



ALBAN TITLE

204 2nd Street NE ♦ New Philadelphia, OH 44663
Phone: (330) 343-5800 ♦ Fax: (330) 343-5877 ♦ www.albantitle.com

TAX AND LEGAL REPORT

DATE: May 4, 2016

REQUESTED BY: Wallick Auctions

PROPERTY ADDRESS: 929 2nd St SW, New Philadelphia

PRESENT OWNER: Shirley J Garabrandt

VOLUME: 560

PAGE: 105

TRANSFER: 01/16/81

PARCEL NO: 43-01710.00

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2015 TAX
DUPLICATE IN SHIRLEY J GARABRANDT

PARCEL NO: 43-01710.000

DESC: WHOLE 5137

VALUATIONS:

| | |
|------------|---------------|
| LAND: | 8,050 |
| BUILDINGS: | <u>30,220</u> |
| TOTAL: | 38,270 |
| HOMESTEAD: | |
| CAUV: | |

TAXES:

| | |
|---------------------|----------|
| GENERAL TAXES: | 1,398.77 |
| REDUCTION: | -419.38 |
| 10% ROLLBACK: | -20.18 |
| 2 1/2% REDUCTION: | |
| HOMESTEAD CREDIT: | -200.86 |
| TOTAL PER 1/2 YEAR: | 677.63 |
| UNPAID REAL: | |
| CURRENT SA: | 3.00 |
| CURRENT SA: | |
| PENALTY: | |
| PRIOR DEL R.E.: | |
| PARTIAL PAID: | |
| TOTAL DUE: | 680.63 |

Taxes for the first half year 2016 are PAID.

Taxes for the second half year 2015 are NOT YET DUE AND PAYABLE.

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

Tuscarawas County, Ohio

Parcel: 43-01710-000

SUMMARY

| | | | |
|-----------------|---|-------------|---|
| Owner | GARABRANDT SHIRLEY J 929 SECOND ST SW NEW PHILADELPHIA OH 44663 USA | Taxpayer | GARABRANDT SHIRLEY J 929 SECOND ST SW NEW PHILADELPHIA OH 44663 USA |
| Tax District | 43-NEW PHILA MUNI TWP - NEW PHILA CORP (NEW PHILA C.S.D.) | Class | 510-SINGLE FAMILY OWNER OCCUPIED |
| School District | NEW PHIL. SD | Subdivision | WHOLE 5137 |
| Location | 929 SW 2ND ST | Legal | 360 / 7000 Acres |
| CD Year | | | Sold |
| Ag Year | | | Page |
| Sales Amount | Map # / Routing # Ag District Volume | | |

CHARGE

| | Prior | 1st Half | 2nd Half | Total |
|---------|-------|----------|----------|----------|
| Tax | 0.00 | 677.63 | 677.63 | 1,355.26 |
| Special | 0.00 | 3.00 | 3.00 | 6.00 |
| Total | 0.00 | 680.63 | 680.63 | 1,361.26 |
| Paid | 0.00 | 680.63 | 0.00 | 680.63 |
| Due | 0.00 | 0.00 | 680.63 | 680.63 |
| Escrow | | | | 0.00 |

VALUE

| | Appraised | Assessed |
|-------------|-----------|----------|
| Land | 23,000 | 8,050 |
| Improvement | 86,330 | 30,220 |
| Total | 109,330 | 38,270 |
| CAUV | 0 | 0 |
| Homestead | Y | |
| OOC | Y | |
| | 109,330 | 38,270 |

LAND

| Type | Dimensions | Description | Value |
|--------------|------------------|-----------------------|--------|
| FR-FRONT LOT | 92.000 X 150.000 | Eff Front X Eff Depth | 23,000 |

DWELLING

| Card 1 | Style | Stories | Rec Room Area | Finished Basement | Rooms | Bed Rooms | Other Fixtures | Heating | Cooling | Grade | Fireplace Openings | Fireplace Stacks | Living Area | Appraised Value |
|--------|------------------|---------|---------------|-------------------|-------|-----------|----------------|---------|---------|-------|--------------------|------------------|-------------|-----------------|
| | 01-SINGLE FAMILY | 1.00 | 0 | 0 | 5 | 3 | | 0 | 0 | 1972 | 0 | 0 | 1,260 | 86,330 |
| | | | | | | | | Y | Y | C+6 | 0 | 0 | | |

OTHER IMPROVEMENT

| Card | Description | Yr Blt | Yr Rem | Size | Condition | Value |
|------|-------------|--------|--------|------|-----------|-------|
| 1 | SHED-SHED | 1975 | | 100 | AVERAGE | 0 |

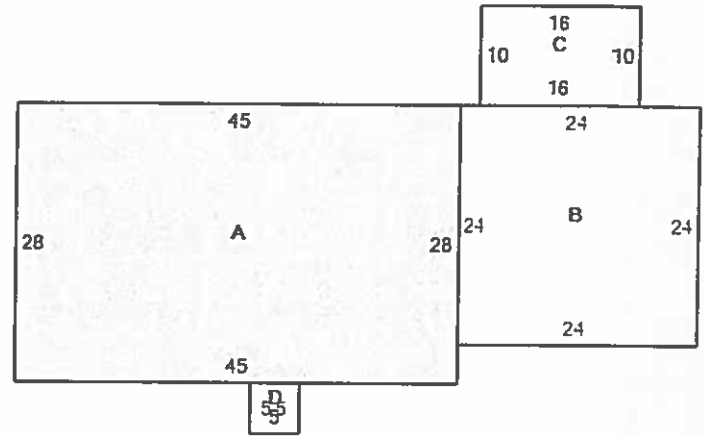
UTILITIES

| | | | | | | | | | | | |
|-------|---|-------|---|----------|---|-----|---|------|---|--------|---|
| Water | N | Sewer | N | Electric | N | Gas | N | Well | N | Septic | N |
|-------|---|-------|---|----------|---|-----|---|------|---|--------|---|

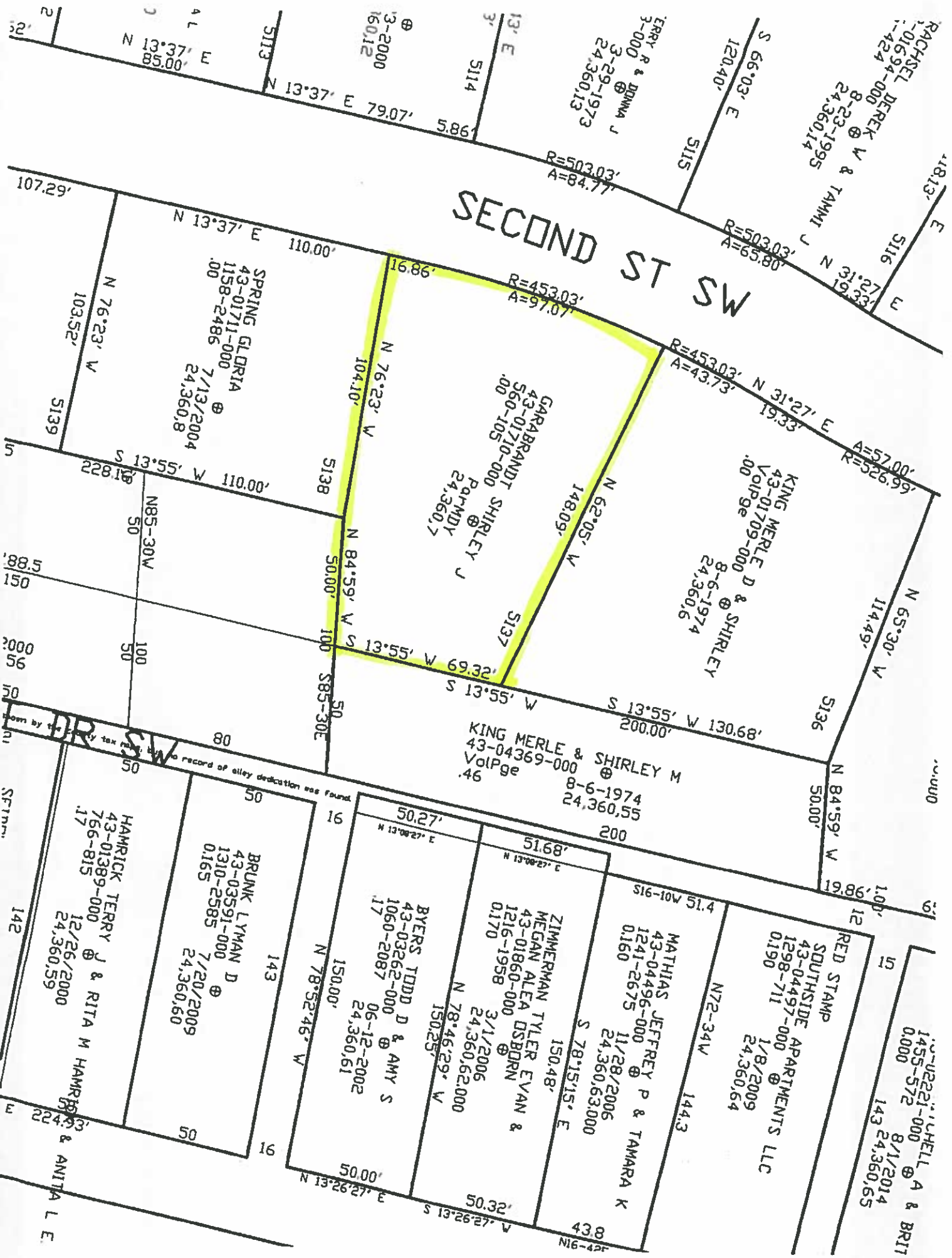
SKETCH

Card 1

| Name | Description | Size | |
|------|-------------|-------|-----|
| 1 | SHED-SHED | 100 | |
| A | 1SFR/B | 1,260 | [1] |
| B | 2CFG | 576 | |
| C | P=NV | 160 | |
| D | MST=NV | 25 | |



SECOND ST SW



RACHEL DEREK W & TAMMI J
8-23-1995
24,360.14
S 66°03' E 120.40'
S 115
18.13' E
S 116
31°27' E 19.33'
R=503.03'
A=63.80'

KING MERLE D & SHIRLEY
43-01709-000
VolPge
8-6-1974
24,360.6
N 65°30' W 114.49'
S 13°55' W 130.68'
R=526.99'
A=57.00'

GARABRANDT SHIRLEY J
43-01710-000
VolPge
24,360.7
N 62°05' W 148.09'
S 13°55' W 69.32'
N 84°59' W 50.00'
S 13°55' W 200.00'

3-29-1973
24,360.13
3-000
ERRV R & DORNA J
R=503.03'
A=84.77'

SPRING GLORIA
43-01711-000
1158-2486
7/13/2004
24,360.8
N 76°23' W 103.52'
S 13°55' W 110.00'
N 84°59' W 50.00'
S 13°55' W 110.00'

HAMRICK TERRY J & RITA M HAMRICK
43-01389-000
766-815
12/26/2000
24,360.59
N 13°26'27" E 50.00'

KING MERLE & SHIRLEY M
43-04369-000
VolPge
8-6-1974
24,360.55
N 84°59' W 50.00'
S 13°55' W 200.00'

RED STAMP
SOUTHSIDE APARTMENTS LLC
43-04497-000
1298-711
1/8/2009
24,360.64
N 72°-34W 144.3

MATHIAS JEFFREY P & TAMARA K
43-04496-000
1241-2675
11/28/2006
24,360.63,000
S 78°15'15" E 150.48'

ZIMMERMAN TYLER EVAN & MEGAN ALEA OSBORN
43-01860-000
1216-1958
3/1/2006
24,360.62,000
N 78°46'29" W 150.25'

BYERS TODD D & AMY S
43-03262-000
1060-2087
06-12-2002
24,360.61
N 13°26'27" E 50.00'

BRUNK LYMAN D
43-03591-000
1310-2585
7/20/2009
24,360.60
N 78°52'46" W 150.00'

MICROFILMED

Prob. 131 C

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

560 PAGE 105

PROBATE COURT OF TUSCARAWAS COUNTY, OHIO

FILED

ESTATE OF Clarence D. Garabrandt

JAN 9 4 20 PM 1981 DECEASED

Case No. 39724 Docket 63

TUSCARAWAS CO. PROBATE COURT

CERTIFICATE OF TRANSFER Revised Code, Sec. 2113.81

"Does not affect interest description of..." 1-16-81 CHAS. R. KIRSEY TUSCARAWAS CO. PROBATE COURT

38054

NO. 1

Decedent died on September 13, 1979 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Table with 3 columns: Name, Residence Address, Interest in Real Estate so Passing. Row 1: Shirley J. Garabrandt, 929 Second Street S. W., All. Row 2: New Philadelphia, Ohio 44663

TRANSFERRED TRANSFER FEE 70 CONVEYANCE EXAMINED SEC. 319-202 R. C. COMPLIED WITH AMT. 11.00

JAN 16 1981

DONALD R. KIRSEY TUSCARAWAS COUNTY AUDITOR No. 72640

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ in favor of decedent's surviving spouse, in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary. If decedent's interest was a fractional share, be sure to so state]:

Undivided one half interest in the following: Situated in the City of New Philadelphia, County of Tuscarawas and State of Ohio: Being Lot Numbered 5137 in the Gal-Mar Estates First Allotment to the City of New Philadelphia, as the same has been numbered and delineated in Plat Book Volume 14 at page 42 and 43 of the Recorder's Office, Tuscarawas County, Ohio.

Said premises are conveyed and accepted subject to the following covenants, conditions and restrictions:

1. No lot shall be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, shall be erected thereon. Any such residence erected or maintained thereon shall be designed for occupancy by a single family only. No building of any kind shall be moved on said premises; not more than one dwelling house shall be built on one lot; no lot shall be subdivided or allotted, or replatted, except that the Grantor shall have the right to divided lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one residence on the enlarged tract, and no commercial advertising sign or billboard shall be erected or maintained on said premises; and no sign advertising any lot for sale shall be larger than ten square feet, except as to signs and billboards erected by the Grantor to promote sale of lots after the recording of the Plat and before all the lots thus offered have been conveyed to grantees.
2. No building shall be placed on any lot, any part of which shall be nearer than twenty-five (25) feet to the front line of the lot, nor extend nearer than ten (10) feet to the respective side-lines thereof, except in the case of lots at street corners or curves, where the minimum distance to the side lot line shall be fifteen (15) feet. This restriction is intended for the benefit of adjoining property owners, and where any person owns two or more adjoining lots (or one and part of another), this restriction shall apply only to the outside lines of the who area owned by said person.
3. The erection of any building on said premises must be completed within eighteen (18) months from the beginning of building operations, unless prevented by war, public orders, litigation, or other causes beyond the control of the Grantee.

(CONTINUED ON ATTACHED SHEET)

Date Issued January 9, 1981 _____
George J. Demisi

AUTHENTICATION

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.

Date January 9, 1981 _____
Ruby L. MacFarland

JAN 11 1981
TUSCARAWAS COUNTY
PROCLAMATION
OFFICE OF THE RECORDER

MICROFILMED

CERTIFICATE OF TRANSFER NO. 1. CONTINUED

ESTATE OF CLARENCE D. GARABRANDT, CASE NUMBER 39724 VOL 560 PAGE 107

4. No fence or railing, unless it is a shrubbery hedge, shall be more than forty inches in height in front of the front building line hereinbefore established.

Undivided one-half interest in the following:

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

And known as being lot Number Seven (7) in Klancrest Allotment in Dover Township, Tuscarawas County, Ohio, as designated on the plat of said allotment recorded in Volume 9, at page 20 of the plat records of said County.

New Lot Number 122.

28044
 RECEIVED FOR RECORD
 DONALD H. GODFREY, County Recorder
 JAN 16 1981 10:52 AM
 Recorded Jan 16 19 81
 Vol. 560 Page 107
 of the
 Records of
 Tuscarawas County, Ohio
 600

FILED
 JAN 3 4 25 PM '81
 TUSCARAWAS
 CO.
 PROB. CLERK



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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


This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

| | | |
|---|------------------------------|--|
|  | <i>First American Title™</i> | Commitment for Title Insurance BY First American Title Insurance Company |
| Schedule A | | |

File No.: A16-376

1. Effective Date: May 3, 2016 at 8:00am

2. Policy (or Policies) to be issued:

AMOUNT

- a. ALTA Owner's Policy of Title Insurance (6-17-06) \$10.00
 ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10)
 Other

Proposed Insured: TBD

- b. ALTA Loan Policy of Title Insurance (6-17-06) \$
 ALTA Expanded Coverage Residential Loan Policy (2-3-10)
 Other

Proposed Insured:

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: Shirley J. Garabrandt
SOT: Volume 504, Page 567 and Volume 560, Page 105, Tuscarawas County Deed Records
5. The land referred to in this Commitment is described as follows:

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

Being Lot Numbered 5137 in the Gal-Mar Estates First Allotment to the City of New Philadelphia, as the same has been numbered and delineated in Plat Book Volume 14 at Page 42 and 43 of the Recorder's Office, Tuscarawas County, Ohio.


Tax Parcel Number 43-01710-000

Issuing Agent: Alban Title
Agent ID No.: 4042546
Address: 204 2nd ST NE
City, State, Zip: New Philadelphia, OH 44663
Telephone: (330) 343-5800

By: 

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

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD

| | |
|---|--|
|  <i>First American Title™</i> | Commitment for Title Insurance |
| | <small>BY</small> First American Title Insurance Company |
| Schedule BI | |


REQUIREMENTS

File No.: A16-376

The following requirements must be satisfied:

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:

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

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.

8. **The lien of all general taxes for the second half 2015 and thereafter.**
Taxes for the first half 2015 in the amount of \$680.63 (includes homestead reduction of \$200.86) per half are paid.
Taxes for the second half 2015 are a lien not yet due.
Tax Parcel Number: 43-01710-000
9. **Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.**
10. **All matters as shown on the Gal-Mar Estates First Addition Plat recorded in Volume 14, Page 42, Tuscarawas County Plat Records.**
11. **Restrictions as set forth in instrument dated February 26, 1974, received for record March 11, 1974 at 3:13 p.m. and recorded in Volume 504, Page 567, Tuscarawas County Deed Records.**

#176

Know all Men by these Presents

That, Ridge Homes, a Division of Evans Products, Company, a Delaware Corporation
the laws of the State of Delaware a Corporation incorporated under the Grantor, for the consideration of

One Dollar and other valuable consideration received to its full satisfaction of
Clarence D. Garabrandt and Shirley J. Garabrandt

the Grantees, does Give, Grant, Bargain, Sell and Convey unto the said Grantee s,
their heirs and assigns, the following described premises, situated in
the City of New Philadelphia, County of Tuscarawas
and State of Ohio:

Being Lot Numbered 5137 in the Gal-Mar Estates First Allotment to the City of New Philadelphia, as the same has been numbered and delineated in Plat Book Volume 14 at Page 42 and 43 of the Recorder's Office, Tuscarawas County, Ohio.

Said premises are conveyed and accepted subject to the following covenants, conditions, and restrictions:

1. No lot shall be improved, used or occupied for other than private residence purposes, and no flat or apartment house, though intended for residence purposes, shall be erected thereon. Any such residence erected or maintained thereon shall be designed for occupancy by a single family only. No building of any kind shall be moved on said premises; not more than one dwelling house shall be built on one lot; no lot shall be subdivided or allotted, or re-platted, except that the Grantor shall have the right to divide lots for the purpose of adding parts thereof to other lots or tracts in each case to be used for one residence on the enlarged tract, and no commercial advertising sign or billboard shall be erected or maintained on said premises; and no sign advertising any lot for sale shall be larger than ten square feet, except as to signs and billboards erected by the Grantor to promote sale of lots after the recording of the Plat and before all the lots thus offered have been conveyed to grantees.
2. No building shall be placed on any lot, any part of which shall be nearer than twenty-five (25) feet to the front line of the lot, nor extend nearer than ten (10) feet to the respective side-lines thereof, except in the case of lots at street corners or curves, where the minimum distance to the side lot line shall be fifteen (15) feet. This restriction is intended for the benefit of adjoining property owners, and where any person owns two or more adjoining lots (or one and part of another), this restriction shall apply only to the outside lines of the whole area owned by said person.
3. The erection of any building on said premises must be completed within eighteen (18) months from the beginning of building operations, unless prevented by war, public orders, litigation, or other causes beyond the control of the Grantee.
4. No fence or railing, unless it is a shrubbery hedge, shall be more than forty inches in height in front of the front building line hereinbefore established.

TRANSFERRED
TRANSFER FEE 1.35
CONVEYANCE EXAMINED
SEC. 319-207 R. C. COMPLIED WITH
AMT. 2.430

"Deed checked for trust description only"
3-11-74
ED V. GASSER
Tuscarawas County Auditor
Deputy

MAR 11 1974

DONALD R. KINSEY
TUSCARAWAS COUNTY AUDITOR
No. 72640

be the same more or less, but subject to all legal high-ys.

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

And the said Grantor, does for itself and its successors and assigns, covenant with said Grantee s their heirs and assigns, that at and until the unsealing of these presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE and has good right to bargain and sell the same in manner and form as above written, and that the same are free and clear from all incumbrances whatsoever. excepting real estate taxes which shall be pro-rated as of the date of closing;

and that it will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee s, their heirs and assigns, forever, against all lawful claims and demands whatsoever.

In Witness Whereof, said corporation sets its hand and corporate seal, by its Mark Farbstein its Manager of Customer Finance and Ronald Agasar its General Manager and Secretary this 26 day of February A. D. 19 74

Signed and acknowledged in presence of: Sally Paris
Marilyn M. Daugherty

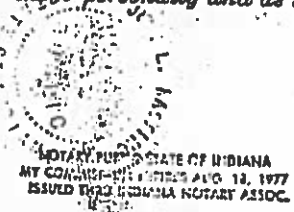
RIDGE HOMES
By Mark Farbstein
Mark Farbstein
Manager of Customer Finance
Ronald Agasar
Ronald Agasar Ass't.
General Manager and Secretary

INDIANA }
The State of Ohio }
JOHNSON County, }

ss. Before me, a notary public, in and for said County, personally appeared the above named RIDGE HOMES

by Mark Farbstein its Manager of Customer Finance and Ronald Agasar its General Manager and Secretary who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

In Testimony Whereof, I have hereunto set my hand and official seal, at this 26 day of February A. D. 19 74



Judy L. Kasting
JUDY L. KASTING Notary Public

This instrument prepared by Francis G. Fitzpatrick, Attorney at Law

76924

Fitzpatrick and Zimmerman
CORPORATION

Transfered _____
COUNTY CLERK

RECEIVED FOR RECORD
MAR 11 1974 3 13 PM
Recorded File 11
Vol. 309
Tuscarawas County, Ohio

FITZPATRICK AND ZIMMERMAN, CO., L.P.A.
ATTORNEYS AT LAW
208 E. HIGH AVE. P. O. BOX 834
NEW PHILADELPHIA, OHIO 44663



RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

POA has never lived on property

POA
Owner's Initials *SJ* Date *4-8*
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____



STATE OF OHIO DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 929 SECOND ST SW NEW PHILADELPHIA, OHIO

Owners Name(s): SHIRLEY J. GARABRANOT

Date: APRIL 8, 2016

Owner [] is [X] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: SEPT 3, 2014

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service [X], Private Water Service [], Private Well [], Shared Well [], Holding Tank [], Cistern [], Spring [], Pond [], Unknown [], Other []

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes [X] No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer [X], Leach Field [], Unknown [], Private Sewer [], Aeration Tank [], Other [], Septic Tank [], Filtration Bed []

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes [] No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [] Yes [X] No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): NEVER ROOF LAST 2 YRS.

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [X] No [] If "Yes", please describe and indicate any repairs completed:

POA Owner's Initials Date 4-8

Purchaser's Initials Date

POA has never lived on property

Property Address 929 SECOND ST SW NEW PHILADELPHIA

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

| | YES | NO | N/A | | YES | NO | N/A |
|-----------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| 1) Electrical | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8) Water softener | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2) Plumbing (pipes) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | a. Is water softener leased? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Central heating | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9) Security System | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4) Central Air conditioning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | a. Is security system leased? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5) Sump pump | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10) Central vacuum | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6) Fireplace/chimney | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 11) Built in appliances | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7) Lawn sprinkler | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12) Other mechanical systems | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

| | Yes | No | Unknown |
|---|--------------------------|-------------------------------------|-------------------------------------|
| 1) Lead-Based Paint | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2) Asbestos | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3) Urea-Formaldehyde Foam Insulation | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4) Radon Gas | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. If "Yes", indicate level of gas if known _____ | | | |
| 5) Other toxic or hazardous substances | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

POA
Owner's Initials SP Date 4-8
Owner's Initials SP Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

POA has never lived in property

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I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No

If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:
 Is the property located in a designated flood plain? Yes No Unknown
 Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
 List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No

If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?
 Yes No Yes No
 1) Boundary Agreement 4) Shared Driveway
 2) Boundary Dispute 5) Party Walls
 3) Recent Boundary Change 6) Encroachments From or on Adjacent Property

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:
 NONE

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

POA
 Owner's Initials SP Date 4-8
 Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
 Purchaser's Initials _____ Date _____

POA has never sold the property

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CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

POA: Shelley Wade POA DATE: 4-8-16
OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____

PURCHASER: _____ DATE: _____

POA has never lived on property



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: 929 Ind St SW - New Phila, OH

Buyer(s): _____

Seller(s): Shirley J. Garabrandt

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) Don R. Wallick Auctions and real estate brokerage McInturt Realty 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/TENANT _____ DATE _____

Shelley Spate 4-8
 SELLER/LANDLORD PGA DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

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

Property Address 929 2nd St SW - New Phila 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) DRW 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>Shelley Gode</u> | <u>4-8</u> | _____ | _____ |
| Seller-POA | Date | Seller | Date |
| _____ | _____ | _____ | _____ |
| Purchaser | Date | Purchaser | Date |
| <u>Don R Wallish</u> | <u>4-8-14</u> | _____ | _____ |
| Agent | Date | Agent | Date |