

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Order/File No.: 042487RP

Commitment No.: 042487RP

1. Effective Date: July 17, 2017 at 07:59 AM
2. Policy or Policies To Be Issued: Amount of Insurance
 - (a) A.L.T.A. Owner's (ALTA Own. Policy (06/17/06))
Proposed Insured:
To Be Determined
 - (b) A.L.T.A. Loan
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple
4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:
Ethel M. Heavilin, by virtue of that certain Warranty Deed recorded November 27, 1946 in Volume 120, Page 296 of the Harrison County Records and by virtue of that certain Certificate of Transfer recorded October 20, 1989 in Deed Volume 230, Page 490 of the Harrison County Records
5. The land referred to in the Commitment is described as follows:
SEE "EXHIBIT A" ATTACHED HERETO

Alpha Land Title Agency, Inc

By: _____

Scott G. Hastings, Esq., Vice President

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part I

Order/File No.: 042487RP

Commitment No.: 042487RP

The following requirements must be met:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable including the following:
() Record instrument conveying or encumbering the estate or interest to be insured, briefly described:
5. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and filed for record:

Duly executed deed, with proper marital status and release of dower, if applicable, vesting title in a party to be determined.

NOTE: The deed referenced above must comply with local rules on descriptions and conveyances pursuant to Section 315.251 and 319.203 of the Ohio Revised Code.

If applicable, mortgage from a party to be determined, with proper marital status and release of dower, if applicable, to a proposed insured mortgagee.

6. Receipt of properly executed purchase agreement.
7. Copy of Driver's license from all parties.
8. Owner's/Sellers Affidavit covering matters of title in a form acceptable to the Company.
9. Survey satisfactory to the Company be provided if survey exceptions are to be deleted.
10. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
11. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
12. Further exceptions and/or requirements may be made upon review of the proposed documents or upon ascertaining details of the transaction.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part II

Order/File No.: 042487RP

Commitment No.: 042487RP

Schedule B of the policy or policies to be insured 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 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. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished.)
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights or claims of parties in possession, and not of record in the public records; liens for labor, services or material or claims to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
8. Taxes are \$118.85 per half. Taxes for the first half of 2016 are PAID. Parcel No. 16-0000107.000. Taxes for the first half of 2015, and thereafter are a lien, but not yet due and payable. Assessments if any, which have not been certified to County Auditor for collections. (figures are based on the last available tax duplicate).

NOTE: Reflected in the above per half tax amount is a special assessment in the amount of \$3.00 for the Muskingum Watershed.

NOTE: Reflected in the above per half tax amount is a homestead reduction in the amount of \$207.73.

9. Taxes are \$14.84 per half. Taxes for the first half of 2016 are PAID. Parcel No. 16-0000106.000. Taxes for the first half of 2015, and thereafter are a lien, but not yet due and payable. Assessments if any, which have not been certified to County Auditor for collections. (figures are based on the last available tax duplicate).
10. Mortgage from Ethel M. Heavilin, unmarried, to JPMorgan Chase Bank, N.A., recorded August 10, 2005 in OR Book 161, Page 2690 of the Harrison County Official Records, securing the stated amount of \$55,000.00.
11. All matters as contained in a Memorandum of Oil & Gas Lease from Ethel M. Heavilin, a single woman, recorded January 18, 2013 in OR Book 204, Page 2039 of the Harrison County Official Records.
12. Transfer on Death Designation Affidavit made by Ethel Marie Heavilin, recorded May 20, 2010 in OR Book 183, Page 1422 of the Harrison County Official Records.

NOTE: This item is shown for informational purposes only and will not appear in any policy issued as a result of this Commitment.

SCHEDULE B

Part II (Continued)

Order/File No.: 042487RP

Commitment No.: 042487RP

13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
14. The following exception will appear in any loan policy issued as a result of the 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.
15. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained with the legal description of the premises insured herein.
16. Title to that portion of the insured premises within the bounds of any legal highways.
17. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
18. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
19. NO FURTHER EXAMINATION HAS OCCURRED ON ANY EASEMENTS, RIGHT-OF-WAYS, AND/OR LEASES. SUBJECT TO ALL LEGAL HIGHWAYS.

"EXHIBIT A"

PROPERTY DESCRIPTION

Commitment No.: 042487RP

Order/File No.: 042487RP

The land referred to in this Commitment is described as follows:

Situated in the County of Harrison in the State of Ohio and in the Village of Bowerston and bounded and described as follows: Known as Lots Nos. 68, 70 & 72, bounded as follows, Lot number 72 as shown on the plat of Susan Dunlap Addition to The Village of Bowerston, Ohio and further known as Lot No. 126 as shown on the plat made by James H. Means March 1894 - Also lots number 68 and 70 in Susan Dunlap's Addition to the Village of Bowerston, Ohio and all fronting on Gordon Street 66 feet.

EXCEPTING THE FOLLOWING DESCRIBED TRACT:

Situated in the Village of Bowerston, County of Harrison, State of Ohio and bounded and described as follows:

Being Lot No. 68 and 51 feet off the East side of Lot No. 70 in Susan Dunlap's Addition to the Village of Bowerston and more fully described as follows: Beginning at an iron pipe at the Northeasterly corner of Lot No. 68 and in the Southwesterly line of Gordon Street; thence along the Lot and Street line N. 53° - 30' W. 66 feet to an iron pipe at the corner between Lots No. 68 and 70; thence continuing N. 53° - 30' W. 51 feet to an iron pipe in the Northeasterly line of Lot No. 70; thence at right angles to the aforesaid line and bearing S. 36° - 30' W. 132 feet to an iron pipe in the Southwesterly line of Lot No. 70, and in the Northeasterly line of a 16 ½ foot alley; thence along the Lot and Alley line S. 53° - 30' E. 51 feet to the corner between Lots No. 70 and 68; thence continuing S. 53° - 30' E. 66 feet to an iron pipe at the Southeasterly corner of Lot No. 68; thence along the Southeasterly line of Lot No. 68, N. 36° - 30' E. 132 feet to the place of beginning. Being all of Lot No. 68 and 51 feet of Lot No. 70, that part of Lot No. 70 containing 6732 square feet, more or less.

1937

WARRANTY DEED

Olaf F. Holmes, of and to Elmer H. Beville, et ux

KNOW ALL MEN BY THESE PRESENTS: THAT Olaf F. Holmes and Leslie D. Holmes, her husband, of the Village of Newateron, County of Harrison, and State of Ohio, Grantors, in consideration of the sum of One dollar and other good and valuable considerations Dollars to them paid by Elmer H. Beville and Ethel K. Beville, husband and wife, of the County of Harrison and State of Ohio, Grantees, the receipt whereof is hereby acknowledged, do hereby GRANT, WARRANT, SELL AND CONVEY to the said Grantees, Elmer H. Beville and Ethel K. Beville, their heirs and assigns forever, the following REAL ESTATE situated in the County of Harrison, in the State of Ohio, and in the Village of Newateron, and bounded and described as follows:

Know as Lots Nos. 50, 70 & 71, bounded as follows, Lot number seventy-two (72) as shown on the plat of Susan Dunlop Addition to The Village of Newateron, Ohio and further known as Lot No. one hundred and twenty six (126) as shown on the plat made by James C. Means March 1894. - Also lots number sixty eight (68) and seventy (70) in Susan Dunlop's Addition to the Village of Newateron, Ohio and all Frontage on Doran Street 66 Feet.

Being the same premises conveyed to said S. H. Moffatt by E. K. Hoover and wife, by deed of record in Vol. 77, page 124, Harrison County Deed Records.

Being all of the same premises conveyed to the said Henry Gust by S. H. Moffatt and Mattie M. Moffatt his wife, by deed of record in Vol. 85, at page 364 Harrison County Record of Deeds.

Selling all of the premises conveyed to said Elmer H. Beville by Henry Gust by deed of record in Vol. 90 page 14 Harrison County record of deeds.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereto belonging, to the said Grantees, Elmer H. Beville and Ethel K. Beville, their heirs and assigns forever. And the said Grantees, Olaf F. Holmes and Leslie D. Holmes, for themselves and their heirs, do hereby covenant with the said Grantees, Elmer H. Beville and Ethel K. Beville, their heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL ENCUMBRANCES EXCEPTED HEREIN TAKEN, Grantees assume and agree as part consideration herein to pay all taxes beginning with the June 1917 installment.

and that they will forever WARRANT AND DEFEND the same, with the appurtenances, unto the said Grantees, Elmer H. Beville and Ethel K. Beville, their heirs and assigns against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF the said Grantees, Olaf F. Holmes and Leslie D. Holmes, has hereby released his right of dower in the premises, have hereunto set their hands, this 22nd day of November, in the year of our Lord one thousand nine hundred and forty-six (1946)

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

V. F. Anderson

Both Witnesses

Olaf F. Holmes

Leslie D. Holmes

THE STATE OF OHIO, HARRISON COUNTY, ss.

I, H. W. STEWART, Notary Public in and for said county, personally saw the above named Olaf F. Holmes and Leslie D. Holmes, the Grantors in the foregoing deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Witness my hand, Notary Public in and for said county, at Newateron, Ohio, this 22nd day of November, A. D. 1946.

H. W. STEWART, Notary Public

By commission expires June 3, 1947

At 10 P. M. Nov. stamps attached and cancelled.

STATE OF OHIO, HARRISON COUNTY, ss.

Transferred Nov. 22, 1946 PG

Recorded for Record of Deeds at 1:50 P. M.

Recorded Nov. 27, 1946

Fee \$1.10 paid

FRANK E. STEWART, Recorder

PROBATE COURT OF HARRISON COUNTY, OHIO

ESTATE OF ELMER H. BEAVILIN, DECEASED

Case No. 20051 Docket _____ Page _____

CERTIFICATE OF TRANSFER

Revised Code, Sec. 2112.01

NO. 1

Decedent died on December 9, 1980 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate as Passing
<u>Ethel M. Beavilin</u>	<u>Box 51, 206 Gordon Street Beverton, Ohio 44695</u>	<u>All</u>

If Abstract OC 2 XV 15 87 Notarizations have been executed and the transfer has complied with Section 2112.01 of the Revised Code.

PAYROLL & SERVICE ANNUITY

SEE \$100.00 BY 1-6-7 FBI

10 EX. COPY

PAYROLL & SERVICE ANNUITY 1-6-7

48294 By V. A. Z.

LARRY C. BACKBORN
Harrison Co. Recorder

Received Oct 20 19 87
at 2:25 PM

Recorded DEC 7 19 87

10.00

(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.

RE 230 REC 490

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

BEING AN UNDIVIDED ONE-HALF INTEREST IN THE FOLLOWING DESCRIBED PREMISES:

Situated in the County of Harrison in the State of Ohio and in the Village of Bowerston and bounded and described as follows: Known as Lots Nos. 68, 70 & 72, bounded as follows, Lot number 72 as shown on the plat of Susan Dunlap Addition to The Village of Bowerston, Ohio and further known as Lot No. 126 as shown on the plat made by James H. Means March 1894 - Also lots number 68 and 70 in Susan Dunlap's Addition to the Village of Bowerston, Ohio and all fronting on Gordon Street 66 feet.

Prior Deed References: Vol. 120, Pg. 296 Harrison County Deed Records.

EXCEPTING THE FOLLOWING DESCRIBED TRACT TO DANIEL E. TRUSHELL:
Situated in the Village of Bowerston, County of Harrison, State of Ohio and bounded and described as follows:

Being Lot No. 68 and 51 feet off the East side of Lot No. 70 in Susan Dunlap's Addition to the Village of Bowerston and more fully described as follows: Beginning at an iron pipe at the Northeastly corner of Lot No. 68 and in the Southwestly line of Gordon Street; thence along the Lot and Street line N. 53° - 30' W. 66 feet to an iron pipe at the corner between Lots No. 68 and 70; thence continuing N. 53° - 30' W. 51 feet to an iron pipe in the Northeastly line of Lot No. 70; thence at right angles to the aforesaid line and bearing S. 36° - 30' W. 132 feet to an iron pipe in the Southwestly line of Lot No. 70, and in the Northeastly line of a 16 1/2 foot alley; thence along the Lot and Alley line S. 53° - 30' E. 51 feet to the corner between Lots No. 70 and 68; thence continuing S. 53° - 30' E. 66 feet to an iron pipe at the Southeastly corner of Lot No. 68; thence along the Southeastly line of Lot No. 68, N. 36° - 30' E. 132 feet to the place of beginning. Being all of Lot No. 68 and 51 feet of Lot No. 70, that part of Lot No. 70 containing 6732 square feet, more or less.

PRIOR DEED REFERENCE: VOL. 160, PAGE 474 HARRISON COUNTY DEED RECORDS.

This Instrument Prepared By:
PETTAY, HOUSER & TABACCHI, Attorney's
232 South Main Street, Cadiz, OH 43907

October 13, 1989

Richard W. Warren

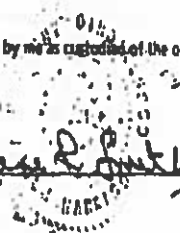
AUTHENTICATION

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.

October 15, 1989

Oliver E. Smith, Dep.

REC-230 FILE 491



Help



-real estate receipts-

HEAVILIN ETHEL M

10/20/89

b# 1901

7630 land
31260 bldg
38890 totl
cauv

HEAVILIN ETHEL M
P O BOX 61

16-0000107 000

LOT 72 DUNLAP

total due ---> 118.85

*homestead exx

rts:

206 GORDON STREET

BOWERSTON OHIO
fi: 44

44695

44695

RES

R/E:	prion	dec-in	1st-hf	1st-pa	2nd-hf	2nd-pa	intest
charge			115.85		115.85		
credit			115.85				

due

115.85

S/A

charge

3.00

credit

3.00

3.00

due

3.00

payments most recently received (this tax year)

118.85

2/17/17

01/001

owner / tax lien date: HEAVILIN ETHEL M 10/20/89 date/cd: 16-0000107.000 M
 206 GORDON STREET 2CT LOT 72 DUNLAP RES
 206 GORDON STREET 510 cis

transfer / current tax year: nts: tot: neu cis

transfer for following year: 205 GORDON ST values changes ca land bldg d r

mail to: HEAVILIN ETHEL M P O BOX 61 BOWERSTON OHIO 44695 44695
 special codes: 2670 10940 13810 8750 2870 10150 12820
 orig yr & pct: 99 year/ty n/b: X 1995 NEW CONSTRUCTION

project flags acres ffoot currt adj'd prior dec-i adj'd
25 MUCD 2A 8.00



project totals 8.00

R/E CHARGE HEAVILIN ETHEL M 18-0000197 050
original add/rem adjusted add/rem adjusted a/r date
cd nmbr

prior
dec interest
gross r/e 1039.54
utl pers
reduction 304.44
subtotal 726.10
non-busi cr 63.90
owner occ cr 15.04
homestead 415.46
recoupment
net 231.70

add/rem notes: special codes

1 2 3 4 5 6 7 8 9 0

-real estate receipts-

HEAVILIN ETHEL A

10/20/88

b# 1900

1740 land

bldg

1740 totl

cauv

HEAVILIN ETHEL M

P O BOX 61

16-0000105 000

total due --->

14 84

LOT 70 PT DUNLAP

BOWERSTON OHIO

44695

rts:

44695

GORDON STREET

fi: 44

RES

1/2 1/4 3/8 1/2 3/4 1 1 1/2 2 2 1/2 3 3 1/2 4 4 1/2 5 5 1/2 6 6 1/2 7 7 1/2 8 8 1/2 9 9 1/2 10

	1st-hf	1st-pn	2nd-hf	2nd-pn	intrst
charge	14.84		14.84		
credit	14.84				

due 14.84

charge
credit

due

payments most recently received (this tax year):

14.84

2/17/17



owner / tax lien date	date/cd/s	16-0000106.000
HEAVILIN ETHEL M	10/20/89	LOT 70 PT DUNLAP RES
GORDON STREET	2CT	500
transfer / current tax year		GORDON STREET
		cid
		lot
		new
		cls
transfer for following year		
	GORDON	
	address	new/2nd
	ffoot	new/2nd
	values	changes c
	610	land bldg d
	610	
mail to		
HEAVILIN ETHEL M		
P O BOX 61		
BOWERSTON OHIO 44695	Special codes	
44695	sort	
orig yr & pct	cap	site
00	appl	house
	gran	ty r/b

project flags acres ffoot curnt adj'd prior dec-i adj'd

*project totals

R / E CHARGE HEAVILIN ETHEL M 16-0000106.pcc
 original add/ren adjusted add/ren adjusted a/r/date

prior		
dec interest		cd nmbr
gross r/e	46.18	
utl pers		
reduction	13.64	
subtotal	32.54	
non-busi cr	2.86	
owner occ cr		
homestead		
recoupment		
net	29.68	

Special

20130000246
Filed for Record in
HARRISON COUNTY, OHIO
TRACY L. BOYER, RECORDER
01-18-2013 At 09:52 am.
MEMORANDUM 28.00
DR Book 204 Page 2039 - 2040

20130000246
CHESAPEAKE OPERATING INC
3375 FOREST LAKE DR
UNIONTOWN OH 44683

7/11 - OH

MEMORANDUM OF OIL & GAS LEASE

This Memorandum of Oil and Gas Lease made this 28th day of December, 2012, by and between Ethel M. Heavilla, a single woman, of PO Box 64, Sowerston, OH 44695, hereinafter collectively called "Lessor," and CHESAPEAKE EXPLORATION, L.L.C., 6100 N. Western Avenue, Oklahoma City, OK 73118, hereinafter called "Lessee."

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, Lessor did make and execute in favor of Lessee an Oil and Gas Lease dated December 28, 2012, and made effective December 28, 2012, which provides for a firm (5) year primary term and an option to renew for an additional five (5) year primary term covering Lessor's interest in the following described lands:

Township 013N; Range 066W; Section: 27 Parcel #: 16-0660106000

Property Tax Parcel Identification Number: 16-0660106.000

SW4

and is bounded formerly or narrowly as follows:
On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Shari Marie Douglas
Daniel E. Trushell and Hazel E. Trushell
Daniel E. Trushell and Hazel E. Trushell
Ethel M. Heavilla

Containing 0.0453 acres and located in the Township of MONROE, Harrison County, State of Ohio, for the purpose of drilling, operating for, producing and removing oil and gas and all the contents thereof. Said lands were conveyed to Lessor by virtue of deed dated 11/22/1946 and recorded in said County and State in Book 129, Page 296.

This Lease may be extended beyond the primary term by certain activities including, without limitation, conducting operations, producing oil or gas, or making prescribed payments. This Lease also grants to Lessee a Right of First Refusal to match any offer to top lease the leased premises, which right may be exercised by Lessee within fifteen (15) days after receipt of proper notice from Lessor.

This Memorandum of Oil and Gas Lease is being made and filed for the purpose of giving third parties notice of the existence of the Lease described above. The execution, delivery and recordation of this Memorandum of Oil and Gas Lease shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Lease. It is the intent of the Lessor to lease all of Lessor's interest in and to the properties described herein, whether or not the tracts recited herein are property described, and further it is understood this lease includes all rights owned by the Lessor in the properties described herein.

IN WITNESS WHEREOF this Memorandum of Oil and Gas Lease is executed as of the date first above written.

Ethel M. Heavilla (Seal)
Ethel M. Heavilla

(Seal)

Document prepared by: CHESAPEAKE EXPLORATION, L.L.C., 6100 N. Western Avenue, Oklahoma City, OK 73118

See next page for Acknowledgment.

STATE OF Ohio ACKNOWLEDGE



Hazel E. Trushell
Notary Public, State of Ohio
My Commission Exp. June 14, 2015

COUNTY OF Harrison

On this, the 5th day of January, 2013, before me a notary public, the undersigned officer, personally appeared Edith M. Hensley, a single woman known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I here unto set my hand and official seal.

My Commission Expires: June 14, 2015

Signature/Notary Public: Hazel E. Trushell

Name/Notary Public (print): Hazel E. Trushell

Recorder: Return to CHESAPEAKE EXPLORATION, L.L.C., 6100 N. Western Avenue, Oklahoma City, OK 73118
622 620



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

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.

Owner's Initials EMH BK Date 05/02/17 PDA HAS NEVER LIVED IN PROPERTY
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: 206 Border St Brewster, OH

Owners Name(s): Ethel Marie Heurden

Date: 8-1-2017

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: JUNE 01, 2017

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):

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

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes No [X] 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) [X] Yes [] No

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

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

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):

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:

Owner's Initials [Signature] Date 05/02/2017 FIDA HAS NEVER LIVED IN PROPERTY.

Purchaser's Initials Date Purchaser's Initials Date

Property Address 200 Gordon St. Norwester, OH

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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 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 checked="" type="checkbox"/>	<input 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: _____

Owner's Initials EMH BK Date 08/02/17 POA HAS NEVER LIVED IN PROPERTY
Owner's Initials _____ Date _____
Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 200 Gordon St. Brewster OH

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 VILLAGE MAINTAINED ALLEY
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:
N/A

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.

Owner's Initials: EMH, LJA Date: 05/10/21/17 PCA HAS NEVER LIVED IN PROPERTY
Owner's Initials _____ Date _____

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

Property Address 206 Gordon St. Bowston OH

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.

OWNER: Gther Marie Hamilton by Duane A. Hunk ^{POA} DATE: 08/02/2017

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: _____



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: 200 Gordon St Brewster, OH

Buyer(s): _____

Seller(s): Ethel Marie Heavilin

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) Dr. Rubellia Audeis and real estate brokerage McLuff 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 _____

BUYER/TENANT _____ DATE _____

Ethel Marie Heavilin by Russell W. Howard for 08/02/2017
SELLER/LANDLORD DATE

SELLER/LANDLORD _____ DATE _____

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

Property Address 206 South St. Bowdoin, ME

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.

FOIA HAS NEVER LIVED IN PROPERTY
Steve Munn Heavenly Daniel Stuart DM 03/02/2017
 (Seller) _____ Date _____ Seller _____ Date _____
 Purchaser _____ Date _____ Purchaser _____ Date _____
 Agent DW 8-1-17 _____ Date _____ Agent _____ Date _____