

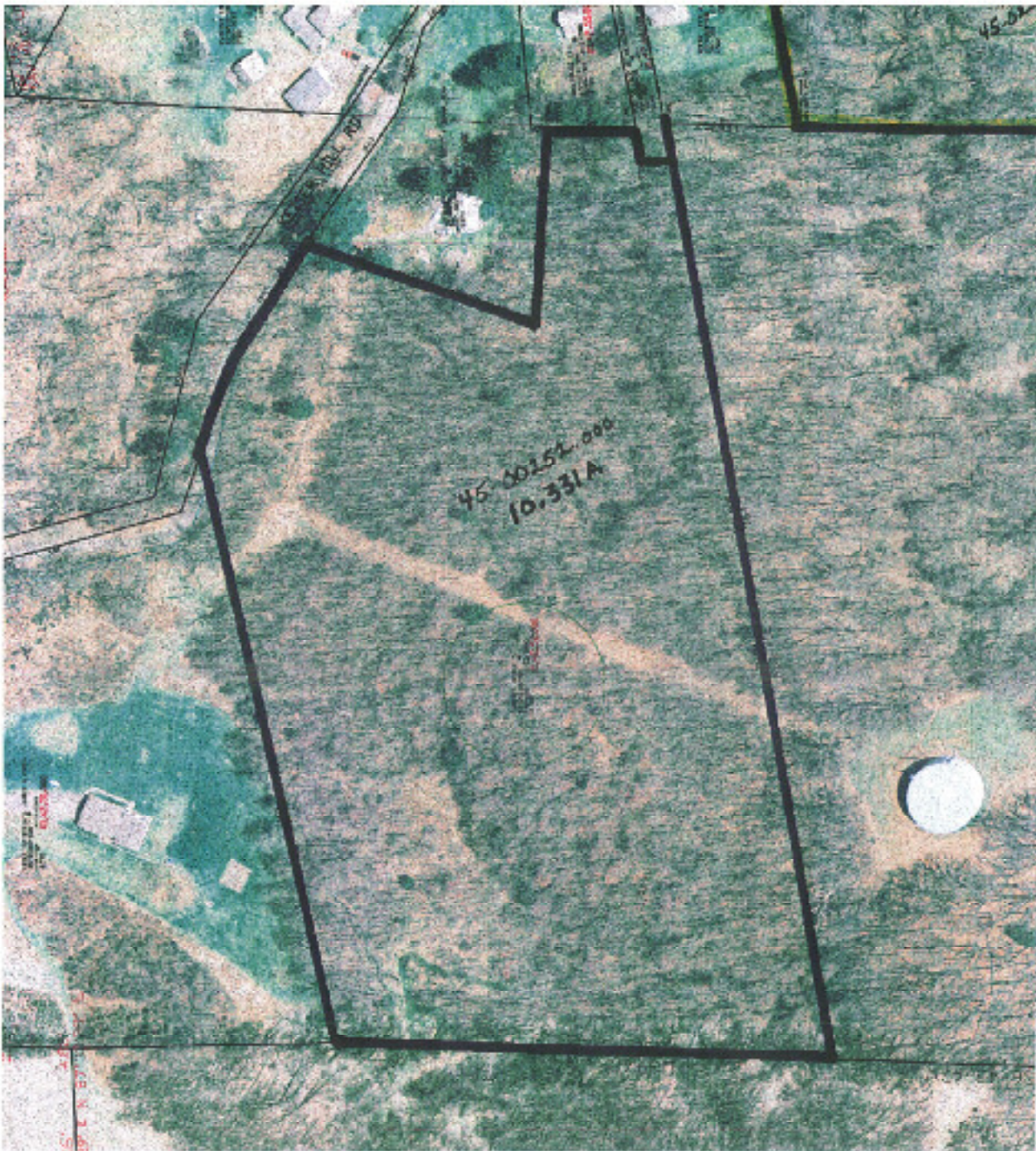
Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue - Strasburg, Ohio 44680 - www.WallickAuctions.com

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

Auction





Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A

1. Effective date: December 6, 2010 at 7:59 a.m. File No. CASTMA #2
2. Policy or Policies to be issued: Amount

(a) Owners Policy \$ To be determined
Proposed Insured:
To be determined

(b) Loan Policy \$ To be determined
Proposed Insured:
To be determined
3. The estate or interest in the land described or referred to in this Commitment is: Fee simple
4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:
Mabel F. Castool (at the time of her decease), Vol. 708, Pg. 681
5. The land referred to in this Commitment is described as follows:
See description attached hereto at Schedule A

Issuing Agent: Glen G. Durman
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

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SCHEDULE A - LEGAL DESCRIPTION

PARCEL #1:

Situated in the County of Tuscarawas, in the State of Ohio and in the Village of Newcomerstown:

Beginning at a point on the east boundary line of Mulvane Memorial Park in the said village, said point being common to lands owned by Charles Fisher & Edward Warner; thence north 82 deg. 5 min. East 329.4 feet with the property line between the above mentioned lands to the center of the traveled road leading to Orange; thence with the center of the traveled road as follows: north 0 deg. 18 min. East 42.4 feet; thence north, 42 deg. 5 min. East 36.8 feet; thence North 39 deg. 3 min. East 30.4 feet; thence North 13 deg. 27 min. West 155.6 feet; thence North 17 deg. 40 min. West 199.5 feet to a property line; thence South 75 deg. 20 min., West: 85.2 feet to a corner stone; thence North 29 deg. 13 min. West 105 feet to a post; thence South 78 deg. 7 min. West 146.2 feet to a corner stone; thence south 517.5 feet to the place of beginning, containing 3.7 acres, more or less.

SAVING AND EXCEPTING the following described real estate from the above described premises:

Situated in the County of Tuscarawas in the State of Ohio and in the Village of Newcomerstown:

Being a part of the 2nd/4 T5N R3W USML, Oxford Township & said village and also being a part of a 3.7 acre tract as described in deed recorded in Vol. 497, Page 406, TCDR and being more particularly described as follows:

Commencing at a cross in a large stone at the Northwest corner of what is known as the Hard lot; thence with the S line of Wallace & Mabel Casteel (Deed Records, Vol. 497 Pg. 406) North 80 deg. 50 min. 30 sec. East 228.64 ft. to an iron pin set said iron pin set being the true place of beginning for the tract of land herein described, thence through the property of said Wallace E. & Mabel F. Casteel the following 2 course: (1) thence North 4deg. 21 min. 22 sec. East 155.80 ft to an iron pipe set; (2) thence North 82deg. 59 min. 44 sec. East 128.14 ft to a point in Park Hill Drive, passing an iron pipe set at 118.11 ft.; thence with the East line of said Wallace & Mabel Casteel, the following 4 courses: (1) thence South 9 deg. 29 min. 02 min. East 65.79 ft. to a point in Park Hill Drive; (2) thence South 43 deg. 01 min. 48 sec. West 30.40 ft. to a point; (3) thence south 46 deg. 02 min. 34 sec. West 36.80 ft. to a point; (4) thence South 4 deg. 15 min. 48 sec. West 42.40 ft. to a point in Park Hill Drive; thence with the North line of David & Kathy Guthrie (Deed Records Vol. 520, Page 594) South 80 deg. 50 min. 30 sec. West 100.76 ft. to the true place of beginning, passing an iron pipe set at 13.00 ft., containing 0.423 of an acre, more or less, including public road right-of-way and subject to all easements of record.

Description from survey made in March 1979 by Geo. W. Johnson, RS #5252.

ALSO SAVING AND EXCEPTING the following parcel:

Situated in the Village of Newcomerstown, County of Tuscarawas and State of Ohio.

Being located in the Second Quarter of T-5, R-3 of the United States Military Lands and being a part of a residue 3.70 acre tract (A.P. #45-62380.000) as conveyed to Mabel F. Casteel by Tract 1 of Deed Volume 708 at Page 681 of the Tuscarawas County Deed Records, being more fully described as follows:

Commencing at a stone monument (found) at the southwest corner of the "Saw Mill Lot" as found in Survey Record Book #1 at Page 58 (Survey #283) and the northwesterly corner of a 1/2 acre tract as conveyed to Jeff A. Moore (D. V. 706 at Page 285);

Thence with the westerly line of said 1/2 acre tract and the easterly line of a 23.235 acre tract as conveyed to the Village of Newcomerstown (D.V. 361 P.432), South 2 deg. 25 min. 26 sec. West, 131.87 feet to a 5/8" iron pin (set) at the southwesterly corner of said 1/2 acre tract and the northwesterly corner of a residue 3.70 acre tract as conveyed to Mabel F. Casteel (Tract 1 - D.V. 108 P. 681);

Thence with the southerly line of said 1/2 acre tract and the northerly line of said residue 3.70 acre tract, North 79 deg. 21 min. 29 sec. East, 128.83 feet to a 5/8" iron pin (set) at the **TRUE PLACE OF BEGINNING** of the tract herein to be described;

Thence from said beginning and continuing with the southerly line of said 1/2 acre tract, North 79 deg. 21 min. 29 sec. East, 17.37 feet to a 5/8" iron pin at the northwesterly corner of a 0.20 acre tract as conveyed to Bryan S. Casteel (D. V. 754 P.184);

Thence with the bounds of said 0.20 acre tract and the bounds of said residue 3.70 acre tract the following 2 courses and distances;

- 1) South 28 deg. 56 min. 05 sec. East, 105.00 feet to a point;
- 2) Thence North 82 deg. 16 min. 36 sec. East, 82.00 feet to a point at the southeasterly corner of said 0.20 acre tract, on the westerly line of a 0.512 acre tract as conveyed to Mabel F. Casteel (Tract 4 - D. V.708 P.681) and in "PARK HILL DRIVE".

Thence with the westerly line of said 0.512 acre tract, the easterly line of said residue 3.70 acre tract and with said road, South 14 deg. 23 min. 31 sec. East, 7.35 feet to a point;

Thence leaving said road and through the lands of said residue 3.70 acre tract the following 2 courses and distances;

- 1) South 76 deg. 26 min. 33 sec. West, 127.59 feet to a 5/8" iron pin (set), passing on line a 5/8" iron pin (set) at 15.00 feet;
- 2) North 13 deg. 12 min. 16 sec. West, 117.83 feet to the **TRUE PLACE OF BEGINNING** containing 6.112 Acres more or less but subject to all legal highways, right-of-ways, easements, leases and restrictions of record or otherwise legally established.

***The above described 6.112 acre tract will be conveyed to an adjoining tract.**

Bearings are oriented to assumed north and iron pins indicated (set) are 5/8" x 30" iron rebars with an orange plastic cap stamped "EMLER 7760".

Survey and description by Randall A. Emler, Professional Surveyor #7760 in October, 2004.

Parcel No. 45-02360.000

PARCEL #2:

Situated in the County of Tuscarawas, in the State of Ohio and in the Village of Newcomerstown, and bounded and described as follows:

Being a part of a tract of Land conveyed to Alice C. Vanzickle by deed from Charles E. Vanzickle bearing date of July 28, 1910, recorded August 30, 1910, Tuscarawas County Deed Records, Vol. 166, pages 575 and 576. Known as a part of the Second Quarter of Township 5, Range 3, beginning at a stone located in the driveway to Mulvane's Free Park from which a stone located at the Northwest corner of Barcroft's lot bears North 80 1/4 degrees East, 50 links; thence South 80 1/4 degrees West about 58 rods and 10 links to Neighbor's line; thence North 5 degrees East about 33 rods and 5 links to a stone; thence North 80 1/4 degrees East about 35 rods and 10 links to the center of Neighbor's road; thence South 74 degrees East 9 rods and 6 links to a stake; thence South 52 degree East 7 rods and 4 links to a stone in the center of Neighbor's road; thence South 21degrees West 15 rods and one link to a stone; thence South 85 degrees East 12 rods and 3 links to a stone; South 5 degrees West 5 rods and 13 links to a stone at the Park road; thence South 80 1/4 degrees west 2 rods to a stone; thence South 5 degrees west 1 rod and 20 links to the place of beginning, containing ten and three-eighths (10-3/8) acres, more or less, but subject to all legal highways.

Parcel No. 45-00252.000

PARCEL #3:

Situated in the Village of Newcomerstown, County of Tuscarawas and State of Ohio:

Being located in the Second Quarter of Township 5, Range 3 and being a part of a 5.317 acre tract heretofore conveyed to Helen M. Brown and Charles E. Brown by deed recorded in Volume 581 at Page 792 of the Tuscarawas County Deed Records, the part hereby conveyed being more fully described as follows:-

Beginning at an iron pin (set) at the southwest corner of a 0.25 acre tract (Volume 575 Page 349)said pin being on the easterly side of Park Hill Drive in said Village and being at a corner of the above mentioned 5.177 acre tract; thence from said beginning and with the south line of said 0.25 acre tract, North 80 deg. 03 min. East, 87.33 feet to an iron pin (set); thence continuing North 80 deg. 03 min. East, 11.67

feet to the southeast corner of the 0.25 acre tract in Duckhorn Creek; thence in said Creek the following four (4) courses, South 6 deg. 40 min. East, 101.25 feet; thence South 10 deg. 27 min. East, 151.62 feet; thence South 19 deg. 05 min. East, 134.51 feet and South 12 deg. 36 min. West, 154.84 feet to the south line of the 5.117 acre tract; thence leaving said Creek and with the south line of said tract, South 80 deg. 22 min. West, 20.9 feet to an iron pin (set); thence continuing South 80 deg. 22 min. West, 57.41 feet to an iron pin (found) at the southwest corner of the 5.117 acre tract on the west side of Park Hill Drive, being also the southeast corner of a 0.423 acre tract (Volume 590 Page 233); thence with the easterly line of the 0.423 acre tract in said road the following four (4) courses, North 1 deg. 15 min. West, 62.29 feet; North 46 deg. 03 min. East, 36.8 feet; North 43 deg. 02 min. East, 30.4 feet and North 9 deg. 29 min. West, 65.79 feet to the northeast corner of the 0.423 acre tract and on the line of a 3.7 acre tract (Volume 497 Page 406); thence with the easterly line of the 3.7 acre tract in Park Hill Drive, North 9 deg. 29 min. West, 89.81 feet and North 13 deg. 42 min. West, 199.5 feet to the southeast corner of a 0.20 acre tract (Volume 204 Page 601); thence with the east line thereof North 18 deg. 42 min. West, 95.36 feet to the place of beginning, containing 0.912 of an acre, be the same more or less, but subject to all legal highways and rights-of-way.

Bearings are oriented to the north line of the 0.423 acre tract (Volume 590 Page 233).

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

Description prepared by C. R. Goodie, Registered Surveyor No. 5521 of Bair & Goodie.

Surveying, Inc., 152 North Broadway, New Philadelphia, Ohio 44663, July 12, 1988.

Parcel No.: 45-01930.001

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
 - b. Mortgage encumbering 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. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.

8. **AS TO PARCEL #1:** The Tuscarawas County Auditor's 2009 General Tax Duplicate for Parcel #45-02580.000 shows:

Taxes for the first half of the year 2009 in the amount of \$444.50 after a Homestead Exemption of \$168.67 are paid. Taxes for the second half of the year 2009 in the amount of \$444.50 after a Homestead Exemption of \$6.00, are paid. 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

AS TO PARCEL #2: The Tuscarawas County Auditor's 2009 General Tax Duplicate for Parcel #45-00252.000 shows:

Taxes for the first half of the year 2009 in the amount of \$113.73, including a special assessment of \$6.00, are paid. Taxes for the second half of the year 2009 in the amount of \$113.73, including a special assessment of \$6.00, are paid. 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

AS TO PARCEL #3: The Tuscarawas County Auditor's 2009 General Tax Duplicate for Parcel #45-01930.001 shows:

Taxes for the first half of the year 2009 in the amount of \$13.66 are paid. Taxes for the second half of the year 2009 in the amount of \$13.66 are paid. Taxes for the year 2010 are a lien not yet determined.

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

9. Pending the administration of the estate of Mabel F. Casteel, deceased, Tuscarawas County Probate Case No. 2010 ES 56018, in which the will of was admitted to Probate on October 21, 2010, and in which William A. Kyler has been appointed Executor.
10. Description is red-stamped "INADEQUATE DESCRIPTION - NEW DESCRIPTION NECESSARY FOR FUTURE TRANSFER". This means that the description does not meet current Tuscarawas County Map Office standards. A new survey of the property will be required before any portion of the real estate could be transferred to a new owner.
11. **AS TO PARCEL #3:** Easement from Carrie W. Phillips and Simeon W. Phillips, wife and husband, to Ohio Power Company dated March 15, 1949, and recorded April 16, 1949 at 10:07 a.m. in Volume 303, Page 268 of the Tuscarawas County Deed Records
12. 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.
13. 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.
14. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
15. 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.



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: 126 PARK HILL DR. NEWCOMERTOWN, OHIO

Buyer(s): _____

Seller(s): MABEL CASTEEL ESTATE

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____

The seller will be represented by _____, and _____

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 PISSOCCA-MATHIAS 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.

AGENT/AGENT	DATE	<u>X William D. Hayes</u>	<u>12/11/10</u>
		<u>EXEC.</u>	
BUYER/TENANT	DATE	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 (initials)

(d) 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 (initials)

(i) DAW 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.

<input checked="" type="checkbox"/> <u>William A. Nyles</u>	<u>12/1/10</u>	Seller	Date
<u>ERCC</u>			
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

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