

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





THE TUSCARAWAS COUNTY TITLE COMPANY

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

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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:

LAND: 3,050
BUILDING: _____
TOTAL: 3,050
HOMESTEAD:
AUV: 360

TAXES:

GENERAL TAXES: \$11.53
TAX REDUCTION: \$- 3.37
10% ROLLBACK: \$- .82
2 1/2% REDUCTION \$
HOMESTEAD CREDIT \$
TOTAL PER 1/2 YEAR \$ 7.34
UNPAID REAL \$
CURRENT SA: \$
PENALTY: \$
PRIOR DEL: \$
TOTAL DUE: \$

Special Assessments: None
Map No.: 15

Taxes for the year 2007 are PAID.

BY: Bobbie Johnston

PRIOR FILE NO.

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EXCLUSIVE AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



GARDNER PR 24 8.97A

SITE CHARACTERISTICS
 TOPOGRAPHY Utilities Street/Road NEIGHBORHOOD ASSESSMENT DATE 01/01/01 01/01/04
 Level Water Sewer Pavement Blighted REASON FOR CHANGE ANN BODAL ANN BODAL
 High Gas Sewer Improved MARKET IMPROV 8720 8720
 Rolling Electric Improved Declining LAND 8720
 Swampy All Alley Transitional ASSESSED IMPROV LAND 3050 3050
 TOTAL 3050 3050

VALUATIONS

LAND ID	AGE/AC	SD. ROOF/	BASE	FCTR	ADJUSTED	EXTENDED	IMPRV	MARKET
USE	ACTUAL PR	RPEC PR	DEPTH	RATE	RATE	VALUE	FCTR	VALUE
	ND	3,470		900.00		3120		3120
	RW	4,950		900.00		4460		4460
	POTAL	0,550						7580
		8,970						

CONSTRUCTION DATA

FLOOR	LEVEL	CNST	BASE AREA	LEVEL	PIN AREA	VALUE

OCCUPANCY

# OF UNITS	FLOOR	LEVEL	CNST	BASE AREA	LEVEL	PIN AREA	VALUE

MATERIAL

BASES	FULL BATHS	HALL BATHS	OTHER FIXTURES	NO PLUMBING	ACCOMMODATIONS	ROOMS	BEDROOMS	FAMILY ROOMS	DINING ROOMS	REC ROOM TYPE	REC ROOM AREA	FIREPLACE STK	FIREPLACE DEN	LINNEAL BR HGT	LINNEAL BR LGT	# OF DOWNERS	FOUNDATION	INSULATION	APPLIANCES

REPRODUCTION COST

ID	USE	ST	ONS	HT	TY	GRD	YEAR	COND	KNICH	AREA	ADD-ONS	RATE	REPRODUCTION COST	PHY DEP	FUNC DEP	CON DEP	TRUE CASH VALUE
TOTAL																	

TRANSFER

DATE	NAME OF PREVIOUS OWNER	SALES AMOUNT	TT	V	L	NO	CONVEYANCE
07/08/08	MILLER DAN - M BORKE - J FERRE	0	AF	U	N	5	302852
11/08/04	MILLER DAN & MARY JOU	0	OC	U	N	6	91589

APPRASER: DATE: 01/01/04 REASON FOR VALUATION: ANY EQUAL CONTRACT: LISTED: REVIEWED:

COMMENTS/REMO

ROUTE	SECT	ROUTE #	19-21-05-46	130	Area	08 IMP	0 IMP
158	Area	08 IMP	0 IMP				



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PROPERTY ADDRESS: Gilmore Road Gnadenhufften Ohio

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PAGE: 641

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PARCEL NO: 07-00352.000

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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:

LAND: 420
BUILDING: _____
TOTAL: 420
HOMESTEAD:
AUV: 50

TAXES:

GENERAL TAXES: \$1.60
TAX REDUCTION: \$-.47
10% ROLLBACK: \$-.11
2 1/2% REDUCTION \$
HOMESTEAD CREDIT \$
TOTAL PER 1/2 YEAR \$1.02
UNPAID REAL \$
CURRENT SA: \$
PENALTY: \$
PRIOR DEL: \$
TOTAL DUE: \$

Special Assessments: None
Map No.: 15

Taxes for the year 2007 are PAID.

BY: Bobbie Johnston

PRIOR FILE NO.

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EXCLUSIVE AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



07-00352-000 TUSCARAWAS CO. MATT JUDY CARD 1 OF 1
 PARCEL 07-00352-000 OWNERSHIP MILLER DAN - M DOWER - J FERRE
 DISTRICT 7 CLAY TRP-INDIAN VALLEY SD LL - J MCDEVITT - B & T MILLER
 MAP NUMBER 15
 SECTION & PLAT 45.000
 ROUTING NUMBER 110 AGRICULTURAL VACANT L&P
 PROPERTY CLASS 110 AGRICULTURAL VACANT L&P
 USER KEY
 PROPERTY ADD GILMORE RD.
 NEIGHBORHOOD 7.03 Clay Township
 LIVING AREA
 COMMENTS/MEMO
 NOTE: SEE ROUTE #19-21-22-46
 APPROX: 15% LAND OF IMP 160 LAND 0 IMP

GNADEN PR 25 1.30A

VALUATIONS		ASSESSMENT DATE	01/01/04
REASON FOR CHANGE	ANN EQUAL	ANN EQUAL	ANN EQUAL
MARKET IMPROV	510	1210	
TOTAL LAND	210	420	
ASSESSED IMPROV	210		
TOTAL	210	420	

LAND SOIL ID/USE	ACTUAL FR	AREAGE/EFPEC FR	SQ. FOOT/DEPTH	BASE RATE	FCTR	ADJUSTED RATE	EXTENDED VALUE	INFLU FCTR	MARKET VALUE
T	1.170	900.00				1050	1050		1050
RM	0.130								
TOTAL	1.300								1050

CONSTRUCTION DATA		LEVEL	PRICING LADDER
CONSTR	LEVEL	AREA	VALUE
1	1		
2	2		
3	3		
4	4		

ID	USE	ST HT	CNS TY	GRD	YEAR CONST	YEAR REMOD	COND	NEIGH	SIZE	AREA	ADD-ONE	REPRODUCTION COST	REPRODUCTION DEF	REPRODUCTION DEF	TRIC CASH VALUE
	TOTAL														

DATE: 01/01/04 REASON FOR VALUATION: ANN EQUAL
 SALES AMOUNT: 0 AT U N 6 30862
 0 QC U N 6 21599
 LISTED: REVIEWED:



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PRESENT OWNER: Dan Miller and M. Domer

VOLUME: 1287

PAGE: 641

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PARCEL NO: 07-00353.000

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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:

LAND: 12,850
BUILDING: 14,190
TOTAL: 27,040
HOMESTEAD:
AUV: 4,470

TAXES:

GENERAL TAXES: \$ 597.59
TAX REDUCTION: \$-174.59
10% ROLLEBACK: \$- 42.30
2 1/2% REDUCTION \$
HOMESTEAD CREDIT \$
TOTAL PER 1/2 YEAR \$ 380.70
UNPAID REAL \$
CURRENT SA: \$
PENALTY: \$
PRIOR DEL: \$
TOTAL DUE: \$

Special Assessments: None
Map No.: 15

Taxes for the first half year 2007 are PAID.

BY: Bobbie Johnston

PRIOR FILE NO.

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2007 PARCEL 07-00353-000 TUSCARAWAS CO. MAIL JUDY
 DISTRICT 7 CLAY TWP INDIAN VALLEY 6 MILLER DAN - M DOMER - J FERRE
 MAP NUMBER 15 L.S. - J McDEVITT - 3 & T MILLER
 SECTION & PLAT 15
 ROUTING NUMBER 19,000
 PROPERTY CLASS 111 Cash grain or gen. calv
 USER KEY
 PROPERTY ADD 8905 GILMORE RD
 NEIGHBORHOOD 7.01 Clay Township
 LIVING AREA 1266
 COMMENTS/MEMO
 NOTE: SEE ROUTE #21-22-45-46
 AREA: 1% Land 0% Imp 4790 Land 0 Imp

TOPOGRAPHY	UTILITIES	STREET/ROAD	NEIGHBORHOOD	ASSESSMENT DATE	01/01/04
Level	Water	Paved	Blighted	REASON FOR CHANGE	ANN EQUAL
High	Sewer	Static	Static	LAND	31440
Rolling	Gas	Proposed	Improv	MARKET	35900
Steady	Electric	Sidewalk	Declinin	TOTAL	67340
	All	Alliev.	TRANSACT	ASSESSED LAND	12850
				ASSESSED IMPROV	14820
				TOTAL	27040

LAND SOIL ID/	ACREAGE/	SQ. FOOT/	BASE	EXTENDED	INFLU	MARKET
USE ACTUAL FR	EFFEC PR	DEPTH	RATE	VALUE	FCFR	VALUE
AS	1.000		9000.00	9000		9000
T	2.000		900.00	1800		1800
RD	23.480		900.00	21130		21130
RW	0.270					
TOTAL	26.750					31930

CONSTRUCTION DATA	LEVEL	PRICING LADDER	VALUE
OCCUPANCY 1 Single Fa	1	CONST BASE AREA	512
# OF UNITS 1	2	LEVEL	512
STORY HEIGHT 2.00	3	FIN AREA	512
FLOORS	4		
Earth			
Attic			
Basement			
Sub/Joist			
Hardwood/Flr			
HEAT/AC			
None			
Central Warm Air			
Hot Water/Steam			
Gas			
AIR COND			
Interior			
Plaster/Drywall			
Paneling			
Fiberboard			
EXTERIOR			
Frame/Aluminum			
Stucco			
Concrete Block			
Metal			
Concrete			
LINEAL BR LGT			
Brick			
FOUNDATION			
INSULATION			
APPLIANCES			

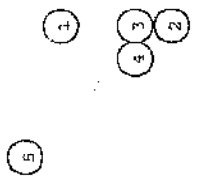
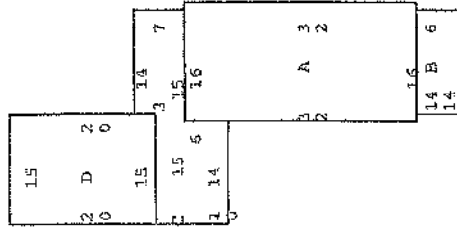
ADDITIONALS	ADD-ONS	REPRODUCTION	PHY FUNC	ECN DBP	TRUE CASH
REPRODUCTION COST	AREA	RATE	DEP	DEP	VALUE
14470	50	S.V.	55		34260
300	300	S.V.	50		5790
100	100	S.V.	100		300
100	100	S.V.	100		100
72	72	S.V.	100		100
TOTAL					40550

DESCRIPTION	AREA
2SER/B	512
ORF/2BA	84
1SER/A/C	242
1CFG	300

REPRODUCTION COST	AREA	ADD-ONS
14470	50	
300	300	
100	100	
100	100	
72	72	
TOTAL		

DATE	NAME OF PREVIOUS OWNER	SALES AMOUNT	FF	V	LO	NFP	CONVEYANCE
07/08/08	MILLER DAN - M DOMER - J FERRE	0	AF	U	N	6	90862
11/08/04	MILLER WILBOR F & MARY L	0	OC	U	N	6	91589

DATE	REASON FOR VALUATION:	ANN EQUAL	CONTACT:
01/01/04	ANN EQUAL		LISTED:



APPRaiser: DATE: 01/01/04 REASON FOR VALUATION: ANN EQUAL CONTACT: LISTED:



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TAX AND LEGAL REPORT

DATE: August 4, 2008

REQUESTED BY: Don Wallick Wallick Auctions

PROPERTY ADDRESS: Gilmore Rd., Gnadenhutzen Ohio

PRESENT OWNER: Dan Miller and M. Domer and others

VOLUME: 1287

PAGE: 641

TRANSFER: July 8, 2008

PARCEL NO: 07-00354.000

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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:

LAND: 630
BUILDING: _____
TOTAL: 630
HOMESTEAD:
AUV: 60

TAXES:

GENERAL TAXES: \$1.92
TAX REDUCTION: \$-.56
10% ROLLBACK: \$-.14
2 1/2% REDUCTION \$
HOMESTEAD CREDIT \$
TOTAL PER 1/2 YEAR \$1.22
UNPAID REAL \$
CURRENT SA: \$
PENALTY: \$
PRIOR DEL: \$
TOTAL DUE: \$

Special Assessments: None
Map No.: 15

Taxes for the year 2007 are PAID.

BY: Bobbie Johnston

PRIOR FILE NO.

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EXCLUSIVE AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



2002 07-00154-000 RUSCARAWAS CO., NANCY LUDY
 OWNERSHIP MILLER DAN - M DOMER - J FERRE
 DISTRICT 7 CLAY TRP, INDIAN VALLEY B LL - J MCDONALD - B & T MILLER
 MAP NUMBER 45
 SECTION & PLAT
 ROUTING NUMBER 46,000
 PROPERTY CLASS 110 Agricultural vacant lot
 USER KEY
 PROPERTY ADDRESS GILMORE RD
 NEIGHBORHOOD 7.03 Clay Township
 LIVING AREA
 COMMENTS/MEMO 07-00154-000 CARD 1 OF 1
 NOTE: SEE ROUTE 119-21-22-45
 APR04: 15% Land & Imp 230 Land 0 Imp

TOPOGRAPHY	UTILITIES	STREET/ROAD	NEIGHBORHOOD	ASSESSMENT DATE	01/01/01	01/01/04
Level	Water	Paved	Lighted	REASON FOR CHANGE	ANN EQUAL	ANN EQUAL
High	Sewer	Unpaved	Static	LAND IMPROV	1790	1790
Rolling	Gas	Proposed	Improv	TOTAL	1790	1790
Swampy	Electric	Sidewalk	Declin	ASSESSED LAND	630	630
	All	Alleway	Trausita	TOTAL	630	630

LAND DATA		LAND DATA		VALUATION			
LAND USE	ACTUAL FR	ACRES/FR	SQ. FOOT/DEPTH	ADJUSTED RATE	EXTENDED VALUE	INFLU FCTR	MARKET VALUE
FR		1.750		\$90.00	1560		1560
TOTAL		2.000					1560

CONSTRUCTION DATA			PRICING LADDER			
OCCUPANCY	LEVEL	CNST	BASE AREA	LEVEL	FIN AREA	VALUE
# OF UNITS	2	2				
STORY HEIGHT	3					
FLOORS	4					
ATTIC						
BASEMENT						
CRAML/HB						
SLAB						
ROOFING						
TYPE						
MATERIAL						
PLUMBING						
BABS						
FULL BATHS						
HALF BATHS						
OTHER FIXTURES						
NO PLUMBING						
ROOMS						
BEDROOMS						
FAMILY ROOMS						
DINING ROOMS						
REC ROOM TYPE						
REC ROOM AREA						
FIREPLACE STK						
FIREPLACE OPN						
LINEAL BR HGT						
LINEAL BR LGT						
# OF DORMERS						
DORMER LENGTH						
FOUNDATION						
INSULATION						
APPLIANCES						

ID	USE	ST HT	CMS TY	ORD	YEAR CONST	YEAR REMCD	COND	NETGH	SIZE AREA	ADD-ONS	RATE	REPRODUCTION COST	PHY DEP	FUNC DEP	ECON DEP	TRUE CASH VALUE	
TOTAL																	

REASON FOR VALUATION: ANN EQUAL
 DATE: 01/01/04
 SALES AMOUNT: \$0
 REASON FOR VALUATION: ANN EQUAL
 CONTACT: J FERRE
 LISTED:



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TAX AND LEGAL REPORT

DATE: August 6, 2008

REQUESTED BY: Don Wallick Wallick Auctions

PROPERTY ADDRESS: Gilmore Rd. Gnadenhutfen 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:

LAND:	.70
BUILDING:	<u>0</u>
TOTAL:	.70
HOMESTEAD:	
AUV:	20

TAXES:

GENERAL TAXES:	\$.64
TAX REDUCTION:	\$.19
10% ROLLBACK:	\$.05
2 1/2% REDUCTION	\$
HOMESTEAD CREDIT	\$
TOTAL PER 1/2 YEAR	\$.40
UNPAID REAL	\$
CURRENT SA:	\$
PENALTY:	\$
PRIOR DEL:	\$
TOTAL DUE:	\$ -0-

Special Assessments: None
Map No.:

Taxes for the first half year 2007 are PAID.
Taxes for the second half year 2007 are PAID.

BY: Crista Sigrist

PRIOR FILE NO.

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EXCLUSIVE AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



2007 ARCEL 07-00355-000 JUSCARAWAS CO., MATTHEW JUDY
 MILLER DAN - M DOWER - J FERRÉ
 LL - J McDEVITT - B & T MILLER
 COMMENTS/MEMO: 07-00355-DWG CARD 1 OF 1
 NOTE: SEE F00TE #19-22-45-46
 APPROX: 15% LAND 04 IMP 30 Land 0 IMP

SECTION & PLAT: 15
 LIVING AREA: 7.03 Clay Township
 GNADEEN PR 24 .25A
 VALUATIONS: 01/01/01 ANN EQUAL 210
 ASSESSMENT DATE: 01/01/01 ANN EQUAL 210
 REASON FOR CHANGE: LAND 210
 MARKET IMPROV: 210
 TOTAL: 210
 ASSESSED IMPROV LAND 70
 TOTAL: 70

CONSTRUCTION DATA

CONSTRUCTION DATA	LEVEL	COND	NEIGH	SIZE	REPRODUCTION COST	ADD-ONS	TRUE CASH VALUE
CAPACITY OF UNITS	1 2 3 4						
FLOOR TYPE	FLOORS						
ATTIC							
BASMENT							
BATH							
BASE							
BEDROOMS							
BREAKFAST ROOM							
BUFFET							
CLOSET							
DINING ROOM							
KITCHEN							
LIVING ROOM							
PORCH							
REAR PORCH							
SLEEPING PORCH							
TOTAL							

LAND DATA

LAND DATA	BASE RATE	EXTENDED VALUE	INT'L FCTR	MARKET VALUE
ADJUSTED RATE	500.00	180		180
FCTR				
TOTAL				

CONSTRUCTION DATA

CONSTRUCTION DATA	LEVEL	COND	NEIGH	SIZE	REPRODUCTION COST	ADD-ONS	TRUE CASH VALUE
CAPACITY OF UNITS	1 2 3 4						
FLOOR TYPE	FLOORS						
ATTIC							
BASMENT							
BATH							
BASE							
BEDROOMS							
BREAKFAST ROOM							
BUFFET							
CLOSET							
DINING ROOM							
KITCHEN							
LIVING ROOM							
PORCH							
REAR PORCH							
SLEEPING PORCH							
TOTAL							

CONSTRUCTION DATA

CONSTRUCTION DATA	LEVEL	COND	NEIGH	SIZE	REPRODUCTION COST	ADD-ONS	TRUE CASH VALUE
CAPACITY OF UNITS	1 2 3 4						
FLOOR TYPE	FLOORS						
ATTIC							
BASMENT							
BATH							
BASE							
BEDROOMS							
BREAKFAST ROOM							
BUFFET							
CLOSET							
DINING ROOM							
KITCHEN							
LIVING ROOM							
PORCH							
REAR PORCH							
SLEEPING PORCH							
TOTAL							

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title 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.

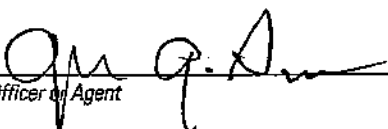
Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

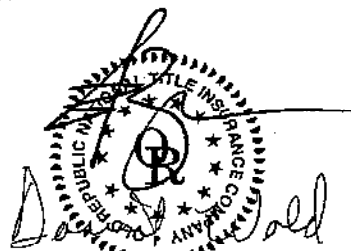
(612) 371-1111



Authorized Officer of Agent

ORT Form 4308
ALTA Commitment for Title Insurance 6/06

By



President

Attest

Secretary

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) **Owners Policy** \$ To Be Determined, But Not to Exceed \$150,000.00
- Proposed Insured:**
To Be Determined
- (b) **Loan Policy** \$
- Proposed Insured:**
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 the Effective Date vested in:**
- Dan Miller, Marilyn Domer, JoAnn Ferrell, Judy McDevitt, Bill Miller, and Tom Miller, 1170-641, Tuscarawas County Official Records
5. **The land referred to in this Commitment is described as follows:**
- See description attached hereto as Schedule A.

Issuing Agent: Glenn G. Durmann

Agent Control No. A34361

Address: 405 Chauncey Avenue, NW, PO Box 668

City, State, Zip: New Philadelphia, OH 44663

Telephone: (330) 343-5585

**Old Republic National Title Insurance Company
Insurance Fraud Warning**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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 Gnadenhutzen 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 Gnadenhutzen tract and also part of Lot numbered twenty-five of the Gnadenhutzen 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 Gnadenhutzen 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 Gnadenhutzen 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 Gnadenhutzen 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 Gnadenhutzen 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**.

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 Gnadenhutzen 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.

1. 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:

7. 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 in the 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.
9. 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:

15. 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.
18. 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.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
You may review a copy of the arbitration rules at: <http://www.alta.org/>.

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, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. 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 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 Acknowledged in the presence of:
Bert Jones
Chas. W. Hamilton

C. E. Hamilton
Leslie Hamilton

THE STATE OF OHIO, Tuscarawas County ss.
Before me, a Notary Public in and for said County, personally appeared the above named C. E. Hamilton and Leslie 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 (Seal)

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, 1932.

Fee \$1.35V

Fred A. Jaank Recorder.

19045
D. M. Hamilton et al
to
The Ohio Power Co.

DEED OF EASEMENT

This Indenture, made this 20th day of May, 1932 by and between D. M. Hamilton and Eva Hamilton his wife of the County of Tuscarawas 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

215
370

Ohio, party of the second part.

Witnesseth: That for One Dollar (\$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 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, 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 wires 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 Ohio, and part of Section No. 24 Township No. 6 N and Range No. 2 W and bounded:

On the North by the lands of Margaret Quillen, Marie Wolf, Minerva Simmers, Peter Zimmerman.
On the East by the lands of Maud Kelter
On the South by the lands of Ben Rupenthal
On the West by the lands of Ben Rupenthal, Tuscarawas, Joe Schull

TOGETHER 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, across, through or over the above described premises, to cut and, at its option, 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 patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything 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 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 damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. 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 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 Acknowledged in the Presence of:
Bert Jones
Chas. W. Hamilton

D. M. Hamilton
Eva Hamilton

THE STATE OF OHIO, Tuscarawas County ss.
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 WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20th day of

May, A. D. 1932.

My commission expires Aug. 15, 1932.

Chas. W. Hamilton
Notary PublicChas. W. Hamilton
Notary Public (Seal)

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, 1932.

Fee \$1.35 ✓

Irish A. Frank Recorder.

19406

Margaret Quillen
to
The Ohio Power Co.

DEED OF EASEMENT.

This Indenture, made this 20th day of May 1932 by and between Margaret Quillen (Widow) of the County of Tuscarawas in the State of Ohio, party 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 One Dollar (\$1.00) in hand paid to the party of the first part by the 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 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, 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 wires 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 Ohio, and part of Section No. 24 Township No. 6 N and Range No. 2 W and bounded:

On the North by the lands of Tuscarawas River Clark Hamilton

On the East by the lands of Marie Wolf

On the South by the lands of Dennis Hamilton

On the West by the lands of Tuscarawas River - Dennis Hamilton

TOGETHER 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, across, through or over the above described premises, to cut and, at its option, 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 patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything 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, ditches injured or destroyed by it on said premises or pay Grantor 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 damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. 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 Have and to Hold the same unto said party of the second part, its successors and assigns.

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

Margaret Quillen

Chas. W. Hamilton

THE STATE OF OHIO, Tuscarawas County ss.

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:

My commission expires Aug. 15, 1932.

Chas. W. Hamilton, Notary Public
My Commission Expires Aug. 15th, 1932Chas. 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 ✓

Irish A. Frank Recorder.

19407

Ben Ruppenthal et ux
to
The Ohio Power Co.

DEED OF EASEMENT.

This Indenture, made this 20th 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 OHIO POWER COMPANY a corporation organized and existing under the laws of the State of Ohio, party of the second part.

Witnesseth: That for One Dollar (\$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 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, 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 wires 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 Ohio, and part

751

11/193

D. M. Hamilton

To:

The Lafayette Light & Power Co

\$1.00 Received from The Lafayette Light & Power Co. One (\$1.00) Dollars in consideration of which we hereby grant unto The Lafayette Light & Power Company, its successors and assigns, the right to construct, operate and maintain a power line, including the necessary poles, towers, fixtures and wires, with the right to set the necessary guy and cross poles and attach the necessary guy wires on/over/along the property which we own or in which we have any interest, in the Township of Telay County of Tuscarawas and State of Ohio, and also along the roads, streets, or highways adjoining the property owned by us, said property being bounded on the north by lands of —; on the south by lands of —; on the east by lands of —; on the west by lands of —; said sum being received in full payment and satisfaction for such rights and the right to cut down trees necessary to protect said line from possible falling timber. It is understood and agreed that the said The Lafayette Light & Power Company, its successors and assigns, are to pay for all damage to fences, crops or property caused by the erection or maintenance of the lines mentioned above, providing notice in writing is given to the said Company, its successors or assigns, within thirty days after such damage occurs. It is further understood and agreed that the said The Lafayette Light & Power Company, its successors or assigns, are to pay to the undersigned One Dollar (\$1.00) for each and every pole or tower erected in open ground, and One Dollar (\$1.00) for each and every pole or tower erected on fence lines or along roads, streets or highways; said payment to be made before entering on said right of way for purposes of construction. No agent is authorized to make any promise or agreement without the same being incorporated in this agreement, nor is any agent authorized to procure a receipt to or voucher except upon payment of the amount, and notice is hereby given that, if this agreement is signed without payment being first made, it is done at the signer's risk. Witness our hand this 31 day of July 1914 at Knadenbushen, Ohio.

Witness H. A. Sharts
Witness Geo. R. Peers
D. M. Hamilton
E. M. Hamilton
State of Ohio, Tuscarawas County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. M. Hamilton and E. M. Hamilton who ratify the foregoing instrument, who acknowledged that they are the owners of the premises therein described, have full power to grant the rights therein given and that they signed said instrument as their free and voluntary act and deed for the uses and purposes therein set forth. In Witness Whereof, I have hereunto subscribed my name and affixed my notarial seal, this 16th day of Sept. 1914.

Received Nov. 17th 1914 at 3:00 P.M. J. H. [Name]

Recorded Dec. 1, 1914

By transfer of this check see Release Record Vol 2 Page 166 (to 26)

5979

D. M. Hamilton et al
to

THIS AGREEMENT, Made the 18 day of Dec. A.D. 1922
WITNESSETH, That D. M. Hamilton and E. M. Hamilton
of the Post Office of Gnadenhuttan County of TUSCARAWAS
and State of Ohio, First party, in consideration of One dollar,

The Logan Natl. Gas & Fuel Co.

the Post Office of Gnadenhuttan County of TUSCARAWAS
and State of Ohio, First party, in consideration of One dollar,

paid by The Logan Natural Gas & Fuel Company (a corporation duly organized under the laws of Ohio), Second party
do hereby grant, demise and let unto the second party, all the oil and gas, and their contents in and under the following described tract of land, and also said
tract of land for the purpose of operating thereon for said oil and gas, with the right to use water therefrom, and all rights and privileges necessary or convenient for
conducting said operations, and transportation of oil and gas and waiving all rights in claim or hold any of the property or improvements placed or erected in or
on said land by the second party as fixtures or as part of the realty; and all said property and improvements may be removed at any time by the second party, which

tract of land is situated in the Township of Clay County of TUSCARAWAS and State of Ohio

and is bounded and described as follows, to-wit:

On the North by lands of Hamilton & Hubbard

On the East by lands of Ino Heller

On the South by lands of Hamilton

On the West by lands of Tuscarawas River

15/18

FOR RECORD OF THE
TRANSFER OF THIS
LEASE

SEE RELEASE RECORD
VOL 3 PAGE 1573

Containing Thirty (30) acres, more or less; but no wells shall be drilled within three hundred feet of the present
buildings unless both parties consent thereon; to have and to hold the same unto and for the use of the second party, successors and assigns, for the term SEVENTY
years from the date hereof, and as much longer as oil or gas is found in paying quantities, excepting and reserving to the first party the one-eighth part of share of all
the oil produced and saved from the premises, delivered to the first party's credit and for each well that produces and in sufficient quantities to justify
production, the first party shall be paid at the rate of THIRTY dollars per acre, payable quarterly in advance, from the time and while the
oil therefrom shall be produced and sold off the premises. Should gas also be produced from said well or wells on the premises
within (least) the lessee shall receive compensation therefor at the rate of Twenty-five (\$25.00) Dollars per acre for each well utilized for making casing head gas-
oline. And if the lessee does not have title to all of the oil and gas in the leased premises, there shall be retained such part of all payments made by the lessee here-
under as shall be proportionate to the outstanding title, and payments thereafter to be made shall be reduced in the same proportion.

Lessee may lay a line to any gas well on said land and take gas produced from said well for use for light and heat in one dwelling house on said land as
Lessee's own use, subject to the use and the right of abandonment of the well by Lessee; the first Two Hundred thousand cubic feet of gas taken in each year shall be
free of cost, but all gas in excess of Two Hundred thousand cubic feet taken in each year shall be paid for at the current published rates of the Lessee in the town
nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon condition
that Lessee shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas. First party further agrees that they
will incur said gas in payment of operations for drilling, testing and finishing, and second party to have privilege of transporting same before said gas is metered on and at
reasonable times thereafter. Upon failure to comply with the foregoing provisions, relating to free gas the Lessee shall have the right forthwith to shut off said free
gas and the aforesaid conditions are complied with.

The second party shall have the right to free use of surface gas, oil or water from the premises to run all necessary machinery for drilling and operating wells
on said premises.

Second party covenants and agrees to commence operations upon said premises within TWO years from the date hereof,
unavoidable delays and accidents only excepted, or to pay to said first party Eight \$8.00 Dollars annually, payable quarterly
in advance, for each year thereafter the commencement of operations is delayed, the completion of a well upon said premises, irrespective of oil or gas in paying
quantities shall automatically operate as a waiver of the payment of any and all delay rentals for a period of one year thereafter, or the expiration of which time the
second party shall have the right to commence further operations or to continue to pay delay rentals as herein provided.

Said payments if the second party elects to pay the same, shall be paid by check mailed direct to Gnadenhuttan
Post Office TUSCARAWAS County, Ohio, or may be paid by depositing the same to the credit of D. M. Hamilton
in the Gnadenhuttan Bank of Gnadenhuttan Ohio.

Lessee hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redempt the
lease, by payment, any mortgage, lease or other liens on the above described lands, in the event of default of payment by lessee, and be subrogated to the rights of
the holder thereof.
It is further mutually agreed by and between the parties hereto that the party of the second part shall have the right at any time to surrender this lease to the
party of the first part and thereby be relieved of all obligations hereunder thereafter accruing. The delivery of the instrument of surrender, duly acknowledged to first
party or to the said bank for the first party, shall be considered as full compliance with this provision.
It is agreed that all the terms and conditions hereof shall extend and apply to the heirs, successors, administrators, executors and assigns of the parties respec-
tively.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names on the day and year first above written.
Signed and acknowledged in presence of us
F. O. Sigler D. M. Hamilton
L. Galbraith E. M. Hamilton

ATTEST:
Olive G. Delamater The Logan Natural Gas & Fuel
Its Assistant Secretary, Company (Seal)
By E. F. Jackson Assistant to the President.

THE STATE OF OHIO,
County of TUSCARAWAS
On this 18th day of Dec, A. D. 1922, before me, the subscriber, Notary Public in and for
said County, personally came the within named D. M. Hamilton and E. M. Hamilton

the lessor in the within lease and acknowledged the signing thereof to be their voluntary act and deed, for the purposes
therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year aforesaid.
Received Jan. 31, 1923 at 9:00 A. M. L. Galbraith
Recorded Feb. 24, 1923 Fee \$1.60 Notary Public (Seal)
Belchote
Recorder.

to between Chas. W. Hamilton, Alice C. Hamilton his wife of
The Ohio Power Co. the County of Tuscarawas, in the State of Ohio, parties
of the first part, and THE OHIO POWER COMPANY, a corpora-
tion 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 & 00/100 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,
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, lessees, and tenants 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,
over, through or across the following described lands situated in Clay Township, in the
County of Tuscarawas in the State of Ohio, and part of Section No. . . Township No. 6N
and Range No. 2W and bounded:

On the North by the lands of Tuscarawas River & Jos. Hamilton heirs.
On the East by the lands of Peter Glazer, John Blind.
On the South by the lands of B. Burdette.
On the West by the lands of Ira Shull, B. Demuth.

TOGETHER 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, 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 patrolling the line, of repairing, renew-
ing or adding to the number of said poles, structures, fixtures and wires, and for do-
ing anything 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; provided however, the said THE OHIO POWER COMPANY, its suc-
cessors or assigns, shall further pay to us or our heirs or assigns, the sum of \$10.00
for each additional pole erected on said lands, hereinbefore described, from time to
time, whenever and as soon as any poles are erected thereon. Grantee will immediately
repair or replace all fences, gates, drains and ditches injured or destroyed by it on
said premises or pay Grantor 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 damages caused in the operation and mainte-
nance of said lines, shall be made at or mailed to the office of the Grantee at One
South Fourth Street, Columbus, Ohio, within thirty days after such damages occur. If
Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated.
Any trees cut will be paid for by Board Measure, using Stricker's Lumber Tables, 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 succe-
sors and assigns.

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

Signed and Acknowledged in the presence of:

D. M. Thompson
Ernest Hogue

Chas. W. Hamilton
Alice C. Hamilton

The State of Ohio, Tuscarawas County ss.

Before me, a Notary Public in and for said County, personally appeared 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 WITNESS WHEREOF, I have hereunto set my hand and official seal on this 4th
day of April A. D. 1928.

Received June 16, 1928 at 9:00 A. M.

Ernest Hogue

Recorded June 29, 1928.

Notary Public (Seal)

Fee \$1.55

John A. Jacob Recorder.

72/110

DEED OF EASEMENT
4137
Dennis M. Hamilton et ux This indenture, made this 5th day of April 1928 by and
to between Dennis M. Hamilton, Eva M. Hamilton his wife of
The Ohio Power Co. the County of Tuscarawas, in the State of Ohio, parties
of the first part, and THE OHIO POWER COMPANY, a corpora-
tion 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 & 00/100 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,
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, lessees, and tenants 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,
over, through or across the following described lands situated in Clay Township, in the
County of Tuscarawas in the State of Ohio, and part of Section No. . . Township No. 6N
and Range No. 2W and bounded:

On the North by the lands of Peter Zimmerman, J. B. Hamilton "estate".
On the East by the lands of John Helter
On the South by the lands of Mary A. Hamilton
On the West by the lands of Mary A. Hamilton & Tuscarawas River.

TOGETHER 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, 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

22/111

described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything 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; provided however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to us or our heirs or assigns, the sum of \$5.00 for each additional pole erected on said lands, hereinafore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor 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 damages caused in the operation and maintenance of said lines, shall be made at or mailed to the office of the Grantee at One South Fourth Street, Columbus, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. 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 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 and seal the day and year first above written.

Signed and Acknowledged in the presence of:

D. M. Thompson
Ernest Hague

Dennis M. Hamilton
Eva M. Hamilton

The State of Ohio, Tuscarawas County ss.

Before me, a Notary Public in and for said County, personally appeared the above named Dennis M. 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 WITNESS WHEREOF, I have hereunto set my hand and official seal on this 5th day of April A. D. 1928.

Received June 16, 1928 at 8:00 A. M.

Ernest Hague

Recorded June 20, 1928.

Notary Public (Seal)

Fee \$1.55

Frank A. Frank

Recorder.

4158

DEED OF EASEMENT

Alvin A. Huston et ux
to
The Ohio Power Co.

This Indenture, made this 27th day of March 1928 by and between Alvin A. Huston, Sarah E. Huston, his wife of the County of Tuscarawas, 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 & 00/100 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, 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, 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 wires in, on, along, over, through or across the following described lands situated in Salem Township, in 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 East 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, G. S. Bremer

TOGETHER 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, 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 patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything 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; provided however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to us or our heirs or assigns, the sum of \$5.00 for each additional pole erected on said lands, hereinafore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor 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 damages caused in the operation and maintenance of said lines, shall be made at or mailed to the office of the Grantee at One South Fourth Street, Columbus, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. 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 Have and to Hold the same unto said party of the second part, its successors and assigns.

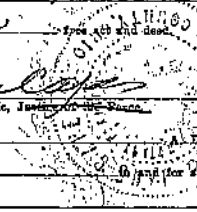
In Witness Whereof, the parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed and Acknowledged in the presence of:

STATE OF Ohio On this 26th day of Sept ^{VOL 72 PAGE 895} A. D. 1967
 County of Tuscarawas before me, a Notary Public in and for said County
 personally appeared the said Willard P. Miller & Mary L. Miller
 who acknowledged that they did sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and Official seal, the day and year aforesaid.
 JANE CAPES,
 TUSCARAWAS COUNTY, OHIO
 COMMISSION EXPIRES JAN. 17, 1968

Jane Capes
 Notary Public, Justice of the Peace



STATE OF _____ On this _____ day of _____ A. D. 19____
 County of _____ before me, a _____ in and for said County
 personally appeared the said _____
 who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____ free act and deed.
 WITNESS my hand and _____ seal, the day and year aforesaid.

Notary Public, Justice of the Peace. (Em)

CHECKED BY J. E. Schaefer
 OFFICE OF THE COUNTY CLERK
 TUSCARAWAS COUNTY, OHIO

This lease is hereby cancelled and surrendered this _____ day of _____ 19____

Witness: THE EAST OHIO GAS COMPANY
 By J. E. SCHAEFER, MANAGER EXPLORATION & DEVELOPMENT

This instrument prepared by The East Ohio Gas Company.

32398

No. 68776 A.C.S. 39

OIL, GAS AND STORAGE LEASE

From Willard P. Miller, Estate

THE EAST OHIO GAS COMPANY
 1777 EAST NINTH ST.
 CLEVELAND, OHIO 44114

RECEIVED FOR RECORD
 REGORNE M. DIMERWOOD, County Recorder

JAN 26 1968
 Recorded 26 Page 18
 Vol. 72 of the
 Tuscarawas County, Ohio

200

408-51

MICROFILMED

57781

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MEMORANDUM OF LEASE

This Memorandum of Lease made this 15TH day of SEPT ~~August~~, 1983, between Wilbur 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".

W I T N E S S E T H

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 15TH day of SEPT 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 15TH day of SEPTEMBER, 1983.

IN WITNESS WHEREOF, LESSOR and LESSEE have set their hands thereto this 15TH day of August, 1983.

Signed and acknowledged in the presence of:

<u>Robert Matthews</u>	<u>Wilbur P. Miller</u> Wilbur P. Miller, husband
<u>JM White</u>	<u>Mary Lou Miller</u> Mary Lou Miller, wife LESSOR

<u>Robert Matthews</u>	<u>THE BURNING HOLLOW COAL COMPANY</u>
<u>JM White</u>	By: <u>Raymond Lehmers, Jr.</u> , President LESSEE

PREPARED BY
MICHAEL A. COCHRAN
ATTORNEY AT LAW
PHONE 1-614-254-9429
116 N. CHERRY STREET
GNADENHUTTEN, OHIO
44829

Situated in the Township of Clay, County of Tuscarawas and State of Ohio Being a part of Lot Number Twenty-four (24) of the Gnadenhutzen 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 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.

Situated in the Township of Clay, County of Tuscarawas and State of Ohio: And known as part of Lot Number twenty-five of the Gnadenhutzen 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.

MICROFILMED

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 Gnadenhutzen tract and also part of Lot numbered twenty-five of the Gnadenhutzen 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 Gnadenhutzen to Westchester 66 feet north of a stone at the south-west corner of a 20 acre 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 79 1/4 deg. West fourteen chains and four links to said beech stump 18 inches in diameter; thence north 79 1/4 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 Ohio and known as part of Lot Number twenty-four (24) in the Gnadenhutzen 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 Gnadenhutzen 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 Dead 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 Gnadenhutzen 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)
) SS:
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.

[Signature]

Notary Public

THE STATE OF OHIO)
) SS:
COUNTY OF TUSCARAWAS)

[Signature]

Notary Public
May 20, 1983

Before me, a notary public in and for said County, personally appeared the above named Burning Hollow Coal Company, by Raymond 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.
SEP 19 1983

Recorded *Sept 19 83*
Vol *1402* Page *1402* of the
Tuscarawas County, Ohio Records of

[Signature]

Notary Public

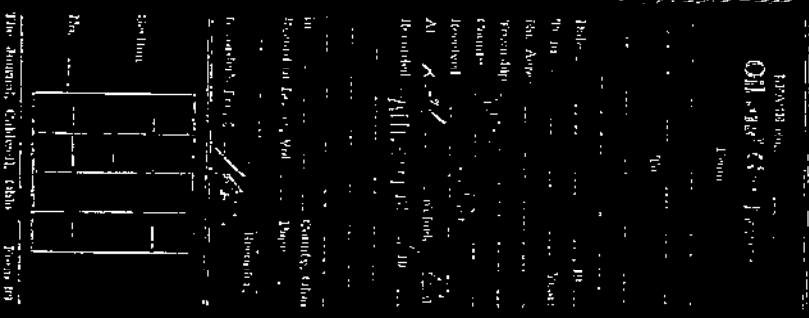
[Signature]
May 20, 1983

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

STATE OF OHIO. COUNTY OF ... In and for the County of ...

STATE OF OHIO. COUNTY OF ...

Witness my hand and seal of office this ... day of ... A. D. 19... at ...



SEE RELEASE RECORD VOL. PAGE 578 9/12/57

THIS AGREEMENT made and entered into this ... day of ... A. D. 19... by and between ...

... hereinafter called the Lessor, of the one part,

and ... hereinafter called the Lessee, of the other part,

WITNESSETH: That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged ...

... bounded substantially as follows: On the North by the lands of ... On the East by the lands of ... On the South by the lands of ... On the West by the lands of ...

... containing ... acres, more or less (being all the land owned by Lessor in said District) (Township). It being understood, however, that no well shall be drilled within ... feet of the bore or derrick, on said premises without the consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows: Lessee to deliver to the Lessor in tanks or pipe lines one eighth (1/8) of the oil produced and saved from the premises ... Should a shut-in be marked from any oil well however, the annual rental shall be twenty-five (\$25.00) per year for the term of said shut-in.

Lessee to commence a well on said premises within ... from this date or pay to Lessor ... Dollars, (\$...) each year, payable quarterly ...

Should a shut-in be marked from any oil well however, the annual rental shall be twenty-five (\$25.00) per year for the term of said shut-in.

476

... and the right of first refusal and the right of redemption of the well ...
 ... and the right of first refusal and the right of redemption of the well ...
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... and the right of first refusal and the right of redemption of the well ...
 ... and the right of first refusal and the right of redemption of the well ...
 ... and the right of first refusal and the right of redemption of the well ...

STATE OF OHIO
 COUNTY OF ...
 Personally appeared before me, ...
 In testimony whereof I have hereunto set my hand and affixed my ...
 Notary Public, Justice of the Peace

STATE OF OHIO
 COUNTY OF ...
 Personally appeared before me, ...
 In testimony whereof I have hereunto set my hand and affixed my ...
 Notary Public, Justice of the Peace

RELEASE
 ...
 In testimony whereof I have hereunto set my hand and affixed my ...
 Notary Public, Justice of the Peace



AGENCY DISCLOSURE STATEMENT



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

Property Address: 8905 GILMORE ROAD GNADENHUTTEN, OHIO

Buyer(s): _____

Seller(s): MILLER ET AL

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) DON R WALLICK AUCTIONS and real estate brokerage PISSTOCRA MATHIAS REALTY will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT _____ DATE _____

X Ernest B. Terrell 7-14-08
SELLER/LANDLORD DATE

BUYER/TENANT _____ DATE _____

X Don Wallick 7/14/08
SELLER/LANDLORD DATE

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (Initial)

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

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

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

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

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

Agent's Acknowledgment (Initial)

(f) DW 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.

Certification of Accuracy

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

<u>X</u> <u>Ernst B. Zent</u>	<u>7-14-08</u>	<u>X</u> <u>Robert J. Ferrell</u>	<u>7/14/08</u>
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date



AGENCY DISCLOSURE STATEMENT



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

Property Address: 8905 GILMORE ROAD GNADENHUTTEN, OHIO

Buyer(s): _____

Seller(s): MILLER ET AL

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) DON R WALLACE AUCTIONS and real estate brokerage PISCOCA MATHIAS REALTY will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT _____ DATE _____

X Thomas L. Miller 7-12-08
SELLER/LANDLORD DATE

BUYER/TENANT _____ DATE _____

X Jane M. Miller 7-12-08
SELLER/LANDLORD DATE

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (Initial)

(f) DMW 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.

Certification of Accuracy

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

<u>X Thomas L. Miller</u>	<u>7-12-08</u>	<u>X Jane M. Miller</u>	<u>7-12-08</u>
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date



AGENCY DISCLOSURE STATEMENT



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

Property Address: 8905 GILMORE ROAD GNADENHUTTEN, OHIO

Buyer(s): _____

Seller(s): MILLER ET AL

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) DON R WALLICK AUCTIONS and real estate brokerage PISSEOCRA MATHIAS REALTY will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT _____ DATE _____
 BUYER/TENANT _____ DATE _____

X Marlynn Domes 7/12/08
SELLER/LANDLORD DATE
 X Marria Domes 7/12/08
SELLER/LANDLORD DATE

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (Initial)

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

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

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

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

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

Agent's Acknowledgment (Initial)

(f) DRW 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.

Certification of Accuracy

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

<u>X Marilyn Dimer</u>	<u>7/12/08</u>	<u>X Morris Dimer</u>	<u>7/12/08</u>
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date



AGENCY DISCLOSURE STATEMENT



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

Property Address: 8905 GILMORE ROAD GNADENHUTTEN, OHIO

Buyer(s): _____

Seller(s): MILLER ET AL

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) DONR WALLICK AUCTIONS and real estate brokerage PISSOCRA MATHIAS REALTY will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT _____ DATE _____

BUYER/TENANT _____ DATE _____

Judith M. McQuinn 7/18/08
SELLER/LANDLORD DATE

Don Wallick 7/18/08
BUYER/TENANT DATE

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

(f) DRW 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.

Certification of Accuracy

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

<u>X</u> <u>Chadwick M. McFirth</u>	<u>7/18/08</u>	<u>X</u> <u>Jeffrey B. McFirth</u>	<u>7/18/08</u>
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date



AGENCY DISCLOSURE STATEMENT



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

Property Address: 8905 GILMORE ROAD GNADENHUTTEN, OHIO

Buyer(s): _____

Seller(s): MILLER ET AL

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) DON R WALLICK AUCTIONS and real estate brokerage PISSEORA MATHIAS REALTY will

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

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

CONSENT

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

BUYER/TENANT _____ DATE _____

X William H Miller 7-30-08
SELLER/LANDLORD DATE

BUYER/TENANT _____ DATE _____

X Morgan Miller 7-30-08
SELLER/LANDLORD DATE

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

(f) DMW 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.

Certification of Accuracy

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

X William H. Allen 7-30-08 X Deanna Miller 7-30-08
Seller Date Seller Date
Purchaser Date Purchaser Date
Agent Date Agent Date



AGENCY DISCLOSURE STATEMENT



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

Property Address: 8905 GILMORE ROAD GNADENHITTEN, OHIO

Buyer(s): _____

Seller(s): MILLER ET AL

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) DON R WALLICK AUCTIONS and real estate brokerage PISSEORA MATHIAS REALTY will

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

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

CONSENT

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

BUYER/TENANT _____ DATE _____

BUYER/TENANT _____ DATE _____

X Donald E Miller 7-15-08
SELLER/LANDLORD DATE
X Judith A. Miller 7-15-08
SELLER/LANDLORD DATE

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

(f) Drew 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.

Certification of Accuracy

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

<u>X</u> <u>Donald E. Miller</u>	<u>7-15-08</u>	<u>X</u> <u>Quinn A. Miller</u>	<u>7-15-08</u>
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

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

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