

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



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: 600 E. 7TH ST DAVENPORT, OH 44622

Buyer(s): _____

Seller(s): BETTY J. PAGE ESTATE

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____

The seller will be represented by _____, and _____

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage

represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Wallick Auctions and real estate brokerage: Priscilla Mathias Realty will

- be "dual agents" representing both parties to 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 interests. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

AGENT(S) _____ DATE _____

BUYER(S) _____ DATE _____

Betty J. Page
AGENT(S) _____ DATE _____

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

Property Address 600 E 7TH ST DOVER, OH 44622

Lead Warning Statement

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

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

- (c) Purchaser has received copies of all information listed above.
- (c) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
- (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

- (f) AW Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) 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.

<u>[Signature]</u>	_____	Date	Seller	_____	Date
Purchaser	_____	Date	Purchaser	_____	Date
<u>[Signature]</u>	_____	3/10/15	Agent	_____	Date



PROPERTY	CD	DESCRIPTION	AMOUNT
PROPERTY			

SITE CHARACTERISTICS

ADDITIONAL COMMENTS	ADJUSTED AMOUNT	MARKET VALUE
ADDITIONAL COMMENTS		

ADDITIONAL DATA

ADDITIONAL COMMENTS	ADJUSTED AMOUNT	MARKET VALUE
ADDITIONAL COMMENTS		

CONSTRUCTION DATA

CONSTRUCTION DATA	ADJUSTED AMOUNT	MARKET VALUE
CONSTRUCTION DATA		

PERMITS

PERMITS	ADJUSTED AMOUNT	MARKET VALUE
PERMITS		

ADDITIONAL DATA

ADDITIONAL COMMENTS	ADJUSTED AMOUNT	MARKET VALUE
ADDITIONAL COMMENTS		

ADDITIONAL DATA

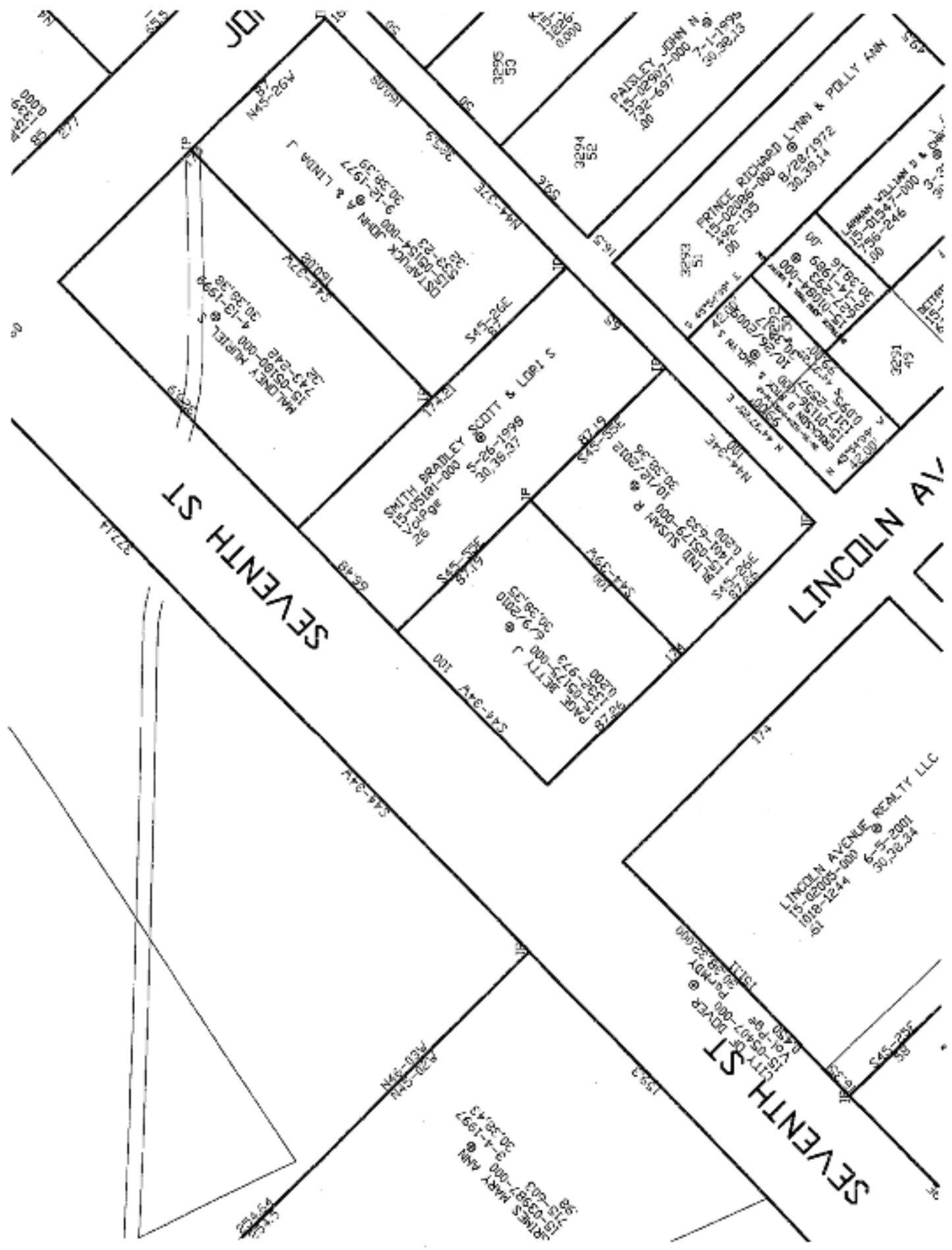
ADDITIONAL COMMENTS	ADJUSTED AMOUNT	MARKET VALUE
ADDITIONAL COMMENTS		

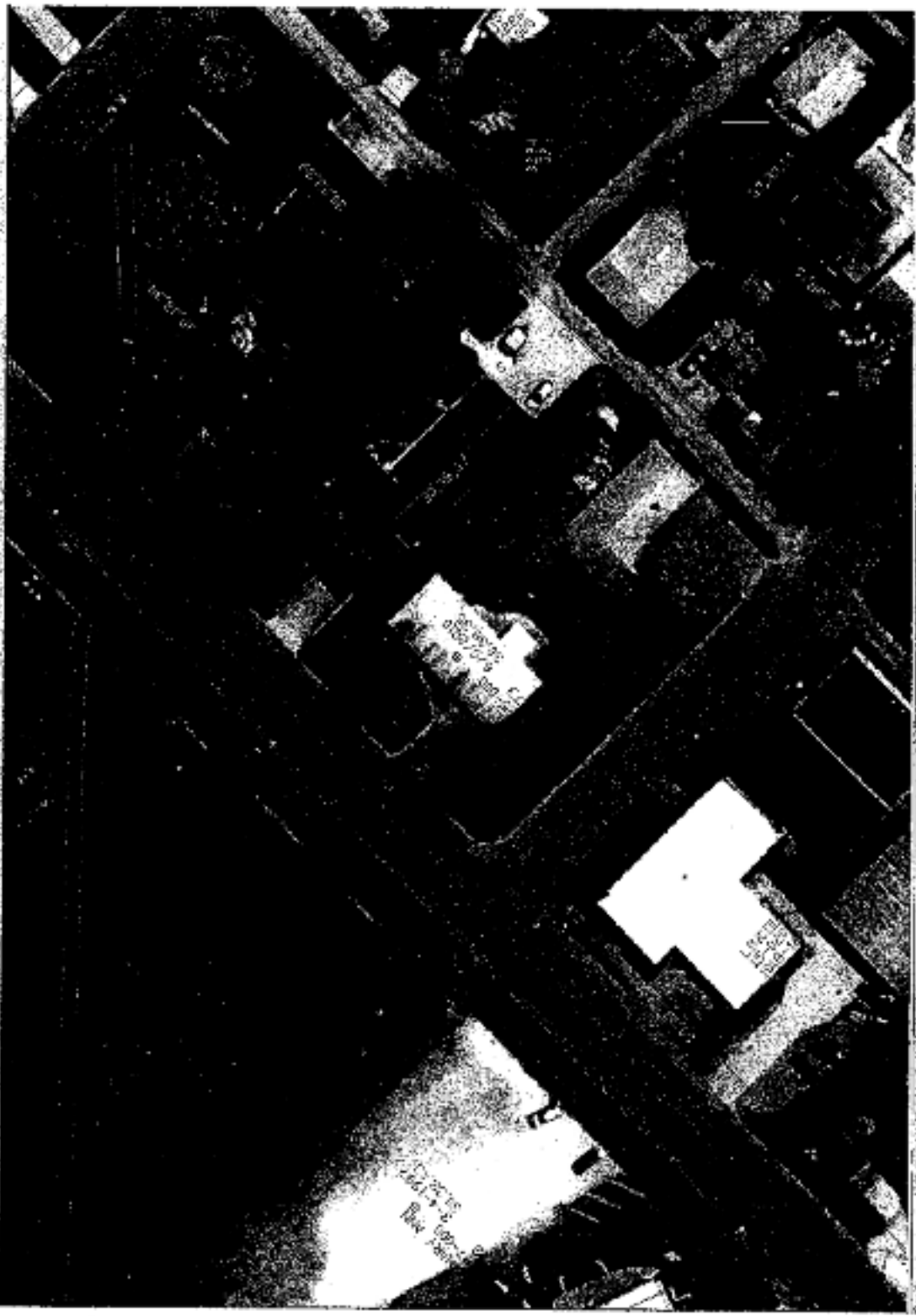
ADDITIONAL DATA

ADDITIONAL COMMENTS	ADJUSTED AMOUNT	MARKET VALUE
ADDITIONAL COMMENTS		

ADDITIONAL DATA

ADDITIONAL COMMENTS	ADJUSTED AMOUNT	MARKET VALUE
ADDITIONAL COMMENTS		







Commitment for Title Insurance

TUSCARAWAS COUNTY TITLE COMPANY LLC

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.

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

Note:

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/>.

Issued through the Office of:
TUSCARAWAS COUNTY TITLE COMPANY LLC
203 Fair Avenue N.E. - P. O. Box 548
New Philadelphia OH 44663
(330) 364-4450 tasctitle.com


Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A. Shank Company
400 Stewart Avenue South, Minneapolis, Minnesota
55407
(612) 374-1717

By
Attest



President
Secretary

SCHEDULE A

1. Effective Date: **March 18, 2013 at 8:00 a.m.** File Number: 00239738
2. Policy or policies to be issued: Amount
 - a. ALTA Owner's Policy 6-17-06 Policy Amount: \$ 0.00
Proposed Insured: To be determined
 - b. ALTA Loan Policy 6-17-06 Policy Amount \$ 0.00
Proposed Insured: its successor or assigns, as their interest may appear.
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:
Betty J. Page, by virtue of Quit Claim Deed recorded in Volume 1332, Page 973 and Volume 679, Page 201 of the Tuscarawas County Deed Records.
5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

SCHEDULE B - SECTION 1

Requirements:

1. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
2. Proper execution, delivery and recording of Fiduciary Deed executed by Bonnie L. Judy and Johnny A. Page, Co-Executors of the Estate of Betty Jane Page, in favor of To be determined.
3. Proper satisfaction and release of record of Medicaid claim against the Estate of John B. Page in favor of The Ohio Department of Job and Family Services in the amount of \$108,471.34 plus interest from May 8, 2012, filed August 13, 2012 @ 1:17 p.m. and recorded in Volume 1395, Page 852 of the Tuscarawas County Official Records.

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, 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 therefore 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 or 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 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 only on Schedule B exception to any final policy issued in this transaction: Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy. _____
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception. _____
9. No title examination of the U. S. District Court or Bankruptcy Court records.
10. Anything to the contrary notwithstanding, the Final Policy will not insure the quantity of land set forth in the legal description recited in Schedule A.
11. Real estate taxes for the first half year 2012 in the amount of \$660.47 per half (includes a Special Assessment in the amount of \$6.00 to the MWCD) are paid. Taxes are reduced by a Homestead Reduction in the amount of \$198.98 per half. Taxes for the second half year 2012 are determined but not yet due. Taxes for the year 2013 and thereafter are undetermined but a lien on said premises. Valuations: Land 8,300 Buildings 29,230 Total 37,530 Parcel No. 15-05175.000 Desc. 2-9-3 .200 Acres.
12. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000 and the title liability of the Company on account of the commitment shall not exceed said amount.
13. Restrictions recorded in Volume 524, Page 846 of the Tuscarawas County Deed Records.

14. Right of Way to the City of Dover recorded in Volume 224, Page 175 of the Tuscarawas County Deed Records.
15. Medicaid claim against the Estate of John E. Page in favor of The Ohio Department of Job and Family Services in the amount of \$108,471.34 plus interest from May 8, 2012, filed August 13, 2012 @ 1:17 p.m. and recorded in Volume 1395, Page 852 of the Tuscarawas County Official Records.

20100905190
 Filed for Record in
 TUSCARAWAS COUNTY, OH
 LORI L SMITH, RECORDER
 06-09-2010 At 08:46 am.
 UNIT CLAIM 28.00
 OR Volume 1332 Page 973 - 974

TRANSFERRED

TRANSFERRED
 CONVEYANCE DIVISION
 REC. 319 321 P.C. COMPLETED WITH

JUN - 9 2010

AMT.
 Larry Lindberg
 Tuscarawas County Auditor



COPY

QUIT CLAIM DEED
 (Statutory Form O.R.C. Section 5302.11)

John E. Page, a married man of Tuscarawas County, Ohio, for valuable consideration paid, grants to **Betty J. Page**, whose tax-mailing address is: 600 East 7th Street, Dover, Ohio 44622 the following **REAL PROPERTY**:

Situated in the City of Dover, County of Tuscarawas and State of Ohio:


Being a part of the Third Quarter of Township Nite (9), Range Two (2), and being a part of a 1.302 acre tract as conveyed to Harry G. and Barbara J. Peared by Warranty Deeds as recorded in Volume 524, Pages 846 and 848 of the Tuscarawas County Deed Records, and being more fully described as follows:

Beginning at an iron pin set on the east boundary line of Lincoln Avenue and the west property line of said 1.302 acre tract; said beginning point being the following three courses from the northeast corner of Lot 3296 in H.H. Crater's Addition to the City of Dover as recorded in Volume 8, Page 32 of the Tuscarawas County Plat Records; North 45°-26' West, 16.50 feet to an iron pin at the southeast corner of said 1.302 acre tract and on the north alley line of said H.H. Crater's Addition; thence along said north alley line and the south property line of said 1.302 acre tract South 44°-37'-25" West, 325.08 feet to an iron pin at the southwest corner of said 1.302 acre tract and on the east boundary line of said Lincoln Avenue; thence along the west line of said 1.302 acre tract and the east boundary of said Lincoln Avenue North 45°-55'-25" West, 87.26 feet to said point of beginning; thence continuing along said west property line and the east boundary line of said Lincoln Avenue North 45°-55'-25" West, 87.26 feet to an iron pin set at the northwest corner of said 1.302 acre tract and on the south boundary line of Seventh Street; thence along the south boundary line of said Seventh Street and the north property line of said 1.302 acre tract; North 44°-41'-50" East, 100.00 feet to an iron pin set; thence leaving the north property line of said 1.302 acre tract and the south boundary line of said Seventh Street South 45°-55'-25" East, 87.19 feet to an iron pin set; thence South 44°-39'-25" West, 100.00 feet to the true place of beginning, containing 0.200 of an acre.

Prepared by Donald R. Dummermuth, Registered Surveyor #5075.

The real property described herein, is conveyed subject to, any items listed above which are exempted from the general warranty covenants, along with the following items: all reservations, easements, leases, covenants, conditions, restrictions and out conveyances of record; all legal highways; zoning, building and other laws, ordinance and regulations; real estate taxes and assessments not yet due and payable; and discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which are not shown by the public records, but would be shown in a correct survey of premises.

Parcel No. #: 15-05175.000


John E. Page

STATE OF OHIO
TUSCARAWAS COUNTY, SS:

The foregoing instrument was acknowledged before me this 4th day of June, 2010, by
Johnny A. Page, Attorney-in-Fact for John E. Page.



KANDY K. CLOSE
Notary Public
My Commission Expires 10/21/2011


Notary Public

This instrument prepared by:
D. Brad Zimmerman
Attorney at Law

SCHEDULE A

1. Effective Date: March 18, 2013 at 8:00 a.m. File Number: 00239738
2. Policy or policies to be issued: Amount
 - a. ALTA Owner's Policy 6-17-06 Policy Amount: \$ 0.00
Proposed Insured: To be determined
 - b. ALTA Loan Policy 6-17-06 Policy Amount \$ 0.00
Proposed Insured: its successor or assigns, as their interest may appear.
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:
Betty J. Page, by virtue of Quit Claim Deed recorded in Volume 1332, Page 973 and Volume 679, Page 201 of the Tuscarawas County Deed Records.
5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

SCHEDULE B - SECTION I

Requirements:

1. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
2. Proper execution, delivery and recording of Fiduciary Deed executed by Bonnie L. Judy and Johnny A. Page, Co-Executors of the Estate of Betty Jane Page, in favor of To be determined.
3. Proper satisfaction and release of record of Medicaid claim against the Estate of John E. Page in favor of The Ohio Department of Job and Family Services in the amount of \$108,471.34 plus interest from May 8, 2012, filed August 13, 2012 @ 1:17 p.m. and recorded in Volume 1395, Page 852 of the Tuscatawas County Official Records.

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, 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 therefore 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 or 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 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 only on Schedule B exception to any final policy issued in this transaction: Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy. _____
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception. _____
9. No title examination of the U. S. District Court or Bankruptcy Court records.
10. Anything to the contrary notwithstanding, the Final Policy will not insure the quantity of land set forth in the legal description recited in Schedule A.
11. Real estate taxes for the first half year 2012 in the amount of \$660.47 per half (includes a Special Assessment in the amount of \$6.00 to the MWCD) are paid. **Taxes are reduced by a Homestead Reduction in the amount of \$198.98 per half.** Taxes for the second half year 2012 are determined but not yet due. Taxes for the year 2013 and thereafter are undetermined but a lien on said premises. Valuations: Land 8,300 Buildings 29,230 Total 57,530 Parcel No. 15-05175.000 Desa. 2-9-3 .200 Acres.
12. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000 and the title liability of the Company on account of the commitment shall not exceed said amount.
13. Restrictions recorded in Volume 524, Page 846 of the Tuscumbwa County Deed Records.

14. Right of Way to the City of Dover recorded in Volume 224, Page 175 of the Tuscarawas County Deed Records.
15. Medicaid claim against the Estate of John E. Page in favor of The Ohio Department of Job and Family Services in the amount of \$108,471.34 plus interest from May 8, 2012, filed August 13, 2012 @ 1:17 p.m. and recorded in Volume 1395, Page 852 of the Tuscarawas County Official Records.

TRANSFERRED

TRANSFERRED
CONVEYANCE EXAMINED
SEC. 311320 N.C. COMPLIANT WITH

JUN - 9 2010

AMT.
Harry Lindberg
Tuscarawas County Auditor20100905190
Filed for Record in
TUSCARAWAS COUNTY, OHIO
LORJ L SMITH, RECORDER
06-09-2010 At 08:46 am.
QUIT CLAIM 23.00
OR Volume 1332 Page 973 - 974

COPY

QUIT CLAIM DEED
(Statutory Form O.R.C. Section 5302.11)

John E. Page, a married man of Tuscarawas County, Ohio, for valuable consideration paid, grants to Betty J. Page, whose tax-mailing address is: 600 East 7th Street, Dover, Ohio 44622 the following **REAL PROPERTY**:

Situated in the City of Dover, County of Tuscarawas and State of Ohio:

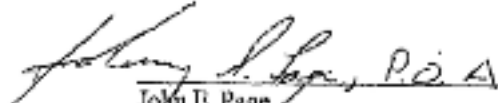
Being a part of the Third Quarter of Township Nine (9), Range Two (2), and being a part of a 1.302 acre tract as conveyed to Harry G. and Barbara J. Penrod by Warranty Deeds as recorded in Volume 524, Pages 846 and 848 of the Tuscarawas County Deed Records, and being more fully described as follows:

Beginning at an iron pin set on the east boundary line of Lincoln Avenue and the west property line of said 1.302 acre tract; said beginning point being the following three courses from the northeast corner of Lot 3296 in H.H. Crater's Addition to the City of Dover as recorded in Volume 8, Page 32 of the Tuscarawas County Plat Records; North 45°-26' West, 16.50 feet to an iron pin at the southeast corner of said 1.302 acre tract and on the north alley line of said H.H. Crater's Addition; thence along said north alley line and the south property line of said 1.302 acre tract South 44°-37'-25" West, 325.08 feet to an iron pin at the southwest corner of said 1.302 acre tract and on the east boundary line of said Lincoln Avenue; thence along the west line of said 1.302 acre tract and the east boundary of said Lincoln Avenue North 45°-55'-25" West, 87.26 feet to said point of beginning; thence continuing along said west property line and the east boundary line of said Lincoln Avenue North 45°-55'-25" West, 87.26 feet to an iron pin set at the northwest corner of said 1.302 acre tract and on the south boundary line of Seventh Street; thence along the south boundary line of said Seventh Street and the north property line of said 1.302 acre tract; North 44°-41'-50" East, 100.00 feet to an iron pin set; thence leaving the north property line of said 1.302 acre tract and the south boundary line of said Seventh Street South 45°-55'-25" East, 87.19 feet to an iron pin set; thence South 44°-39'-25" West, 100.00 feet to the true place of beginning, containing 0.200 of an acre.

Prepared by Donald R. Dummermuth, Registered Surveyor #5075.

The real property described herein, is conveyed subject to, any items listed above which are exempted from the general warranty covenants, along with the following items: all reservations, easements, leases, covenants, conditions, restrictions and out conveyances of record; all legal highways; zoning, building and other laws, ordinance and regulations; real estate taxes and assessments not yet due and payable; and discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which are not shown by the public records, but would be shown in a correct survey of premises.

Parcel No. #: 15-05175.000


John E. Page

STATE OF OHIO
TUSCARAWAS COUNTY, SS:

The foregoing instrument was acknowledged before me this 4th day of June, 2010, by
Johnny A. Page, Attorney-in-Fact for John E. Page.



KANDY K. GLOSE
Notary Public
My Commission Expires 10/21/2011


Notary Public

This instrument prepared by:
D. Brad Zimmerman
Attorney at Law

FILED 395 FILE 0852

201209011099
Filed for Record in
TUSCARAWAS COUNTY, OH
LORI L SMITH, RECORDER
08-13-2012 4: 02:17 pm.
AFFIDAVIT 25.00
OR Volume 1495 Page 852 - 853

**AFFIDAVIT RELATING TO TITLE
SECTION 5301.25.2**

State of Ohio
County of Tuscarawas, SS:

Now comes the State of Ohio, Ohio Department of Job and Family Services, through Special Counsel to the Ohio Attorney General, legal counsel for the Ohio Department of Job and Family Services, and after first being duly cautioned and sworn, states:

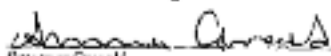
1. John E. Page, now deceased, date of death, April 10, 2012, was a Medicaid recipient at the time of his/her death, claim span 06/16/2010 through 02/01/2012.
2. There exists a Medicaid claim against the Estate of John E. Page in the sum of \$108,471.34, plus interest from May 8, 2012.
3. John E. Page, through April 10, 2012, was the 1/2 owner of certain real estate located in the State of Ohio, County of Tuscarawas, City of Dover, and further bounded and described in attached "Exhibit A".
4. Pursuant to Section 5111.21 Ohio Revised Code, the State of Ohio, Ohio Department of Job and Family Services has a right of recovery for Medicaid services paid for said recipient all as set forth in paragraphs 1 and 2 of this Affidavit.
5. No adjustment or recovery on said claim shall be made against the recipient's real estate described in paragraph 3 of this affidavit due to Betty Page, spouse of decedent, still residing on the premises; however, upon said individual no longer living on the premises described in paragraph 3 of this affidavit the State of Ohio, Ohio Department of Job and Family Services' claim for recipient, plus interest may represent a valid claim against the real estate described in attached "Exhibit A" of this affidavit.

Further the Affidavit with not.


 Judith E. Lancaster
 Special Counsel for the
 Ohio Attorney General,
 Legal Counsel for the
 State of Ohio, Ohio Department of
 Job and Family Services

Sworn to and subscribed in my presence this 2nd day of August, 2012.

This Instrument Prepared By:
 Judith E. Lancaster Attorney At Law
 118 Cleveland Ave. NW, Suite 310
 Canton, OH 44702 Phone (330) 454-1674


 Notary Public, State of Ohio
 My Commission Expires on 8/21/2017

WE1395 WE10853

Exhibit A- Legal Description

Situated in the City of Dover, County of Tuscarawas and State of Ohio:

Being a part of the Third Quarter of Township Nine (9), Range Two (2), and being a part of a 1.302 acre tract as conveyed to Harry G. and Barbara J. Peared by Warranty Deeds as recorded in Volume 524, Page 846 and 848 of the Tuscarawas County Deed Records, and being more fully described as follows:

Beginning at an iron pin set on the east boundary line of Lincoln Avenue and the west property line of said 1.302 acre tract; said beginning point being the following three courses from the northeast corner of Lot 3296 in H.H. Crater's Addition to the City of Dover as recorded in Volume 8, Page 32 of the Tuscarawas County Plat Records; North 45°-26' West, 16.50 feet to an iron pin at the southeast corner of said 1.302 acre tract and on the north alley line of said H.H. Crater's Addition; thence along said north alley line and the south property line of said 1.302 acre tract South 44°-37'-25" West, 325.08 feet to an iron pin at the southwest corner of said 1.302 acre tract; and on the east boundary line of said Lincoln Avenue North 45°-55'-25" West, 87.26 feet to said point of beginning; thence continuing along the west line and the east boundary line of said Lincoln Avenue North 45°-55'-25" West, 87.26 feet to an iron pin set at the northwest corner of said 1.302 acre tract on the south boundary line of Seventh Street; thence along the south boundary line of said Seventh Street and the north property line of said 1.302 acre tract; North 44°-41'-50" East, 100.00 feet to an iron pin set; thence leaving the north property line of said 1.302 acre tract and the south boundary line of said Seventh Street South 45°-55'-25" West, 100.00 feet to the true place of beginning, containing 0.200 of an acre.

Prepared by Donald R. Dummerth, Registered Surveyor #5075.

The real property described herein, is conveyed subject to, any items listed above which are exempted from the general warranty covenants, along with the following items: all reservations, easements, leases, covenants, conditions, restrictions and our conveyances of record; all legal highways, zoning, building and other laws, ordinances and regulations; real estate taxes and assessments not yet due and payable; and discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which are not shown by the public records but would be shown in a correct survey of premises.

Parcel No. #: 15-05175.000

Prior Instrument Reference: Volume 679, Page 201, Tuscarawas County Deed Records.

Property Address: 600 East 7th Street, Dover, Ohio 44622

20120051175
JUDITH LANGRISH
CALL

224/175

14076

GRANTY DEED

Edna E. Scott et al
to
Harvey Shall et al

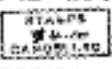
Know all Men by these Presents that Edna E. Scott, Robert L. Scott, wife and husband, of the City of New Philadelphia, County of Tuscarawas and State of Ohio Grantor, in consideration of the sum of One (\$1.00) Dollars to them paid by Harvey Shall and Nina Shall, of the County of Tuscarawas and State of Ohio Grantee the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said Grantee Harvey Shall and Nina Shall, their heirs and assigns forever, the following Real Estate situated in the County of Tuscarawas in the State of Ohio, and in the City of New Philadelphia and bounded and described as follows:

Known as 50 feet off the east end of Lot Number Four (4) in Hardesty's Fourth Addition to the City of New Philadelphia, Ohio.
This conveyance is made subject to the following restriction and conditions, to wit: In consideration of the purchase price and of the taxes thereon accruing to each party, it is agreed that said lot shall be used for residence purposes only. It is also agreed that said lot shall not be sold, rented or leased to a person of African descent.

To have and to hold said premises, with all the privileges and appurtenances thereto belonging, to the said Grantee Harvey Shall and Nina Shall, their heirs and assigns forever. And the said Grantors, Edna E. Scott and Robert L. Scott do hereby warrant and their heirs do hereby covenant with the said Grantee Harvey Shall and Nina Shall, their heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are Free and Clear from all encumbrances whatsoever except taxes and assessments owing due and payable in December, 1937, and hereafter, which grantees assume and agree to pay and that they will forever warrant and defend the same, with the appurtenances, unto the said Grantee Harvey Shall and Nina Shall their heirs and assigns against the lawful claims of all persons whatsoever except taxes and assessments as aforesaid.

In Witness Whereof the said Grantors, Edna E. Scott and Robert L. Scott, wife and husband each of them hereby releases her and his respective rights of dower in the premises, have hereunto set their hands, this 2nd day of June in the year of our Lord one thousand nine hundred and thirty-seven (1937).

Signed and acknowledged in presence of
Raymond G. Rios
Jessie B. Ann



Edna E. Scott
Robert L. Scott

Be it Remembered that on this 2nd day of June, A. D. 1937, before me, the subscriber, a Notary Public in and for said county, personally came the above named Edna E. Scott and Robert L. Scott the Grantors 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.
RAYMOND G. RIOS, Notary Public
My Commission Expires Dec. 28, 1937.

Raymond G. Rios
Notary Public (Seal)

Transferred June 8, 1937 Ralph Richardson, Auditor.

Received June 8, 1937 at 11:00 A. M.
Recorded June 10, 1937.

Fee \$.75

Robert Richardson Auditor

RECORDED

14075

RIGHT OF WAY

Harry Center et al
to
City of Dover

This instrument made this 18 day of May, 1937, by and between HARRY CENTER, Ella B. Crosby, John G. Semmenser, Leah E. Semmenser, (husband and wife of Dover, Ohio, First Party, and the City of Dover, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio, Second Party, in consideration of the sum of \$1.00 in hand paid to First party by Second Party, receipt of which is hereby acknowledged, First Party hereby grants, bargain, sells and conveys to Second Party, its successors and assigns, a right of way, right, privilege, easement and authority to construct, operate and maintain its lines of electric light and power, including the necessary poles, wires and equipment, upon, over and across the property owned by us or to which we have any interest, including dower or otherwise, which property is described as follows:

Situated in the City of Dover, Tuscarawas County, Ohio, 3rd Quarter, Township 8, Range 5, being part of a 11.4 acre tract, deed dated May 1, 1918, recorded Volume 174, page 511, Tuscarawas County deed records, being a right of way 10 1/2 wide, extending from the easterly line of Johnson Ave to the westerly line of Wilson Ave and midway between East 5th and East 7th streets and upon and along the alleys, streets or highways adjoining the said property, with the right to parallel, the attachment of wires of any other company and the right to trim any trees along said lines so as to keep the wires cleared at least 50 inches, now or at any time hereafter, and the right to erect and set the necessary guys, cross poles and anchors and the right to attach thereto all necessary guy wires.

To have and to hold same unto Second Party, its successors and assigns forever. In witness whereof, the parties of the first part hereto have hereunto set their hands this day and year first above written.

Signed and acknowledged in presence of:
A. E. Rios
D. C. Border

Harry Center
(HARRY CENTER)
Ella B. Crosby
(ELLA B. CROSBY)
John G. Semmenser
(JOHN G. SEMMENSER)
Leah E. Semmenser

Before me, a Notary Public in and for said County and State, personally appeared the above named Harry Center, Ella B. Crosby, John G. Semmenser, Leah E. Semmenser and, being duly sworn according to law, say that they did sign the foregoing instrument and that same is their free voluntary act and deed. In testimony whereof, I have hereunto set my name and seal at Dover, Ohio, this 18 day of May 1937.

MUNICIPAL SEAL
(Tuscarawas County, Ohio)
D. C. Border.

D. C. Border
Notary Public (Seal)
My Commission Expires May 28, 1937.

Be Transfer Necessary Ralph Richardson, Auditor.

Received June 8, 1937 at 1:24 P. M.
Recorded June 12, 1937.

Fee \$.75

Robert Richardson Auditor

RECORDED

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

And we, Edwin C. Senhauser and Jean Senhauser; & Norman G. Senhauser the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, their heirs and assigns, that at and until the sealing of these presents, we 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 incumbrances whatsoever excepting real estate taxes and assessments which shall be pro-rated to date of transfer.

and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, their heirs and assigns, against all lawful claims and demands whatsoever except as stated above.

And for valuable consideration we, Norman G. Senhauser, Edwin C. Senhauser and Jean Senhauser do hereby remise, release and forever quit-claim unto the said Grantee, their heirs and assigns, all our right and expectancy of Easement in the above described premises.

In Witness Whereof, we have hereunto set our hands, the 22 day of September, in the year of our Lord one thousand nine hundred and seventy-six (1976)

Signed and acknowledged in presence of

Helena Joanna Johnson
Marjellon A. H.

Norman G. Senhauser
Edwin C. Senhauser
Jean Senhauser

State of Ohio,) ss. Before me, a notary public
Tuscarawas County, in and for said County and State, personally appeared
the above named Norman G. Senhauser, Edwin C. Senhauser and Jean Senhauser

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 this 22nd day of September A. D. 1976

Helena Joanna Johnson
Notary Public

THIS instrument prepared by F. G. FITZPATRICK



847 98483 Warranty Deed

Norman G. Senhauser; Edwin C. Senhauser and Jean Senhauser

TO

Harry G. Penrod and Barbara J. Penrod

10158784 19

COUNTY RECORDER

STATE OF OHIO

COUNTY OF Tuscarawas 55

RECEIVED FOR RECORD ON THE

day of OCT - 8 1976 19

at 3:03 o'clock P.M.

and RECORDED OCT - 8 1976 in

1000 Book Page

F. G. FITZPATRICK COUNTY RECORDER

RECORDERS Fee \$3.00

FITZPATRICK AND ZIMMERMAN, CO., L.P.A. ATTORNEYS AT LAW 203 E. Hill Ave., P. O. Box 224 NEW PHILADELPHIA, OHIO 44663

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
Sresburg, Ohio 44880
Info@WallickAuctions.com
<http://www.WallickAuctions.com>



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