

KPLD

Kyler, Pringle, Lundholm & Durmann

A Legal Professional Association

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TAX AND LEGAL REPORT

Date: August 31, 2011

Our File #: BECJUN-2

For The Exclusive Use Of: Wallick Auctions, Inc.
Property Address: 425 E. Slingluff Avenue, Dover, Ohio 44622
Present Owner: Judith Ann Becker and Steve D. Becker
Deed Volume/Page: Vol. 1348, Page 586, Official Records
Transfer Date: January 16, 2011

Real Estate Taxes Are
Currently Listed On The
2010 Tax Duplicates In The
Name Of: Judith Ann Becker and Steve D. Becker

Parcel No.: 15-03493.000

Desc.: 3493 PR3491

Valuations:	Land:	26,590
	Building:	78,770
	Total:	105,360
	Avv:	0.00

Taxes:	General Taxes:	\$1,448.83
	Tax Reduction:	-\$514.91
	10% Rollback:	-\$93.39
	2½% Reduction:	-\$23.35
	Homestead Credit:	-\$183.88
	Total Per ½ Year:	\$623.30
	Unpaid Real:	\$0.00
	Current Sa:	\$6.00
	Penalty:	\$0.00
	Prior Del:	\$0.00
	Total Due:	\$629.30

Special Assessments: MWCD \$6.00 per half

Taxes For The First Half Year 2010 Are Paid.
Taxes For The Second Half Year 2010 Are Paid.
Taxes For The Year 2011 Are Undetermined But Not Yet Due.

Map Office Approval: In Compliance
 New Description Required

This information, including any lot dimensions, is derived solely from public records. While the information is usually reliable, certainty cannot be assured without a full title examination, title insurance, and a current survey.

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

CRT Form 4306
ALTA Commitment for Title Insurance 5/06

By

President

Attest

Secretary

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A

1. **Effective date:** August 31, 2011 at 7:59 a.m. **File No.** BECJUN #2
2. **Policy or Policies to be issued:** **Amount**
 - (a) **Owners Policy** \$ to be determined but not to exceed \$150,000.00
Proposed Insured:
to be determined
 - (b) **Loan Policy** \$ to be determined but not to exceed \$150,000.00
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:**
Judith Ann Becker and Steve D. Becker, Vol. 1348, Page 586, Tuscarawas County Official Records
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 City of Dover, County of Tuscarawas, and State of Ohio:

TRACT 1: Known as Lot Number 3493, as presently known and numbered in said City.

TRACT 2: Known as the South Half of Lot Number 3491, as presently known and numbered, in said City. The line dividing the North and South Halves of said Lot being the continuation Westwardly of the line dividing Lot Number 3492 and Lot Number 3493 in said City.

EXCEPTING AND RESERVING ten (10) feet off of the West end of the aforesaid Lot Number 3491.

Parcel No. 15-03493.000

NOTE: Description has been 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.

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 #15-03493.000 shows:

Taxes for the first half of the year 2010 in the amount of \$629.30 after a Homestead Exemption of \$193.88 and including a special assessment of \$6.00 are paid. Taxes for the second half of the year 2010 in the amount of \$629.30, including a special assessment of \$6.00 after a Homestead Exemption of \$193.88, are paid. 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. Deed has been 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.
10. 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.
11. 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.

12. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
13. 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/>.

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

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