

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



TUSCARAWAS County Online Property Search

Page 1 of 1

MR LARRY LINDBERG

TUSCARAWAS COUNTY ALDITOR

1 of 1 | Previous | 1 of 32 Results | Next | Last | Print

Currently Viewing

Number:	25-00337-000	Address:	308 SE YORK DR	Owner:	JOHN W ELVIN	Legal:	WHOLE 438
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Summary | Tax | Transfer History | Payment History | Land | Deed | Maps

Property

Tax District:	25-003851 TWP NEW PHILADELPHIA SD
Class:	510-SINGLE FAMILY OWNER OCCUPIED
Neighborhood:	
Subdivision:	
Lot #: CD Year: Map #:	37200

Deed

Access:			
Volume:	1200	Page:	2326
Sold:	02/25/07	Price:	

Values

	Appraised	Assessed	
Land:	24,000	6,400	
Improvements:	47,000	16,400	
Total:	71,000	24,800	
CAMP:			
Homestead:	24,000	24,000	HOUSTEAD GRANTED

Ownership Info

Name:	ELVIN JOHN W
Address:	3107 VINE ST SE NEW PHILADELPHIA OH 44880

Taxpayer Information - Last Modified 02/02/10

Name:	ELVIN JOHN W
Address:	3107 VINE ST SE NEW PHILADELPHIA OH 44880

Tax Rates

Whole:	06.40	Effective:	44.125412
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Charges

	Prior	1st Half	Sub-Total	2nd Half	Total
Tax:	236.33	211.00	647.50	311.80	959.30
Backdue:	0.00	0.00	12.00	0.00	12.00
Total:	242.93	217.00	647.50	317.80	970.12
Paid:	342.25	217.00	660.50	0.00	960.50
Due:	0.00	0.00	0.00	217.80	217.80
Grow:					0.00

MR LARRY LINDBERG

TUSCARAWAS COUNTY AUDITOR

1 of 1 Results | Previous | Next | Last

Currently Viewing

Number:	25-00337-000	Address:	389 SE YORK DR	Owner:	JOHN W ELVIN	Legal:	WHOLE 438
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Summary | Tax | Transfer History | Payment History | Land | Deed | Sketch

Current Charges

	Prior	1st Half	Sub-Total	2nd Half	Total
REAL PROPERTY 2012	0.00	0.00	0.00	311.60	311.60
TAXES	305.75	311.60	617.35	311.60	928.95
PENALTY	30.58	0.00	30.58	0.00	30.58
INTEREST	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT	0.00	0.00	0.00	0.00	0.00
PAID	336.33	311.60	647.93	0.00	647.93
SURPLUS	0.00	0.00	0.00	0.00	0.00
CS60000000 MWCO	0.00	0.00	0.00	6.00	6.00
TAXES	0.00	6.00	12.00	0.00	18.00
PENALTY	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT	0.00	0.00	0.00	0.00	0.00
PAID	6.60	6.00	12.60	0.00	12.60
SURPLUS	0.00	0.00	0.00	0.00	0.00

Charge Totals

	Prior	1st Half	Sub-Total	2nd Half	Total
TAXES	0.00	0.00	0.00	311.60	311.60
SPECIALS	0.00	0.00	0.00	6.00	6.00
REFUNDS	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	317.60	317.60

MR LARRY LINDBERG

TUSCARAWAS COUNTY AUDITOR

[1st](#) [First](#) [Previous](#) 1 of 32 Results [Next](#) [Last](#) [31](#)

Currently Viewing

Number:	25-00337-000	Address:	389 SE YORK DR	Owner:	JOHN W ELVIN	Legal:	WHOLE 43B
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[Summary](#) [Tax](#) [Transfer History](#) [Payment History](#) [Land](#) [Dwell](#) [Sketch](#)

Type	Units/EP/R	Acreage/Depth/F	SQ. FT./Depth/F
FR. FRONT LOT		100	150

MR LARRY LINDBERG

TUSCARAWAS COUNTY AUDITOR

[First](#)
[Previous](#)
[1 of 32 Results](#)
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Currently Viewing

Number: 25-00337-000
Address: 389 SE YORK DR
Owner: JOHN W ELVIN
Legal: WHOLE 438

[Summary](#)
[Tax](#)
[Transfer History](#)
[Payment History](#)
[Lead](#)
[Dwell](#)
[Sketch](#)

Card	Style	Year Built	Year Renovd	Grade	AC	Heat	Fireplaces	Total Stories	Total Rooms	Bedrooms	Half Baths	Full Baths	Total Area	Basement	Crawl
1	01-SINGLE FAMILY	1996		CHE	NONE	FULL	/	1	5	3			950	950	

MR LARRY LINDBERG

TUSCARAWAS COUNTY AUDITOR

Currently Viewing

Number:	Address:	Owner:	Legal:
25-00338-000	SE YORK DR	JOHN W ELVIN	W END 437

Summary Tax Transfer History Payment History Land

Property

Tax District:	26-GOSHEN TWP-NEW PHILADELPHIA SD		
Class:	000-RESIDENTIAL VACANT LAND		
Neighborhood:			
Subdivision:			
Lot #:	CD Year:	Map #:	37360

Deed

Acres:			
Volume:	1300	Page:	2838
Sold:	03/23/2009	Price:	

Values

	Appraised	Assessed
Land:	10,580	3,700
Improvements:		
Total:	10,680	3,700
CAUM:		
Homestead:		

Ownership Info

Name:	ELVIN JOHN W
Address:	3107 VINE ST SE NEW PHILADELPHIA OH 44663

Taxpayer Information - Last Modified 02/19/2010

Name:	ELVIN JOHN W
Address:	3107 VINE ST SE NEW PHILADELPHIA OH 44663

Tax Rates

Whole:	96.40	Effective:	44.155419
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Charges

	Prior	1st Half	Sub-Total	2nd Half	Total
Tax:	79.35	73.52	152.87	73.52	226.39
Specials:	0.00	0.00	0.00	0.00	0.00
Total:	79.35	73.52	152.87	73.52	226.39
Paid:	79.35	73.52	152.87	0.00	152.87
Due:	0.00	0.00	0.00	73.52	73.52
Escrow:					0.00

MR LARRY LINDBERG

TUSCARAWAS COUNTY AUDITOR

Currently Viewing

Number: **25-00338-000** Address: **SE YORK DR** Owner: **JOHN W ELVIN** Legal: **W END 437**

Summary Tax Transfer History Payment History Land

Current Charges

	Prior	1st Half	Sub-Total	2nd Half	Total
REAL PROPERTY 2012	0.00	0.00	0.00	73.52	73.52
TAXES	72.14	73.52	145.66	73.52	219.18
PENALTY	7.21	0.00	7.21	0.00	7.21
INTEREST	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT	0.00	0.00	0.00	0.00	0.00
PAID	79.35	73.52	152.87	0.00	152.87
SURPLUS	0.00	0.00	0.00	0.00	0.00

Charge Totals

	Prior	1st Half	Sub-Total	2nd Half	Total
TAXES	0.00	0.00	0.00	73.52	73.52
SPECIALS	0.00	0.00	0.00	0.00	0.00
REFUNDS	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	73.52	73.52

MR LARRY LINDBERG

TUSCARAWAS COUNTY AUDITOR

Currently Viewing

Number:	25-00338-000	Address:	SE YORK DR	Owner:	JOHN W ELVIN	Legal:	W END 437
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[Summary](#) [Tax](#) [Transfer History](#) [Payment History](#) [Land](#)

Type	Units/Depth FR	Acreage/Depth FR	SQ. FT/Depth B
FR FRONT LOT		84	75



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 55407

(612) 371-1111

Authorized Officer or Agent

OIT Form 4306
ATA Committed by Title Insurance Co

By



President

Attest

Secretary

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE A

1. **Effective date:** February 5, 2012 at 7:59 a.m. **File No.** ELVIJO #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 interest in the land is at the Effective Date vested in:**
John W. Elvin, at the time of his decease, Vol. 1300, Page 2338, Vol. 647, Page 466, Tuscarawas County Records
5. **The land referred to in this Commitment is described as follows:**
See description attached hereto at Schedule C

Issuing Agent: Jonathan C. Mizer
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. Executor's Deed from Cassandra Elvin, Executrix of the Estate of John W. Elvin, vesting title in (to be determined);
 - b. Payment of Taxes for the last half of 2012;
 - c. Owner's Title Affidavit executed by Seller.

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. Any claim which arises out of the transaction creating the interest insured by this Policy by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law.
8. The following exception will appear in any loan policy to be issued pursuant to this agreement: 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.
9. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exceptions.
10. The Tuscarawas County Auditor's 2012 General Tax Duplicate for **Parcel #25-00337.000** shows:

Taxes for the first half of the year 2012 in the amount of \$317.60, including a Homestead Exemption of \$169.03, and including a special assessment of \$6.00 are paid. Taxes for the second half of the year 2012 in the amount of \$317.60, including a Homestead Exemption of \$169.03, and including a special assessment of \$6.00, are not yet due. Taxes for the year 2013 are a lien not yet determined.

The Tuscarawas County Auditor's 2012 General Tax Duplicate for **Parcel #25-00338.000** shows:

Taxes for the first half of the year 2012 in the amount of \$73.52 are paid. Taxes for the second half of the year 2012 in the amount of \$73.52 are not yet due. Taxes for the year 2013 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.

11. Pending the administration of the estate of John W. Elvin,, deceased, Tuscarawas County Probate Case No. 2012 ES 57015 , in which the will of was admitted to Probate on December 12, 2012, and in which Cassandra Elvin has been appointed Fiduciary/Executor.
12. Plat of Valley View Subdivision dated February 17, 1958, and recorded March 11, 1958 at 11:45 a.m. in Volume 12, Page 15, Tuscarawas County Plat Records.
13. Subject to conditions and restrictions in deed from Richard L. Metzger and Phyllis Metzger, husband and wife, to John W. Elvin and Jane E. Elvin dated April 16, 1958, and recorded April 28, 1958 at 2:18 p.m. in Volume 381, Page 367 of the Tuscarawas County Deed Records.
14. Easement from Richard L. Metzger and Phyllis Metzger, husband and wife, to Ohio Power Company dated July 24, 1958, and recorded November 1958 at 10:00 a.m. in Volume 386, Page 203 of the Tuscarawas County Deed Records.
15. Right of way from Richard L. Metzger and Phyllis Metzger, husband and wife, to Superior Oil Company dated September 19, 1966, and recorded September 24, 1966 at 9:02 a.m. in Volume 449, Page 388 of the Tuscarawas County Deed Records.
16. Right of way from Richard L. Metzger and Phyllis Metzger, husband and wife, to W. A Fagan dated October 19, 1966, and recorded October 19, 1966 at 1:07 p.m. in Volume 449, Page 979 of the Tuscarawas County Deed Records.
17. Subject to conditions and restrictions in deed from Richard L. Metzger and Phyllis Metzger, husband and wife, to John W. Elvin and Jane E. Elvin dated March 25, 1969, and recorded April 12, 1969 at 9:07 a.m. in Volume 467, Page 563 of the Tuscarawas County Deed Records.
18. Subject to conditions and restrictions in deed from Richard L. Metzger and Phyllis Metzger dated July 13, 1961, and recorded July 14, 1961 at 3:35 p.m. in Volume 407, Page 191 of the Tuscarawas County Deed Records.
19. Oil and gas lease from Benjamin A. Kohr, widower, to F. B. Walton dated February 16, 1943, and recorded February 24, 1943 at 12:40 p.m. in Volume 40, Page 115 of the Tuscarawas County Lease Records.
NOTE: No examination has been made of the estate created under this instrument.
20. Oil and gas lease from Doyle M. Baker and Gladys V. Baker, husband and wife, to John J. Bell dated February 4, 1953, and recorded February 14, 1953 at 11:02 a.m. in Volume 51, Page 321 of the Tuscarawas County Deed Records.
NOTE: No examination has been made of the estate created under this instrument.
21. Oil and gas lease from Ronald L. Metzger and Phyllis Metzger, husband and wife, to W.A.Fagan dated September 10, 1966, and recorded September 24, 1966 at 9:01 a.m. in Volume 70, Page 92 of the Tuscarawas County Lease Records.
NOTE: No examination has been made of the estate created under this instrument.
22. 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.
23. 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.
24. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
25. Items #1, #2, #4 and #5 will be deleted from the final owner's and loan policies upon receipt of an appropriate executed affidavit. Item #3 will be deleted from the final loan policy upon receipt of an acceptable mortgage location survey and payment of the standard fee.

END OF SCHEDULE B

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

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

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

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE C - LEGAL DESCRIPTION

Situated in the County of Tuscarawas in the State of Ohio and in the Township of Goshen:

TRACT I

Being Lot Numbered 438 in Valley View Subdivision as recorded in Plat Records Volume 12, Page 15 of Tuscarawas County Recorder's Office.

Subject, however, to all legal highways, and to the conditions and restrictions hereinafter contained.

As part of the consideration for this conveyance and in consideration of the incorporation of like covenants, varying only as to the distance such residence may be placed from the street, in any and all conveyance of other lots in Allotment I of Valley View Subdivision, the Grantees for themselves, their executors, administrators, and assigns, covenant and agree to and with the said Grantor, his heirs, executors, administrators or successors and assigns, for the use and benefit of said Grantor, his heirs, executors, administrators, or successors and assigns, and of every other person who shall or may become the owner of, or have any title derived immediately or remotely from, through or under said Grantor, his heirs, executors, administrators or successors and assigns, to any other lots in Allotment I of Valley View Subdivision as follows:

1. Said premises shall be used exclusively for residential purposes.
2. No part of any dwelling house, exclusive of open porches, shall be erected, placed or suffered to remain within 30 feet of any street, drive, or avenue on premises facing such street, drive, or avenue; no part of any dwelling house, garage or other outbuildings shall be erected, placed or suffered to remain on such premises within five feet of the lot line on the sides or rear of such premises.
3. No garage or other outbuildings shall be erected, placed or suffered to remain on such premises within the distance the dwelling house may be placed from the drive, street or avenue on which the same faces.
4. Said premises shall not be used in any way which may endanger the health or unreasonably disturb the quiet of any occupant of adjacent or neighboring premises.
5. The applicable restrictive covenants above set forth shall be imposed and set forth in all deeds for the conveyance of land and lots in the premises mentioned in these covenants and restrictions for the benefit of the several Grantees, their heirs and assigns and such restrictive covenants shall run with the land and shall be binding for a period of 35 years from the 14th day of April, 1958.

Subject to a certain oil and gas lease from Doyle M. Baker et al to John J. Bell, dated February 4, 1953, recorded in Vol. 51, Page 321, Tuscarawas County Lease Records, as modified by instruments dated November 24, 1953, recorded in Vol. 12, Page 101 and page 102, Release Records of said County.

TRACT II

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

Being Lot No. 437 in Valley View Subdivision as recorded in Plat Records Volume 12, Page 15, Tuscarawas County Recorder's Office.

Said premises are subject to the same terms and conditions and restrictions as set forth in the Plat of Valley View Subdivision, Plat Record Volume 12, Page 15 County Recorder's Office and Deed of record Volume 407, Page 191, Deed Records, and said conditions and

restrictions are made a part hereof the same as if fully rewritten here.

EXCEPTING THE FOLLOWING DESCRIBED PREMISES:

Being a part of Lot No. 437 in Valley View Subdivision as recorded in Plat Records of Volume 12, Page 15 of Tuscarawas County Recorder's Office.

Beginning at the Northeast corner of the above mentioned Lot No. 437; thence with the East line of said Lot No. 437, South 3 deg. 09 min. West, 75.05 feet to the Southeast corner of said Lot; thence with the South line of said Lot No. 437, North 84 deg. 45 min. West, 82.75 feet to an iron pin; thence leaving the South line of said Lot No. 437, North 4 deg. 12 min. East, 75.02 feet to an iron pin on the North line of said Lot No. 437; thence with the North line of said Lot, South 84 deg. 45 min. East, 81.37 feet to the place of beginning.

The above description prepared by T. Dean Davidson, Registered Surveyor No. 4776.

Being the same premises conveyed to Russell J. Lawrence and Virginia Lawrence by deed recorded in Volume 468, Page 457, Tuscarawas County Deed Records.

WARRANTY DEED

Vol. 381 Page 367

TUTTLEBAC Notary Public for Ohio
Notary Seal No. 104200
Expiring Date Nov 2017

07688

Know all Men by these Presents

That Richard L. Metzger, Married

of the City of New Philadelphia County of Tuscarawas
and State of Ohio Grantor in consideration of the sum of
One Dollar and other valuable considerations
to him paid by

John W. and Jane E. Elvin, husband and wife

of the City of Uhrichsville County of Tuscarawas
and State of Ohio Grantee, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to the said
Grantee

John W. and Jane E. Elvin

their heirs and assigns forever, the

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

Being Lot Numbered 438 in Valley View Subdivision as recorded in Plat Records
Volume 12, Page 15 of Tuscarawas County Recorder's Office.

Subject, however, to all legal highways, and to the conditions and restric-
tions hereinafter contained.

As part of the consideration for this conveyance and in consideration of the
incorporation of like covenants, varying only as to the distance such residences
may be placed from the street, in any and all conveyances of other lots in
Allotment I of Valley View Subdivision, the Grantees for themselves, their executors,
administrators, and assigns, covenant and agree to and with the said Grantor, his
heirs, executors, administrators or successors and assigns, for the use and benefit
of said Grantor, his heirs, executors, administrators, or successors and assigns,
and of every other person who shall or may become the owner of, or have any title
derived immediately or remotely from, through or under said Grantor, his heirs,
executors, administrators, or successors and assigns, to any other lots in Allot-
ment I of Valley View Subdivision, as follows:

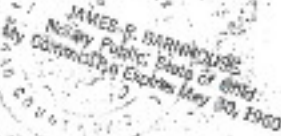
- (1) Said premises shall be used exclusively for residential purposes.
- (2) No part of any dwelling house, exclusive of open porches, shall be erected, placed or suffered to remain within 30 feet of any street, drive, or avenue on premises facing such street, drive, or avenue; no part of any dwelling house, garage or other outbuildings shall be erected, placed or suffered to remain on such premises within five feet of the lot line on the sides or rear of such premises.
- (3) No garage or other outbuildings shall be erected, placed or suffered to remain on such premises within the distance the dwelling house may be placed from the drive, street or avenue on which the same faces.

The State of OHIO
TUSCARAWAS County } SS.
VOL 381 PAGE 369

Be it Remembered That on this 16th day
of April A.D. 1958 before me, the subscriber,
a Notary Public in and for said county, personally came the
above named Richard L. Metzger, and Phyllis Metzger, wife of Richard L. Metzger

the Grantor
in the foregoing deed, and acknowledged the signing of the same to be their
voluntary act and deed, for the uses and purposes therein mentioned.

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



James P. Barnhouse
Notary Public

This instrument prepared by Sani and Barnhouse, Atys. JPS

07671
Warranty Deed

Richard L. Metzger, Married

W
Walter H. Metzger

TRANSFERRED

APR 23 1958
DONALD H. KINGSLEY
COUNTY CLERK
Tuscarawas, Ohio

COUNTY OF TUSCARAWAS SS

RECEIVED FOR RECORD ON THE
APR 28 1958

at 2:15 P.M.
and RECORDED MAY 2 1958 in

Deed Book Page
Robert H. Moore

RECORDERS FEE \$ 2.00

SANI & BARNHOUSE
ATTORNEYS AT LAW
MARK BUILDING
NEW PHILADELPHIA, OHIO

WARRANTY DEED

TITLE AND RECORD DEPT OFFICE
Tuscarawas County, Ohio
Recorder Ohio 104-571

Know all Men by these Presents

That Richard L. Metzger, Married
of the City of New Philadelphia County of Tuscarawas
and State of Ohio Grantor in consideration of the sum of
One Dollar and other valuable considerations
to him paid by
Walter H. Metzger
of the Township of Cochar County of Tuscarawas

114377
386
204

REC. OF EXAMINER 114377
Mr. Richard L. Metzger, Esq. No. 12, 1/2 W. Map No. 367.
250 FAIR AVE., NW
NEW PHILADELPHIA, OHIO
W. O. No. 600/3087-4018-1

Record of OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which Richard L. Metzger and Phyllis Metzger

hereby grant, and convey, unto said OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, arches, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of wires to said poles, with services and extensions therefrom, on and over our lands situate in the Township of

Goshawk, County of TARRANTIA, and State of Ohio, and being a part of Section No. 16, Township No. 8, Range No. 2

On the North by lands of 11600 Fully Enclosed as Lot 14
On the East by lands of 436-437-438-439-440-441-442-443-444-
On the South by lands of 445-446-447-448-449-450-451-452-453-454-
On the West by lands of Subdivision

with the right of ingress and egress to and from and over said premises.

Together with the right to cut, trim and/or otherwise control any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the above unto said OHIO POWER COMPANY, its successors and assigns. It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and conditions.

WITNESS the following signatures and seals, this 24th day of July, 1957

WITNESS: [Signatures of Richard L. Metzger and Phyllis Metzger]

Interferes with the construction and use of said electric power line

THE STATE OF OHIO, Tarrantia County
Before me, a Notary Public
in and for said County, personally appeared the above named Richard L. Metzger and Phyllis Metzger who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 24th day of July, A. D. 1957.

My commission expires May 17, 1959. Russell E. Nisley, Notary Public, Tachyady
This instrument was prepared by R.F. Gow, Ohio Power Co.

RIGHT OF WAY AGREEMENT

VOL 449 PAGE 358

2109

In consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged and the further consideration of \$1.00 per lineal rod for each rod of pipe laid on the premises herein described, to be paid when said pipeline is laid, Richard L. Metzger and Phyllis Metzger, husband and wife, Grantors, do hereby grant unto Superior Oil Company, 124 North Walnut Street, Mt. Gilead, Ohio, Grantee, a right of way and easement to lay, maintain, operate and remove a pipeline with drips, valves and other necessary appurtenances thereto upon, over, through and across the following lands situated in Lot 7, Goshen Township, Tuscarawas County, State of Ohio, bounded as follows:

On the north by lands of H. G. Holderbaum;

On the east by lands of County Road #24;

On the south by lands of Doris M. Cox and H. J. Blair;

On the west by lands of Robert Welling.

Said pipeline and appurtenances shall be laid upon, over and across said above described premises and shall be located within twenty feet of the south boundary line of grantors' lands as above described and then curving gradually northeast to a point where it will connect with the gathering line of the East Ohio Gas Company. The grantors shall have the final decision as to the exact route of said pipeline and the location thereof.

This easement and all the rights herein granted are personal to the grantee and the same may not be sold, assigned, conveyed or sublet or licensed to any other person, firm or corporation or successor without the express written consent of the grantors.

The Grantors may fully use and enjoy the surface of said premises over the above described line except for the purposes herein granted to the grantee who hereby agrees to pay any damages which might arise to crops, buildings, drain tile and fences from the exercise of any of the rights herein granted to it; said damages if not mutually agreed upon to be ascertained and determined by

three disinterested appraisers, one thereof to be appointed by the Grantors, one by the Grantee and the third by the two so appointed and the award of such three appraisers shall be final and conclusive.

As a further consideration for the grant of the easement and all the rights herein set forth the grantee does further promise and agree to drill one five thousand foot well upon the premises of the grantors as above described at a point and location to be determined by the grantors, for the production of oil and gas.

Said well shall be commenced within ninety days hereafter ^{and shall} be pursued diligently in accordance with the further terms and conditions set forth in a certain oil and gas lease executed coincident herewith.

In the event that the above described oil and gas well shall upon completion thereof be determined to be a dry hole then as further consideration for the easements and rights herein granted the grantee does further promise and agree to give, grant, assign and convey to said Grantors a 1/32nd working interest in the next successful producing oil and gas well drilled by the grantee, free of charge, in Tuscarawas County, Ohio.

Grantors further promise and agree in consideration for the promise and agreements and performance of the Grantee as herein set forth to give and grant an easement for drilling said well and servicing the same upon, over and across said premises from County Road 24 to said well contemplated to be drilled. Said right of way shall be determined and located by the grantors. Said right of way shall be used no more than absolutely necessary for the construction and operation of said well and the servicing thereof.

In the event that said well dug as herein contemplated is a producing well grantors do promise and agree to grant an easement for the laying of a feeder line from said well to the main line herein described which is to be constructed within twenty feet of the south boundary line of the grantors' lands so that the product of said well may be connected to said main line. The route of said line from said well shall be determined and located by the grantors.

NO. 449 PAGE 380

All pipelines constructed and established on the premises of the grantors shall be properly and safely buried thirty inches and sealed in accordance with the best and accustomed trade practices.

Before the grantee or its agents and employees shall come in and upon the premises of the grantors for the digging of said well or the doing and undertaking of any work contemplated by the within grant the said grantee shall cause to be delivered to the grantors a certificate executed by the insurance company providing insurance service for the grantees certifying to the grantor as to to comprehensive liability coverage in force and effect, which insurance coverage shall be in the amount of at least \$100,000.00 for liability and property damage. All payments provided for hereunder may be paid to the grantors by check made payable to the order of and mailed or delivered to Richard L. and Phyllis Metzger, ^{are} who/authorized to receive and receipt for the same.

It is further promised and agreed that in the event no well is commenced on the premises of the grantors for oil and gas producing purposes within ninety days hereafter then this agreement by and between the parties shall be cancelled and terminated and all rights herein granted shall be set at naught as if this agreement had not been made.

This agreement contains and expresses all the agreements, understandings and obligations of the parties and no matters not expressed herein shall be imposed upon the grantors or the grantee. Any modifications or alterations of this agreement shall be in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto set their hands to an original and one copy hereof both of which shall be considered as originals this 19th day of September, 1966.

WITNESSES:

Kurt Boett
Thomas Liberty

Richard L. Metzger
Richard L. Metzger
Phyllis Metzger
Phyllis Metzger

INGERSOLL
LAW
FIRM
C/O, 808

Vol 449 #42-331

WITNESSES:
Ruth Booth
Wm. Schott

SUPERIOR OIL COMPANY
BY: W. A. Fagan

STATE OF OHIO
TUSCARAWAS COUNTY, SS:

Before me a notary public in and for said County and State personally appeared the above named Richard L. Metzger and Phyllis Metzger, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of September, 1966.



Ruth G. Booth
NOTARY PUBLIC
RUSH G. BOOTH, Notary Public
My Commission Expires Mar. 25, 1971

STATE OF OHIO
COUNTY OF

Before me a notary public in and for said County and State personally appeared the above named Superior Oil Company by W. A. Fagan its owner who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 19th day of September, 1966.



Ruth G. Booth
NOTARY PUBLIC
RUSH G. BOOTH, Notary Public
My Commission Expires Mar. 25, 1971

* Said easement to be used no more than necessary to install said line and to repair and service the same.

NO TRANSFER NECESSARY
Donald B. Kinney
REGISTRY AUDITOR

RECEIVED FOR RECORD
THEODORE M. UNDERWOOD, County Recorder
SEP 24 1966 9:02 AM
Recorded 249-244 of 1966
Vol 249 Page 244 of 1966
Records of Tuscarawas County, Ohio
(4)

d by:
C
P
V
M

40

RIGHT OF WAY EASEMENT

VOL 449 PAGE 979

for

24591

GAS MEASUREMENT STATION SITE

THIS EASEMENT AGREEMENT made and entered into this 19th day of October, 1966, by and between Richard L. Metzger and Phyllis Metzger, husband and wife, and W. A. Fagan of Mt. Gilead, Ohio.

WITNESSETH: That for and in consideration of ONE DOLLAR (\$1.00) and other agreed mutual benefits each unto the other agrees.

BY THESE PRESENTS the undersigned Richard L. Metzger and Phyllis Metzger, husband and wife, do grant and convey unto W. A. Fagan, 124 N. Walnut St., Mt. Gilead, Ohio, a gas measurement station site, said site to be located at the Eastward end of the three inch (3") gas line now being constructed along the South property line on the Metzger land in Lot # 7, Goshen Township, Tuscarawas County, state of Ohio, which is bounded on the East by County Highway # 24, also known as Old Town Road.

This station site is to be enclosed by an all steel structure which will be installed by the East Ohio Gas Company and for the purpose of maintaining the gas measurement instruments, frequent ingress and regress to the site will be necessary.

WITNESS the following signatures and seals:

WITNESSETH:

George E. Harding

Richard L. Metzger
Richard L. Metzger, Grantor

Blair Jeanne Johnson

Phyllis Metzger
Phyllis Metzger

24591

NO TRANSFER RECORDS

Donall B. Kinsey

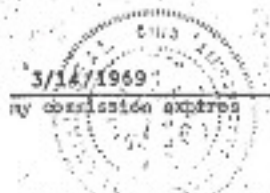
RECEIVED FOR RECORD
SHIRLEY M. LINDSEY, County Recorder
OCT 19 1966 107 AM
Recorded Oct 19 1966
Vol. _____ of the
Records of the
Tuscarawas County, Ohio

STATE OF Ohio
COUNTY OF Tuscarawas COUNTY SEALER

On this 19th day of October, 1966, before me personally appeared

Richard L. Metzger and Phyllis Metzger

known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.



Blair Jeanne Johnson
NOTARY PUBLIC Blair Jeanne Johnson

THIS INSTRUMENT PREPARED BY Superior Oil

Know all Men by these Presents

THAT We, Richard L. Metzger and Phyllis Metzger, husband and wife
 , the Grantors
 who claim title by or through instrument, recorded in Volume , Page
 Tuscarawas County Recorder's Office, for the divers good causes and considerations
 hereunto moving, and especially for the sum of Ten - - - - - Dollars (\$10.00)
 received to our full satisfaction of John W. Elvin and Jane E. Elvin, husband and
 wife , the Grantees,
 whose TAX MAILING ADDRESS will be R. D. #3, New Philadelphia, Ohio
 do

GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Grantees, their heirs and
 assigns, and to the survivor of them, his or her separate heirs and assigns, the following
 described premises, situated in the Township of Goshen, County of
 Tuscarawas and State of Ohio:

Being Lot No. 437 in Valley View Subdivision as recorded in Plat Records of
 Volume 12, Page 15, of Tuscarawas County Recorder's Office.

Said premises are subject to the same terms and conditions and restrictions as
 set forth in the plat of Valley View Subdivision, Plat Record Vol. 12, Page 15
 County Recorder's Office and Deed of record Vol. 407, Page 191, Deed Records,
 and said conditions and restrictions are made a part hereof the same as if fully
 rewritten here.

"Deed checked for tract
 description only"
 4-12-69
 ED F. GASSER
 Tuscarawas Co. Engineer
 Deputy

TRANSFERRED
 TRANSFER FEE 25
 CONVEYANCE EXAMINED.
 SEC. 319-202 & C. COMPLIED WITH
 AMT. 3.20

APR 12 1969

DONALD R. KINSEY
 TUSCARAWAS COUNTY AUDITOR
 No. 72540

be the same more or less, but subject to all legal highways.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantees, their heirs and assigns, and to the survivor of them, his or her separate heirs and assigns.

And the said Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantees, their heirs and assigns and to the survivor of them, his or her separate heirs and assigns, that said Grantors are the true and lawful owners of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances whatsoever excepting taxes and assessments, restrictions and conditions of record and zoning ordinances and further, that said Grantors will warrant and defend the same against all claims of all persons whatsoever, except as above stated. Except as to installments of taxes and assessments coming due and payable Dec. 20, 1969 and thereafter which Grantees assume and agree to pay; Grantors to pay those due Dec. 20, 1968 and June 20, 1969.

And for valuable consideration Richard L. Metzger and Phyllis Metzger do hereby remise, release and forever quit-claim unto said Grantees jointly, their heirs and assigns, all their right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF we have hereunto set our hands, the 25th day of March, in the year of our Lord one thousand nine hundred and sixty-nine

Signed and acknowledged in presence of
Oliver Gibson
Scott Harrison

Richard L. Metzger
Richard L. Metzger
Phyllis Metzger
Phyllis Metzger

STATE OF OHIO }
Tuscarawas County } ss. Before me, a Notary Public
in and for said County and State, personally appeared the above named Richard L. Metzger and Phyllis Metzger, husband and wife who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Uhrichsville, Ohio this 25th day of March, A.D. 1969.

This instrument prepared by: *Oliver Gibson*
Scott Harrison, Attorney at Law
Uhrichsville, Ohio
Notary Public
OLIVER GIBSON NOTARY PUBLIC
TUSCARAWAS COUNTY, OHIO. MY COMMISSION EXPIRES FEB. 7, 1974

403307
Marilyn Reed

From
Richard L. Metzger
Phyllis Metzger
To
John H. Elwin
June E. Elwin
transferred _____ 19
County Auditor

State of Ohio
County of Tuscarawas ss
Received for record on the
day of APR 12 1969 19
at _____ o'clock _____ M.
of Records APR 12 1969 in
Book _____ Page _____
Recorder
Recorder's Fee \$ 2.00

25587 Know All Men By These Presents.

That, We, Richard L. Metzger and Phyllis Metzger, Husband and wife,

the Grantors, who claim title by or through instrument recorded in Volume Page County Recorder's Office, for the consideration of one dollar (\$1.00) and other valuable consideration received to our full satisfaction of James W. Arthurs and Carole W. Arthurs

the Grantees, whose TAX MAILING ADDRESS will be R. D. #3, New Philadelphia, Ohio

Give, Grant, Bargain, Sell and Convey unto the said Grantees, their heirs and assigns, the following described premises, situated in the Township of Coshen, County of Tuscarawas and State of Ohio:

Being Lot No. 441 in Valley View Sub-Division as recorded in Plat Records Vol. 12, Page 15, of Tuscarawas County Recorder's Office.

Subject, however, to all legal highways, and to the conditions and restrictions hereinafter contained.

As part of the consideration for this conveyance and in consideration of the incorporation of like covenants, varying only as to the distance such residences may be placed from the street, in any and all conveyances of other lots in Allegment I of Valley View Subdivision, the Grantees, themselves, their executors, administrators, and assigns, covenant and agree to and with the said Grantors, their heirs, executors, administrators or successors and assigns, for the use and benefit of said Grantors, their heirs, executors, administrators, or successors and assigns, and of every other person who shall or may become the owner of, or have any title derived immediately or remotely from, through or under said Grantors, their heirs, executors, administrators or successors and assigns, to any other lots in Allegment I of Valley View Subdivision, as follows:

- (1) Said premises shall be used exclusively for residential purposes; no house trailer, whether attached to a permanent foundation or on wheels, shall be placed or suffered to remain on such premises.
- (2) No part of any dwelling house, exclusive of open porches, shall be erected, placed or suffered to remain within 30 feet of any street, drive, or avenue on premises facing such street, drive or avenue; no part of any dwelling house, garage or other outbuildings shall be erected, placed or suffered to remain on such premises within five (5) feet of the lot line on the sides or rear of such premises.
- (3) No garage or other outbuildings shall be erected, placed or suffered to remain on such premises within the distance the dwelling house may be placed from the drive, street, or avenue on which the same faces.
- (4) Said premises shall not be used in any way which may endanger the health or unreasonably disturb the quiet of any occupant of adjacent or neighboring premises.
- (5) The applicable restrictive covenants above set forth shall be imposed and set forth in all deeds for the conveyance of lands and lots in the premises mentioned in these covenants and restrictive covenants shall run with the land and shall be binding for a period of 35 years from the 15th day of April, 1958.



"Deed checked for that description only"
CHARLES R. YOUNG
Tuscarawas Co. Notary
Notary



be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever.

And the said Grantors, do for themselves and their heirs, executors and administrators, covenant with the said Grantees, their heirs and assigns, that at and until the enrolling of these presents, they are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever except said conveyance is subject to a certain Oil and Gas Lease from Doyle M. Baker et.al. to John J. Bell dated Feb. 4, 1953 recorded in Vol. 51, Page 321, Tuscarawas County Lease Records, as modified by instruments dated Nov. 24, 1953, recorded in Vol. 12, Page 101 & 102 and that will warrant and defend said premises, with the appurtenances thereto belonging, to the said Grantees their heirs and assigns, against all lawful claims and demands whatsoever

Release Records of said County and taxes due and payable in June, 1962, and thereafter which Grantees agree and assume to pay.

And for valuable consideration Richard L. Metzger and Phyllis Metzger do hereby remise, release and forever quit-claims unto the said Grantees, their heirs and assigns, all their right and expectancy of Easement in the above described premises.

In Witness Whereof, we have hereunto set our hand & the 13th day of July, in the year of our Lord one thousand nine hundred and sixty-one (1961)

Signed and acknowledged in presence of
Osa B. Dingman
Randy Mills

Richard L. Metzger
Richard L. Metzger
Phyllis Metzger
Phyllis Metzger

State of Ohio,) ss. Before me, a Notary Public
Tuscarawas County,) in and for said County and State, personally appeared
the above named Richard L. Metzger and Phyllis Metzger

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

In Testimony Whereof I have hereunto set my hand and official seal, at New Philadelphia, Ohio
13th day of July A. D. 19 61
Osa B. Dingman
Notary Public

This instrument prepared by DONALD W. ZIMMERMAN, ATTORNEY AT LAW
NEW PHILADELPHIA, OHIO

Warranty Firm
25592

CLARA RICE
FO
SETH C. HOOTMAN
430 W. Canal Street
Newcomerstown, Ohio

Donald W. Zimmerman
Notary Public
STATE OF OHIO
Tuscarawas

RECEIVED FOR RECORD ON THE
JUL 14 1961
at 3:55 PM
RECORDED JUL 18 1961

Deed Book
Page
Receivers Fee \$ 2.00

NEWCOMERTOWN, OHIO

40/115

10186

Benjamin A. Kehr
to
F. S. Walton

OIL AND GAS LEASE

FOR RECORD OF
TRANSFER OF THIS
Lease
SEE RELEASE RECORD
VOL. 7 PAGE 23

THIS AGREEMENT, Made and entered into this 16th day of February, A. D. 1943, by and between Benjamin A. Kehr, widower, of New Philadelphia, Ohio, hereinafter called the Lessor and F. S. Walton, of New Philadelphia, Ohio, called the Lessee,

WITNESSETH: That the said Lessor in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either, in and under the lands hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to possess, use and occupy so much of said premises as is necessary and convenient in removing the above named products therefrom by pipe lines or otherwise, for a term of Ten (10) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon, or so much longer thereafter as drilling or exploration is being conducted thereon, all of that certain tract of land situate in Lots No's. 7 & 14, Township of Goshen, County of Tuscarawas and State of Ohio, bounded substantially as follows:

On the North by the lands of Clyde Robinson
On the East by the lands of Chas. Fryal, Robert Shackelford, Jacob Maurer
On the South by the lands of Lewis Patterson
On the West by the lands of Charles Hawk
containing One Hundred & eight (108) acres, more or less, being all the land owned by Lessor in said Township. It being understood, however, that no well shall be drilled within 200 feet of the barn or dwelling on said premises without the consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows:
Lessee to deliver to the Lessor in tanks, tank trucks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises and to pay for the product of each gas well from the time and while gas is marketed off of the premises an annual rental of Two Hundred Dollars (\$200.00/100), payable quarterly.

Should casinghead gas be marketed from any oil well, however, the annual rental shall be twenty-five dollars (\$25.00) per year for the use of said casinghead gas.

Lessee to drill a well producing oil or gas in paying quantity on said premises before April 1st, 1943, or pay to Lessor Thirteen & 50/100 Dollars (\$13.50) each quarter year thereafter until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay the unearned portion of said rental shall be a credit on the gas well rental. If all the wells drilled under this agreement shall become exhausted and abandoned then Lessee shall resume the payment of the land rentals provided for herein and continue the same until a well producing oil or gas in paying quantities shall be drilled or this lease surrendered as provided herein.

Lessee to bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and to pay all damage to growing crops caused by operations under this lease.

*By Agreement Made by the above parties
Benjamin A. Kehr and F. S. Walton
2/16/43
SEE RELEASE RECORD
VOL. 7 PAGE 23*

The conditions of this lease have been complied with and the same is hereby acknowledged and discharged.
2/17
John G. Carr

Witness my hand and seal this 17th day of February, 1943.
Robert L. Moore, Notary Public
for Tuscarawas County, Ohio

VOL 10 PAGE 992

STATE OF Ohio On this 19th day of September A. D. 1966
 County of DeWitt before me, Notary Public in and for said County
 personally appeared the said Richard H. Metzger & Phyllis Metzger, husband & wife
 who acknowledged that they all sign and seal the foregoing instrument and that it is their free act and deed.
 WITNESS my hand and Notarial Seal seal, the day and year aforesaid.



Richard H. Metzger (Seal)
 Notary Public, Justice of the Peace.
 My Comm. Expires Mar. 15, 1971
 On this _____ day of _____ A. D. 19____
 before me, a _____ in and for said County
 personally appeared the said _____
 who acknowledged that _____ all sign and seal the foregoing instrument and that it is _____ free act and deed.
 WITNESS my hand and _____ seal, the day and year aforesaid.
 _____ (Seal)
 Notary Public, Justice of the Peace.

THIS AGREEMENT LIMITED TO:

- 1) The right to drill one well only, at a location agreed upon between Lessee & Lessor.
- 2) A second well may be drilled only at the mutual agreement of Lessee & Lessor.
- 3) The right of way for one pipe line (properly and safely buried 30" and sealed) in and across Lessee's land at a mutually agreed upon location (between Lessee & Lessor).
- 4) The right of way to drilling site on Lessee's land from County Road # 24 while drilling and then right of way along pipe line site for servicing pipeline with service trips made as infrequently as possible and only when absolutely necessary, i.e. leakage or from a safety point of view.

Propriet Superior Oil Co

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

Witness:

24108

24108

From _____ To _____

Oil, Gas and Storage Lease

For term of _____ years

LOCATED

SEP 24 1966

SEP 24 1966

Notary Public

Richard H. Metzger
 Notary Public, Justice of the Peace.
 My Comm. Expires _____

Propriet Superior Oil Co

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/>.



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: 389 York Dr SE New Philadelphia, OH

Buyer(s): _____

Seller(s): Elvin Estate

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

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) _____ and real estate brokerage _____ 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.

BUYER/TEENANT _____ DATE _____

BUYER/TEENANT _____ DATE _____

Elvin Estate 2/7/13
SELLER/LANDLORD _____ DATE _____

SELLER/LANDLORD _____ DATE _____

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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor'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) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

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

Lessee's Acknowledgment (Initial)

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

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

Agent's Acknowledgment (Initial)

(e) Agent has informed the lessor of the lessor'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.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

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