

Order No. 270090852



**Lawyers Title Insurance Corporation - Medina  
Medina, OH  
TITLE REPORT**

This report has been prepared by:  
Lawyers Title Insurance Corporation - Medina  
225 E. Liberty St.  
Medina, OH 44256

For:  
Don R. Wallick Auctions Inc. and Pissocra Mathias Realty Inc.

1. Search Date: December 9, 2009
2. Interest in the land described in this report is owned at the Search Date by:  
Dan C. Farnsworth, by deed filed for record July 28, 2004 and recorded in Instrument no.  
200407280054168 of the Stark County Records.

3. The land referred to in this report is described as follows:

See Exhibit A attached hereto

The within information was obtained from the public records. It is not a title report, legal opinion or any form of title insurance. It is being provided only for informational purposes.

**EXHIBIT "A"**

Situated in the City of Alliance, County of Stark and State of Ohio:

Known as and being the South Fifty (50) feet to Lot No. 9481 in the City of Alliance, as the same is marked, numbered and distinguished on the recorded Plat in the Recorder's Office at Canton, Ohio.

Property Address: 2327 Clark Ave, Alliance, OH 44601  
Tax ID No.: 0105463

**Lawyers Title Insurance Corporation - Medina  
Medina, OH  
TITLE REPORT  
MATTERS FOUND OF RECORD**

1. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.  
Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
3. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
4. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
5. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
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.
2. Assessments, if any, not yet certified to the County Auditor.
3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Unfiled mechanic's or materialman's liens.
6. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
7. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
8. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained with the legal description of premises insured herein.
9. Non-Development Oil and Gas Lease recorded in Instrument No. 98008314 of the Stark County

Records. NOTE: This Company makes no representation as to the present ownership of this lease.

10. Taxes for the year of 2009 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2008 are as follows  
PPN 01-05463  
Taxes for the first half are paid.  
Taxes for the second half are paid.  
Per half amount \$437.45.


**LAWYERS TITLE INSURANCE CORPORATION  
COMMITMENT FOR TITLE INSURANCE**

---

**Schedule A**

---

- 1. Effective Date:** December 09, 2009, at 6:59 a.m.      **Commitment No.:** 270090852
  
- 2. Policy or Policies to be issued:**  
  
ALTA Owner's Policy - 6/17/06  
**Proposed Insured:**  
**Amount:** "TO BE DETERMINED"  
  
ALTA Loan Policy - 6/17/06  
**Proposed Insured:**  
**Amount:** "TO BE DETERMINED"
  
- 3. The estate or interest in the land described or referred to in the Commitment and covered herein is:** Fee Simple
  
- 4. Title to the estate or interest in the land is vested in:**  
  
Dan C. Farnsworth, by deed filed for record July 28, 2004 and recorded in Instrument no. 200407280054168 of the Stark County Records.
  
- 5. The land referred to in this Commitment is situated in the County of Stark, State of Ohio, and is described as follows:**  
See Exhibit "A" attached hereto.

By:   
Terry Endress, Authorized Agent

**Lawyers Title Insurance Corporation**  
225 E. Liberty St.  
Medina, Ohio 44256  
PHONE: 330-723-3100  
FAX: 330-722-4968

**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 false or deceptive statement is guilty of insurance fraud.

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Title Association (2006) front cover form ("The Form") and is subject to the Conditions and Stipulations stated therein, all of which are incorporated herein. If this copy of the Commitment is not accompanied by the Form, a copy may be obtained from this Company upon request.

**SCHEDULE B - SECTION 1  
REQUIREMENTS**

**The following are the requirements to be complied with:**

1. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.  
Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
3. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
4. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
5. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.

**SCHEDULE B - SECTION 2  
EXCEPTION**

**The Policy or Policies to be issued will contain exception to the following 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.
2. Assessments, if any, not yet certified to the County Auditor.
3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Unfiled mechanic's or materialman's liens.
6. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
7. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
8. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained with the legal description of premises insured herein.
9. Non-Development Oil and Gas Lease recorded in Instrument No. 98008314 of the Stark County Records. NOTE: This Company makes no representation as to the present ownership of this lease.
10. Taxes for the year of 2009 and subsequent years are a lien, but are not yet due and payable.  
The County Treasurer's General Tax Records for the tax year 2008 are as follows  
PPN 01-05463  
Taxes for the first half are paid.  
Taxes for the second half are paid.  
Per half amount \$437.45.

**NOTE:** The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

**EXHIBIT A**

Situated in the City of Alliance, County of Stark and State of Ohio:

Known as and being the South Fifty (50) feet to Lot No. 9481 in the City of Alliance, as the same is marked, numbered and distinguished on the recorded Plat in the Recorder's Office at Canton, Ohio.

Property Address: 2327 Clark Ave, Alliance, OH 44601

Tax ID No.: 0105463



PARSWORTH DAN C  
7140 STATE RD  
WAUSWORTH OH 44281

9481 50' SE	16,380	22,020		
5,640				
CURRENT TAX	829.05	437.45	21809	688
TAX REDUCTION	-342.99			
10% ROLLBACK	-48.61			
PAY NO	01-05463	RESIDENTIAL	TOTAL *****	
			437.45	437.45*
			829.05	437.45
			-342.99	714091280
			-48.61	
			437.45	

*all 2008 paid*



Stark County, Ohio Auditor's office: Kim R. Perez  
Parcel - 0105463

**GENERAL PARCEL INFORMATION**

Owner: FARNSWORTH DAN C  
Property Address: 2927 CLARK AVE, ALLIANCE, OH 44601-4851  
Mailing Address:

7140 STATE RD  
WADSWORTH OH 44281  
9481 50 SE

Legal Description: 510 - Residential, 1-Family Dwelling  
Number Of Cards: 1  
DTE Classification: RESIDENTIAL  
Property Class: 01 ALLIANCE CITY-ALLIANCE CSD  
Tax District: 7801 ALLIANCE CSD  
School District: 001-04-04-06  
Neighborhood: 081/04  
Map/Block:

Code	Average	Frontage	Depth	Sq Ft	Method	Rate	Adj %	Value
001-HOUSE/LOT	50	156	9250	FF		940		\$16,120

**RECENT SALE**

Date	Prior Owner	Stated Value	Taxable Value	No. Parcels
7/28/2004		\$75,000	\$22,790	1

**SALES**

Date	Work Order	Work Order Year	# Parcels	Arms	Sale Price	Taxable Value
7/28/2004	10286	2004	1	YES	\$75,000	\$22,790
12/5/1884	14039	1894	1	YES	\$40,000	\$5,110
4/10/1950	03178	1890	1	YES	\$28,000	\$9,450

**VALUATION**

Year	Land Value	35% Land	Building Value	95% Building	Total Value	36% Total
2009	\$16,100	\$5,640	\$42,200	\$14,770	\$56,900	\$20,410
2008	\$16,100	\$5,640	\$46,900	\$16,380	\$62,900	\$22,020
2003	\$13,900	\$4,870	\$51,200	\$17,920	\$65,100	\$22,790

Stark County, Ohio Auditor's office: Kim R. Perez  
 Parcel - 0105463

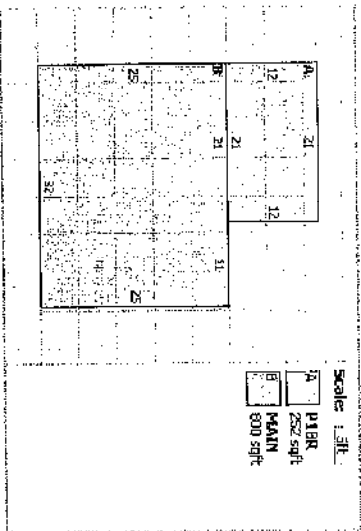
Page 2 - Run at: 12/16/2009

Card - 1

RESIDENTIAL			
Build Type	15 - Bungalow	Basement/Fsq	NO
Year Built	1948	No. Fireplaces	NO
No. Stories	ONE & 1/2 STORIES	Family Room	\$40,691
Condition	GOOD	Primary Value	
Sq. Ft.	1200		
Quality Grade	95%		
Constr. Type	FRAME		
Basement Fm. Quality	N/A		
Artl. Basement Finish	N/A		
Heat Type	GAS		
Central Air	NO		
Bedrooms	4		
Full Baths	1		
Half Baths			

IMPROVEMENTS

Name	Description	Sq. Ft.
MAIN	BUNGALOW	800
P1BR	COVERED PORCH: 1 SIV BRICK	252



SECONDARY RESIDENTIAL

Type	Walls	No. Stories	Constr. Type	Dimensions	Sq. Ft.	Year	Grade	Value
0140 - Garage	0	ONE STORY	CONCRETE	15x24	360	1957	80	\$1,516



# Know all Men by these Presents

That WE, HAROLD D. WILLIAMS, a married person, and MATTHEW L. WILLIAMS,  
a single person, , the Grantors  
who claim title by or through instrument , recorded in Volume , Page ,  
County Recorder's Office, for the consideration of -----  
-----Ten and More----- Dollars (\$10.00 & more)  
received to our full satisfaction of  
DAN C. FARNSWORTH

whose TAX MAILING ADDRESS will be 7140 State Road , the Grantee ,  
Wadsworth, Ohio 44281 do

Give, Grant, Bargain, Sell and Convey unto the said Grantee , his  
heirs and assigns, the following described premises, situated in the City of  
Alliance , County of Stark and State of Ohio:

Situated in the City of Alliance, County of Stark and State of  
Ohio: known as and being the South Fifty (50) feet of Lot No.  
9481 in the City of Alliance, as the same is marked, numbered  
and distinguished on the recorded plat in the Recorder's Office  
at Canton, Ohio.

Parcel No. 01-05462

  
Trailer: 200407200004160 07/28/2004  
P.4 of 2 P.429.00  
Rick Campbell 12:58PM DEED  
Stark County Recorder 120040031228

01-05462 TRS All KUB 07-28-04

**BRANT LUTHER**  
Stark County Auditor  
FEE 75.00

JUL 28 2004

TRANSFERRED - So  
TRANSFER NOT NECESSARY  
DEPUTY [Signature]  
IN COMPLIANCE WITH ORCS 13.42

2004010286

be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

And we, Harold D. Williams and Matthew L. Williams the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that at and until the ensueing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes for the year 2004 and thereafter which the Grantee assumes and agrees to pay, and subject to rights of way and restrictions of record, easements, and subject to restrictions by virtue of zoning ordinances, if any

Instr: 200407200054100  
P 2 of 2 2:428.00 07/20/2004  
Rick Campbell 12:58PM DEED  
Stark County Recorder T200400081230

and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration

SUSAN J. WILLIAMS, wife of Harold D. Williams, do hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all her right and expectancy of dower in the above described premises.

In Witness Whereof we have hereunto set our hands, the day of 20 July, in the year Two Thousand and Four.

Signed and acknowledged in presence of

Harold D. Williams  
SUSAN J. WILLIAMS, dower only  
Matthew L. Williams  
MATTHEW L. WILLIAMS

State of Ohio }  
Stark County, ss. Before me, a Notary Public  
in and for said County and State, personally appeared  
the above named HAROLD D. WILLIAMS, SUSAN J. WILLIAMS and MATTHEW L. WILLIAMS  
who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Alliance, Ohio, this 20 day of July, A. D. 2004

This instrument prepared by:  
Lawrence S. Brandel  
Attorney at Law  
122 Public Square  
Medina, Ohio 44256  
(330) 722-6611

NOTARY PUBLIC  
My commission expires: 7-21-2004



TO

Transferred \_\_\_\_\_  
COUNTY AUDITOR  
State of Ohio  
County of \_\_\_\_\_  
Received for Record on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. in \_\_\_\_\_ and recorded \_\_\_\_\_ Bank \_\_\_\_\_  
COUNTY RECORDER  
Recorders Fee \$ \_\_\_\_\_  
This instrument prepared by \_\_\_\_\_

98008314

**NON-DEVELOPMENT OIL & GAS LEASE**

THIS LEASE made this 23 day of OCTOBER, 19 97, by and between  
HAROLD D. and MATTHEW L. WILLIAMS, HUSBAND & WIFE  
8887 Clark Avenue 825 HARTSHORN  
Alliance, Ohio 44001

hereinafter called Lessor, and  
Everflow Eastern, Inc., P.O. Box 629, Canfield, Ohio 44408, hereinafter called Lessee, do agree:

1. Lessor, for consideration, grants Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's lands, or any portion, with other lands into a drilling unit of no more than one hundred sixty acres. This Lease is for two (2) years, and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgement from any such unit. This lease covers all of Lessor's land in and adjoining Section 2481 of City of Alliance City, Stark County, Ohio, containing 0.221 acres, more or less, and bounded substantially, now or formerly, as follows:

North by Quinn, Fitzelle East by Clark Avenue  
South by Ramser West by Mount Union College  
Or further described as \_\_\_\_\_

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of the proceeds realized by Lessee on all the oil and gas sold off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any surface installation of any nature whatsoever on the leased property, the within Lessee being granted solely for the purpose of permitting the Lessee to unitize the leased property with other properties, which other properties shall bear all the burden of development. Lessor understands and gives consent that, due to slant (directional) drilling, originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property.

4. This lease shall be binding on all heirs, successors, and assigns of Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate evidence of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time surrender this Lease in whole or in part.

5. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

Witnessed by:  
Keith Hickman  
(signature of first witness)  
KEITH HICKMAN  
(printed name of first witness)  
Laszlo D. Dundic  
(signature of second witness)  
Laszlo D. Dundic  
(printed name of second witness)  
\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(print name)  
JANE VIGNOS  
(signature)  
09 FEB 17 AM 8:56  
(print name)  
Witnesseth as to all signatures 1400  
FEL

Lessor:  
Harold D. Williams  
Harold D. Williams  
Social Security # \_\_\_\_\_  
Matthew L. Williams  
Matthew L. Williams  
Social Security # \_\_\_\_\_  
Susan J. Williams  
Susan J. Williams  
Social Security # \_\_\_\_\_

INDEX	4
DESCRIPTION	1
CROSS REF	

MUC #1D - kh  
019730

98008314

STATE OF Ohio, COUNTY OF STARK SS:

The foregoing instrument was acknowledged before me this 23 day of OCTOBER, 19 97, by HAROLD P. and SUSAN J. WILLIAMS

My Commission Expires: [Signature]  
Notary Public

Kelth Hickman - Notary Public  
State of Ohio  
My Commission Expires April 15 1998

STATE OF Ohio, COUNTY OF STARK SS:

The foregoing instrument was acknowledged before me this 23 day of OCTOBER, 19 97, by MATTHEW L. WILLIAMS

My Commission Expires: [Signature]  
Notary Public

Kelth Hickman - Notary Public  
State of Ohio  
My Commission Expires April 15 1998

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ SS: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, respectively, of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

Prepared by:  
Everflow Eastern, Inc.  
P.O. Box 629, Canfield, Ohio 44408



---

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

Don R. Wallick Auctions, Inc.  
965 N. Wooster Avenue  
Strasburg, Ohio 44680  
info@WallickAuctions.com  
<http://www.WallickAuctions.com>



Toll Free: 1-866-348-9446 - Tel: 330-878-0075 - Fax: 330-878-7318