

Tuscarawas County, Ohio

Parcel: 62-00039-000

SUMMARY

Owner	BLACKSON ROBERTA L 3696 NEW CUMBERLAND RD NE MINERAL CITY OH 44656 USA	Taxpayer	BLACKSON ROBERTA L 3696 NEW CUMBERLAND RD NE MINERAL CITY OH 44656 USA
Tax District	62-WARREN TWP-TUSC VALLEY SD	Class	511-1-FAMILY UNPLATTED 0-09.99 ACS.
School District	TUSC VALLEY SD	Subdivision	
Location	3696 NE NEW CUMBERLAND RD	Legal	7 15 29 PR SW 1.00A
CD Year		Map # / Routing #	11 / 30000
Ag Year		Acres	1.000
Sales Amount		Sold	12/13/2005
		Volume	Page

CHARGE

	Prior	1st Half	2nd Half	Total
Tax	0.00	593.83	593.83	1,187.66
Special	0.00	3.00	3.00	6.00
Total	0.00	596.83	596.83	1,193.66
Paid	0.00	596.83	0.00	596.83
Due	0.00	0.00	596.83	596.83
Escrow				0.00

VALUE

	Appraised	Assessed
Land	11,900	4,170
Improvement	85,630	29,970
Total	97,530	34,140
CAUV	0	0
Homestead	Y	
OOC	Y	
	93,170	32,610

TRANSFER HISTORY

Date	Buyer	Conveyance	Deed Type	Land Only	Sales Amount	Valid
12/13/2005	BLACKSON ROBERTA L	91687	CERTIFICATE OF TRANSFER	N	\$0	N

LAND

Type	Dimensions	Description	Value
HS-HOMESITE	0.850	Acres	11,900
RW-RIGHT OF WAY	0.150	Acres	0

DWELLING

Card 1	Style	09-MODULAR	Family Rooms	0	Heating	Y
	Stories	1.00	Dining Rooms	0	Cooling	Y
	Rec Room Area	0	Year Built	2002	Grade	C-1
	Finished Basement	0	Year Remodeled		Fireplace Openings	0
	Rooms	6	Full Baths	1	Fireplace Stacks	0
	Bed Rooms	3	Half Baths	0	Living Area	1,836
			Other Fixtures	0	Appraised Value	77,410

OTHER IMPROVEMENT

Card	Description	Yr Blt	Yr Rem	Size	Condition	Value
1	POLE BARN-POLE FRAMED GENERAL PURPOSE BUILDING	2002		900	AVERAGE	3,390
1	SHED-SHED	2002		144	AVERAGE	0
1	SHELTER-SHELTER	2004		144	AVERAGE	470
1	SHED-SHED	1974		120	AVERAGE	500
1	DCBG-DETACHED CONCRETE BLOCK GARAGE	1974		1,080	FAIR	3,860
1	SHED-SHED	1980		80	AVERAGE	0

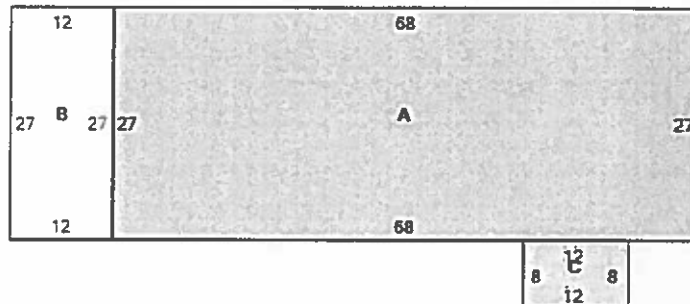
UTILITIES

Water	N	Sewer	N	Electric	N	Gas	N	Well	N	Septic	N
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SKETCH

Card 1

Name	Description	Size		
1	POLE BARN-POLE FRAMED GENERAL PURPOSE BUILDING	900	[2]	[1]
2	SHED-SHED	144		[3]
3	SHELTER-SHELTER	144		
4	SHED-SHED	120		
5	DCBG-DETACHED CONCRETE BLOCK GARAGE	1,080		
6	SHED-SHED	80		
A	1SFR	1,836		
B	EFPP	324		
C	WDDK	96		



[4]
[6]
[5]

Tuscarawas County, Ohio

Parcel: 62-00265-000

SUMMARY

Owner	BLACKSON ROBERTA L 3696 NEW CUMBERLAND RD NE MINERAL CITY OH 44656 USA	Taxpayer	BLACKSON ROBERTA L 3696 NEW CUMBERLAND RD NE MINERAL CITY OH 44656 USA
Tax District	62-WARREN TWP-TUSC VALLEY SD	Class	599-OTHER RESIDENTIAL STRUCTURES
School District	TUSC VALLEY SD	Subdivision	
Location	NE NEW CUMBERLAND RD	Legal	7 15 29-35 PR S/2 SE SW 4.464A
CD Year		Map # / Routing #	11 / 31000
Ag Year		Acres	4.460
Sales Amount		Sold	12/06/2005
		Page	

CHARGE

	Prior	1st Half	2nd Half	Total
Tax	0.00	185.82	185.82	371.64
Special	0.00	0.00	0.00	0.00
Total	0.00	185.82	185.82	371.64
Paid	0.00	185.82	0.00	185.82
Due	0.00	0.00	185.82	185.82
Escrow				0.00

VALUE

	Appraised	Assessed
Land	20,120	7,040
Improvement	2,120	740
Total	22,240	7,780
CAUV	0	0
Homestead	N	
OOC	N	0

TRANSFER HISTORY

Date	Buyer	Conveyance	Deed Type	Land Only	Sales Amount	Valid
12/06/2005	BLACKSON ROBERTA L	91657	AFFIDAVIT	N	\$0	N
05/07/1998	BLACKSON ROBERT N & ROBERTA L	712	JOINT SURVIVORSHIP	Y	\$6,000	N

LAND

Type	Dimensions	Description	Value
HS-HOMESITE	0.150	Acres	2,100
RS-RESIDUAL	4.290	Acres	18,020
RW-RIGHT OF WAY	0.020	Acres	0

OTHER IMPROVEMENT

Card	Description	Yr Bilt	Yr Rem	Size	Condition	Value
1	POLE BLDG-POLE BUILDING	2000		240	AVERAGE	2,120

UTILITIES

Water	N	Sewer	N	Electric	N	Gas	N	Well	N	Septic	N
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SKETCH

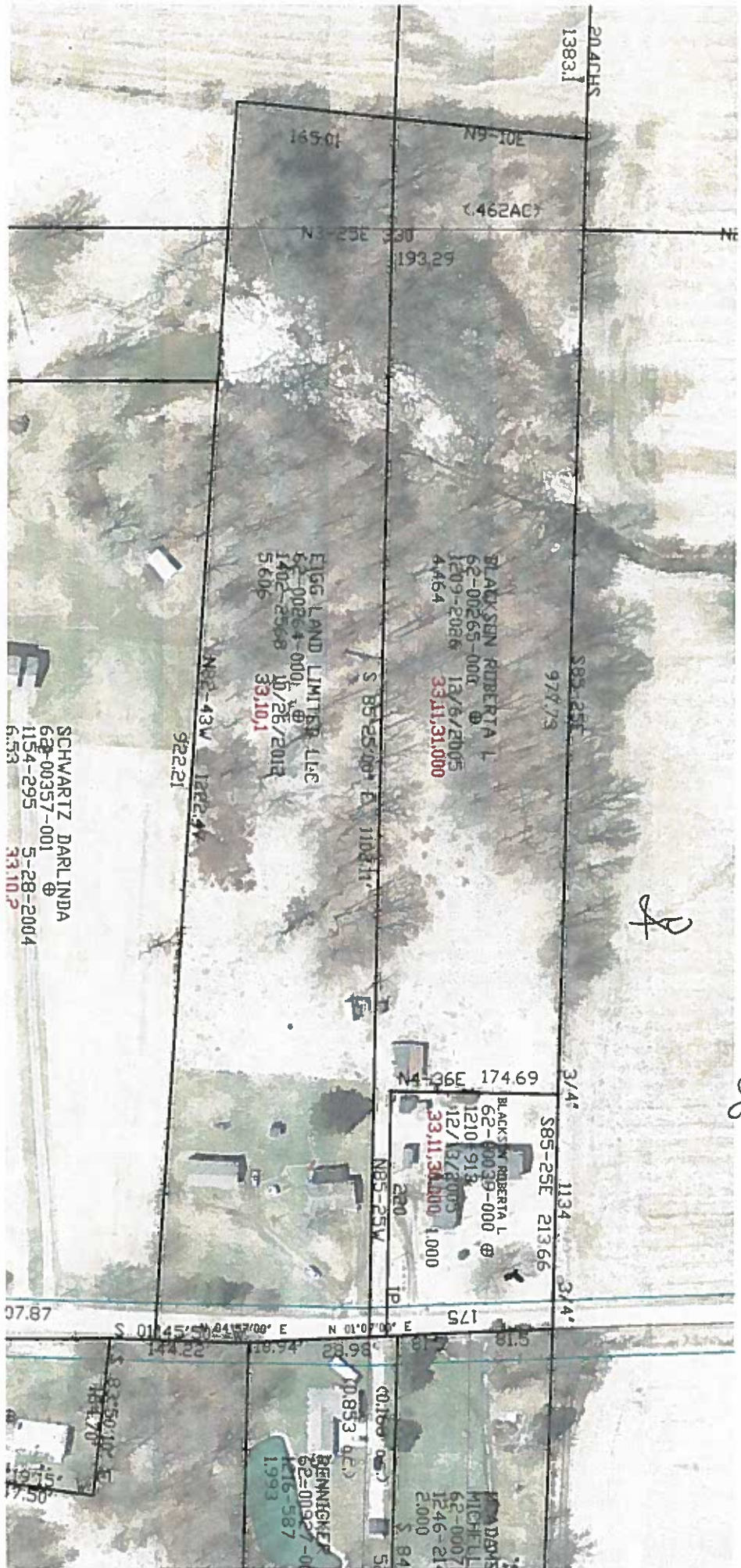
Card 1

Name	Description
1	POLE BLDG-POLE BUILDING

Size

240

[1]



File # 16-0087



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: 3696 NEW CUMBERLAND RD NE MINERAL CITY, OHIO

Buyer(s): _____

Seller(s): ROBERTA BLACKSM ESTATE

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Don R WALLICK AUCTION and real estate brokerage MCINTURFF 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 _____

X Connie McInerney 4-19-14
~~SELLER/LANDLORD~~ EXEC. DATE

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

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

Property Address 3696 New Cumberland Rd NE Mineral City, Ohio

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) DW 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>X Connie Heneuman</u>	<u>4-19-16</u>		
-Seller EXEC,	Date	Seller	Date
<u>Don R Wallish</u>	<u>4-19-16</u>		
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

AGENT'S FILE NUMBER

16-0087

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

Agency Office

ENTRUST TITLE AGENCY, LLC
117 East Third Street
Dover, OH 44622

Telephone: 330-364-4414 Fax: 330-364-4472

(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.

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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/>.



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

File No. 16-0087

1. Effective Date: at

2. Policy (or Policies) to be issued:

AMOUNT

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

Proposed Insured:

- b. ALTA Loan Policy of Title Insurance (6-17-06) \$ TBD
- ALTA Expanded Coverage Residential Loan Policy (Rev. 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:

Roberta L. Blackson, as of the date of her death

By virtue of Certificate of Transfer recorded in Volume 1210, Page 913 of the Tuscarawas County Official Records, and Affidavit to Transfer Survivorship Real Estate recorded in Volume 1209, Page 2026 of the Tuscarawas County Official Records.

5. The land referred to in this Commitment is described as follows: **SEE CONTINUATION OF SCHEDULE A**

Issuing Agent: Entrust Title Agency, LLC

Agent ID No.:

Address: 117 East Third Street


City, State, Zip: Dover, OH 44622

Telephone: 330-364-4414

By: David M. Henkart
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.

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Cont.)	

File No. 16-0087

LEGAL DESCRIPTION

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

PARCEL #1:

Being located in the Southwest Quarter of Section 29 in Township 7, Range 15 and being a part of a 10.88 acre tract heretofore conveyed to Virgil R. and Esther M. Kieffer by deed recorded in Volume 432, Page 28 of the Tuscarawas County Deed Records, the part hereby being more fully described as follows:

Beginning at an iron pin on the north line of the above mentioned 10.88 acre tract; said iron pin being located the following two (2) courses from the southwest corner of Section 29; North 3 deg. 35 min. East, 192.70 feet to the north line of said 10.88 acre tract and thence with said line South 85 deg. 25 min. East, 882.63 feet to the true place of beginning; thence from said beginning and continuing with said line South 85 deg. 25 min. East, 213.66 feet to an iron pin; thence continuing with said line South 85 deg. 25 min. East, 30.41 feet to the northeast corner of said tract in County Road 90; thence leaving said line and with the east line of said tract in said road South 1 deg. 07 min. West, 175.00 feet; thence leaving said line and road north 85 deg. 25 min. west, 32.67 feet to an iron pin; thence continuing North 85 deg. 25 min. West, 222.00 feet to an iron pin; thence North 4 deg. 35 min. East, 174.68 feet to the place of beginning, **containing 1.00 acres**, more or less, but subject to all legal highways.

Survey and description by D. Y. Miskimen, Reg. Surveyor 4043.

Parcel No. 62-00039.000

PARCEL #2:

Being located in the Southwest Quarter of Section 29 and in the Southeast Quarter of Section 35, Township 15, Range 7 and being a part of a 10.88 acre tract heretofore conveyed to Virgil R. and Esther M. Kieffer by deed recorded in Volume 432 at Page 28 of the Tuscarawas County Deed Records, the part hereby conveyed being more fully described as follows:-

BEGINNING at the southwest corner of Section 29, being also the corner of Sections 28, 34 and 35;

THENCE from said beginning and with the line dividing Sections 34 and 35, North 85 deg. 25 min. West, 113.81 feet to an iron pin (set) on the west line of the above mentioned 10.88 acre tract;

THENCE with the bounds of the 10.88 acre tract the following two (2) courses, North 9 deg. 10 min. East, 193.29 feet to an iron pin (set) at the northwest corner of the 10.88 acre tract;

THENCE with the north line thereof South 85 deg. 25 min. East, 977.73 feet to an iron pin (found) at the northwest corner of a 1.0 acre tract (Volume 484, Page 916);

THENCE with the bounds of said 1.0 acre tract the following three (3) courses, South 4 deg. 35 min. West, 174.68 feet to an iron pin (found);

THENCE South 85 deg. 25 min. East, 221.88 feet to an iron pin (found);



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Commitment for Title Insurance

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First American Title Insurance Company

Schedule A (Cont.)

File No. 16-0087

THENCE continuing South 85 deg. 25 min. East, 32.67 feet to the southeast corner of the 1.0 acre tract on the east line of the 10.88 acre tract in New Cumberland Road (County Road No. 90);

THENCE with the east line of the 10.88 acre tract in said road, South 1 deg. 07 min. West, 18.02 feet to the line dividing Sections 29 and 28;

THENCE leaving the east line of the 10.88 acre tract and said road and with said section line North 85 deg. 25 min. West, 32.9 feet to an iron pin (set);

THENCE continuing North 85 deg. 25 min. West, 1102.11 feet to the place of beginning;

CONTAINING 4.464 acres of which 4.002 acre are in the Southwest Quarter of Section 29 and 0.462 of an acre is in the Southeast Quarter of Section 35, be the same more or less but subject to all legal highways and rights-of-way.

Bearings are oriented to the 10.88 acre tract. Iron pins indicated (set) are 5/8" iron bars with plastic cap stamped Bair & Goodie.

Parcel No. 62-00265.000



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Commitment for Title Insurance

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First American Title Insurance Company

Schedule BI

File No. 16-0087

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantor(s) or mortgagor(s).
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - a. **Deed from Connie Lou Hinerman, Fiduciary for the Roberta L. Blackson Estate, conveying the premises described in Schedule A herein, to TBD.**



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Commitment for Title Insurance

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First American Title Insurance Company

Schedule BII

File No. 16-0087

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 instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Taxes and assessments for the year 2016 and subsequent years, not yet due or payable.

Parcel No. 62-00039.000

Description: 7-15-29 PR SW 1.00A

Valuation: Land - \$4,170.00 Building - \$29,970.00 Total - \$34,140.00

Real estate taxes for the first half year 2015 in the amount of \$596.83 (which includes MWCD assessment of \$3.00 and homestead credit of \$204.37) are paid. Real estate taxes for the second half year 2015 in the same amount are a lien not yet due or payable.

Parcel No. 62-00039.000

Description: 7-15-29-35 PR S/2 SE SW 4.464A

Valuation: Land - \$7,040.00 Building - \$740.00 Total - \$7,780.00

Real estate taxes for the first half year 2015 in the amount of \$185.82 are paid. Real estate taxes for the second half year 2015 in the same amount are a lien not yet due or payable.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.



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Commitment for Title Insurance

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First American Title Insurance Company

Schedule BII (Cont.)

File No. 16-0087

10. Lease to MB Operating Company, Inc. received for record January 8, 1979 and recorded in Volume 103, Page 471 of the Tuscarawas County Deed Records. *Amendment recorded in Volume 1413, Page 910 of the Tuscarawas County Official Records*
11. Lease to MB Operating Company, Inc. received for record January 8, 1979 and recorded in Volume 103, Page 475 of the Tuscarawas County Deed Records. *Amendment recorded in Volume 1382, Page 1223 of the Tuscarawas County Official Records*
12. Right of Way to Atwood Regional Water & Sewer District received for record February 12, 1988 and recorded in Volume 618 of the Tuscarawas County Deed Records.
13. Restrictions as set forth in a deed received for record May 7, 1998 and recorded in Volume 730, Page 694 of the Tuscarawas County Deed Records.
14. Estate of Roberta L. Blackson, deceased, Tuscarawas County Court of Common Pleas Probate Division Case No. 2016 ES 58503.

Anything to the contrary notwithstanding, the policy to be issued in accordance with this Commitment will not insure the quantity of land contained within the premises described in Schedule A.

No examination has been made of the U.S. District Court or Bankruptcy Court.