

# 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



## KPLD Kyler, Pringle, Lundholm & Durmann

A Legal Professional Association

Jonathan C. Mizer

E-Mail: [jmizer@kpldlaw.com](mailto:jmizer@kpldlaw.com)

Telephone: (330) 343-5585

### TAX AND LEGAL REPORT

Date: July 31, 2013

Our File #: SHALEV-2

For The Exclusive Use Of:

Wallick Auctions, Inc.

Property Address:

816 N. 2nd Street, Dennison, OH 44621

Present Owner:

Evadean J. Shalosky Estate and Charles J. Shalosky, Current Trustee of the Charles J. and Evadean J. Shalosky Revocable Living Trust dated January 8, 2000

Deed Volume/Page:

Vol. 708, Page 145, and Vol. 755, Page 648

Transfer Date:

August 5, 1996 and March 15, 2000

Real Estate Taxes Are  
Currently Listed On The  
2012 Tax Duplicate In The  
Name Of:

Shalosky Charles & Evadean Co-Trustees  
Shalosky Rev Liv Tr

Parcel No.:

42-01083.000

Desc.:

Whole 1699 1700

Valuations:

Land:	9,200
Building:	41,960
Total:	51,160
Auv:	0

Taxes:

General Taxes:	\$492.35
Tax Reduction:	-\$83.53
10% Rollback:	-\$40.88
2½% Reduction:	-\$10.22
Homestead Credit:	-\$174.77
Total Per ½ Year:	\$182.95
Unpaid Real:	\$182.95
Current Sa:	\$6.00
Penalty:	\$18.90

Prior Del: \$0.00  
Total Due: \$207.85

**Special Assessments:** MWCD \$6.00 per half

Taxes for the first half year 2012 are \$188.95 and are paid.  
Taxes for the second half year 2012 are \$207.85 with penalty and are not paid.  
Taxes for the year 2013 are undetermined, but not yet due.

Map Office Approval:  In Compliance  
 New Description Required

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



Jonathan C. Mizer



## Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By



President

Attest

Secretary

\_\_\_\_\_  
Authorized Officer or Agent

ORT Form 4008  
A.T.A. Commitment for Title Insurance 606

# Old Republic National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE FORM

### SCHEDULE A

1. **Effective date:** July 31, 2013 at 7:59 a.m. **File No.** SHALEV #2
2. **Policy or Policies to be issued:** **Amount**
- (a)  **Owners Policy** \$ To be determined
- Proposed Insured:**  
To be determined
- (b)  **Loan Policy** \$ To be determined
- 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:**  
Evadean J. Shalosky (at the time of her decease) and Charles J. Shalosky or Evadean J. Shalosky, trustees, or successor trustee(s) of the Charles J. and Evadean J. Shalosky Revocable Living Trust dated January 8, 2000, Vol. 708, Pg. 145 and Vol. 755, Pg. 648, Tuscarawas County Deed Records
5. **The land referred to in this Commitment is described as follows:**  
See description attached hereto at Schedule C

Issuing Agent: Jonathan C. Mizor

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. Fiduciary Deed from Amy Fodnys, Executrix of the Estate of Evadean J. Shalosky and \_\_\_\_\_  
Successor Trustee of the Charles J. and Evadean J. Shalosky Revocable Living Trust dated January 8, 2000, vesting title  
in \_\_\_\_\_
  - B. Affidavit of Trustee showing appointment of Successor Trustee as well as Trustee's Powers;
  - C. Payment of Taxes for the second half of 2012;
  - D. Owner's Title Affidavit executed by Seller(s);
  - E. Cancellation of mortgage recorded at Volume 535, Page 426 of the Tuscarawas County Mortgage Records

# *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 #42-01083.000 shows:  
  
Taxes for the first half of the year 2012 in the amount of \$188.95, after a Homestead Exemption of \$174.77 and including a special assessment of \$6.00 are paid. Taxes for the second half of the year 2012 in the amount of \$188.95, after a Homestead Exemption of \$174.77 and including a special assessment of \$6.00, are delinquent in the amount of \$207.85. 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 Evadean J. Shalosky, deceased, Tuscarawas County Probate Case No. \_\_\_\_\_, in which the will of Evadean J. Shalosky was admitted to Probate on \_\_\_\_\_, 2013, and in which Amy Fednya has been appointed Fiduciary/Executor.
12. Mortgage from Charles and Evadean Shalosky, husband and wife, to the Village of Dennison dated February 3, 1986, and

recorded November 5, 1986 at 1:23 p.m. in Volume 535, Page 426 of the Tuscarawas County Mortgage Records securing the principal sum of \$14,270.00.

13. No search was made of U.S. District Court or Bankruptcy Court records and an exception in this regard will appear on any policy to be issued by the company.
14. This commitment for title insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Kyler, Pringle, Lundholm & Durmann, L.P.A. or Old Republic National Title Insurance Company (hereinafter "Old Republic") shall have no obligation outside the terms of this commitment. Specifically, any title search or examination conducted by Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association as a basis for issuing this commitment shall be for the benefit of Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association and Old Republic only, and does not 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.
15. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
16. 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 Village of Dennison, County of Tuscarawas and State of Ohio:

And being known as lots numbered 1626 and 1627 in Block No. 2 in J.M. Hustons first addition to Dennison. Said lots were renumbered in the year 1937 for tax purposes as lots No. 1699 and 1700.

## 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/>.





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

Property Address 816 N. 2<sup>nd</sup> St. Dennison, OH

Lead Warning Statement

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

Seller's Disclosure

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

Purchaser's Acknowledgment (Initial)

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

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

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

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

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

Agent's Acknowledgment (Initial)

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

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Agent [Signature] \_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_



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

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