

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.

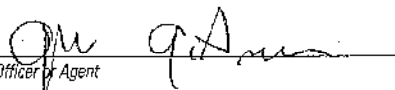
The Company will provide a sample of the policy form upon request.

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 or Agent

By  _____ President
Attest  _____ Secretary

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A

1. **Effective date:** March 8, 2010 at 7:59 a.m. **File No. DAVIJO #1**
2. **Policy or Policies to be issued:** **Amount**
 - (a) **Owners Policy** **\$ TO BE DETERMINED**
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:**
See Attached Owner's Schedule
5. **The land referred to in this Commitment is described as follows:**
See description attached hereto at 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

Situated in the Township of Warwick, County of Tuscarawas and State of Ohio and being a part of a 106.52 acre tract belonging to W.A. Gibbs and two others as recorded in Vol. 192, Page 431 of the Tuscarawas County Deed Records, more fully described as follows:

Being a part of the Southeast Quarter of Section 1, Township 7, Range 2 bounded and described as follows: Beginning at the Southeast corner of a 6.5 acre tract belonging to Wm. Clyde Brown, as recorded in Vol. 166, Page 217 of the Tuscarawas County Deed Records; thence South 15 deg. 00 min. East 1055.3 feet to a point in the South line 847 feet to a point; thence North 00 deg. 30 min. West 914.76 feet to a stone in the South line of the 6.5 acre tract of Wm. Clyde Brown; thence along the South line of said tract North 86 deg. 00 min. East, 577 feet to the place of beginning, containing 16.21 acres, more or less.

ALSO conveying the right of way previously excepted and reserved by Anthony Swaldo and Anna Swaldo, husband and wife, in a deed to William Davis and Anna Davis recorded in Volume 498, Page 952 of the Tuscarawas County Deed Records which is set forth as follows:

"Excepting and reserving, however, to the grantors, their heirs, assigns, tenants, licensees, employees, visitors and all persons for the benefit or advantage [sic] of the grantors, a right of way over, across and upon 16 feet off of the southerly end of the above described 1.40 acres, which 16 foot right of way extends the full distance of 669.9 feet along the southerly line of said tract, the grantees, their heirs, assigns, tenants, licensees, employees, visitors and all persons for the advantage of the grantees being likewise entitled to use the same.

Neither the grantors, the grantees, nor anyone claiming under them or either of them, shall in any manner obstruct any portion of said alley or private right of way or use the same for the parking or storage of vehicles or materials or otherwise, or in any manner prevent the free and unobstructed use thereof by all parties entitled to use the same."

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 hereto at Schedule A.

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.
7. The Tuscarawas County Auditor's 2009 General Tax Duplicate for Parcel #63-00935.000 shows:

Taxes for the first half of the year 2009 in the amount of \$236.93, including a special assessment of \$6.00 are paid. Taxes for the second half of the year 2008 in the amount of \$236.93, including a special assessment of \$6.00, are a lien not yet due. Taxes for the year 2010 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.
8. Pending the administration of the estate of Joseph F. Davis, deceased, Tuscarawas County Probate Case No. 2009 ES 55408, in which the will of Joseph F. Davis was admitted to Probate on May 14, 2009, and in which Jean E. Davis has been appointed Executrix.
9. Pending the administration of the estate of Robert Eugene Davis, deceased.
10. Pending the administration of the estate of Gregory Allen Davis, deceased.
11. Certificate of Judgment 2007 CJ 07 0970, CCS Group, LLC, Buyer of Household Bank (SB) NA CLA vs Shirley Davis, filed July 23, 2007 at 4:31 p.m. in the office of the Tuscarawas County Clerk of Courts in the amount of \$1,073.81 plus interest and costs.
12. Reservation of oil and gas in deed to William Swaldo and Joseph E. Davis dated May 8, 1942, and recorded May 25, 1942 at 10:18 a.m. in Volume 234, Page 470 of the Tuscarawas County Deed Records.
13. Subject to right of way in deed to William Davis and Anna Davis dated June 11, 1973, and recorded June 21, 1973 at 3:22 p.m.

in Volume 498, Page 952 of the Tuscarawas County Deed Records.

14. Easement from Adrian Schaar, unmarried, Rudolph Schaar, unmarried, William A. Gibbs and Bernice Gibbs, husband and wife, to Ohio Power Company dated August 19, 1937, and recorded September 24, 1937 at 10:13 a.m. in Volume 226, Page 74 of the Tuscarawas County Deed Records.
15. Reservation of stone coal in deed to W.A. Gibbs, Adrian Schaar and Rudolph Schaar dated May 26, 1936, and recorded September 8, 1936 at 3:18 p.m. in Volume 221, Page 197 of the Tuscarawas County Deed Records.
16. 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.
17. 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.
18. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
19. 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.

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

OWNER'S SCHEDULE

1. **One-Half Interest** - Robert Eugene Davis (at the time of his decease) and Shirley Ann Davis - Vol. 551, Page 67, re-recorded at Vol. 551, Page 96, Tuscarawas County Deed Records.
2. **Two-Fifths Interest** - Joseph Frederick Davis (at the time of his decease) - Vol. 632, Page 65, Volume 639, Page 333 and Vol. 702, Page 494, Tuscarawas County Deed Records.
3. **One-Fortieth Interest** - Wanda Ann Krockner - Vol. 632, Page 65, Tuscarawas County Deed Records
4. **One-Fortieth Interest** - Gragory Allen Davis (at the time of his decease) - Vol. 632, Page 65, Tuscarawas County Deed Records.
5. **One-Fortieth Interest** - Tina Marie Davis - Vol. 632, Page 65, Tuscarawas County Deed Records.
6. **One-Fortieth Interest** - Douglas William Davis - Vol. 632, Page 65, Tuscarawas County Deed Records.

20034943
TOBIN
0018351

New Phila Municipal Court
166 East High Avenue, Ste 5
New Phila, Ohio 44663-2569
FILED
COURT OF COMMON PLEAS
TUSCARAWAS COUNTY OHIO

THE STATE OF OHIO
Tuscarawas County SS:

2007 JUL 23 P 4:31

Ccs Group, Llc Buyer Of
Household Bank (Sb) Na Cla

ROCKNE W. CLARKE
CLERK OF COURTS

: Case: CVF 0400157
:
: CERTIFICATE OF
: JUDGMENT FOR LIEN
:
: Date: Jun 27, 2007
:
: Judge Mary Wade Space

Plaintiff(s)

-VS-

Davis, Shirley

Defendant(s)

* * * * *

I, Susan Galbraith, Deputy Clerk of the above named Court, do hereby certify that on 06/01/2004 a judgment or decree was rendered by said Court in favor of:

Ccs Group, Llc Buyer Of Household Bank(Sb)Na, JUDGMENT CREDITOR

and against:

Shirley Davis, JUDGMENT DEBTOR

in the amount of 1073.81 with interest at the rate of 10 % beginning June 1, 2004, and \$85.00 in costs, in a certain action pending in said Court, as above entitled and, which said Judgment or Decree is entered in Journal No. , pg in said Court.

IN WITNESS WHEREOF, I do hereto subscribe my name officially, and affix the seal of said court this Jun 27, 2007 .

JUDGMENT LIEN RECORDED ON

Julie A. Stamets
Clerk of Court

DOCKET _____ PAGE _____

COURT OF: _____

Susan Galbraith
Susan Galbraith
Deputy Clerk

JUDGMENT LIEN FILED IN TUSCARAWAS COUNTY
COMMON PLEAS COURT, NEW PHILADELPHIA, OHIO.

ROCKNE W. CLARKE, CLERK

Rockne W. Clarke
DEPUTY CLERK OF COURTS

2007 CJ 07 0970
CASE NUMBER

WARRANTY DEED

254/470

1898

KNOW ALL MEN BY THESE PRESENTS, That

(William A. Gibbs et al
to
(William Swaldo et al

William A. Gibbs, also known as W.A. Gibbs and Bernice Gibbs,
is wife, Adrian Schaar, unmarried and Rudolph Schaar, unmarried,

the Grantor s.
Dollars

for the consideration of ONE
(\$ 1.00) received to our full satisfaction of William Swaldo and Joseph E. Davis

the Grantors, do give, grant, bargain,
sell and convey unto the said Grantees, their heirs and assigns, the following described premises, situated in the Township
of Warwick, County of Tuscarawas and State of Ohio
and being a part of a 106.52 acre tract belonging to W. A. Gibbs and two others, as recorded in
Vol. 192, page 431 of the Tuscarawas County Deed Records, more fully described as follows: Being
part of the southeast quarter of section 1, township 7, range 2, bounded and described as
follows:

beginning at the southeast corner of a 6.5 acre tract belonging to Wm. Clyde Brown, as recorded in
volume 188, page 217 of the Tuscarawas County Deed Records; thence south 16 degrees 00 minutes
east 1085.3 ft. to a point in the south line of section 1; thence along the south line of section
north 85 degrees 45 minutes west 847 feet to a point; thence north 08 degrees 30 minutes west
14.76 feet to a stone in the south line of the 6.5 acre tract of Wm. Clyde Brown; thence along
the south line of said tract north 85 degrees 00 minutes east 577 feet to the place of beginning,
containing 13.21 acres more or less.

the said grantors hereby reserve all the oil and gas in and underlying said premises, with the
right to drill for, dig and remove the same; with rights of way for necessary pipe lines, ingress
and egress to and from said premises, and all other necessary rights and privileges necessary,
useful or incidental to the operation of said gas and oil and the drilling and removing thereof

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their
heirs and assigns forever. And we, William A. Gibbs, also known as W. A. Gibbs, and Bernice Gibbs, the
said wife, Adrian Schaar, unmarried, and Rudolph Schaar, unmarried, the said Grantors, do for our
lives and our heirs, executors and administrators, covenant with the said Grantees, their
heirs and assigns, that as and until the ensueing of these presents, we were
and shall be seised 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 specified, and that the same are free from all incumbrances whatsoever, Except the taxes due
the 20, 1942 which the grantors shall pay and all taxes and assessments for the year 1942 falling
due and payable December 30, 1942 and June 30, 1943 and thereafter, which taxes and assessments
the said grantees assume and agree to pay.

we warrant and defend said premises, with the appurtenances thereto belonging, to the said Grantees
their heirs and assigns, against all lawful claims and demands whatsoever, except the taxes and assessments here-
before mentioned.

In Testimony Whereof, We have hereunto set our
hands, the 8th day of May
the year of our Lord one thousand nine hundred and Forty Two.

Signed and acknowledged in the presence of
P. S. OLMSTEAD, Notary Public
William A. Gibbs
Rudolph Schaar
Bernice E. Gibbs
Adrian Schaar

TATE OF OHIO, TUSCARAWAS COUNTY, ss.
Before me, a Notary Public in and for said county and state, personally appeared the above named William
Gibbs, also known as W. A. Gibbs, and Bernice Gibbs, his wife, Adrian Schaar, unmarried and
Joseph Schaar, unmarried, and they did sign the foregoing instrument and that the same to their free act and deed,
In Testimony Whereof, I have hereunto set my hand and official seal, at New Philadelphia, Ohio this 8th
day of May, A. D. 1942
P. S. OLMSTEAD, Notary Public
My Commission Expires Sept. 20th, 1942

TATE OF OHIO, TUSCARAWAS COUNTY, ss.
Before me, a Notary Public in and for said county and state, personally appeared the above named
the acknowledged that did sign the foregoing instrument and that the same to their free act and deed,
In Testimony Whereof, I have hereunto set my hand and official seal, at
this
day of May, A. D. 19
transferred May 25, 1942, O. C. Johnston, County Auditor
Received for Record on the 25 day of May 1942
at 10:18 o'clock A. M.
not Recorded May 25 1942 in Deed Book



P. O. 1

Know all Men by these Presents

That we, Anthony Swaldo and Anna Swaldo, husband and wife,
 of Tuscarawas County, Ohio,
 in consideration of One Dollar and other good and valuable considerations
 to us in hand paid by William Davis and Anna Davis
 whose address is Route #3, New Philadelphia, Ohio
 to the said William Davis and Anna Davis do hereby Grant, Bargain, Sell and Convey

their heirs and
 assigns forever, the following described Real Estate, situate in the Township
 of Warwick in the County of Tuscarawas and State of Ohio.

Being a part of the Southeast Quarter of Section 1, Township 7, Range 2, and
 being a part of a 3.758 acre tract as conveyed to Anthony Swaldo by a deed as
 recorded in Vol. 495, Page 335 of the Tuscarawas County Deed Records, and
 being more fully described as follows:

Beginning at a point on the South line of Section 1 at the Southwest corner
 of the above mentioned 3.758 acre tract, said point being South 85°-45' East,
 46.9 feet from the Southwest corner of the Southeast Quarter of Section 1;
 thence from said beginning point with the Westerly line of said 3.758 acre
 tract North 27°-11' East, 17.37 feet to a point; thence South 85°-45' East,
 340.50 feet to an iron pin; thence North 8°-29' East, 174.70 feet to an iron
 pin; thence South 82°-17' East 298.00 feet to an iron pin on the East line of
 said 3.758 acre tract; thence South 0°-50' West, 168.00 feet to an iron pin at
 the Southeast corner of said 3.758 acre tract and on the South line of Section
 1; thence with the South line of Section 1, North 85°-45' West, 669.90 feet to
 the place of beginning, containing 1.40 acres, more or less, but subject to
 all legal highways.

Excepting and reserving, however, to the grantors, their heirs, assigns,
 tenants, licensees, employees, visitors and all persons for the benefit or
 advantage of the grantors, a right of way over, across and upon 16 feet off of
 the southerly end of the above described 1.40 acres, which 16 foot right of way
 extends the full distance of 669.9 feet along the southerly line of said tract
 the grantees, their heirs, assigns, tenants, licensees, employees, visitors
 and all persons for the advantage of the grantees being likewise entitled to
 use the same.

Neither the grantors, the grantees, nor anyone claiming under them or either
 of them, shall in any manner obstruct any portion of said alley or private
 right of way or use the same for the parking or storage of vehicles or
 materials or otherwise, or in any manner prevent the free and unobstructed use
 thereof by all parties entitled to use the same.

Description prepared by Frank E. Bair, P.S. Registered Surveyor #5918
 Last Transfer: Deed Record Volume 495, Page 335, Vol. 495, page 340 and
 Vol. 495, page 346.

and all the Estate, Right, Title and Interest of the said grantor in and to said premises;
 To have and to hold the same, with all the privileges and appurtenances thereunto
 belonging, to said grantees, their heirs and assigns forever.
 And the said Anthony Swaldo and Anna Swaldo

do hereby Covenant and Warranty that the title so conveyed is Clear, Free and
 Unincumbered, and that they will defend the same against all lawful claims of
 all persons whatsoever. Grantees assume and agree to pay all taxes and
 assessments pro-rated this date.

"Deed of Record for Real
 Estate in Ohio"
 6-21-73
 ED. M. CASSETT
 Registrar of Deeds
 Tuscarawas Co., Ohio

APPROVED
 BY THE TUSCARAWAS
 COUNTY RECORDS
 PLACED ON FILE
 6-23-73
 10 23 AM

In Witness Whereof, the said Anthony Swaldo and Anna Swaldo, husband and wife,

herby release all their right and expectancy of dower in said premises, who hereunto set their hands, this 11th day of June in the year A. D. nineteen hundred and seventy-three. Signed and acknowledged in presence of us:

Mary Curtiss
Marianne Johnston

Anthony Swaldo
Anna Swaldo
Anna Swaldo

State of Ohio,

Tuscarawas County, ss.

On this 11st day of June A. D. 1973, before me, a notary public in and for said County, personally came Anthony Swaldo and Anna Swaldo

the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed. Witness my official signature and seal on the day last above mentioned.

Mary Curtiss

MARY CURTISS NOTARY PUBLIC
TUSCARAWAS COUNTY, OHIO
COMMISSION EXPIRES NOV. 10, 1973

This instrument prepared by John P. Reed

71642
Denny's

Anthony Swaldo and Anna Swaldo

TO

William Davis and Anne Davis

TRANSFERRED

CONFORMANCE EXAMINED
SEC. 319-202 R. C. COMPLIED WITH
TUSCARAWAS COUNTY AUDITOR

JUN 21 1973

DONALD R. KINSEY
TUSCARAWAS COUNTY AUDITOR
No. 72540

RECEIVED FOR RECORD
THEODORE W. UNDERWOOD, County Recorder

JUN 21 1973

Recorded 3:22 in 25
Vol. 498 of the
Records of
Tuscarawas County, Ohio
309

JOHN P. REED
ATTORNEY AT LAW
WHRICHVILLE, OHIO 44683

No Transfer Necessary Ralph Richardson, Auditor.
Received Sept. 8, 1936 at 3:00 P. M.
Recorded Sept. 9, 1936.
Fee \$.80

Donald Straight Recorder.

10510
WARRANTY DEED
Carmella Antonelli et al. Know All Men by These Presents, That I, Carmella Antonelli, the Grantor, who took title as Carmella Antonelli by devise under the will of Felicia Capocella, deceased, and Carl Antonelli, her husband, the Grantor, for the consideration of Five and no/100 Dollars, (\$5.00) received to my full satisfaction of Louis Pompey and Helen Pompey, husband and wife, the Grantees, do give, grant, bargain, sell and convey unto the said Grantees, their heirs and assigns, the following described premises, situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio:

Known as Lot No. Two (2) Boulevard Allotment in said City.
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 Grantees, their heirs and assigns forever. And I, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantees, their heirs and assigns, that at and until the ensueing of these presents, ... well gained 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, excepting taxes and assessments payable in Dec. 1936 and thereafter, and that I will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever whatsoever.
And for valuable consideration, I, Carl Antonelli, husband of Carmella Antonelli, the Grantor do hereby remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all my right and expectancy of cover in the above described premises.
In Witness Whereof, we have hereunto set our hands, the eighth day of September, in the year of our Lord one thousand nine hundred and thirty-six.

Signed and acknowledged in the presence of
M. Pauline Seikel
Carmella Antonelli
Carl Antonelli
STATE OF OHIO TUSCARAWAS COUNTY, ss.
Before me, a Notary Public in and for said county and state, personally appeared the above named Carmella Antonelli and Carl Antonelli, wife and husband 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 New Philadelphia, Ohio this 8th day of September, A. D. 1936.
M. Pauline Seikel, Notary Public (Seal)

Transferred Sept. 8, 1936 Ralph Richardson, County Auditor.
Received Sept. 8, 1936 at 3:10 P. M.
Recorded Sept. 9, 1936.
Fee \$.80

Donald Straight Recorder.

10512
SHERIFF'S DEED OR ORDER OF SALE
FORCLOSURE OF DELINQUENT LAND TAX CERTIFICATE
Sheriff, Abe Laird
to
W. A. Gibbs et al
To All Persons to Whom These Presents Shall Come, Greeting: Whereas, on the 31st day of March, 1936, Charles E. Becker, the County Treasurer of Tuscarawas County, Ohio, Plaintiff, filed his certain Petition, and then and thereby commenced a civil action in the Court of Common Pleas of Tuscarawas County, Ohio against Robert M. Baldrige, and numbered on the Docket of said Court as Case No. 25007, praying, among other things, for the sale of the property in said Petition and as hereinafter described; and

Whereas, such proceedings were had in said action that by the consideration and judgment of said Court, at the January Term thereof, 1936, the said Charles E. Becker, County Treasurer, received a judgment against the said Robert M. Baldrige for the sum of Six Hundred Seventy-nine and 16/100 Dollars and costs of suit; and

Whereas, it was then and there further ordered, adjudged and decreed by said Court in said action that Abe Laird, Sheriff of said County of Tuscarawas, should cause the lands and tenements in said Petition and order mentioned and hereinafter described to be advertised and sold in the manner provided by law for the sale of real estate on execution without appraisal; and

Whereas, afterwards on the 1st day of April, 1936, in pursuance of the said order and judgment of said Court and founded thereon, an Order of Sale issued from said Court in said cause directed to Abe Laird, Sheriff of Tuscarawas County, Ohio, commanding him to execute the said order, and in all things to be governed by the provisions of the statute in such case made and provided, and of said order, with his proceedings thereon, he should make due return; and

Whereas, I, the said Abe Laird, Sheriff aforesaid, having advertised the time and place of selling the same in the The Daily Times a newspaper printed and of general circulation in said County, for the period of thirty days prior to the day of sale, and otherwise complied with the said order and the provisions of the statute in such cases made and provided, did, on the 18th day of May, 1936, at the door of the Court House in said County, at 1 o'clock P.M. of said day, expose to sale at public auction the premises hereinafter described, and thereupon W. A. Gibbs, Adrian Schaar and Rudolph Schaar having bid for the said premises the sum of One Thousand (\$1,000.00) Dollars and No Cents, said sum being the highest and best bid offered for the same, the said premises were then and there struck off to the said W. A. Gibbs, Adrian Schaar and Rudolph Schaar the purchasers for the sum above mentioned; and

Whereas, the said Court at its April Term, 1936, having examined the proceedings of the said Abe Laird Sheriff aforesaid, under said order of sale, and being satisfied that the sale aforesaid has been made in all respects in pursuance to said judgment and order of sale, and in accordance with the provisions and requisitions of the statute regulating such sales, did order that such sale should be confirmed, and that the said Sheriff should convey the said real estate by deed in fee simple to the purchasers, W. A. Gibbs, Adrian Schaar and Rudolph Schaar.

Now, Know Ye, That I, the said Abe Laird, Sheriff aforesaid, by virtue of said judgment, order of sale, sale and confirmation, and of the statute for such cases made and provided, and for and in consideration of the premises herein, and the sum of One Thousand (\$1,000.00) Dollars and No Cents, which I acknowledged to have received from W. A. Gibbs, Adrian Schaar and Rudolph Schaar,

821
197

221/198

do hereby GRANT, SELL AND CONVEY unto the said W. A. Gibbs, Adrian Schaar and Rudolph Schaar, their heirs and assigns, forever, the following described real estate, situated in the County of Tuscarawas and State of Ohio, to-wit:

Situated in the Twp. of Warwick, Tuscarawas County, Ohio. Being part of the S. E. Quarter of Sec. 1, Twp. 7, R. 2, bounded and described as follows, to-wit: Beginning at the original southeast corner of said quarter section; thence with the east line thereof, north 84 degrees east, 40 chains and 20 links, the northeast corner thereof; thence with the north line of said quarter section north 56 degrees west, 41 chains and 70 links to the northwest corner of said quarter section, where a white oak 18 inches in diameter bears north 19 degrees west, 10 1/2 links distant, and a white oak 20 inches in diameter bears north 50 degrees west, 50 links distant; thence with the west line of said quarter section, south 15 degrees west, 7 chains and 32 links to a stake from which a gum 18 inches in diameter bears south 39 degrees east 4 1/2 (Forty-eight and one-half) links distant; thence south 88 1/2 degrees east 11 chains and 3 links to a stake from which a black oak 20 inches diameter bears north 46 degrees east 33 links distant and a red oak, 20 inches in diameter bears south 13 degrees east 5 links distant; thence south 3 degrees west 11 chains and 94 links to a stake from which a white oak 15 inches in diameter bears south 1 1/2 degrees west 39 links distant; thence south 88 1/2 degrees east 3 chains and 39 links to a stone from which a red oak, 10 inches in diameter bears south 89 1/2 degrees west 19 links distant, and a chestnut 22 inches in diameter bears north 25 degrees west 47 links distant; thence south 15 degrees east 5 chains and 26 links to a stone from which a white oak 28 inches in diameter bears south 83 degrees west 49 links distant; thence south 86 degrees west 8 chains and 70 links to the northeast corner of a tract of 14 1/5 acres deeded by Simon P. Bickensdorfer and wife to Mahlon Gibbs; thence with the east line of said Gibbs tract south one-half degree east 13 chains and 86 links to a stone, the southeast corner of said Gibbs tract on the south line of said quarter section; thence with said line south 86 1/2 degrees east 30 chains and 21 links to the place of beginning containing 139.28 acres, except the stone coal lying thereunder.

TO HAVE AND TO HOLD the premises aforesaid unto the said W. A. Gibbs, Adrian Schaar and Rudolph Schaar their heirs and assigns, forever, as fully and completely as I, the said Abe Laird, and of the said State of Ohio, are lawfully able to do, in full and complete satisfaction of the debt and provided for such cases, might or should sell and convey the same.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of May, 1936. Signed and acknowledged in presence of M. D. Lindsey, Wayne T. Root

Abe Laird Sheriff of Tuscarawas County, Ohio The State of Ohio, Tuscarawas County, ss.

Personally appeared before me, A. C. Blackburn, clerk of Courts within and for said County the above named Abe Laird Sheriff of Tuscarawas County, Ohio, the Grantor in the foregoing deed, who acknowledged the signing and sealing of the same to be his voluntary act and deed as such officers, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of May, 1936. A. C. Blackburn Clerk of Courts (Seal)

Transferred Sept. 3, 1936 Ralph Richardson, County Auditor. Received Sept. 8, 1936 at 3:18 P. M. Recorded Sept. 9, 1936. Fee \$1.55

Wardell Stright Recorder.

1936 CERTIFICATE FOR TRANSFER OF REAL ESTATE The State of Ohio, Tuscarawas County, ss: PROBATE COURT No. 15180 CERTIFICATE FOR TRANSFER OF REAL ESTATE

To the Recorder of Tuscarawas County, Greeting: I hereby certify that the records of this Court show that Katherine F. Frysi residing at Leoben Township, died intestate on December 8th, 1935; that on December 16th, 1935, Charles W. Frysi was appointed by this Court, Administrator of her estate; that said estate is being administered under Number 15180 and a memorandum record of said estate can be found in Administration Docket No. 28, Page 100 of the Records of the Probate Court of Tuscarawas County, Ohio; That said decedent died seized of the following described parcels of real estate in your County:

Situated in the township of Warwick, county of Tuscarawas and state of Ohio: Known as the northwest quarter of the southwest quarter of section 9 in township 7 and range 2 of the unappropriated lands in the United States Military District, subject to the sale at Zanesville, Ohio, containing 40 acres, more or less. Also the following: Being 17 1/2 acres off of the south side of the southwest quarter of the northwest quarter of section 9 in township 7 and range 2 of the United States Military District, subject to the sale at Zanesville, Ohio, the same being of even width along the south line of the south side of said quarter from east to west. Also the northeast quarter of the northwest quarter of section No. 12 of the 7th township in the 2nd range of unappropriated lands in the Military District subject to sale at Zanesville, Ohio. Computed to contain 40 acres. Also the northwest quarter of the northwest quarter of section 12 of the 7th township and 2nd range of the unappropriated lands in the Military District subject to sale at Zanesville, Ohio. Containing 40 acres, more or less. Except a fraction of an acre thereof, now and for many years past used as a cemetery. Same and except from the last described tract, 7 1/2 acres sold to Daniel Metzger by John Frysi, under deed dated April 8, 1900, and recorded in volume 155 at page 218 of the Deed Records of Tuscarawas County, Ohio. Also, excepting from all the above tracts, the coal underlying the same which has been sold to The Middle-Goshen Coal Company. Also the undivided one-half interest in and to the following described premises: Situate in the township of Hoshen, in the county of Tuscarawas and in the state of Ohio, being Lot No. 5, in the 2nd quarter of township 8 in range 2 of the tract appropriated for satisfying warrants for military services, and bounded and more fully described as follows, to-wit: Beginning at a stone monument at the southeast corner of said lot, thence with the east line thereof, north 2 deg. and 1 min. east, 2531.30 feet to an iron pin at the northeast corner of said lot; thence with the north line of said lot, north 84 deg. and 54 min. west, 1682.70 feet to the northwest corner of said lot; thence with the west line of said lot and with the Oldtown Road, south 2 deg. and 51 min. east, 1459.70 feet to a stone monument at the northeast corner of Lot No. 7 of said quarter.

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/>.

2838

WARRANTY DEED

JUNE 1966
YUTELANX REPRODUCED U.S. PAT. OFF. DE
LITTLE LAW PRINT PUBLISHERS, CHICAGO, ILL.
Standard Ohio Form 601

Knowall Men by these Presents

551/96

That Frederick Sligar and Mary Elizabeth Sligar, husband and wife

of the Township of Warwick County of Tuscarawas
and State of Ohio Grantors in consideration of the sum of
one dollar and other good and valuable consideration (\$1.00)

to them paid by Robert Eugene Davis and Shirley Ann Davis,
husband and wife
Route 3, Box 131, New Philadelphia, Ohio 44663

of the Township of Warwick County of Tuscarawas
and State of Ohio Grantees, the receipt whereof is hereby
acknowledged, do hereby grant bargain, sell and convey to the said
Grantees their

heirs and assigns forever, the

following Real Estate situated in the County of Tuscarawas
in the State of Ohio and in the Township of
Warwick and bounded and described as follows:

Situated in the Township of Warwick, County of Tuscarawas and State of Ohio.
Being an undivided one half interest:
Being a part of a 106.52 acre tract belonging to W. A. Gibbs and two others,
as recorded in Volume 192, Page 431 of the Tuscarawas County Deed Records,
more fully described as follows: Being a part of the southeast quarter of Section 1,
Township 7, Range 2, bounded and described as follows:
Beginning at the southeast corner of a 6.5 acre tract belonging to Wm. Clyde
Brown as recorded in Volume 166, Page 217 of the Tuscarawas County Deed Records;
thence S. 15 deg. 00' E. 1055.3' to a point in the S. line of Section 1; thence along the
S. line of Section 1 N. 85 deg. 45' W. 847' to a point; thence N. 00 deg. 30' W. 914.76'
to a stone in the S. line of the 6.5 acre tract of Wm. Clyde Brown; thence along the
S. line of said tract N. 86 deg. 00' E. 577' to the place of beginning containing 16.21
acres more or less.

The grantors reserved all the oil and gas in and underlying said premises with
the right to drill for, dig and remove the same, with rights of way for necessary
pipe lines, ingress and egress to and from said premises and all other necessary
rights and privileges necessary, useful or incidental to the operation of said gas and
oil and the drilling and removing thereof. Prior conveyance Volume 489 Page 541,
Tuscarawas County Deed Records.

ALSO:

Situated in the Township of Warwick, County of Tuscarawas and State of Ohio
and bounded and described as follows: Being known as part of the NE Quarter of
Section 10 of Township 7 and Range 2 bounded as follows, to-wit:
Beginning at the NW corner of said Quarter Section; thence E. 34 feet on
the N. line of said Quarter Section to a point in the road; thence in a southwesterly
direction 205 feet to a point on the W. line of said Quarter Section; thence N. on the
W. line of said Quarter Section 202.13 feet to the place of beginning, containing 1/8
of an acre.

MICROFILMED

97

ALSO:

Situated in the Township of Warwick, County of Tuscarawas and State of Ohio, and being known as a part of a 8.88 acre tract in the SE Quarter of Section 1, Township 7, Range 2, more fully described as follows: Beginning at a point on the S. line of said SE Quarter of Section 1, S. 85-45 E. 716.8' from the SW corner thereof; thence N. 1-01 E. 260.0' to the true place of beginning of the tract herein conveyed; thence N. 1-01 E. 125.0 feet; thence N 85-45 W, 523.2 feet to the center of the road; thence in the center thereof S. 18-19 W 125.1 feet; thence S. 85-45 E 552.1 feet to the true place of beginning, containing 1.549 acres, to be the same more or less, but subject to all legal highways.

ALSO:

Situated in the Township of Warwick, County of Tuscarawas and State of Ohio, and being known as a part of a 8.02 acre tract in the southeast quarter of Section 1, Township 7, Range 2, more fully described as follows:

Beginning at a point on the south line of said southeast quarter of Section 1, S. 85-45 E 716.8 feet from the SW corner thereof; thence N. 1-01 E. 260.0 feet; thence N. 85-45 W, 552.1 feet to the center of the road; thence in the center thereof the two following courses and distances, S. 18-19 W. 37.7 feet and S. 27-11 W. 238.5 feet to a point on the S. line of said Quarter; thence along the S. line thereof S. 85-45 E. 669.9 feet to the place of beginning, containing 3.758 acres.

Saving and Excepting from said 3.758 acre tract a 1.40 acre tract which was conveyed out to William and Anna Davis by Warranty Deed, filed for record on June 21, 1973 and recorded on June 21, 1973 at Volume 498, page 952; Deed Records, Tuscarawas County, Ohio, described as follows:

Beginning at a point on the south line of Section 1 at the southwest corner of the above mentioned 3.758 acre tract, said point being south 85 deg. 45' East 46.9 feet from the southwest corner of the southeast quarter of Section 1; thence from said beginning point with the westerly line of said 3.758 acre tract north 27 deg. 11' east, 17.37 feet to a point; thence south 85 deg. 45' east, 340.50 feet to an iron pin;

Last Transfer: Deed Record Volume 550, Page 413

SEE DESCRIPTION CONTINUED ON LAST PAGE:

To have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee s

their heirs and assigns forever.

And the said Grantor s Frederick Sligar and Mary Elizabeth Sligar, husband and wife

for ourselves and our heirs.

do hereby covenant with the said Grantee s

their heirs and assigns, that we are lawfully seized of the premises aforesaid, that the said premises are Free and Clear from all Incumbrances whatsoever

Taxes to be prorated to date of deed.

TRANSFERRED

TRANSFER FEE 1.40
CONVEYANCE EXAMINED
SEC. 879-202 R. C. COMPLIED WITH
AMT. 2.10

OCT - 9 1979

"Deed checked for tract description only"
10-9-79
ED R. KASSER
Notary Public, Engineer
1222 Denmar

DONALD R. KINSEY
TUSCARAWAS COUNTY AUDITOR
No. 72240

270.0 feet to an iron pin at the southeast corner of said 3.758-acre tract and on the south line of Section 1; thence with the south line of Section 1, North 85 deg. 45' west, 669.90 feet to place of beginning, containing 1.40 acres, more or less, but subject to all legal highways.

Excepting and reserving, however, to the grantors, their heirs, assigns, tenants, licensees, employees, visitors and all persons for the benefit or advantage of the grantors, a right of way over, across and upon 16 feet off the southerly end of the above described 1.40 acres, which 16 foot right of way extends the full distance of 669.9 feet along the southerly line of said tract, the grantees, their heirs, assigns, tenants, licensees, employees, visitors and all persons for the advantage of the grantees being likewise entitled to use the same.

Neither the grantors, the grantees, nor anyone claiming under them or either of them, shall in any manner obstruct any portion of said alley or private right of way or use the same for the parking or storage of vehicles or materials or otherwise or in any manner prevent the free and unobstructed use thereof by all parties entitled to use the same.

Description prepared by Frank E. Bair, P. S. Registered Surveyor #3918.

Warranty Deed

Frederick Shigar and
Mary Elizabeth Shigar
husband and wife

TO

Robert Eugene Davis
Shirley Ann Davis
husband and wife

Transferred

county of Johnson

CONNOLLY, HULLYER & LILE
ATTORNEYS AT LAW
203 N. MAIN STREET
WHEELERSVILLE, OHIO 44684

Prob. 131 C

FILED

PROBATE COURT OF TUSCARAWAS COUNTY, OHIO JUL 26 1989

ESTATE OF ANNA A. DAVIS
Case No. 43755 Docket 70 Page 155

PROBATE COURT TUSCARAWAS COUNTY, OHIO

CERTIFICATE OF TRANSFER Revised Code, Sec. 2113.01

NO. 1 VOL 632 PAGE 65

Decedent died on June 22, 1988 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Table with 3 columns: Name, Residence Address, Interest In Real Estate so Passing. Lists beneficiaries like Joseph Frederick Davis, Floyd Albert Davis, Helen L. Dalpiaz, etc.

[Complete if applicable] The real estate described in this certificate is subject to charge in favor of decedent's surviving spouse, in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

Vertical stamp: RECEIVED PROBATE COURT TUSCARAWAS COUNTY OHIO JUN 11 2 45 PM 1989

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary. If decedent's interest was a fractional share, be sure to so state]:

Being an undivided one-half interest in real estate situated in the Township of Warwick, County of Tuscarawas and State of Ohio and being a part of a 105.52 acre tract belonging to W.A. Gibbs and two others as recorded in Vol. 192, Page 431 of the Tuscarawas County Deed Records, more fully described as follows:

Being a part of the Southeast Quarter of Section 1, Township 7, Range 2 bounded and described as follows: Beginning at the Southeast corner of a 6.5 acre tract belonging to Wm. Clyde Brown, as recorded in Vol. 166, Page 217 of the Tuscarawas County Deed Records; thence South 15 deg. 00 min, East 1055.3 feet to a point in the South line of Section 1; thence along the South line of Section 1, North 85 deg. 45 min. West 847 feet to a point; thence North 00 deg. 30 min. West 914.76 feet to a stone in the South line of the 6.5 acre tract of Wm. Clyde Brown; thence along the South line of said tract North 86 deg. 00 min. East 577 feet to the place of beginning, containing 16.21 acres, more or less.

Subject to all leases, easements, restrictions and exceptions of record.

Prior conveyance: Vol. 254, Page 470, Vol. 489, Page 541 and Vol. 502, Page 385.

17641

RECORDED IN RECORD BOOK NO. 113 PAGE 54

AUG 11 2 49 PM '89

RECORDED IN PART OF THE RECORDS OF TUSCARAWAS COUNTY, OHIO

TRANSFER FEE COLLECTED AND EXAMINED DEC. 31 2002 R. C. COLLIER WITH J.M.

AUG 11 1989

JOHN A. BEITZEL
Tuscarawas County Auditor

"Deed checked for tract description only"
JOSEPH S. BACHMAN
Tuscarawas Co. Engineer
5-17-89 M.E. Deputy

FILED

JUL 26 1989

Date Issued

PROBATE COURT
TUSCARAWAS COUNTY, OHIO

AUTHENTICATION

Probate Judge

George Dennis

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.

July 26, 1989

Date

Probate Judge/Clerk

Janet M. Lane

25891

Vol. 639 Page 333

Know all Men by these Presents

That FLOYD ALBERT DAVIS & MARJORIE DAVIS, husband and wife, and HELEN L. DALPIAZ & LOUIS DALPIAZ, wife and husband,

of Tuscarawas County, State of Ohio, for valuable consideration paid, grant

whose tax-mailing address is JOSEPH FREDERICK DAVIS
Route #3, Box 3504
New Philadelphia, Ohio 44663

TRANSFER FEE .50
CONVEYANCE EXAMINED
SEC. 319202 R. C. COMPLETED
AMT. 1.00
JUN 15 1990

the following real property: JOHN A. BEITZEL
Tuscarawas County Auditor

Situated in the Township of Warwick, County of Tuscarawas and State of Ohio and being a part of a 106.52 acre tract belonging to W.A. Gibbs and two others as recorded in Vol. 192, Page 431 of the Tuscarawas County Deed Records, more fully described as follows:

Being a part of the Southeast Quarter of Section 1, Township 7, Range 2 bounded and described as follows: Beginning at the Southeast corner of a 6.5 acre tract belonging to Wm. Clyde Brown, as recorded in Vol. 166, Page 217 of the Tuscarawas County Deed Records; thence South 15 deg. 00 min. East 1055.3 feet to a point in the South line 847 feet to a point; thence North 00 deg. 30 min. West 914.76 feet to a stone in the South line of the 6.5 acre tract of Wm. Clyde Brown; thence along the South line of said tract North 86 deg. 00 min. East 577 feet to the place of beginning, containing 16.21 acres, more or less.

Prior Instrument Reference: Volume 254 Page 470, Vol. 489, Page 541, Vol. 502 Page 385 and Vol. 632, Page 66

Witness our hand this day of

19 90

"Deed checked for tract description only"
JOSEPH S. BACHMAN
Tuscarawas Co. Engineer
6-15-90 Deputy

Signed and acknowledged in presence of

Rosalie Reeder
Ruth Anne Reed
Rosalie Reeder
Ruth Anne Reed

Floyd Albert Davis
Floyd Albert Davis
Marjorie Davis
Marjorie Davis
Helen L. Dalpiaz
Helen L. Dalpiaz
Louis Dalpiaz
Louis Dalpiaz

State of Ohio, } ss. Before me, a Notary Public
TUSCARAWAS County, } in and for said County and State, personally appeared the above named
Floyd Albert Davis, Marjorie Davis and Helen L. Dalpiaz and Louis Dalpiaz

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 Uhrichsville, Ohio
this day of A. D. 19 90

ROSALIE REEDER
Notary Public, State of Ohio
My Commission Expires May 29, 1991

Rosalie Reeder
Notary Public

RECEIVED FOR RECORD
DOLORES HIXSON, County Recorder

JUN 15 1990

This instrument prepared by Attorney John P. Reed

Recorded 6-15-90

002014

Know all Men by these Presents That

We, Dwayne Edward Davis and Sharon Davis, husband and wife

of Tuscarawas County, State of Ohio, for valuable consideration paid, grant, conveyance examined,
SEC. 212-202 R.C. COMPLIED WITH

whose tax-mailing address is

Joseph Frederick Davis
1076 Walfricht Road, S.E.
New Philadelphia, Ohio 44663

MAR 01 1996

TRANSFER
TRANSFER FEE \$ 2.00
COMMISSION EXAMINED,
SEC. 212-202 R.C. COMPLIED WITH

AMT. _____
JOHN A. BEITZEL
Tuscarawas County Auditor

the following real property:

Situated in the Township of Warwick, County of
Tuscarawas and State of Ohio and being a part of a 106.52 acre tract
belonging to W.A. Gibbs and two others as recorded in Vol. 192, Page
431 of the Tuscarawas County Deed Records, more fully described as
follows:

Being a part of the Southeast Quarter of Section 1,
Township 7, Range 2 bounded and described as follows: Beginning at
the Southeast corner of a 6.5 acre tract belonging to Wm. Clyde Brown,
as recorded in Vol. 166, Page 217 of the Tuscarawas County Deed Records;
thence South 15 deg. 00 min. East 1055.3 feet to a point in the south
line 547 feet to a point; thence North 00 deg. 30 min. West 914.76 feet
to a stone in the south line of the 6.5 acre tract of Wm. Clyde Brown;
thence along the South line of said tract North 86 deg. 00 min. East
577 feet to the place of beginning, containing 16.21 acres, more or less.

Prior Instrument Reference: Volume 254 Page 470; Vol. 489, Page 541; Vol. 502,
Page 385

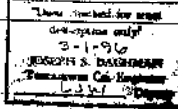
Witness our hands this 5th day of July
1995
96

Signed and acknowledged in presence of

Jill E. Craddock
J. A. Reed

Dwayne Edward Davis
Dwayne Edward Davis

Sharon Davis
Sharon Davis



State of Ohio, ss. -- Before me, a Notary Public,
Tuscarawas County, in and for said County and State, personally appeared the above named

Dwayne Edward Davis and Sharon Davis, husband and wife
who acknowledged that they did sign the foregoing instrument, and that the same is their free
act and deed.

002014

In Testimony Whereof I have hereunto set my hand
and official seal, at New Philadelphia, Ohio New Philadelphia
this 5th day of July, February, A.D. 1995
96

Jill E. Craddock
JILL E. YAGGI, Notary Public
State of Ohio
My Commission Expires Oct. 7, 1998

RECEIVED FOR RECORD
GLORES HIXSON, County Recorder

MAR 01 1996

Recorded
Vol. 702 Page 494
of the
Records of
Tuscarawas County, Ohio

This instrument prepared by John P. Reed, Attorney at Law

4 inches North 85 deg. 45 min. West

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