

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



Base Detail with Tax Info

Page 1 of 1

Parcel ID	Address	Index Order	Card
4300018000	1140 JEFFERSON ST SE	Parcel ID	1 of 1
Property Location	1140 JEFFERSON ST SE		
Tax Dist	43 NLW PHILADELPHIA CORP	Sqft	1400
Sch Dist		Yr Blt	1966
Land Use	510 Single family owner occupied	Rooms	5
		Bdrms	3
		Full Baths	1
		Half Baths	1
Owner Information	Mailing Information	Property Information	
ADAMS PATRICK E	1140 JEFFERSON ST SE	WHOLE 5011	
	NEW PHILADELPHIA, OHIO		
	44653		
Board of Revision	No	Valid Sale	No
Homestead	Yes	# of Parcels	1
2.5% Reduction	Yes	Deed Type	CT
Divided Property	No	Sale Amount	\$0
New Construction	No	Date	3/25/1996
Foreclosure	No	Conveyance #	00809
Other Assessments	No	Deed Number	
Front Ft.	0.00	Acres	0.000
		Mkt Land Value	\$29,570
		Cauv Value	\$0
		Mkt Impr Value	\$93,080
		Total Value	\$122,650
		Annual Taxes	\$1,230.62



Legal Disclaimer

THE ANNUAL TAX AMOUNTS REFLECTED DO NOT INCLUDE ANY SPECIAL ASSESSMENT CHARGES. PLEASE CONTACT THE COUNTY TREASURER'S OFFICE AT 330-365-3254 PRIOR TO SUBMITTING ANY PAYMENTS TO VERIFY THE TOTAL AMOUNT DUE.

This page of data is dated as of 2/2/2009

Page No 1
 PARCEL ID 430018000
 TUSCARAWAS COUNTY RESIDENTIAL PROPERTY RECORD CARD
 CARD 1 of 1 ADDRESS 1140 JEFFERSON ST SE ACCOUNT # 4300079003
 Created on 02/20/11 at 3:47:49 PM

GENERAL INFORMATION Use Code: 310 S 305-311 N C State Code: R KBHD Code: 00A16 Topography: 0 Access: 0 Tax District: 45 NEW F-UNDE-7-H School Dist: 45 Routing #: 12002		OWNERSHIP & MAILING ADDRESS ADAMS PATRICK E 1140 JEFFERSON ST SE		SALES HISTORY Current Owner ADAMS PATRICK E Sale Date 2/23/10 Conveyance # 00039 Sale Price \$0	
--	--	---	--	--	--

PROPERTY DESCRIPTION WHOLE 5011		ASSESSMENT HISTORY Land \$43,573 Improvement \$68,190 Total \$112,653	
---	--	--	--

LAND INFORMATION						
Type	Acres	Front	Depth	#Units	Depth Factor	Adjustment Type
FR	0.00	65.00	327	0	0	

PUBLIC NOTES:

TR 07-405 Land 4.53 Imp 1200 Larc 7010 Imp

PROPERTY SKETCH

Type/Desc		Features		Unit Type		Type		Area		1st Flr		Upgr Flr		Additions		Stories		Yr Bld		
		Grates										Upgr Flr	HP Flr	Atch	Bsmk					
SHED		0						64	64	0	0	0	0	0	0	0	0	0	0	0
Improvements																				
Date	Atch	Bsm	Stories	Walth	Length	Area	Yr Bld	Area	Yr Bld	EF Year Built	Condition	Lot Grade	Grade Inc.	C.F.						
	0	0	0	0	0	64	980	64	980	0		C	0.02	Nc						

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

[Handwritten Signature]
Authorized Officer or Agent

ORIT Form 4305
A.T.A. Commitment for Title Insurance 5/06

By *[Handwritten Signature]* President
Attest *[Handwritten Signature]* Secretary



Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A

1. **Effective date:** May 3, 2011 at 7:59 a.m. **File No. ADAMPA #2**
2. **Policy or Policies to be issued:** **Amount**
- (a) **Owners Policy** \$ to be determined but not to exceed \$250,000.00
- Proposed Insured:**
To be determined
- (b) **Loan Policy** \$ to be determined but not to exceed \$250,000.00
- 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 intestate in the land is at the Effective Date vested in:**
Patrick B. Adams, Vol. 703, Page 283, and Vol. 447, Page 886, Tuscarawas County Deed Records
5. **The land referred to in this Commitment is described as follows:**
Situated in the City of New Philadelphia, County of Tuscarawas and the State of Ohio:
Being **Lot Number 5011**, as presently known and numbered, in said City

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 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. The Tuscarawas County Auditor's 2010 General Tax Duplicate for Parcel #43-00018.000 shows:

Taxes for the first half of the year 2010 in the amount of \$667.56 after a Homestead Exemption of \$161.38, including a special assessment of \$6.00 are delinquent. (Amount includes a penalty of \$60.69). Taxes for the second half of the year 2010 in the amount of \$606.87, after a Homestead Exemption of \$161.38, including a special assessment of \$6.00, are not yet due. Taxes for the year 2011 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.
9. Pending the administration of the estate of Patrick E. Adams, deceased, Tuscarawas County Probate Case No. 2010 ES 56002, in which the will of Patrick E. Adams was admitted to Probate on October 7, 2010, and in which Mark E. Adams has been appointed Fiduciary/Executor.
10. Easement from Watson Brothers Construction, Inc., to Ohio Power Company dated August 6, 1965, and recorded September 14, 1965 at 10:31 a.m. in Volume 441, Page 732 of the Tuscarawas County Deed Records.
11. Subject to easements and restrictions as set forth in deed from Watson Brothers Construction, Inc., to Patrick E. Adams and Donna Lee Adams dated July 12, 1966, and recorded July 19, 1966 at 2:06 p.m. in Volume 447, Page 886 of the Tuscarawas County Deed Records.
12. Subject to all matters as set forth on the plat for Oldtown Colonial Estates Second Addition as recorded February 6, 1967 at 3:50

p.m. in Volume 14, Page 11 of the Tuscarawas County Plat Records.

13. 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.
14. 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 insure 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.
15. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
16. Items #1 through #5 will be deleted upon receipt of an appropriate executed affidavit, acceptable survey, and payment of the standard fee.

END OF SCHEDULE B

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

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

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

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.

Gas. No. 808 Map No. 857

W. O. No. 712/4772-60-4315

17484

DEED OF EASEMENT

(Name and Address)

Watson Brothers

Construction Inc.

THIS INSTRUMENT, made this 6th day of August 1965, by and between Watson Brothers Construction Inc., a corp. and organized and existing under the laws of the State of Ohio known (as ~~corporation~~), of the County of Tuscarawas in the State of Ohio, herein called "Grantor" and OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, herein called "Company",

WITNESSETH:

That for and in consideration of the sum of One Dollar in hand paid to Grantors by Company, the receipt of which is hereby acknowledged, said Grantors hereby grant, bargain, sell, convey and warrant to Company, a right of way and easement for an underground electric distribution system on, upon, under, through and across the following described lands situated in the Township of Goshen, County of Tuscarawas, State of Ohio, and known as and being: Lot Nos. 5001 to 5026, in Oldtown Colonial Estates ^{inclusive} Subdivision/Allotment, according to the plat recorded in Plat Book unrecorded Page, Tuscarawas County Plat Records, said distribution system to be located within the twelve (12) foot easement for public utilities shown on said plat and hereinafter called "Utility easement".

Together with the right to Company to lay, re-lay, construct, reconstruct, operate, maintain, inspect, protect, repair, replace, renew, add to the number of, relocate and remove, wires, cables, transformers, service pedestals, and fixtures on, upon, under, through and across said utility easement; the right to cut, trim and/or otherwise control and, at Company's option, remove from said lands any trees, brush, buildings, structures or other obstructions, except as hereinafter provided, within said utility easement; and



the right of ingress and egress in and over existing or future roads and lanes and other reasonable routes on said lands; together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted.

It is understood and agreed between the parties hereto that:

1. The Grantors reserve the right to cultivate or otherwise use said lands in any way not inconsistent with the rights herein granted; however, (a) no building, structure or tree shall be placed by the Grantors within said utility easement; and (b) no excavation deeper than eighteen (18) inches shall be made within said utility easement.

2. The centerlines of the facilities to be constructed hereunder are shown upon the print of Drawing No. 3DPPA, entitled "Oldtown Colonial Estates", dated July 29, 1965, attached hereto and hereby made a part hereof:

3. Company shall, in the construction, operation and maintenance of said facilities, level the surface of the ground and restore to their previous conditions all fences, driveways and sidewalks which may be affected; and pay to the persons entitled thereto all damages to grass and shrubbery; however, this requirement shall not apply to the trenching and backfilling in connection with the initial installation of said facilities, which trenching and backfilling is to be done by Grantors; and

4. Grantor has full power to convey this right of way and easement, and warrants and will defend the same against all claims by any persons.

5. This instrument contains all agreements expressed or implied between the parties hereto, and shall inure to the benefit of and be binding upon their heirs, executors, administrators, assigns, successors and assigns. **TO HAVE AND TO HOLD** the same unto Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors NONE (has) hereto set its hand(s) the day and year first above written.

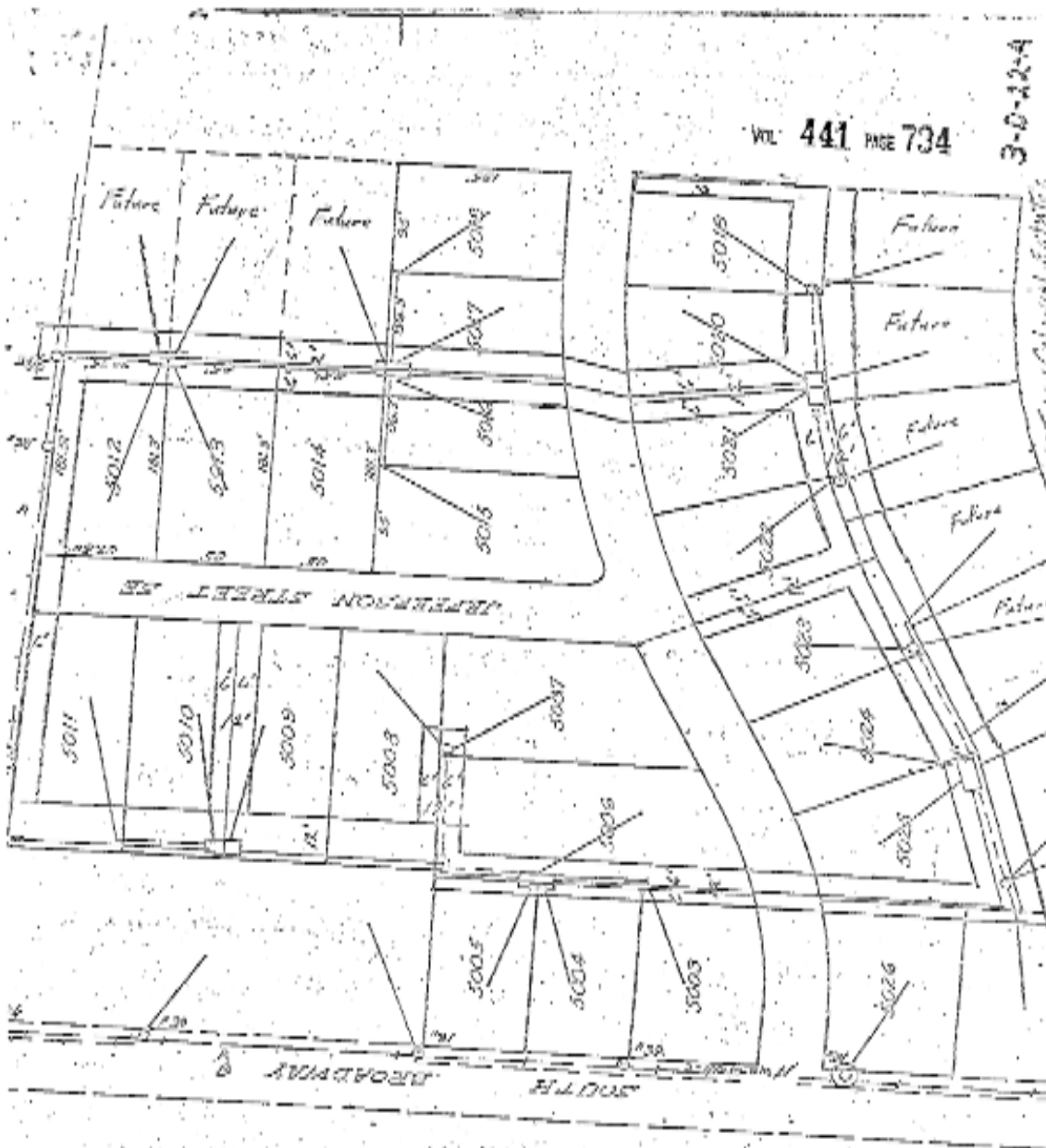
Signed and Acknowledged
in the Presence of:
Richard Skilton
Richard Skilton

(Seal) WATSON BROTHERS CONSTRUCTION, INC.
By Richard A. Watson
Richard A. Watson, President

John R. DeVore
John R. DeVore

AND Robert Watson
Robert Watson, Secretary

3-D-12-A



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

Before me, a Notary Public, in and for said County, personally appeared Richard A. Watson, President and C. Robert Watson, Secretary of Watson Brothers Construction, Inc., the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such President and Secretary in behalf of said corporation and by authority of its Board of Directors; and that said instrument is their free act and deed individually and as such President and Secretary the free and the corporate act and deed of said WATSON BROTHERS CONSTRUCTION, INC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at New Philadelphia, Ohio this 5th day of August, A.D. 1965.

RICHARD L. STEPHANSON
ATTORNEY-AT-LAW
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration
date. Sec. 147.02 R.C. of Ohio

Richard L. Stephanson
NOTARY PUBLIC


NO FURTHER NECESSARY

Donald R. Kinsley

BOURNE AUDITOR

17484

RECEIVED FOR RECORD
THEODORE W. SMITHSON, County Recorder

SEP 14 1965 102 AM

Recorded SEP 14 1965 of the
VOL. 441 DEED Records of
Tuscarawas County, Ohio

400

22894

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS

THAT, WATSON BROTHERS CONSTRUCTION INC., an Ohio corporation, of the City of New Philadelphia, Tuscarawas County, Ohio, the GRANTOR, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations to it paid by PATRICK E. ADAMS and DONNA LEE ADAMS, of the City of New Philadelphia, Tuscarawas County, State of Ohio, the GRANTEE, the receipt whereof is hereby acknowledged, does hereby GRANT, SELL and CONVEY to the said GRANTEE, their heirs and assigns forever, the following REAL ESTATE, situated in the County of Tuscarawas, State of Ohio and in the Township of Goshen, and bounded and described as follows:

Being part of a Twenty-three and Eighty-eight One-Hundredths (23.88) Acre Tract in Lot No. Five (5) of the Fourth Quarter of Township No. Eight (8), Range No. Two (2), as heretofore conveyed to Watson Brothers Construction Inc. by deed recorded in Vol. 438, at page 878, of the Tuscarawas County Deed Records, and being more fully described as follows:

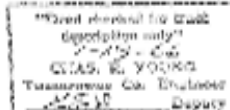
Beginning at the southeast corner of Lot No. 4864 in the City of New Philadelphia from which the westerly line of South Broadway bears North Two degrees Fifty-nine minutes (2° 59') East; thence South Two degrees Forty minutes (2° 40') West, One Hundred Eighty-one and Sixty-nine One-hundredths (181.69) feet to a point; thence South Eighty seven degrees Twenty minutes (87° 20') East, Two Hundred Thirteen and Four-tenths (213.4) feet to an iron pin; thence North Two degrees Forty minutes (2° 40') East, Two Hundred Forty-seven and Eighty-nine One-hundredths (247.89) feet to an iron pin at the true place of beginning; thence South Eighty-seven degrees Thirty minutes (87° 30') East, Two Hundred Seven and Seven One-hundredths (207.07) feet to an iron pin on the westerly line of proposed Jefferson Street; thence with the westerly line of proposed Jefferson Street, North Two degrees Thirty minutes (2° 30') East, Eighty (80.0) feet to an iron pin; thence North Eighty-five degrees Forty-four minutes (84° 44') West, Two Hundred Seven and Five One-hundredths (207.05) feet to an iron pin; thence South Two degrees Forty minutes (2° 40') West, Ninety (90.0) feet to the true place of beginning, containing Forty One-hundredths (0.40) of an Acre.

Easement easements, twelve (12) feet in width off the west side of the above described tract and six (6) feet in width off the north side of the above described tract are reserved to the City of New Philadelphia for the construction, operation and maintenance of any necessary sanitary sewer, storm sewer or waterline. Said easements are also reserved to any person, firm or corporation supplying telephone, TV Antenna cable, electric power or any other necessary service to the residents of the City, for the construction, operation and maintenance of the necessary line, for properly supplying such service. No obstruction of any nature, which will interfere with the construction, operation or maintenance of said lines shall be permitted.

The above described Forty One-hundredths (0.40) Acre Tract comprises all of Lot No. Five Thousand Eleven in the proposed "Oldtown Colonial Estates Second Allotment", a proposed subdivision to the City of New Philadelphia, and by the acceptance of this deed, the Grantee agrees that said tract shall be transferred to said Lot No. Five Thousand Eleven (5211) when the said Oldtown Colonial Estates Second Allotment shall be presented for transfer and record.

(DESCRIPTION PREPARED BY EDWARD F. GANER, REG. SURVEYOR #6881).

SOURCE OF TITLE: VOL. 438, page 878, Tuscarawas County Deed Records.



TRANSFERRED

JUL 19 1968

GONALD R. KINSEY

As the Successor to, this

VOL. 447 PAGE 887

As a part of the consideration for the execution and delivery of this Deed and in protection of Grantor's other lots in the proposed "Oldtown Colonial Estates Second Allotment", and in consideration of the incorporation of like covenants in deeds to other lots, the Grantees, for themselves, their executors, administrators, heirs, devisees, successors and assigns, hereby covenant and agree with GRANTOR, its successors and assigns, for their own and Grantor's use and benefit and the benefit of others who become owners of lots now owned by Grantor, their respective heirs, devisees, successors and assigns, as follows:

1. Said premises shall be used for residence purposes only. No residence shall be erected or permitted to remain thereon, other than one detached single family dwelling unit on not less than a full lot, not to exceed two stories in height, and private garage to be used with the residence.
2. Each dwelling unit erected thereon, shall be used only as a one-family private residence. The total floor area of each such dwelling unit, exclusive of porches, basement and garage area, shall be not less than 1200 square feet. No residences, and all appurtenances thereto included, shall cost less than Fourteen Thousand Dollars (\$14,000.00), based upon cost levels prevailing at the recording date of these restrictions.
3. No lot shall be subdivided, nor may any lot be sold except as a whole lot. This shall not, however, prevent the owner of a completely vacant lot from conveying any part of said lot to the owner of the lot immediately adjoining thereto provided that at the same time, he shall convey the balance of said vacant lot to the owner of the lot immediately adjoining thereto on the other side.
4. No building of any nature shall be placed nearer than forty (40) feet from the front lot line, or nearer than ten (10) feet from either side line. Where the owner of a lot acquires part or all of an adjoining lot, then this restriction shall apply only to the outside lines of the entire area of ownership. All buildings constructed thereon shall front on the street adjoining the front line of each lot.
5. No tents, temporary buildings, trailers or mobile homes shall be erected, placed, maintained or occupied as a residence or otherwise, on any lot except for temporary construction purposes. No excavation shall be made except for the construction of a dwelling or the appurtenances thereto to be located thereon, and the erection of any structure must be completed within one year from the beginning of construction unless prevented by war, public orders, litigation or other cause beyond the control of the owner. Basement homes and concrete block dwellings are also prohibited on said premises.
6. No fence or railing, unless it be a shrubbery hedge, shall be more than forty (40) inches high, in front of the front building line herein above determined and established.
7. No animals or fowl shall be maintained and kept on the premises except as customary household pets.
8. No sign or advertisement shall be erected, used, or maintained on any lot, except as may be necessary temporarily for the purpose of sale or rental of the specific property upon which such sign or advertisement is located.
9. No television, radio, receiving or transmitting antenna or towers shall be placed, erected or maintained upon the premises or upon any structure affixed to said premises. Provided, however, that F.M. radio antenna may be placed upon roof by roof top installation methods so long as said installation does not exceed three (3) feet above said roof line.
10. These restrictions shall be binding upon all parties concerned and all persons claiming under them, their heirs, successors and assigns, for a period of twenty-five (25) years from the date of these restrictions are recorded, after which time, said restrictions shall be automatically extended for successive periods of ten (10) years thereafter, unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change, amend or modify said restrictions in whole or in part. In determining a majority

of the lot owners, one vote shall be allowed for each individual lot or dwelling unit.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other owners.
12. Enforcement may be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants herein, to restrain violation and/or to recover damages.
13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein, which shall continue in full force and effect.

WV 107 RECORDED

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereto belonging, to the said GRANTEE, PATRICK E. ADAMS and DONNA LEE ADAMS, their heirs and assigns forever.

And the said GRANTOR, Watson Brothers Construction Inc., for itself and its successors, does hereby covenant with the said GRANTEE, PATRICK E. ADAMS and DONNA LEE ADAMS, their heirs and assigns, that it is lawfully seized of the premises; that the said premises are FREE AND CLEAR from all incumbrances whatsoever, and that it will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said GRANTEE, PATRICK E. ADAMS and DONNA LEE ADAMS, their heirs and assigns against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said GRANTOR, Watson Brothers Construction Inc., has set its hand and corporate seal by Richard A. Watson, its President and C. Robert Watson, its Secretary, this 12th day of July, in the year of our Lord One Thousand Nine Hundred Sixty-six (1966).

Signed and acknowledged in presence of

James K. Stephenson
James K. Stephenson
Erin Kandler
Erin Kandler

WATSON BROTHERS CONSTRUCTION INC.,

Witnessed by *Richard A. Watson*
Richard A. Watson, President
and *C. Robert Watson*
C. Robert Watson, Secretary

RECEIVED FOR RECORD

THEODORE M. UNDERHILL, County Recorder

JUL 19 1966 2:06 PM
Recorded July 19 1966
VA. of the
Tuscarawas County, Ohio
\$2.00

STATE OF OHIO,
TUSCARAWAS COUNTY.

Before me the subscriber, a Notary Public in and for said county, personally appeared Richard A. Watson, President and C. Robert Watson, Secretary, of WATSON BROTHERS CONSTRUCTION INC., the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such President and Secretary in behalf of said Corporation and by authority of its Board of Directors; and that said instrument is their free act and deed individually and as such President and Secretary and the free and corporate act and deed of said Watson Brothers Construction Inc.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at New Philadelphia, Ohio, this 12th day of July, A.D. 1966.

Erin L. Kandler
ERIN L. KANDLER,
NOTARY PUBLIC.

ERIN L. KANDLER, Notary Public
Tuscarawas County, Ohio, Commission Expires Dec. 28, 1969

This instrument was prepared by
JAMES K. STEPHENSON
ATTORNEY AT LAW

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (Initial)

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

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

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

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

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

Agent's Acknowledgment (Initial)

(f) 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.

Seller	Date	<input checked="" type="checkbox"/> <i>Masha Adams</i>	Date
Purchaser	Date		Date
Agent	Date		Date

Don R. Wallick 5/20/11

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

