

Don R. Wallick Auctions, Inc.

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Auction



ALBAN TITLE

204 2nd St. NE • New Philadelphia, Ohio 44663
Phone: (330) 343-6800 • Fax: (330) 343-6977 • www.albantitle.com

TAX AND LEGAL REPORT

DATE: 04/24/2012

REQUESTED BY:

PROPERTY ADDRESS: SW ARNOLD RD

PRESENT OWNER: ARNOLD, PEARL

VOL: 1091 **PAGE:** 1531 **TRANSFER:** 02/14/2003

PARCEL NO: 07*01592*000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2011 TAX
DUPLICATE IN THE NAME OF PEARL ARNOLD

PARCEL NO: 07*01592*000

DISC: 2 6 3 N/2 7 3.966A

VALUATIONS:

LAND:	8160
BUILDINGS:	1470
TOTAL:	9630
HOMESTEAD:	
CAUV:	

Special Assessments:

Map No.:

TAXES:

GENERAL TAXES:	305.99
REDUCTION:	-88.73
10% ROLLBACK:	-21.73
2 1/2 % REDUCTION:	-2.41
HOMESTEAD CREDIT:	-84.29
TOTAL PER 1/2 YEAR:	108.83
UNPAID REAL:	
CURRENT SA:	6.00
ADJUSTMENTS:	
PENALTY:	
PRIOR DEL. R.E.:	
TOTAL DUE:	114.83

Taxes for the first half year 2011 are PAID

Taxes for the second half year 2011 are NOT YET DUE AND PAYABLE

Prepared By: Rebecca Ferguson

This information, including any log dimensions shown, is derived solely from public records. While the information is usually reliable, it cannot be guaranteed without a full title examination and a current survey to verify its accuracy.

PARCEL 07-01-192-000
 DISTRICT 07-CITY TWP-CENTRAL VALLEY SD
 MAP NUMBER 25
 SECTION & PLAT
 ROLLING NUMBER 7.880
 PROPERTY CLASS 588-RF-MOBILE DM 0-1-75 ACRES
 PROPERTY 600 SA ARNOLD RD
 HELIXBORO MO 64729
 LIVING AREA 2 6 3 N/2 7 3-0004

PROGRAM#	UTILITIES	STREET FRONT	DEPT#	ASSESSMENT	VALUATIONS	2010	2011
LEVEL	WATER	PAVED	1170000100	PARKET	LAND	23,320	23,320
ROLLING	SEWER	UNPAVED	STATIC	DEFINITE	IMPR	4,200	4,200
LOW	ELECTRIC	PROPOSED	DEFINITE	TOTAL	TOTAL	27,520	27,520
HIGH	GAS	SIDEWALK	UNLIGHTED	LAND	IMPR	8,160	8,160
	WELL	ALLEY	ASSESSED	TOTAL	TOTAL	1,420	1,420
						9,030	9,650

LAND USE	SQ. FOOT/ACREAGE	BASE VALUE	ADJUSTED REASON	ADJUST FACTOR	BOOK VALUE	PARCEL VALUE
NO	1,068	8,088			8,088	8,088
P	1,818	4,960			15,320	35,508
IM	8,148	8			8	8
TOTAL	4,928					23,320

CONSTRUCTION DATA	LEVEL	BASE AREA	LEVEL	FTV/AREA	VALUE
REAR PORCH	1	2	3	4	
ATTIC					
RESERVE					
CAN/FR					
PLUMBING					
BASIS					
FL. SATIS					
WALL SATIS					
OTHER EXTERIOR					
NO PLUMBING					
ACCOMMODATIONS					
BEDROOMS					
FAMILY ROOMS					
DINING ROOMS					
BEC ROOM TYPE					
BEC ROOM AREA					
STRENGTH STRENGTH					
THRESH 8x8 HS					
THRESH 8x8 HS					
THRESH 8x8 HS					
HEAT/AC	1	2	3	4	
NO HEATING					
DIR. COND					

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DIR. COND					

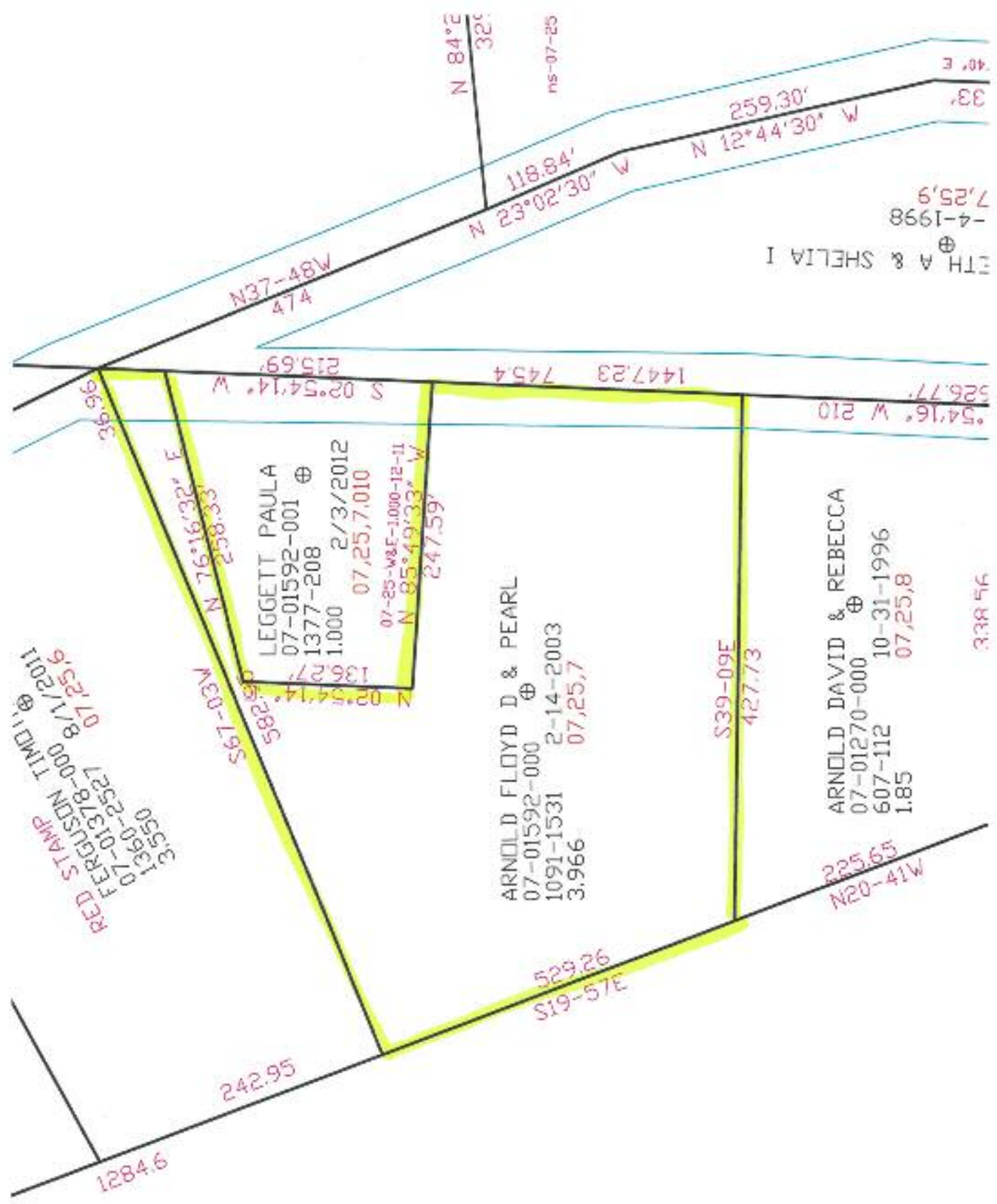
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DIR. COND					

APPAISER: DATE: CONTACT: LISTED: REVIEWED: 07-01-192-000 CAD 1 OF 1



 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

First American Title Insurance Company, a California 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 180 days 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American 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.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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 FRAUD.

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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.
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 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/>.

First American Title




ISSUED THROUGH THE OFFICE OF:



FIRST AMERICAN
TITLE INSURANCE
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 654-3543

 First American Title	Commitment for Title Insurance
	First American Title Insurance Company
Schedule A	

File No.: A12-329

1. Effective Date: February 12, 2012 at 8:00am
2. Policy (or Policies) to be issued AMOUNT
 - a.
 - ALTA Owner's Policy of Title Insurance (6-17-06) \$10.00
 - ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10)
 - Other

Proposed Insured: T B D
 - b.
 - ALTA Loan Policy of Title Insurance (6-17-06) \$
 - ALTA Expanded Coverage Residential Loan Policy (2-3-10)
 - Other

Proposed Insured: To Be Determined, an Ohio Corporation

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: Pearl Arnold
SOT: Volume 1091, Page 1531, Tuscarawas County Official Records
5. The land referred to in this Commitment is described as follows:

Situated in the Township of Clay, County of Tuscarawas and State of Ohio:

Being a part of Lot No. Seven (7) in the Third Quarter of Township Six (6), Range Two (2) of the United States Military Lands, and being a part of a 17.74 acre tract as conveyed to Harold W. and Waiva D. Johnston by a deed as recorded in Volume 514, Page 719 of the Tuscarawas County Deed Records, and being more fully described as follows:

Commencing at the Northeast corner of Lot No. Seven (7); thence with the East line of Lot No. Seven (7), South 2 deg. 35' West, 599.26 feet to a point in County Road No. 14 and at the place of beginning of the tract herein to be described; thence from said beginning point and continuing with the East line of Lot No. Seven (7) and in Township Road No. 185, South 2 deg. 35' West, 745.40 feet to a point at the Southeast corner of the above mentioned 17.74 acre tract; thence North 89 deg. 09' West, 357.11 feet to an iron pipe at the Southwest corner of said 17.74 acre tract; thence with the west line of said 17.74 acre tract, North 19 deg. 51' West, 529.26 feet to a point; thence North 67 deg. 03' East, 582.95 feet to an iron pin; thence continuing North 67 deg. 03' East, 36.46 feet to the place of beginning, containing 6.812 acres, more or less, but subject to all legal highways.

The above description prepared by Frank E. Bair, P. S. Surveyor #5918.

EXCEPTING AND RESERVING to the Grantors, their heirs and assigns, all oil and gas underlying the soil, with the right of entry to prospect, explore and drill for, and mine and excavate and remove the same.

SAVING AND EXCEPTING THEREFROM, the following described real property:

Situated in the Township of Clay, County of Tuscarawas, State of Ohio and bounded and described as follows:

Being a part of Lot 7 in the Third Quarter of Township 6, Range 2 in the United States Military District.

Being a part of a 6.812 acre tract conveyed to Grantors by deed recorded in Volume 533, Page 1 of the Tuscarawas County Deed Records.

Beginning for the same at a 3/4" iron pin in the east line of said Lot 7, in the center of Township Road No. 185, which bears N. 2 deg. 35' East, 1323.56 feet from a stone at the Southeast corner of Lot 7; thence with the south line of said 6.812 acre tract North 89 deg. 09' West, 338.56 feet to a 5/8 inch iron pipe (found) at the Southwest corner thereof; thence with the west line of said tract N. 20 deg. 40' 55" West, 225.65 feet to a 3/4" mine bolt; thence S. 89 deg. 09' East, (passing a 3/4" iron pin at 397.73 feet), 427.73 feet to a 3/4" iron pin in the east line of said Lot 7 and in the road; from this point an iron pin (found) at the Northeast corner of Lot 7 bears N. 2 deg. 35' East, 1140.31 feet; thence with the lot line, S. 2 deg. 35' West, 210.00 feet to the place of beginning and containing 1.846 acres, more or less, but subject to all legal highways.

Bearings herein contained have been based upon that given by deed for the east line of said Lot 7.

Survey and description prepared by Paul J. McCullough, Registered Surveyor Number 2513 and Robert K. Sterling, Registered Surveyor Number 6513 on May 26, 1986.

ALSO SAVING AND EXCEPTING the following described premises:

Situated in the Township of Clay, County of Tuscarawas and the State of Ohio.

Being located in Lot 7, Third Quarter, T-6, R-2 of the United States Military Lands and being part of a residue 6.812 acre tract (A. P.#07-01592.000) as conveyed to Pearl Arnold by Deed Volume 533 at Page 001 and Official Record Volume 1091 at Page 1531 of the Tuscarawas County Deed Records, being more fully described as follows;

Commencing at a 5/8" iron pin (found) at the northeast corner of Lot 7;

Thence with the east line of said Lot 7, South 2 deg. 54 min. 14 sec. West, 676.00 feet to a point in "ARNOLD ROAD" (T.R. #185) and at the TRUE PLACE OF BEGINNING of the tract herein to be described;

Thence from said beginning, with the aforesaid lot line and with said road South 2 deg. 54 min. 14 sec. West, 215.69 feet to a point;

Thence leaving said line and through the lands of said the aforesaid residue 6.812 acre tract the following 3 courses and distances:

- 1) North 85 deg. 49 min. 33 sec. West, 247.59 feet to a 5/8" iron pin (set), passing on line a 5/8" iron pin (set) at 17.00 feet;
- 2) Thence North 2 deg. 54 min. 14 sec. East, 136.27 feet to a 5/8" iron pin (set);
- 3) Thence North 76 deg. 16 min. 32 sec. East, 258.33 feet to the TRUE PLACE OF BEGINNING, containing 1.000 acres more or less, (passing on line a 5/8" iron pin (set) at 241.66 feet) but

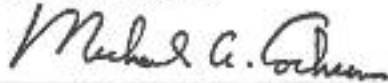
subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

Bearings are oriented to assumed north and all iron pins indicated (set) are 5/8" x 30" re-bars with orange plastic caps stamped "EMLER 7760".

Survey and description by Randall A. Emler, Professional Surveyor #7760 in November 22, 2011.


Issuing Agent: Alban Title
Agent ID No.: 4042546
Address: 204 2nd ST NE
City, State, Zip: New Philadelphia, OH 44663
Telephone: (330) 343-6800

By:



Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

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 FRAUD

 First American Title	Commitment for Title Insurance
	<small>BY</small> First American Title Insurance Company
Schedule BII	

EXCEPTIONS

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 heretofore 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 the real estate taxes or assessments imposed on the title by a governmental 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 following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.

8. The lien of all general taxes for the second half of 2011 and thereafter.

Taxes for the first half of 2011 in the amount of \$114.83 (includes special assessment of \$6.00 and homestead reduction of \$84.29) per half are paid.

Taxes for the second half of 2011 are a lien not yet due or payable.

Tax Parcel Number: 07-01592.000

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

10. Anything to the contrary notwithstanding, this policy does not insure the quantity of land contained within the premises described in Schedule A.

11. Pipeline right of way to The East Ohio Gas Co., dated September 18, 1973, received for record October 3, 1973 at 10:50 a.m. and recorded in Volume 501, Page 389, Tuscarawas County Deed Records.

12. Right of Way to Guernsey-Muskingum Electric Cooperative, Inc. dated May 26, 1982, received for record October 12, 1982 at 2:35 p.m. and recorded in Volume 571, Page 64, Tuscarawas County Deed Records.
13. Pipeline right of way to The Canton Oil and Gas Co., dated January 11, 1986, received for record January 24, 1986 at 11:22 a.m. and recorded in Volume 599, Page 885, Tuscarawas County Deed Records. Assigned to The East Ohio Gas Co in Volume 609, Page 751, Tuscarawas County Deed Records.
14. Right of Way to Guernsey-Muskingum Electric Cooperative Inc., dated November 18, 1986, received for record December 24, 1987 at 10:29 a.m. and recorded in Volume 617, Page 333, Tuscarawas County Deed Records.
15. Reservation of all minerals including oil and gas as set forth in deed recorded in Volume 533, Page 1 of the Tuscarawas County Deed Records.
16. Lien in favor of State of Ohio Department of Job & Family Services against Estate of Pearl Arnold, deceased, dated December 20, 2011, received for record December 22, 2011 at 11:39 a.m. and recorded in Volume 1373, Page 513, Tuscarawas County Official Records, in the face amount of \$182,365.77.
17. Oil and gas Lease to M. L. McCullough dated May 15, 1954, received for record July 19, 1954 at 1:47 p.m. and recorded in Volume 53, Page 96, Tuscarawas County Lease Records. Subject to assignments.

NOTE: No examination was made under the estate created under the above instrument.

18. Oil and Gas Lease to G.R. Stocker dated August 20, 1964, received for record November 30, 1964 at 1:30 p.m. and recorded in Volume 68, Page 597, Tuscarawas County Lease Records. Subject to assignments.

NOTE: No examination was made under the estate created under the above instrument.

380,000

C-11000

PIPE LINE RIGHT OF WAY DEPT 195

#95701

380,000

7-12-29

FOR AND IN CONNECTION OF THE DOLLAR (1.00) A YEAR, AND THE PERCENT OF WHICH IS BEING
ADVANCED, AND IN FULLY CONTRIBUTION OF THE DOLLAR (1.00) PER ANNUM FOR THE YEAR OF

AND THE LAND ON THE LANDS HEREIN DESCRIBED TO BE PAID WHEN AND AS FOLLOWS: TO WIT: THE

Grant Zinken's Navy Bank (1/2) 1929

Kenneth A. Capell (Grant)

lands called "Grant", which are a new bank, pipe, water and sewer pipe. The said
lands are situated in the city of Cleveland, Ohio, known as "Grant". The right of way
to be, certain, known, open, replace, change, diminish, increase and remove a pipe line to
the transportation of natural gas and other gaseous products, with appurtenant, certain, certain, certain,
and other necessary appurtenances, and other necessary appurtenances, and other

H.O.L

and the said lands described above situated in the County of Cuyahoga, State of Ohio, bounded
and described as follows:

City of Cleveland, Township of Deshler, County of Cuyahoga, State of Ohio, bounded

and described as follows:

On the East by lands of H. D. Blair

On the West by lands of H. W. Miller, W. Wilson

On the East by lands of W. Wilson, Cleveland Butcher Supply Co

On the West by lands of CLEVELAND BUILDERS Supply Co.

together with appurtenant and appurtenant and pipe line, sewerage and sanitary equipment
and other appurtenances, and all things now and hereafter and hereafter to be necessary or con-
venient for the full and complete use of the Grant of the right of way.

1. No building, structure or improvement of any kind shall be placed, constructed or maintained
by the Grantor within a distance of thirty (30) feet from said pipe line. There shall be no filling
upon or along to, and no removal of, the earth or surface thereof in the distance within a distance
of thirty (30) feet from said pipe line.

2. The Grantor shall pay any damages which might arise or accrue, including, death, injury and losses
from the exercise of any of the rights herein granted by or said damage, if and whenever agreed
upon, to be ascertained and determined by three disinterested persons, one chosen by the Grantor,
one by the Grantee, and the third by the two so appointed, and the award of said
three persons shall be final and conclusive.

3. The Grantee shall use and enjoy the said lands subject to the conditions and provisions of this
right of way grant, expressed and implied, and provided always that such use and enjoyment shall
not constitute or be deemed to constitute a nuisance, or other violation of laws, ordinances or rules
of the County.

4. Subject to the above provisions and conditions herein applicable to the land described herein and
expressed herein and all the other provisions and conditions herein, the Grantee is hereby
granted the right of way on the said easement at any time, upon payment to the Grantor of the sum
of one (1) dollar per foot of said pipe line, and to replace, repair, support,
replace, change, diminish, increase and remove, additional, lines, appurtenant, appurtenant,
and other necessary appurtenances, and other necessary appurtenances, and other necessary appurtenances.

H.O.L

5. All payments hereunder may be made to Grantee to check made payable to the order of and
mailed or delivered to Kenneth A. Capell at 217 E. 12th

1212 Woodland Ave. 10th St. Cleveland, Ohio, who is hereby authorized to receive such payments on behalf of
the Grantee, whether now or hereafter.

6. This grant shall extend to and be binding upon the Grantor and the Grantee, their respective
heirs, successors and assigns, whether assigned or not, and shall be managed in
any way except in writing agreed to by the Grantor and a duly authorized agent of the Grantee.

IN WITNESS WHEREOF the parties have hereunto set their signatures this 12th

day of Sept, 1929.

ATTEST: James F. Johnson
James F. Johnson
James F. Johnson
James F. Johnson
James F. Johnson

NOT NECESSARY

This instrument was recorded by The First Ohio Co. Recorder Frank A. Korman

STATE OF Ohio 10 501 10500

COUNTY OF Franklin

On this 18th day of Sept 19 73 before me

Notary is and for said County, personally appeared the said Henry Ziskon & Gary Ziskon & Kimberly A. Carr who acknowledged that they do sign and seal the foregoing instrument and that it is their free act and deed.

WITNESS my hand and official seal, this day and year aforesaid.

Henry A. Linder

STATE OF _____ COUNTY OF _____

On this _____ day of _____ 19 _____ is and for said County, personally appeared the said _____ who acknowledged that _____ do sign and seal the foregoing instrument and that it is _____ free act and deed.

WITNESS my hand and official seal, this day and year aforesaid.

Under a. J. 1967, Ohio F. S. 101
By authority of State, Federal,
Territorial, Marine, Civil, Naval,
Submarine, Military and Education
By Commission expires May 8, 1973

71212

Section 1001 7th Ed. § 22

RIGHT OF WAY
from

Gary Ziskon, Henry Ziskon & Kimberly A. Carr

Line No. _____

Length _____

LOCATED 10 27 73

Book 10 27 73

Page 10

Henry A. Linder

50270

Electric Line
RIGHT-OF-WAY AGREEMENT

571 NE 64

55-196-15

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) Floyd D. Arnold and Paul Arnold (unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Gurnsey-Mackings Electric Cooperative, Inc., a cooperative corporation (hereinafter called the "Cooperative") whose post office address is 17 South Liberty Street, New Concord, Ohio, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Lucas, State of Ohio, and more particularly described as follows:

A tract of land approximately 10 acres in area, located 7 miles in a S.E. direction from the town of Port Washington, and further described as being in Section 35, Township Clay, Range _____.

and to construct, reconstruct, replace, repair, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system; to cut, trim and control the growth by herbicidal means, machinery or otherwise of trees and shrubbery located within twenty feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the use of control employed); and to license permit, or otherwise agree to the joint use of occupancy of the line or system by any other person, association or corporation, for electrification or telephone purposes.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands (and that the said lands are free and clear of encumbrance and items of whatsoever character except those held by the following persons:)

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 26 day of May, 1982.

No Transfer Necessary

Donald R. Koenig
COUNTY AUDITOR

Paul Arnold (I.S.)
Floyd D. Arnold (I.S.)

Signed, sealed and delivered in the presence of:

James B. ...
Wesley ...

RECEIVED FOR RECORD
GOPHS M. GORELEY, County Recorder
50270 2:38 P.M.
OCT 12 1982
From Oct 12 1982
for ... of the
County of Lucas, Ohio

STATE OF OHIO
COUNTY OF Lucas

Be it remembered, that on this 26 day of May, 1982, personally appeared before me, the undersigned, a Notary Public in and for said County and State, the above named:

Floyd D. Arnold and Paul Arnold grantor(s)
in the foregoing grant, and acknowledged the execution thereof to be voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public James C. ... County, Ohio

This instrument prepared by Gurnsey-Mackings Electric Cooperative, Inc., New Concord, Ohio

RECORDED

1911-12 AND IN CONSIDERATION OF \$100.00 per acre for each acre of land hereinafter described to be sold when said pipeline is laid.

Grantor, 40141 hereby give, grant, bargain, sell and convey unto the Gasco Oil & Gas Company, a division of Belcon & Nicks Corporation, an Ohio corporation, or 7555 Freedom Avenue, S.W., North Canton, Ohio 44705, herein called Grantee, its successors and assigns the right to place and remove a meter for the purpose of measuring natural gas into the East Ohio Gas Company high line and the right-of-way to lay, operate, maintain, repair, relocate, and remove a pipeline with the right to change the size of meter, delay such line pipe or any pipe, with drips, valves, and other necessary appurtenances thereon for the transportation of petroleum, natural gas and their derivatives on, over, through, and across the lands of the Grantor, with the right of ingress and egress to and from such pipeline, such lands of the Grantor being described as follows, to wit:

Situated in Section 14, Township 12 North, Range 10 East, State of Ohio, bounded substantially as follows, to wit:

- On the North by lands of: James C. Johnson
- On the East by lands of: James C. Johnson
- On the South by lands of: James C. Johnson
- On the West by lands of: James C. Johnson

The Grantor shall fully own and enjoy the above-described premises except for the purposes herein provided in the Grantee. The Grantee hereby agrees to pay the Grantor for damages which might arise to crops, buildings, trees, etc. and for the laying, maintaining, repairing, changing, relocating and removing such pipeline. If said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons, one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of each three persons shall be final and conclusive.

All payments hereunder shall be made by the Grantee to the Grantor by check, money order, draft or cash, payable and called on deliverance to:

James C. Johnson ET AL Box 208 North Canton, Ohio
The above hereby authorized as receipt and receipt for the same. 01/14/1912

It is understood that this grant conveys and expresses all the agreements and obligations of the parties hereto and no covenant, agreement, or obligation not expressed herein shall be imposed upon the parties hereto, their heirs, successors and assigns. This grant shall be binding upon the Grantor and Grantee, their heirs, successors and assigns.

James C. Johnson 1-24-12

IN WITNESS WHEREOF, the Grantor has hereunto set his signature, this 14th day of January, 1912.

Signed and acknowledged in the presence of:

WITNESSES: Robert E. Johnson GRANTOR
James C. Johnson GRANTOR
RECEIVED FOR RECORD
COUNTY CLERK, COLUMBIA COUNTY, OHIO
1911-12 JAN 24 1912

STATE OF Ohio)
County of Columbiana)

ROBERT E. JOHNSON, a Notary Public in and for said County and State, personally appeared the above named James C. Johnson and Robert E. Johnson

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 this 14th day of January, 1912.

Robert E. Johnson
Notary Public
My Commission Expires Jan 1, 1913

This instrument prepared by: James C. Johnson

650-1893

55 213-75

Electric Line
FORM 40-102 (REVISED)

1-110

617 0033

WITNESSED BY THESE PRESENTS, that we the undersigned, (written out or typed)

Francis D. Adams

(hereinafter designated) (hereinafter called "we") for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Tascocombe-Whitcomb Electric Cooperative, Inc., a corporation organized and incorporated under the laws of the State of Wisconsin, (hereinafter called the "Cooperative"), whose post office address is P.O. Box 10, Hwy. 52, S. 10000, Wis., and to its successors or assigns, the right to use and the title of the undersigned, situated in the town of Tascocombe, County of Waushara, State of Wis., and more particularly described in the next

paragraph of land approximately 20 acres in area, located in within a Subtract direction from the town of Tascocombe and further described as being in Section 27, Township C.85, Range 16.

we do construct, reconstruct, replace, repair, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways crossing said lands, or electric transmission and/or distribution lines or systems, or any line and conductors thereon, or any other electrical apparatus, or any other apparatus of lines and facilities located within a one-half mile of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any and all of the rights of other proprietors in the right-of-way which may lawfully and reasonably be used from time to time by the means of workers employed, and to license permits or otherwise apply to the lawful use of property of the line or system to any other person, and electric or cooperative, the classification or telephone purposes.

The undersigned agree that all poles, wires and other facilities located on any pole service structure equipment, installed on the above-described lands of the Cooperative's system, shall remain the property of the Cooperative, and shall, at the option of the Cooperative, upon termination of service to or on said lands:

The undersigned covenant that they own the means of the above-described lands (and that the said lands are free and clear of encumbrances and liens of whatever character except those laid by the following parties):

IN WITNESS WHEREOF, the above grant hereunto their hands and seals this 18th day of November, 1936.

NO TRANSFER NECESSARY
TASCOCOMBE, WIS.

John A. Betzel
1936

John A. Betzel
at the County of Waushara

John P. Mitchell
at the County of Waushara

RECEIVED FOR RECORD
CLERK IN CHARGE, County Records
DEC 2 1936 10:39 A.M.
DEC 3 1936

STATE OF WIS.
COUNTY OF Tascocombe 16

To it remembered, that on this 18th day of November, 1936, personally appeared before me, the undersigned, a Notary Public in and for said County and State, the above named

Francis D. Adams

in the foregoing grant, and acknowledged the same to be his own voluntary act and deed.

IN CERTAIN WITNESS, I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public: John P. Mitchell, Tascocombe, Wis.

This instrument prepared by Tascocombe-Whitcomb Electric Cooperative, Inc., has been duly filed.

7-21-36
Tascocombe
11/18

MICROFILMED

WARRANTY DEED, General, Short Form, No. 100-B (Ohio Statutory Form)

The Ohio Legal Signs Co. Clerks
Publishers and Dealers Since

Know all Men by these Presents

That

WE, Harold W. Johnston and Waiva D. Johnston, husband and wife,

(insert marital status)

Vol. 533 Page 01

7855

of Tuscarawas

County, Ohio

for valuable consideration paid, Grant(s), with general warranty covenants, to

Floyd D. Arnold and Pearl Arnold

whose tax mailing address is Route #2, Port Washington, Ohio 43837

the following described Real Property: Situated in the Township of Clay, County of Tuscarawas and State of Ohio;

Being a part of Lot No. Seven (7) in the Third Quarter of Township Six (6), Range Two (2) of the United States Military Lands, and being a part of a 17.74 acre tract as conveyed to Harold W. and Waiva D. Johnston by a deed as recorded in Volume 514 Page 719 of the Tuscarawas County Deed Records, and being more fully described as follows:

Commencing at the Northeast corner of Lot No. Seven (7); thence with the East line of Lot No. Seven (7), South 2°-35' West, 599.26 feet to a point in County Road No. 14 and at the place of beginning of the tract herein to be described thence from said beginning point and continuing with the East line of Lot No. Seven (7) and in Township Road No. 185, South 2°-35' West, 745.46 feet to a point at the Southeast corner of the above mentioned 17.74 acre tract; thence North 89°-09' West, 357.11 feet to an iron pipe at the Southwest corner of said 17.74 acre tract thence with the west line of said 17.74 acre tract, North 19°-51' West, 329.26 feet to a point; thence North 67°-03' East, 582.95 feet to an iron pin; thence continued North 67°-03' East, 36.46 feet to the place of beginning, containing 6.812 acres, more or less, but subject to all legal highways.

The above description prepared by Frank E. Bair, P.S. Reg. Surveyor #5918

EXCEPTING AND RESERVING to the Grantors, their heirs and assigns, all minerals underlying the soil, including oil and gas, with the right of entry to prospect, explore and drill for, and mine and excavate and remove the same.

and EXCEPTING Taxes, which are to be pre-rated to the date of transfer and paid by the Grantors to that date, thereafter to be paid by the Grantees.

Prior Instrument Reference: Vol. 514 Page 719 of the Deed

Records of Tuscarawas County, Ohio.

And we, Harold W. Johnston and Waiva D. Johnston, husband and wife, release all rights of dower therein.

"Deed checked for taxes
discrepancy only"
9-12-77
20 W. Co. 11
Tuscarawas Co. Auditor
Deputy

Witness our hand(s) this 12th day of September 1977

Signed and acknowledged in presence of:

Michael A. Cochran
Harold W. Johnston
Pamela S. Duncan
Waiva D. Johnston

State of Ohio County of Tuscarawas

Be It Remembered, That on the 12th day of September 1977,

before me, the subscriber, a Notary Public in and for said county, personally came Harold W. Johnston and Waiva D. Johnston, husband and wife, the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

APPROVED
OF THE TUSCARAWAS
COUNTY REGIONAL
PLANNING COMMISSION
Pamela S. Duncan
Notary Public
Tuscarawas County
Ohio

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Pamela S. Duncan
Notary Public
PAMELA S. DUNCAN, Notary Public
Tuscarawas County, Ohio
My commission expires June 24, 1980

This instrument was prepared by Michael A. Cochran, Attorney
Gardenbutter, Ohio

RECEIVED FOR RECORD
THEODORE M. BENDERWOOD, County Recorder
12:08 PM
SEP 12 1977

7255

Recorded Sept 12 1977
Vol. 11 Page 11
Tuscarawas County, Ohio



(Statutory Form)

FROM HAROLD W. JOHNSTON and WAIVA D. JOHNSTON husband and wife TO FLOYD D. ARNOLD AND PEARL PAINTSFERRED TRANSFER RE... CONFERENCE EXAMINED... AWL-657... transferred SEP 12 1977 County Auditor TUSCARAWAS COUNTY AUDITOR State of Ohio, No. 77540 County, Oh Presented for record on the day 19 at 19 M. Recorded Deed Book No. Page County Recorder Michael A. Cochran, Attorney at Law Gardenbutter, Ohio

STATE OF Ohio }
COUNTY OF Tuscarawas } SS

On this 30th day of August A.D. 19 64 before me, a
Notary Public in and for said County and State,
personally appeared Thomas R. Just and Elizabeth T. Just, husband and wife

who acknowledged that they did sign and seal the foregoing instrument and that it is their
free act and deed.

WITNESS my hand and official seal the day and year aforesaid.

No. Commission Expires Feb. 15, 1969
ALLEN W. JUDSON, Notary Public
Tuscarawas County, Ohio

Allen W. Judson (Seal)
Notary Public

STATE OF Ohio }
COUNTY OF Tuscarawas } SS

On this _____ day of August A.D. 19 64 before me, a
Notary Public in and for said County and State,
personally appeared Delbert Keffen and Keffen, husband and wife

who acknowledged that they did sign and seal the foregoing instrument and that it is their
free act and deed.

WITNESS my hand and official seal the day and year aforesaid.

12258
RECEIVED FOR RECORD NOV 30 1964 - 1 30 PM (Seal)
STATE OF OHIO, TUSCARAWAS COUNTY
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____ A.D. 19 _____ before me, a
_____ in and for said County and State,
personally appeared _____

who acknowledged that _____ did sign and seal the foregoing instrument and that it is _____
free act and deed.

WITNESS my hand and official seal the day and year aforesaid.

Notary Public (Seal)

This instrument prepared by STOCKER & STYLER
1222 ERN MAWE DRIVE
NEWARK, OHIO

This lease is hereby cancelled and surrendered this _____ day of _____ 19 _____
WITNESS:

ENCLOSURE
STOCKER & STYLER
1222 ERN MAWE DRIVE
NEWARK, OHIO

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

Don R. Wallick Auctions, Inc.
865 N. Wooster Avenue
Strasburg, Ohio 44880
Info@WallickAuctions.com
<http://www.WallickAuctions.com>



Toll Free: 1-888-348-9448 - Tel: 330-878-0075 - Fax: 330-878-7318