, 175.00 feet to a post and North 46 deg. 02' West, 80.00 feet to an iron pin at the most southerly corner of said 1.97 acre tract; thence with the southeasterly and northeasterly lines of said 1.97 acre tract the following two courses and distances North 43 deg. 58' East, 384.18 feet to an iron pin and North 52 deg. 10' West, 19.90 feet to the true place of beginning, containing 8.97 acres more or less but subject to all legal highways.

Excepting therefrom 0.25 of an acre tract conveyed to Wilbur P. and Mary L. Miller by Warranty Deed Recorded in Volume 395, Page 478 of the Tuscarawas County Deed Records, conveying hereby 8.97 acres.

The above description prepared by T. Dean Davidson, Registered Surveyor No. 4776 who certifies the acreage to be correct.

Situated in the Township of Clay, County of Tuscarawas and State of Chio: And known as part of Lot Number twenty-five of the Gnadenhutten Tract bounded as follows, to wit: Beginning at a beech tree 18 inches in diameter on the east line of said Lot North 2 deg. East twenty-seven chains and nineteen links from a stone at the southeast corner of said lot; thence north 2 degrees east seven chains and sixty-seven links to a maple six inches in diameter on the south bank of the Tuscarawas River and at the northeast corner of said lot; thence down the river with the south-east bank thereof to an ash tree 16 inches in diameter marked with 3 notches on its north side and 3 notches on its east side; thence south 79½ degrees east three chains and sixty-six links to the place of beginning containing 1 3/10 acre, be the same more or less.

ALSO: Situated in the Township of Clay, County of Tuscarawas and State of Ohio and known as a part of lots number twenty-four (24) of the Gnadenhutten tract and also part of Lot numbered twenty-five of the Gnadenhutten Tract bounded as follows, to wit: Beginning at a beech stump 18 inches in dismeter on the west line of said lot twenty-seven chains and mineteen links north of the southwest corner of said lot; said stump being at the southeast corner of 1 3/10 acres and owned by said Grantee; thence south 2 deg. West seven chains and thirty-eight links to a stump; thence south 54 deg. east twenty-four chains and eighty-five links to a ... stake on the east line of said lot 24; thence North 1 deg. East twenty; chains and twenty-five links to a stake in the road from Gnadenhutten to Westchester 66 feet north of a stone at the south-west corner of a 20 act tract of land owned by Marion Burdette; thence south 82 deg. 46' West six chains and thirty-six links to a stone in said road; thence North 794 deg. West fourteen chains and four links to said beach stump 18 inches in diameter; thence north 791 deg. West three chains and sixty-six links to an ash 16 inches in diameter on the east bank of the Tuscarawas River; said tree having 3 notches on its north side and 3 notches on its east side; thence south 16 deg. West along said river four chains; thence south 46 deg. East six chains and sixteen links to a stone on the east boundary line of said lot 25; thence North 2 deg. East seven chains and thirty eight links to the place of beginning, containing twenty-eight and three-fourth acres and being 2 acres in said lot 25 and 26 3/4 acres in said lot 24.

ALSO: Situated in the Township of Clay, County of Tuscarawas and State of Chio and known as part of Lot Number twenty-four (24) in the Gnadenhutten Tract bounded as follows: Beginning for the same on the west side of said lot at a point in the middle of the old road leading from Gnadenhutten to Westchester; said point being the southeast corner of a tract of 1.3 acres conveyed to Dennis M. Hamilton by deed from Joseph A. Hamilton et al. and of record in Vol. 139, Pages 75-77-78-79 of the Deed Records of said county. Said point being also the southwest corner of a certain tract of land now owned by the Grantors in the said Lot \$24 in the Gnadenhutten tract, thence in a northerly direction along the west line of said Lot 24 ninety feet; thence in an easterly direction on a line parallel with the south line of said grantors lands one hundred twenty-one (121) feet; thence in a southerly direction on a line parallel with the west line of said Lot \$24; ninety (90) feet; thence in a westerly direction one hundred twenty-one feet to the place of beginning, containing one-fourth of an acre.

THE STATE OF OHIO COUNTY OF TUSCARAWAS

Before me, a notary public in and for said County, personally appeared Wilbur P. Miller and Mary Lou Miller, husband and wife, who acknowledged that they did sign the foregoing instrument between themselves and the Burning Hollow Coal Company and that the same is their free act and deed for the uses and purposes therein intended.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 15th day of September, 1983.

> Notary Public Notary Public Enter- Control of 193

THE STATE OF OHIO COUNTY OF TUSCARAWAS)

Before me, a notary public in and for said County, personally appeared the above named Burning Hollow Coal Company, by Raymord Lahmers, Jr., its President, who acknowledged that he did sign and seal the foregoing instrument between Wilbur P. Miller and Mary Lou Miller, husband and wife, and the Burning Hollow Coal Company, by authority of the Board of Directors of the said Burning Hollow Coal Company, and that the same is the free act and deed of the said Burning Hollow Coal Company, and the free act and deed of the said Raymond Lahmers, Jr.

57781

RECEIVED FOR RECORD DORIS M. GODFREY, County Recorder 2:56-P.m.

EP 1 9 1983

This instrument prepared by MICHAEL A. COCHRAN ATTORNEY AT LAW PHONE 1-614-254-9429 116 N. CHERRY STACKT GNADENHUTTEN, OHIO 44629

brillers called the Lesson PHILESSETH T at the and Lesson in consideration of the sum of one dollar, the receipt of which is boroke as in ordered and less and the commons and unrecovered through the constitute does broke that the control and of the commons and unrecovered through the constitute does broke the truth the Lesson with the following the less and the tree and the tree and of the constitutents of cilium, in or under the body breaked does between the chart the reach state of the pure of defilies and operation for all time for the pure of defilies and operation for all time for the pure of defilies and operation for all and where the longer through the crue of the former's a decrease and operation in the body and another produced in the reach and for the constituents of the constituents of the constituents of the pure of the constituents of the
between the Lesson the Lesson in the Lesson
between the Lesson the Lesson in the Lesson
THE PERSON To be the said Learn, in consideration of the sum of one dallar, the receipt of which is bereby as in ordered and it the continuents and service and are remarked to the continuents of service and are said to the continuents of editor, in or under the bank bereins to service, to define with the continuents of editor, in or under the bank bereinstater describe, to define with the continuents and also the right to the fact bereinstated and are the right to the fact of the said service of definition and operation for all time for the pure of the said time for the said water that one are said enough a much of right to the fact of the said water that the rest of the fact of the said of the said of the fact of the said of th
the Lessee. PHILIPSETH That the said Lesser, in consideration of the sum of one day, the receipt of which is berefer as involuted and of the commons and exercise the term date contained, does harder than date the Lessee all of the officers and it to contained and interest that the lands bereinstitute destribute to effect with the exclusions while to efficie the process of adultion and operature for all time in the parties of adultion and operature for all and water that to parties to not occurred as much of the common in a manufacture to retrieve the contained to the contained and operature for all times in machines and manufacture to the parties of a machines and operature for the value of the contained to the contained and the contained to t
the Lessee. PHILIPSETH That the said Lesser, in consideration of the sum of one day, the receipt of which is berefer as involuted and of the commons and exercise the term date contained, does harder than date the Lessee all of the officers and it to contained and interest that the lands bereinstitute destribute to effect with the exclusions while to efficie the process of adultion and operature for all time in the parties of adultion and operature for all and water that to parties to not occurred as much of the common in a manufacture to retrieve the contained to the contained and operature for all times in machines and manufacture to the parties of a machines and operature for the value of the contained to the contained and the contained to t
the Lessee. PHILIPSETH That the said Lesser, in consideration of the sum of one day, the receipt of which is berefer as involuted and of the commons and exercise the term date contained, does harder than date the Lessee all of the officers and it to contained and interest that the lands bereinstitute destribute to effect with the exclusions while to efficie the process of adultion and operature for all time in the parties of adultion and operature for all and water that to parties to not occurred as much of the common in a manufacture to retrieve the contained to the contained and operature for all times in machines and manufacture to the parties of a machines and operature for the value of the contained to the contained and the contained to t
PUTITIESSEND To use the said Leaver, in consideration of the sum of one dults, the receipt of which is bereby no in written in a construction of the sum of one dults, the receipt of which is bereby no in written in a construction of the sum of the construction of th
and set and of the constituents of ciliary in another the leader flow freely front must be bessed all of the constituents of ciliary in the leader hands for ciliary in the constituents and ciliary in the constituents and ciliary in the constituents and ciliary ciliary in the constituents and ciliary c
the North North by the lands of
See No. County of All Section State of Section State of Section Sectio
ond State of Sold Company of State of Sold State of Sold State of Sold Sold Sold Sold Sold Sold Sold Sold
On the Best be the lands of West Haltert H Be -1- 14
27 100 Comment
Co the South by the leady of 1 Co-offe !
or or state by the first of the state of the
On the West by the lands of S. L. S. S. S. L. S.
containing. Setter, more or less bring of the land council by Laser in soid (District) (Township). It being understeed, however, that no well shall be
drilled within the first of the barn or dwelling on said premises without the consent of Lesses.
in consideration of the gramiess the said parties coverant and agree as follows: Larger to deliver to the Larger in tasks of pipe lines one cleath (%) of the oil produced and caved from the premise.
Lesson to get the profiles of rock as well from the time and while as is marketed an annual region of Two
Legion to runtive the \$\alpha\$ of the proceeds from the sale of res. (at \$\infty\$ the 21 on \$\text{fb}\$) from this tract, to be paid on or but on the 20th of the month following the month in which eachs sold.
Should coinchead the be marketed from any oil well however, the annual tental shall be breaty-five (\$25,00) for year for 60 to 00 to 15 december 4 year.
Let us to a minimum a will on add promises within. 10. 11. Je from this date or pay to Lessor throater gold such will be order that leave surrendered. If a cas well be completed before the end at the term for which would be a result on the gas well remained that it is then until for delay, the uncertail printer of Soid result shall be a create on the gas well results.
The condition which we requested by Lerror, all pipe limb used to conduct this or oil aff the provides and pay all domains to provide copy, caused by Lerror, all pipe like larger and damager, if not mutually agreed upon, to be a curtained and externalized by three desinterestal potents, one thereof to be appointed by the Lerror, one by the larger can be then the chiral by the two so appointed as afformation and the award of such three persons shall be final and conclusive.

VOL 1/2 PAGE RECORD

470

And the second s	
it and of the line are an earth probable and this peak, as horse provided, are and will be accepted by Lesson at the death and the form of the back and the second with Large as to whether or not it shall drill a well on which it was a more earning. The death products will on a choice of on our come commit. The death of the trained that I per is not the owner of the entire teat above described than and therefore a character of the contract of the contract of the contract of the death of the contract of th	
to decrease of the motors also on this terry may be reads by such or check to. Little the proof they	
a kingth of made pay the transfer and mailed to	
Each of made pay the second the actions of any authorities of the each of the least	
All cross and and conthinus between the markes become that under a their being consistent successory and across as the filler to the best per representation of the contract o	
(IV. S.)	
(Soft)	
(Soft	
	v
STATE IN COSTS NA	
Section of Desirations in the Country of the Section of the Sectio	
Turning organic for the first the forests for forests to be forest and southern as and for the forest and southern state or the first forests for forests to be forest to be f	
Through the first of the freezence in correct to be. In testimony markets I have hereunte out my hand and efficient my. College the first of the freezence in correct to be. In testimony whereof. I have hereunte out my hand and efficient my. College the first out of the firs	17.6
Through any and the second forwards to be to the second for the se	Mary contraction
Through organic for any first the second of the following for the first to be the following for the first the following following for the following followin	Mary and West
Through appeals to the many section of the forest to be to the control of the first of the forest to be to the control of the forest to be to the control of the forest to be to the control of the forest to be the control of	Mary and Mary
Through organic for any first the second of the following for the first to be the following for the first the following following for the following followin	April 1997
Enterprise and the first of the forest to be a first on the first of t	Man well
Through the probability of the forestent incorrect to be the solution and the forest f	They want the
Entered to the set of	Mary Mary Conference
Enterwise arranged to the forest to be a second to be a second to be a second to the s	Mary Mary Control
Executive arranged by the state of the forested forested to be the state of the sta	Mary and Mary
Therefore appears to the street and the forest to be to be a solution and and for the least of the street and street an	And the second
Executive arranged by the set of the forested incorrect to be set of the set	And when we will
Exercise arrows the second sec	Management of the state of the
The control of the state of the forested for court to be a set for the state of the set of the s	Sept. March.
Exercise arrows the second sec	Manage and Company

ysb.



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.)

Pro	Property Address: 8905 GILMORE ROAD 6	VADENHUTTEN OHIO
	Buyer(s): Seller(s): MILLER ET AL	
*****	I. TRANSACTION INVOLVING TWO AGENTS	IN TWO DIFFERENT BROKERAGES
The	The buyer will be represented by	, and
The	The seller will be represented by	, and
If t	II. TRANSACTION INVOLVING TWO AGE If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship t	
	Agent(s) Agent(s) Involved in the transaction, the broker and managers will be "dual agents they will maintain a neutral position in the transaction	work(s) for the buyer and work(s) for the seller. Unless personally ents", which is further explained on the back of this form.
	☐ Every agent in the brokerage represents every "client" of the brokera	ge. Therefore, agents buyer and seller as "dual agents". Dual agency is explained position in the transaction and they will protect all parties' of nor the brokerage acting as a dual agent in this transaction.
— Ago	Agent(s) Donk WALLICE AUCTION INVOLVING ONLY	ONE REAL ESTATE AGENT Diokerage ISTOCAL MATHIA CLERITY will
		tral capacity. Dual agency is further explained on the back of transaction and they will protect all parties' confidential kerage acting as a dual agent in this transaction has a
	represent only the (check one) seller or buyer in this transaction represent his/her own best interest. Any information provided the ag	n as a client. The other party is not represented and agrees to ent may be disclosed to the agent's client.
	CONSEN	T
	I (we) consent to the above relationships as we enter into this real est (we) acknowledge reading the information regarding dual agency ex	ate transaction. If there is a dual agency in this transaction, I blained on the back of this form.
	BUYER/TENANT DATE S	LINES D- Lenelli 1-14-08 ELLERITANDIORD DATE
	BUYER/TENANT DATE S	GERLANDLORD DATE DATE

Lead Warning Statement

Sel	ler's Discl	osure				
(a)	Presence	of lead-based paint a	nd/or lead-base	d paint hazards	(check (i) or (ii) below):	
	(j)	Known.lead-based pa (explain).	int and/or lead	-based paint ha	zards are present in the	e housing
	(ii)	Seller has no knowled	ige of lead-base	ed paint and/or l	ead-based paint hazard	ls in the housing
(b)	Records	and reports available t	o the seller (ch	≥ck (i) or (ii) belo	w).	o in the nousing.
· .		Seller has provided th	ne purchaser wi	fb all available r	ecords and reports per housing (list document	taining to lead- s below).
	(ii) \nu	Seller has no reports hazards in the housir	or records pert	aining to lead-ba	ased paint and/or lead	based paint
Pu	rchaser's	Acknowledgment (init	ial)		er e	
(c)		Purchaser has receive		information liste	ed above.	
(d)					nily from Lead in Your Ho	om <i>e</i>
(ė)	Purchase	er has (check (i) or (ii) b	elow):		my ji om zeda in rodi 110	ATTE.
	(i)	received a 10-day op	portunity (or mi	utually agreed up of lead-based pa	pon period) to conduct aint and/or lead-based	a risk assess- paint hazards: or
	(ii) <u> </u>	waived the opportun lead-based paint and	ity to conduct a	a risk assessmen	t or inspection for the	presence of
Ag	ent's Ack	nowledgment (initial)				 , `
(f)			the seller of the consibility to en	seller's obligations	ons under 42 U.S.C.485	52d and is
Cei	rtification	of Accuracy				
The	following		ne information at and accurate.	ove and certify, to	the best of their knowle	edge, that the
(2	m & B	Lend	7-14-08 Date	X CO	u terroll	Thillas
Sel	ler		Date	Seller	a Jewyy X)	/ Date
Pur	chaser		Date	Purchaser		Date
Āģ	ent		Date	Agent	<u>' </u>	Date





Prop	erty Address: <u>8905</u>	ILMORE ROAD	SNADEN HUTTEN, O	410
Buy Sells	er(s): MILLER E	TAL	SNADEN HUTTEN, O	-
	I. TRANSACTIO	N INVOLVING TWO AGEN	IS IN TWO DIFFERENT BROKI	ERAGES
The	buyer will be represented by	AGËNT(S)	and s	ROKERAGE
The	seller will be represented by	AGENT(S)	, and	ROKERAGE .
If tw	II. TRANSAGE of agents in the real estate broker esent both the buyer and the selle		GENTS IN THE SAME BROKER	AGE
	Agent(s) Agent(s) involved in the transaction, the b	roker and managers will be "dua	work(s) for the b	eller. Unless personally on the back of this form.
	on the back of this form. As dua confidential information. Unless	will be working for both I agents they will maintain a neu indicated below, neither the age	terage. Therefore, agents, the buyer and seller as "dual agents' tral position in the transaction and the mt(s) nor the brokerage acting as a diver or seller. If such a relationship de	ey will protect all parties' lal agent in this transaction
Age:	nt(s) DonRWALLICE	NSACTION INVOLVING ON	LY ONE REAL ESTATE AGENT	THIAS REDUTY WILL
	be "dual agents" representing bo this form. As dual agents they w information. Unless indicated be	th parties in this transaction in a vill maintain a neutral position in clow, neither the agent(s) nor the	neutral capacity. Dual agency is furt the transaction and they will protect brokerage acting as a dual agent in t seller. If such a relationship does ex	her explained on the back of all parties' confidential his transaction has a
			ction as a client. The other party is no agent may be disclosed to the agent	
		CON	SENT	
	(we) acknowledge reading the ir	formation regarding dual agency	d estate transaction. If there is a dual vexplained on the back of this form. X Homes L. Miller	
	BUYER/TENANT	DATE	X Thomas L. Mille. X Jan M. Mille	7-12-08 7-12-08

Lead Warning Statement

Sel	ler's	Discl	osure					
(a)	Pre	sence	of lead-based paint	and/or lead-bas	ed paint hazaro	ds (check (i) or	(ii) below):	
· · · .	.(I).	<u> </u>	Known.lead-based (explain).	paint and/or lea	d-based paint i	nazards are pre	esent in the ho	using
٠.								
	(ii) _	1/	Seller has no know	ledge of lead-bas	ed paint and/o	r lead-based pa	eint hazards in	the housing.
(b)	Rec	ords	and reports availabl	e to the seller (cl	ieck (i) or (ii) be	low):	· · · · ·	:
	(i) <u>_</u>		Seller has provided based paint and/or	the purchaser we lead-based pair	vith all available It hazards in th	e records and r e housing (list	eports pertain documents be	ing to lead- ow).
	(ii)	<u> </u>	Seller has no repor hazards in the hou	ts or records per sing.	taining to lead	based paint ar	nd/or lead-base	ed paint
РU	rcha	ser's	Acknowledgment (i	nitial) . ,		<i>i.</i>	,	
(c)	<u>:</u>		Purchaser has rece	ived copies of al	l information li	sted above.		. '
(d)	-	·_·	Purchaser has rece	ived the pamphi	et Protect Your F	amily from Lead	d in Your Home.	
(e)	Pur	chase	er has (check (i) or (ii) below):	· · ·			
	(i) _		received a 10-day ment or inspection	opportunity (or n for the presence	nutually agreed of lead-based	upon period) t paint and/or le	o conduct a risead-based pain	k assess- t hazards; or
• .	(ii)	•	waived the opport lead-based paint a	unity to conduct nd/or lead-based	a risk assessm I paint hazards	ent or inspecti	on for the pres	ence of
Ag	ent's	s Ackı	nowledgment (initia	n				••.
(f)		-	Agent has informe aware of his/her r	d the seller of th	ie seller's obliga nsure compliar	atlons under 4. ice.	2 U.S.C.4852d	and is
Ce	rtific	ation	of Accuracy					
The	e folk orma	owing ition th	parties have reviewed ney have provided is t	the information a rue and accurate.	above and certify	, to the best of t	heir knowledge,	that the
<u>(</u>		errias	- L. Mille	7-12-08	X Jane	m. mile	7-1	2-08
Şel	ler			Date	Selfer			Date
Pu	rchas	ser .		Date	Purchaser		· · · · · · · · · · · · · · · · · · ·	Date
Αg	ent		· .	Date	Agent			Date





	erty Address: <u>8905 G/</u>	LMORE KOAD 5	NADEN HUTTEN	OHIO
Buye Selle	or(s): MILLER ET	AL		1
	I. TRANSACTION	INVOLVING TWO AGENT	S IN TWO DIFFERENT BR	OKERAGES
The i	ouyer will be represented by	AGENT(S)	, and	BROKERAGE .
The s	seller will be represented by	ÄGENT(S)	, and	EROKERAGE
If tw	II. TRANSAC's o agents in the real estate brokerag sent both the buyer and the seller,	TON INVOLVING TWO AGE check the following relationship		KERAGE
	·	ker and managers will be "dual	work(s) for work(s) for work(s) for agents", which is further expla	
1	Every agent in the brokerage repreand on the back of this form. As dual a confidential information. Unless it has a personal, family or business	will be working for both t gents they will maintain a neutr ndicated below, neither the agen	he buyer and seller as "dual ag al position in the transaction a t(s) nor the brokerage acting a	s a dual agent in this transaction
Agei	nt(s) Donk WALLICK A	SACTION INVOLVING ONI	Y ONE REAL ESTATE AG	MATHIAS CEDUTY WILL
	be "dual agents" representing both this form. As dual agents they wil information. Unless indicated belo personal, family or business relation	parties in this transaction in a n maintain a neutral position in t w, neither the agent(s) nor the t	eutral capacity. Dual agency is he transaction and they will pro prokerage acting as a dual agen	s further explained on the back of otect all parties' confidential at in this transaction has a
	represent only the (check one) Es represent his/her own best interest			
		CONS	ENT	discount of the second of the
	I (we) consent to the above relation (we) acknowledge reading the info			
	BUYER/TENANY	DATE	SELLERYAJOTORO JOSEPH DO	mi 7/108
	BUYER/TENANT	DATE	SELLER/LANDLORD	DATE

Lead Warning Statement

	ler's Discl						· ·
(a)		of lead-based paint an					
	(i)	Known.lead-based pai (explain).	nt and/or lead-b	ased paint h	azards are p	resent in the l	ousing
•	,- ·	, and the second			. `.		
,	(ii) <u>1</u>	Seller has no knowled	e of lead-based	paint and/or	lead-based i	naint hazards	in the housing
(b)	Records	and reports available to				pann nazaras	in the nodaing.
`.		Seller has provided the based paint and/or lea	e purchaser with	. all available	records and	reports perta t documents t	ining to lead- pelow).
•••	(ii)	Seller has no reports of hazards in the housing	or records pertai	ning to lead-l	based paint a	and/or lead-ba	ased paint
Pui	rchaser's .	Acknowledgment (initia	al)				
(c)		Purchaser has received	•	formation lis	ted above.		
(d)		Purchaser has received	-			ad in Your Hom	ıρ
(e)		r has (check (i) or (ii) be			,		
	(i)	received a 10-day opp ment or inspection for	ortunity (or mut the presence o	ually agreed f lead-based p	upon period) paint and/or	to conduct a lead-based pa	risk assess- lint hazards; o
	(II) <u> </u>	waived the opportunities lead-based paint and/	ty to conduct a	risk assessme	ent or inspec		
Age	ent's Ackı	nowledgment (initial)					
(f)	.51 .4	Agent has informed the aware of his/her response	ne seller of the sonsibility to ensi	eller's obliga ire complian	tlons under (ce.	42 U.S.C.4852	d and is
Cer	tification	of Accuracy	- - • • • • • • • • • • • • • • • • • •			•	,
The	following	parties have reviewed the ney have provided is true	e information abo and accurate.	ve and certify,	to the best of	f their knowled	ge, that the
	Mari	In Davis	7/12/08	X Moss	in Dan	w	7/13/08
Şell	er	0	Date	Seller		-	Date
Pur	chaser		Date	Purchaser			Date
Age	ent		Date	Agent	- · · · · · · · · · · · · · · · · · · ·		Date .



٠,.

AGENCY DISCLOSURE STATEMENT



Prop	perty Address: 8905 GICMORE	KOND GNADEN HUTTEN, OHID
-	er(s): MILLER ET AL	
	I. TRANSACTION INVOLVEN	G TWO AGENTS IN TWO DIFFERENT BROKERAGES
The	buyer will be represented by	77(S) GROKERAGE
The	sellor will be represented by	
if tw	II. TRANSACTION INVOLUTION OF A STATE OF A S	VING TWO AGENTS IN THE SAME BROKERAGE
	Agent(s) Agent(s) Involved in the transaction, the broker and management	work(s) for the buyer and work(s) for the seller. Unless personally gers will be "dual agents", which is further explained on the back of this form. ion in the transaction and they will protect all parties' confidential information.
	on the back of this form. As dual agents they will confidential information. Unless indicated below	lient" of the brokerage. Therefore, agents working for both the buyer and seller as "dual agents". Dual agency is explained il maintain a neutral position in the transaction and they will protect all parties w, neither the agent(s) nor the brokerage acting as a dual agent in this transaction ith either the buyer or seller. If such a relationship does exist, explain:
Age	nt(s) Donk WALLICE AUCTION IN	WOLVING ONLY ONE REAL ESTATE AGENT and real estate brokerage //STOCKA MATHIAS REPUTY will
	be "dual agents" representing both parties in this this form. As dual agents they will maintain a neinformation. Unless indicated below, neither the	transaction in a neutral capacity. Dual agency is further explained on the back of eutral position in the transaction and they will protect all parties' confidential agent(s) nor the brokerage acting as a dual agent in this transaction has a ther the buyer or seller. If such a relationship does exist, explain:
		yer in this transaction as a client. The other party is not represented and agrees to tion provided the agent may be disclosed to the agent's client.
		CONSENT
		onter into this real estate transaction. If there is a dual agency in this transaction, I ding dual agency explained on the back of this form.
	BUYER/TENANT DATE	X4184 90 MEGGM 7/18/08
	BUYER/TENANT DATE	E SSIGNALIFICATION ' DATE

Lead Warning Statement

SeI	ler's Disc	closure				
(a)	Presenc	e of lead-based paint	and/or lead-bas	ed paint hazards (che	eck (i) or (ii) below):	
•		_ Known lead-based p (explain).		,		nousing
٠.	• 1			-		
(b)	(ii) V	Seller has no knowless and reports available	edge of lead-ba	sed paint and/or lead	-based paint hazards	in the housing.
	(1)	Seller has provided	the purchaser v		rds and reports perta sing (list documents l	ining to lead- pelow).
	(ii)	Seller has no report hazards in the hous	s or records per ing.	taining to lead-based	l paint and/or lead-b	ased paint
Pu	rchaser'	s Acknowledgment (in	itial) .			
(c)		- -		Il information listed a	bove.	
(d)	<u> </u>	Purchaser has recei		£	L	1 <i>p</i>
(ė)		ser has (check (i) or (ii)			,	
	(1)	_ received a 10-day o	pportunity (or r	nutually agreed upon e of lead-based paint	period) to conduct a and/or lead-based pa	risk assess- aint hazards; or
•	_(ii) <u>-</u>	•	nity to conduct	a risk assessment or		4 1
Ag	ent's Ac	knowledgment (initial)				- 1, '
(f)	Dru		I the seller of th	ne seller's obligations ensure compliance.	under 42 U.S.C.4852	d and is
Ce	rtificatio	n of Accuracy	- -			
The infe	e followir	ig parties have reviewed they have provided is tri I. M. M. Meyleurth	the information are and accurate. 1/19/08 Date	above and certify, to th	e best of their Knowled	ge, that the 7/18/08 Date
Pu	rchaser		Date	Purchaser		Date
Āģ	ent		Date	Agent		Date .





Property Address: 8905 GILMORE ROA	D GNADENHUTTEN OHID				
Buyer(s): MILLER ET AL					
Seller(s): MILLER ET AL					
I. TRANSACTION INVOLVING TWO A	GENTS IN TWO DIFFERENT BROKERAGES				
The buyer will be represented by	, and				
The seller will be represented by	and BROKERAGE				
II. TRANSACTION INVOLVING TW If two agents in the real estate brokerage represent both the buyer and the seller, check the following relat	O AGENTS IN THE SAME BROKERAGE				
Agent(s) Agent(s) involved in the transaction, the broker and managers will be	- · ·				
Every agent in the brokerage represents every "client" of the and will be working for on the back of this form. As dual agents they will maintain confidential information. Unless indicated below, neither the					
Agent(s) Donk WALLICE AUCTION INVOLVING	GONLY ONE REALESTATE AGENT al estate brokerage PISCOCKA MATHIAS RESULTY will				
be "dual agents" representing both parties in this transaction this form. As dual agents they will maintain a neutral positi information. Unless indicated below, neither the agent(s) no	a in a neutral capacity. Dual agency is further explained on the back of on in the transaction and they will protect all parties' confidential or the brokerage acting as a dual agent in this transaction has a er or seller. If such a relationship does exist, explain:				
represent only the (check one) seller or buyer in this trepresent his/her own best interest. Any information provid	ransaction as a client. The other party is not represented and agrees to ed the agent may be disclosed to the agent's client.				
	CONSENT				
I (we) consent to the above relationships as we enter into thi (we) acknowledge reading the information regarding dual as	s real estate transaction. If there is a dual agency in this transaction, I gency explained on the back of this form.				
BUYER/TENANT DATE	X Morann Miller 7-30-08				
BUYER/TENANT	CELL CON AND ODD				

Lead Warning Statement

Sel	ler's	Discl	osure	
(a)	Pre	sence	of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):	_
			Known lead-based paint and/or lead-based paint hazards are present in the housing	
			(explain).	."
		···		
٠.	(ii) _	<u> </u>	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing	ŗ.
(b)	Rec		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.	
Pu	rcha	ser's .	Acknowledgment (initial)	
(c)	<u>:</u>		Purchaser has received copies of all information listed above.	
(d)		<u> </u>	Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.	
(ė)	Put		er 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; o	r
• :	(ii)	· ·	waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.	
Ag	ent':	s Acki	nowledgment (initial) .	
(f)	Di	44 -	Agent has informed the seller of the seller's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.	
Ce	rtific	cation	of Accuracy	
The	e foll orma	lowing ation ti	parties have reviewed the information above and certify, to the best of their knowledge, that the hey have provided is true and accurate.	٠
\	1	rec	in M stell 7-30-08 X Seayan Wille 7-30-08	
Şeİ	ler		Date Seller Date	-
Pu	rcha.	ser	Date Purchaser Date	-
Āģ	ent		Date Agent Date	-





Pre	Operty Address: 8905 <i>G10</i>	MORE KOAD GA	ADENHUTTEN OHID	
Βu	iyer(s): MILLER ET			·
Se.	ller(s): MILLER ET	AL		
	I. TRANSACTION I	NVOLVING TWO AGENTS	N TWO DIFFERENT BROKERAGES	- /-/
Th	e buyer will be represented by	AGENT(S)	and	
TL	0.001100		BROKERAGE	
1 11	e seller will be represented by	AGENT(S)	, and	·
If t	II. TRANSACTI wo agents in the real estate brokerage resent both the buyer and the seller, ch		TS IN THE SAME BROKERAGE	
	i i	r	1	
لسط	Agent(s)	r and managers will be "dual ag	work(s) for the buyer and work(s) for the seller. Unless personally ents", which is further explained on the back of this form and they will protect all parties' confidential informatio	y 1. 11.
	andon the back of this form. As dual agr confidential information. Unless ind	will be working for both the ents they will maintain a neutral icated below, neither the agent(s	buyer and seller as "dual agents". Dual agency is explain position in the transaction and they will protect all parties nor the brokerage acting as a dual agent in this transact a seller. If such a relationship does exist, explain:	8
Ag	ent(s) Donk WALLICE AU	ACTION INVOLVING ONLY and real estate b	ONE REALESTATE AGENT rokerage VISSOCRA MATHIAS REDUTY	will
	be "dual agents" representing both pathis form. As dual agents they will n information. Unless indicated below	rties in this transaction in a neut maintain a neutral position in the , neither the agent(s) nor the bro	ral capacity. Dual agency is further explained on the batransaction and they will protect all parties' confidential kerage acting as a dual agent in this transaction has a at. If such a relationship does exist, explain:	ck of
	represent only the (check one) sell represent his/her own best interest.	er or D buyer in this transaction any information provided the age	as a client. The other party is not represented and agreent may be disclosed to the agent's client.	es to
		CONSEN	T '	
	I (we) consent to the above relationsl (we) acknowledge reading the inform	uips as we enter into this real estration regarding dual agency exp	1/L 1/1/2/1/////////////////////////////	_
	BUYER/TENANT	DATE SE	Judas a. Miller 7-15-08	ブ
	BUYER/TENANT	DATE SE	LEP/I ANIOI OPO	

Lead Warning Statement

Sel	ler's Discl	losure ·
(a)	Presence	e of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
• .		Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
٠.	r *	
. '	(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):
,		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.
Pui	rchaser'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)		er 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) <u> </u>	waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
Ag	ent's Ack	nowledgment (initial)
(f)		Agent has informed the seller of the seller's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.
Ce	rtification	of Accuracy
The	e following	g parties have reviewed the information above and certify, to the best of their knowledge, that the they have provided is true and accurate.
	Enin ter	1 & Will 7-15-08 X (Juliah / Miller 1-15-08
٠,	• .	
Pu	rchaser .	Date Purchaser Date
Ag	ent	Date Agent Date

Auction Conducted By: Don R. Wallick Auctions, Inc. Auctioneers: Don R. Wallick Brennan R. Wallick Ryan W. Wallick

Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue Strasburg, Chio 44680 Info@WallickAuctions.com http://www.WallickAuctions.com







Toll Free: 1-886-348-9446 - Tel: 330-878-0075 - Fax: 330-878-7318