

# 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



## 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 next page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
455 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 377-1111

  
\_\_\_\_\_  
Andrew C. Wacker, Agent

097 Plan 436  
AL-A Commitment for Title Insurance M2

By  President  
Attest  Secretary

# Old Republic National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE FORM

### SCHEDULE A

1. Effective date: October 22, 2014 at 7:59 a.m. File No. ALEXPA #2
2. Policy or Policies to be issued: Amount
- (a)  Owners Policy \$ To be determined but not to exceed 150,000.00  
Proposed Insured:  
to be determined
- (b)  Loan Policy \$ to be determined but not to exceed 150,000.00  
Proposed Insured:  
to be determined
3. The estate or interest in the land described or referred to in this Commitment is: fee simple
4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:  
Patsy Jo Caldwell, fka Patsy Jo Allendar, Vol. 224, Page 604, Vol. 190, Page 352, and Vol. 166, Vol. 730, Carroll 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. Mizer  
Agent Control No. A34361  
Address: 405 Chauncy 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. Deed from the estate of Patsy Jo Alexander, fka Patsy Jo Caldwell, fka Patsy Jo Alexander, vesting fee simple title in to be determined;
  - B. Owner's Title Affidavit executed by Seller(s);
  - C. Release of life estate from C.C. Alexander and Alma Alexander, the right to use a cement block garage in deed dated June 23, 1971, and recorded June 30, 1971 at 3:41 p.m. in Volume 166, Page 730 of the Carroll County Deed 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, shortages 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 Carroll County Auditor's 2013 General Tax Duplicate for Parcel #33-000009.000 shows:  
  
Taxes for the first half of the year 2013 in the amount of \$57.94 after a Homestead Exemption of \$111.70 and including a special assessment of \$6.00 are paid. Taxes for the second half of the year 2013 in the amount of \$57.94 after a Homestead Exemption of \$111.70 and including a special assessment of \$6.00, are paid. Taxes for the year 2014 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 Patsy Jo Alexander, fka Patsy Jo Caldwell, fka Patsy Jo Allender, deceased, Carroll County Probate Case No. 141029, in which Kathy Heidenreich has been appointed Administrator.
12. Easement for highway purposes from Walter E. Brooks and Olive T. Brooks to the State of Ohio dated February 15, 1934, and recorded February 24, 1934 at 11:15 a.m. in Volume 2, Page 23 of the Carroll County Book of Road Easements.

13. Oil and gas lease from CC Alexander and Alma Alexander to Charles F. Smith dated February 15, 1972, and recorded November 6, 1972 at 12:07 p.m. in Volume 47, Page 79 of the Carroll County Lease Records.
14. Paid up oil and gas lease from Patsy J. Caldwell, fka Patsy Jo Allender, single, to Chesapeake Exploration, LLC, dated June 14, 2011, and recorded June 17, 2011 at 2:16 p.m. in Volume 70, Page 2164 of the Carroll County Official Records.
15. 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.
16. 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.
17. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
18. 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 Township of Union, County of Carroll and State of Ohio:

Being part of the Northwest Quarter, Section-2, T-14, R-6 Union Township, Carroll County, Ohio and further described as follows: Beginning at the Southwest corner of said Northwest Quarter; thence South 85 deg. 56 minutes East, a distance of 1076.26 feet to a spike in the center of State Route #332; thence North 6 deg. 40 minutes W., a distance of 215.0 feet to a spike in the center of State Route #332 and the true place of beginning; thence North 85 deg. 56 minutes West a distance of 500.0 feet to a point; thence North 6 deg. 40 minutes West, a distance of 339.0 feet to a point; Thence South 85 deg. 56 minutes East, a distance of 500.0 feet to a spike in the center of State Route #312, South 6 deg. 40 minutes East, a distance of 339.0 feet to a spike at the true place of beginning, containing an area of 3.83 acres, more or less and subject to all legal highways.

Subject to a prior reservation by C.C. Alexander and Alma Alexander, the right to use for their lifetime, a cement block garage located along the south line of said real estate.

## 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.aita.org/>.





code 0032  
 -----call back: 3-----  
 address 1.00  
 2.83 V/P/W  
 -----  
 acres/ effectv  
 1.00  
 2.83 V/P/W  
 -----  
 dept. actual. effectv. used. influenc  
 year rate value factor(a)  
 12000 12000 12000  
 8 3500 9910  
 -----  
 sign: K date: 7/05/11 110000:00 -----33-00000335.

## Real Estate Receipts

[place cursor here for information about this page](#)

Payment Status

Owner / Legal Desc CALDWELL PATSY JO

Notes / Sales

Change Basis

Prior Years' History

Project File

House Info

Land Info

Blgd Info

Sketch

Levy Information

Property Card

-nothing due-

6/22/87

bl#

total due ---->

ALEXANDER PATSY JO

33-0000036.000

6 14 2 E PT NW 1/4 3.83A

5129 SCIO RD SW

CARROLLTON OH 44615

44615

3.8300 RES

21910 **Land**  
7660 **Bldg**  
29570 **Total**

.00

Real Estate	Prior	Dec Interest	1st-Half	1st-Penalty	2nd-Half	2nd-Penalty	Interest
<b>Charge:</b>			57.94		57.94		
<b>Credit:</b>			57.94		57.94		

**Due:**

**Special Assessments**

**Charge:**

**Credit:**

**Due:**

Payments most recently received (this tax year):

127.88

1/21/14

Information reflects county records as of:

2-13 am  
10/29/2014

[Legal Disclaimer](#)

### Owner / Legal Description / 35% Values

[place cursor here for information about this page](#)

Payment Status Parcel Number: 33-0000036.000 M- Main  
Owner / Legal Desc Owner / Tax Lien Date Transfer / Current Tax Year Transfer For Following Year  
 CALDWELL PATSY JO 5129 SCIO RD SW

Change Basis 5129 SCIO RD SW  
Price Years' History  
Project File

House Info CARROLLTON OHIO

Land Info Sale Date/Code/Amount Sale Date/Code/Amount Sale Date/Code/Amount  
 6/22/87

Blgd Info  
Sketch

Levy Information  
Property Card

-----  
EXIT / HOME Legal Description Mail To  
 6 14 2 E PT NW1/4 3.83A ALEXANDER PATSY JO  
RETURN TO 5129 SCIO RD SW  
SEARCH  
NEXT PAGE

Previous Record CARROLLTON OH 44615  
Next Record Front Foot New/Zero

Current Year RES-599 Acres 3.8300  
 Next Year

35% Taxable Values		Values	Changes
		Land	Building
Land	7670		
Building	2680		
Total	10350		
Abatement			
Land Market			
Personal Property (Public Utility)			
Homestead Discount Basis			

Information reflects county records as of 2:13 am 10/29/2014

Rollback:Land (Homesite)	4200				
Rollback:Building(House)	2680				
Rollback:Total	6880				

Mail Sort Code 44615

Rollback X

2.5% Rollback based on homesite + house value only

CAUV Application Year: 00

Legal Disclaimer

### Charge Calculation Basis

place cursor here for information about this page

Payment Status      **Code**      **Project**      **Flags**      **Acres**      **Front Feet**      **Current Adjustment**      **Prior Dec-Interest**      **Adjustment**  
Owner / Legal Desc      99      MWCD      2A      12.00

Notes / Sales

Charge Basis

Prior Years' History

Project File

House Info

Land Info

Bldg Info

Sketch

Levy Information

Property Card

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EXIT / HOME

RETURN TO

SEARCH

NEXT PAGE

Previous Record

Next Record

Information reflects  
 county records as  
 of:

2:13 am  
 10/29/2014

<b>*Project Totals</b>									
R / E	CHARGE	CALDWELL, PATSY JO	Adjusted	Addition/ Remitter	Adjusted	Add-Rem Date/Code			
			12.00		33-0000036.000				

<b>Prior</b>	
<b>Dec Interest</b>	
<b>Gross Real Estate</b>	509.74
<b>Utility Personal</b>	
<b>Reduction</b>	125.68
<b>Subtotal</b>	384.06
<b>Rollback 10%</b>	38.40
<b>Rollback 2.5%</b>	6.38
<b>Homestead</b>	223.40
<b>Reoccupement</b>	
<b>Net</b>	115.88
<b>Add/Rem Notes</b>	

Legal Disclaimer





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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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