



**Property Information Package
Private Selling Officer
Online Auction**

**1170 Penny Street
Columbus, OH 43201**

Bid at www.gryphonusa.com

For additional information please contact the auction firm at 614-885-0020
or jgp@gryphonusa.com

Auction conducted by:
Richard F. Kruse, Auctioneer & Private Selling Officer
Gryphon Auction Group
Borrer Commercial Real Estate



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ATTENTION PROSPECTIVE BIDDERS

ALL INFORMATION CONTAINED IN THIS AND OTHER ADVERTISEMENTS WAS OBTAINED FROM SOURCES BELIEVED TO BE ACCURATE. HOWEVER, NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, IS INTENDED OR MADE. NEITHER AUCTION COMPANY NOR SELLERS SHALL BE LIABLE FOR ANY ERRORS OR THE CORRECTNESS OF INFORMATION. PROPERTY SOLD "AS IS, WHERE IS, WITH ALL FAULTS". PROSPECTIVE BIDDERS SHOULD VERIFY ALL INFORMATION. THE PROPERTY IS OFFERED FOR SALE TO QUALIFIED PURCHASERS WITHOUT REGARD TO PROSPECTIVE PURCHASER'S RACE, COLOR, RELIGION, SEX, MARITAL STATUS, OR NATIONAL ORIGIN. ALL ANNOUNCEMENTS MADE AT THE AUCTION TAKE PRECEDENCE OVER ANY OTHER INFORMATION OR PRINTED MATTER. THE PROPERTY AND IMPROVEMENTS WILL BE SOLD "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND INCLUDING ANY REPRESENTATIONS REGARDING ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY. THE WARRANTIES EXCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, FREEDOM FROM STRUCTURAL DEFECTS, CONSTRUCTION IN A WORKMANLIKE MANNER, AND FITNESS FOR HABITATION.

PLEASE MAKE SURE TO READ ALL OF THE TERMS AND CONDITIONS OF SALE. NOTE THAT ACCESS TO THE INTERIOR OF THE PROPERTY MAY NOT BE AVAILABLE PRIOR TO CLOSING.

SUMMARY OF TERMS AND CONDITIONS OF ONLINE AUCTION OF REAL PROPERTY – COMMERCIAL

Binding Auction Agreement

The terms and conditions set forth in this agreement apply to the auction of the property identified on the property details page. Your participation in the auction of the property indicates your intent – and results in your agreement – to be bound by the terms and conditions of this agreement. If you do not wish to be bound by the terms and conditions of this agreement, you should not participate in the auction of the property.

Do Not Trespass or Disturb the Occupant

Until the court orders a transfer of title to the property, the current owner retains all of its rights in the property, including the right to exclude people from the property. Your participation in the auction does not give you any right to enter the property. It is a crime to trespass on the property. You agree that you will not trespass on the property or disturb the homeowner or occupant.

Defined Terms

A *bidder* is a prospective buyer who places a bid on the property.

A *bid* is an irrevocable offer to purchase the property at the stated price.

The *buyer's premium* is the amount added to the highest bid to determine the contract price. The buyer's premium is calculated as a percentage of the highest bid. For example, if the highest bid is \$100,000 and the buyer's premium is 10%, the buyer's premium is \$10,000 and the contract price is \$110,000. The buyer's premium is due and payable to the PSO.

The *contract price* is the price of the property, payable by the highest bidder. The contract price is the sum of the highest bid and the buyer's premium.

The *highest bidder* is the bidder who submits the highest bid at the auction of the property and satisfies the terms and conditions of the auction. The Private Selling Officer determines the highest bidder.

The *property details page* is the page of the website that identifies the property up for auction. It is the page where bids are placed for that property.

The *website* is the one located at www.gryphonusa.com.

Public Auction; Not a Private Sale

A court in a foreclosure case has appointed a Private Selling Officer (“PSO”) to conduct an auction of the property. The auction is not a private sale of real estate. As a result, you will not receive disclosure and other documents customarily used in a private sale of

real estate, such as Agency Disclosures, Property Disclosures and Lead Based Paint Disclosures.

Property Offered "As-Is" and "Where-Is" / No Contingencies

The property is offered and being sold "as is" and "where is," with all faults, defects, and limitations, whether apparent or not. If you are the highest bidder, you must accept the property in whatever state and condition the property is in, with all defects, both patent and latent, and with all faults, whether known or unknown, existing at the time or arising in the future. All repairs, inspections, surveys, or permits related to the property are at your own risk and expense.

None of the contingencies that might apply in a private sale of real estate apply to the auction of the property. If you are the highest bidder, your obligation to complete your purchase of the property will be subject only to the court's confirmation of the sale. You will not be able to make the sale subject to a financing contingency, an inspection contingency, an occupancy contingency, or any other contingency.

Interior Access

The interior of the property may be able to be inspected by you or your appraiser, lender, or real estate agent by appointment.

Registering to Bid

If you want to bid on a property, you must register in accordance with the website's registration requirements. When registering, you may not provide false information or impersonate, imitate or pretend to be someone else.

The PSO may require proof that your registration information is accurate. If you do not provide such proof, the PSO may terminate or suspend your use of the website. You may not bid on any property if you have been temporarily or permanently suspended from using the website.

The PSO may reject the use of any password, username, or email address for any reason.

You may register to bid only if you are able to form a legally binding contract to purchase real property under Ohio law. You cannot bid if you are a minor or incompetent or do not have the mental capacity or authority to enter into a contract to purchase real property.

If you are registering an entity, your registration constitutes a representation and warranty that you have the mental capacity to enter into a contract to purchase real property and actual authority to legally bind the entity to a contract to purchase real property. If you do not have this authority, you agree that you will be personally liable for your conduct.

If any of your registration information changes, you must update it promptly. Your failure to do so is at your own risk. You will not seek to hold anyone else liable for your failure to keep your registration information up to date.

Safeguarding Your Registration Information

You are solely responsible for safeguarding your registration information and for updating and maintaining it. You are responsible for all actions taken with the use of your registration information. You may not authorize or permit anyone else to access or use your registration information, and you may not access or use anyone else's registration information. You may not sub-license, transfer, sell, rent, or assign your registration information to any third party. Any attempt to do so will be null and void.

Bidding on Property

If you place a bid on a property, your bid is an indication of your intent to purchase the property for the amount of your bid plus the buyer's premium. If you are the highest bidder and the court confirms the sale, you will be obligated to complete your purchase of the property for the contract price in accordance with orders from the court, Ohio law, instructions from the PSO, and the terms of this agreement.

Brokers

Brokers must register for commission at <https://www.gryphonusa.com/broker-acknowledgement-form/>

Paying the Sale Deposit

If you are the highest bidder, you must pay the required sale deposit within twenty-four (24) hours of the end of the auction.

You must make your payment to the title company identified on the property details page and in the email sent to the highest bidder. Your payment must be made by wire transfer. You will receive wire transfer instructions. No other method of payment is permitted.

If you fail to pay the sale deposit, you will be in default of your obligation to purchase the property. Your default may subject you to contempt of court proceedings or other legal consequences, including potential liability for damages.

If the website shows an incorrect sale deposit, the PSO may correct the error and require you to pay the correct amount of the sale deposit.

The Buyer's Premium

If you are the highest bidder and a 10% buyer's premium applies to your purchase, the amount of the buyer's premium will be added to your bid to determine the contract price.

You agree that you will pay the contract price to complete your purchase of the property and that the buyer's premium will be paid to the PSO.

Extension of Auction Period

If bidding occurs in the final moments of the auction, the end of the auction will be extended automatically for successive fixed periods of time (the “Anti-Snipe Time”). The auction will end after no bidding occurs during the Anti-Snipe Time.

Auction Might be Cancelled or Postponed / Sale Might be Vacated

Because the property is subject to a court proceeding, the auction might be cancelled or postponed at any time or the court might vacate the sale after the auction takes place or decide to not confirm the sale. If you are the highest bidder, your purchase of the property might be delayed indefinitely or you might not be able to complete your purchase of the property. You will bear all risk of loss in these circumstances and will not seek to hold anyone liable for any costs, expenses, or losses you may incur.

The Highest Bidder

The PSO has sole and absolute discretion to determine the highest bidder, subject to the court's review of the results of the auction and the court's confirmation of the sale.

If you are the highest bidder, you will have to complete and sign a Purchaser Information Form and return it to the PSO within twenty-four (24) hours of the end of the auction.

Paying the Balance Due

If you are the highest bidder, you must pay the following amounts by the payment deadline: (1) the balance of the contract price, (2) county transfer taxes, (3) county deed recording fees, and (4) any costs, allowances, and taxes that the contract price is insufficient to cover.

The payment deadline is thirty (30) days after the court's confirmation of the sale.

You must make your payment to the title company identified on the property details page and in the email sent to the highest bidder. Your payment must be made by wire transfer. You will receive wire transfer instructions. No other method of payment is permitted.

Your wire transfer must reference the Auction ID No. and the property address.

The Deed

The PSO will convey title to the property via a Private Selling Officer's deed in accordance with section 5302.31 of the Ohio Revised Code. No warranties of title are made in connection with the conveyance of title.

If you wish to take title in the name of an entity, the PSO may require documentation or information relevant to an entity's purchase of real property, such as entity formation documents and resolutions authorizing the transaction, all of which must be complete and accurate at the time it is provided.

Title Insurance

If the property is subject to section 2329.191 of the Ohio Revised Code, the highest bidder is covered by title insurance applicable to foreclosure actions. Section 2329.191 of the Ohio Revised Code requires the plaintiff in a foreclosure action relating to residential property to file a Preliminary Judicial Report (a "PJR") with the court and to update it with a Final Judicial Report. The PJR is a guarantee of the record title only and is made for the use and benefit of the guaranteed party, as defined in the PJR, and the purchaser at the judicial sale, subject to all of the exclusions, exceptions, conditions, and stipulations set forth in the PJR.

A PJR does not provide the same coverage that an owner's title insurance policy provides. An owner's policy provides greater coverage. If you wish to obtain an owner's policy, you may contact the title company identified on the property details page for additional information. Any additional title insurance coverage will be solely at your expense.

Consequences of Defaulting on Your Purchase

If you default on your obligation to purchase the property by the payment deadline, then: (1) you agree to forfeit or pay the amount of the sale deposit to the plaintiff or judgment creditor who requested the sale of the property and further agree that such an amount is reasonable to cover the costs of your default, (2) you hereby consent to the personal jurisdiction of the court that ordered the sale of the property and agree to the issuance of an order from that court vacating the sale of the property, (3) you agree to pay damages to the plaintiff or the judgment creditor who requested the sale of the property in an amount equal to the difference between your contract price and the contract price at a subsequent sale of the property. You also acknowledge that, in addition to the foregoing, you may be held in contempt of court under section 2329.30 of the Ohio Revised Code and that your eligibility to use the website may be suspended or terminated. These consequences of default are in addition to any other remedies provided by law; you may be subject to other consequences not described in this agreement.

Disclaimers Regarding Information

The PSO has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property, including whether any information is complete, accurate, reliable, current, or error-free. All descriptions of properties on the website are based solely on visual observations or information available from public records and are provided solely for identification purposes.

Occupancy Status

No representations are made about whether the property is occupied. If you are the highest bidder, all eviction proceedings and other duties and responsibilities of a real

property owner and/or landlord, including compliance with federal, state or local laws, ordinances and regulations, will be your sole responsibility and obligation.

Jurisdiction of the Court

The property and the auction process are subject to the jurisdiction of a court (the "Court"), usually the Court of Common Pleas in the county in which the property is located. Your rights and obligations are governed and interpreted by the laws of the State of Ohio, other applicable law, orders from the Court (collectively, "Applicable Law"), and the terms and conditions of this agreement. If there is conflict between this agreement and Applicable Law, the conflict will be resolved in favor of Applicable Law.

This agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Ohio, without regard to its conflicts of law rules. Any allegation, controversy or claim arising from or relating to an auction of property or brought in connection with this agreement shall be brought in the Court or, if the Court no longer has jurisdiction over the Property, then in the Franklin County, Ohio, Court of Common Pleas or the United States District Court located in Franklin County, Ohio. You hereby irrevocably consent to the exclusive jurisdiction and venue of these courts. You agree to submit to the personal jurisdiction of these courts, and you agree not to assert the doctrine of *forum non conveniens* in any action in these courts.

Amendments to this Agreement

The PSO reserves the right to amend the terms of this agreement at any time. All amendments become effective upon posting to the website. If you object to any amendment, your sole recourse will be to stop using the website and/or participating in an auction on the website. Your continued use of the website and/or participation in any auction on the website constitutes your acknowledgement of the amendment and agreement to be bound by the terms and conditions of this agreement, as amended.

By registering to bid, I agree that I have read and understand the previous terms and conditions.

Online Only Foreclosure Auction

Light Industrial Building With Office Space



1170 Penny Street Columbus, OH 43201

The subject property is a total of 5,822 square foot, light industrial building that was constructed in 1994. The building is a free-standing masonry block facility with approximately 1,564 SF (27%) of office. The office is two stories with a small lobby, kitchen and two offices on the first floor and a bathroom and two larger office spaces on the second floor. The subject has two larger overhead doors which allow for a drive thru type use for the industrial space. There is an additional 782 SF of mezzanine space that is fairly basic and not included in the overall square footage. The warehouse area has ceiling heights of 24'. There is radiant hanging heat to the warehouse area, but not air conditioning. A six foot security fence surrounds the property. This property includes two parcels: 010-001825-00 and 010-231230-00. Appraised at \$410,000.00. Minimum bid is \$273,333.33.

Bid online thru Wed. Jan. 29 at 1pm

www.gryphonusa.com

Richard F. Kruse, Auctioneer

rfk@gryphonusa.com

614-774-4118

Contact: Jeremy Pratt

jgp@gryphonusa.com

614-885-0020



**** Brokers must pre-register buyers at GryphonUSA.com to earn commissions**

*A Buyer's Premium will be assessed to the purchaser for any third party sales

Parcel ID: 010-001825-00
STOX INVESTMENTS LLC

Map Routing: 010-C034 -013-00
1170 PENNY ST


YEAR-END PROCESSING

Due to year end processing, portions of the Franklin County Auditor website are under revision.

- 2019 taxes will be available once election results are certified and rates are computed by the State of Ohio, approximately mid-December.
- Special Assessment payoff amounts are available on the tax & payments tab.
- You may view 2018 tax and payment information by [clicking here](#).

Please contact our office at 614-525-4663 or e-mail auditorstinziano@franklincountyohio.gov with any questions.

OWNER

Owner	STOX INVESTMENTS LLC
Owner Address	1170 PENNY ST COLUMBUS OH 43201
Legal Description	1166 PENNY ST PAYNE HRS LOTS 3-7
Calculated Acres	.26
Legal Acres	0
Tax Bill Mailing	View or Change on the Treasurer's Website If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.
	View Google Map  Print Parcel Summary

MOST RECENT TRANSFER

Transfer Date	SEP-30-2009
Transfer Price	\$0
Instrument Type	AF

2019 TAX STATUS

Property Class	C - Commercial
Land Use	480 - COMMERCIAL WAREHOUSE
Tax District	010 - CITY OF COLUMBUS
School District	2503 - COLUMBUS CSD [SD Income Tax]
City/Village	COLUMBUS CITY
Township	
Appraisal Neighborhood	X1301
Tax Lien	No
CAUV Property	No
Owner Occ. Credit	2019: No 2020: No
Homestead Credit	2019: No 2020: No
Rental Registration	No
Board of Revision	No
Zip Code	43201

2019 CURRENT MARKET VALUE

	Land	Improvements	Total

Base	22,500	131,000	153,500
TIF			
Exempt			
Total	22,500	131,000	153,500
CAUV	0		

2019 TAXABLE VALUE

	Land	Improvements	Total
Base	7,880	45,850	53,730
TIF			
Exempt			
Total	7,880	45,850	53,730

2019 TAXES

Net Annual Tax	Total Paid	CDQ
0.00	5,569.29	2018

BUILDING DATA

Yr Built	Eff Yr	Stry	Structure Type	Sq Ft	Grade
1994	1997	01	WAREHOUSE	5,040	AVERAGE QUALITY
Total:				5,040	

SITE DATA

Frontage	Depth	Acres	Historic District
		.2583	

LAND CHARACTERISTICS

Lot Type	Act Front	Eff Front	Eff Depth	Acres
S1-SQUARE FOOT				.26

SITE CHARACTERISTICS

Property Status	Developed
Best Use Class	C - COMMERCIAL
Neighborhood	X1301
Elevation	Street Level
Terrain	Flat
Street / Road	Paved
Traffic	Normal
Utilities 1	6 - Public Utilities Available
Utilities 2	-
Utilities 3	-
Irregular Shape	No
Excess Frontage	No
Alley	No
Sidewalk	No
Corner Lot	No
Wooded Lot	No
Waterfront	No
View	No

COMMERCIAL BUILDING

Card Number	1
Building Address	1170 PENNY ST

Number Identical Buildings 1
 Structure Type WAREHOUSE
 Stories 01
 Garages
 Gross Sq. Ft. 5,040
 Number of Units
 Year Built 1994
 Effective Year 1997
 Year Remodeled
 Grade C - AVERAGE QUALITY

INTERIOR / EXTERIOR DETAIL

Sketch ID A0-1
 Floor From - To 01 - 01
 Use Code WAREHOUSE
 Wall Height 24
 Exterior Wall Type 03 - CONCRETE BLOCK
 Construction Type 1 - WOOD JOIST
 Construction Note A)1SCB
 Area (Sq Ft / Floor) 5,040
 Condition AVERAGE
 Interior Finish 100
 HVAC NORMAL, NONE
 Lighting NORMAL
 Plumbing NORMAL
 Sprinkler NONE

OTHER FEATURES

Sketch ID
 Structure Type Code EN1 - ENCLOSURE FD OFC
 Measurement 1 782
 Measurement 2 1
 Area 782
 Identical Units 1

Sketch ID
 Structure Type Code MZ1 - MEZZ OPEN FR LGT
 Measurement 1 782
 Measurement 2 1
 Area 782
 Identical Units 1

IMPROVEMENTS

C#	Code	Type	YrBlt	EffYr	Cond	Size	Area
1	FN1	FENCE CHAIN LINK LF -6	1994		AVERAGE	x	220
1	PA1	PAVING ASPHALT	1995		AVERAGE	x	5,000

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TAX STATUS

Property Class	C - Commercial
Land Use	480 - COMMERCIAL WAREHOUSE
Tax District	010 - CITY OF COLUMBUS
Net Annual Tax	0.00
Taxes Paid	5,569.29
CDQ Year	2018

2019 TAXABLE VALUE

	Land	Improvements	Total
Base	7,880	45,850	53,730
TIF			
Exempt			
Total	7,880	45,850	53,730

TAX YEAR DETAIL

	Annual	Adjustment	Payment	Total
Original Tax	0.00	0.00		
Reduction	0.00	0.00		
Adjusted Tax	0.00	0.00		
Non-Business Credit	0.00	0.00		
Owner Occupancy Credit	0.00	0.00		
Homestead Credit	0.00	0.00		
Current Tax	0.00	0.00	0.00	0.00
Prior	4,864.56	0.00	4,864.56	0.00
Penalty	220.55	463.17	683.72	0.00
Interest	7.56	13.45	21.01	0.00
SA	0.00	0.00	0.00	0.00
Total	5,092.67	476.62	5,569.29	0.00
1st Half	5,092.67	476.62	5,569.29	0.00
2nd Half	0.00	0.00	0.00	0.00
Future	0.00	0.00	0.00	0.00

PAYMENT HISTORY

To see your payment history, please visit the Treasurer's website by [clicking here](#).

TAX DISTRIBUTION

Property Class	C - Commercial
Land Use	480 - COMMERCIAL WAREHOUSE
Tax District	010 - CITY OF COLUMBUS
School District	2503 - COLUMBUS CSD
Township	
Vocational School	
City/Village	COLUMBUS CITY
Library	COL.&FRANKLIN COUNTY PUB LIB D
Other	

Parcel ID: 010-231230-00
 STOX INVESTMENTS LLC

Map Routing: 010-C034 -036-00
 YOEMAN AV


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OWNER

Owner	STOX INVESTMENTS LLC
Owner Address	1170 PENNY ST COLUMBUS OH 43201
Legal Description	YOEMAN STREET LOCKWIN 5' X 125' VAC ALLEY
Calculated Acres	.02
Legal Acres	0
Tax Bill Mailing	View or Change on the Treasurer's Website If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings. View Google Map  Print Parcel Summary

MOST RECENT TRANSFER

Transfer Date	SEP-30-2009
Transfer Price	\$0
Instrument Type	AF

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Property Class	C - Commercial
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School District	2503 - COLUMBUS CSD [SD Income Tax]
City/Village	COLUMBUS CITY
Township	
Appraisal Neighborhood	X1301
Tax Lien	No
CAUV Property	No
Owner Occ. Credit	2019: No 2020: No
Homestead Credit	2019: No 2020: No
Rental Registration	No
Board of Revision	No
Zip Code	43201

2019 CURRENT MARKET VALUE

	Land	Improvements	Total
--	------	--------------	-------

Base	1,300	0	1,300
TIF			
Exempt			
Total	1,300	0	1,300
CAUV	0		

2019 TAXABLE VALUE

	Land	Improvements	Total
Base	460	0	460
TIF			
Exempt			
Total	460	0	460

2019 TAXES

Net Annual Tax	Total Paid	CDQ
0.00	48.98	

SITE DATA

Frontage	Depth	Acres	Historic District
		.0143	

LAND CHARACTERISTICS

Lot Type	Act Front	Eff Front	Eff Depth	Acres
S1-SQUARE FOOT				.01

SITE CHARACTERISTICS

Property Status	Developed
Best Use Class	C - COMMERCIAL
Neighborhood	X1301
Elevation	Street Level
Terrain	Flat
Street / Road	Paved
Traffic	Normal
Utilities 1	6 - Public Utilities Available
Utilities 2	-
Utilities 3	-

Irregular Shape	No
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Corner Lot	No
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View	No

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Net Annual Tax	0.00
Taxes Paid	48.98
CDQ Year	

2019 TAXABLE VALUE

	Land	Improvements	Total
Base	460	0	460
TIF			
Exempt			
Total	460	0	460

TAX YEAR DETAIL

	Annual	Adjustment	Payment	Total
Original Tax	0.00	0.00		
Reduction	0.00	0.00		
Adjusted Tax	0.00	0.00		
Non-Business Credit	0.00	0.00		
Owner Occupancy Credit	0.00	0.00		
Homestead Credit	0.00	0.00		
Current Tax	0.00	0.00	0.00	0.00
Prior	42.88	0.00	42.88	0.00
Penalty	1.89	3.97	5.86	0.00
Interest	0.09	0.15	0.24	0.00
SA	0.00	0.00	0.00	0.00
Total	44.86	4.12	48.98	0.00
1st Half	44.86	4.12	48.98	0.00
2nd Half	0.00	0.00	0.00	0.00
Future	0.00	0.00	0.00	0.00

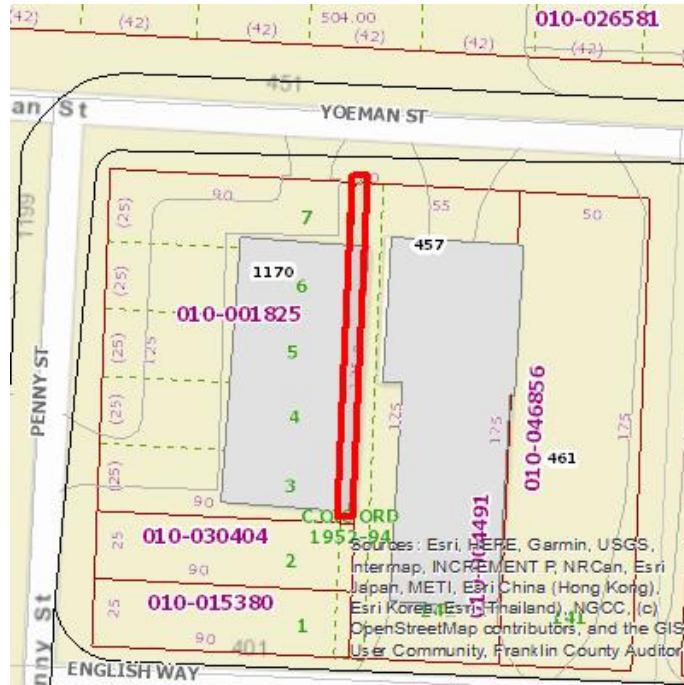
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Other	





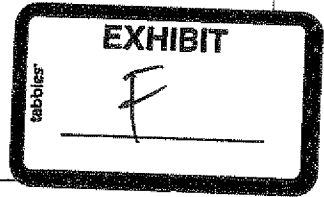
010-231230 03/11/2017

CHICAGO TITLE INSURANCE COMPANY

JUDICIAL REPORT NO. 38180393

ISSUING OFFICE:

Title Officer: April Fick
Chicago Title Company, LLC
1 S. Main St., Suite 250
Dayton, OH 45402
Phone: 5134899200
Main Phone: (937) 223-8378
Email: April.Fick@CTT.com



PRELIMINARY JUDICIAL REPORT

SCHEDULE A

DESCRIPTION OF LAND

For APN/Parcel ID(s): 010-001825-00 and 010-231230-00

PARCEL No. ONE (1)

Situated in the State of Ohio, County of Franklin, and in the City of Columbus:

Being Lots 3 thru 7, both inclusive, of Amanda Payne, PAYNE'S SUBDIVISION of LOTS 143 AND 144 OF SAMUEL DOYLE'S LOCKWIN ADDITION, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 1, page 3, Recorder's Office, Franklin County, Ohio.

PARCEL No. TWO (2)

Situated in the State of Ohio, County of Franklin, and in the City of Columbus:

Being the westerly 5' of an existing 10' alley, East of Penny Street, as shown on the record plat of Samuel Doyle's Lockwin Addition (P.B. 2, Page 3), beginning at the south line of Yoeman Street (50' wide) and terminating at a point 125.00' Southerly therefrom and containing 625 square feet.

END OF SCHEDULE A

PRELIMINARY JUDICIAL REPORT

SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

- 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 2. The legal description for this property may be subject to the requirement of a survey if the real estate description herein does not meet survey guidelines. If so, said property will require a new survey upon the next transfer.
- 3. Rights or claims of parties in possession not shown by the Public Records.

4. Note: The Company has made no examination of the Land for covenants, conditions, restrictions, easements, leases, if any, or other matters of record other than liens, and no coverage for said matters, express or implied, is provided herein.

5. Financing Statement from Stox Investments LLC (debtor) to Commerce National Bank, a Division of First Merchants Bank, N.A., (3650 Olentangy River Road, Columbus, OH 43214) (secured party), filed for record April 10, 2015, in Instrument No. 201504100045656, of the Franklin County Records.

6. Open-End Mortgage from Stox Investments LLC a/k/a Stox Investments L.L.C., to Commerce National Bank, a Division of First Merchants Bank, N.A., (3650 Olentangy River Road, Columbus, OH 43214), in the amount of \$258,105.42, and filed on April 10, 2015, and recorded in Instrument No. 201504100045970, of the Franklin County Records.

7. Assignment of Rents from Stox Investments LLC a/k/a Stox Investments L.L.C., to Commerce National Bank, a Division of First Merchants Bank, N.A., (3650 Olentangy River Road, Columbus, OH 43214), to secure the amount of \$258,105.42, and filed on April 10, 2015, and recorded in Instrument No. 201504100045973, of the Franklin County Records.

8. Liens in favor of the State of Ohio filed, but not yet indexed in the dockets of the Franklin County Common Pleas Clerk.

9. Tax Certificate Lien in favor of Woods Cove LLC, (2000 Avenue of the Stars, 9th floor S, Los Angeles, CA 90067-4700) and against Stox Investments LLC, in the amount of \$12,747.63, plus interest and costs, filed for record November 18, 2010 in Instrument No. 201011180155670, in the Franklin County Records.

Assignment of Tax Certificate to Lakeside REO Ventures, LLC, (9200 W. Sunset Blvd., Suite 900, Los Angeles, CA 90069), filed for record June 27, 2014, in Instrument No. 201406270081365, of the Franklin County Records.

Satisfaction of Tax Certificate filed for record June 27, 2014, in Instrument No. 201406270081365, of the Franklin County Records.

NOTE: The Satisfaction of Tax Certificate, referenced above, referred to the instrument number of the "assignment", rather than the instrument number of the original tax lien certificate.

CHICAGO TITLE INSURANCE COMPANY

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SCHEDULE B
(continued)

10. Tax Certificate Lien in favor of Woods Cove LLC, (2000 Avenue of the Stars, 9th floor S, Los Angeles, CA 90067-4700) and against Stox Investments LLC, in the amount of \$10,569.61, plus interest and costs, filed for record September 9, 2011, in Instrument No. 201109090112974, in the Franklin County Records.

Assignment of Tax Certificate to Lakeside REO Ventures, LLC, (9200 W. Sunset Blvd., Suite 900, Los Angeles, CA 90069), filed for record October 28, 2013, in Instrument No. 201310280180644, of the Franklin County Records.

Satisfaction of Tax Certificate filed for record February 28, 2014, in Instrument No. 201402280024742, of the Franklin County Records.

Satisfaction of Tax Certificate filed for record March 20, 2014, in Instrument No. 201403200033825, of the Franklin County Records.

Satisfaction of Tax Certificate filed for record June 27, 2014, in Instrument No. 201406270081354, of the Franklin County Records.

NOTE: The Satisfaction of Tax Certificate, referenced above, referred to the instrument number of the "assignment", rather than the instrument number of the original tax lien certificate.

11. Certificate of Judgment Lien in favor of First Merchants Bank, (c/o Jeremy R. Mason, P.O. Box 498367, Cincinnati, OH 45249) and against Stox Investments LLC, in the amount of \$240,776.37, plus interest and costs, filed for record August 6, 2018 in Judgment Docket 18JG035795, in the Franklin County Records.

ATTORNEY:
Jeremy R. Mason
Mason Schilling Mason
5181 Natorp Blvd, Suite 202
P.O. Box 498367
Cincinnati, OH 45249

12. Property taxes and any assessments collected with taxes are as follows:

Tax Parcel Description: Lots 3-7 Paynes sub
Tax Identification No.: 010-001825-00
Name: Stox Investments LLC
Year: 2017
1st half: \$2,210.08 are paid
2nd half: \$2,210.08 partially paid, \$453.50 remains due and delinquent plus penalties.

Please contact the Franklin County, Treasurer for payoff amount.

Land: \$7,880.00
Improvements: \$45,850.00

CHICAGO TITLE INSURANCE COMPANY

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SCHEDULE B

(continued)

13. Property taxes and any assessments collected with taxes are as follows:

Tax Parcel Description: 5 x 125 vatacted alley
 Tax Identification No.: 010-231230-00
 Name: Stox Investments LLC
 Year: 2017
 1st half: \$18.92 are paid
 2nd half: \$18.92 partially paid, \$5.12 remains due and delinquent plus penalties.

Please contact the Franklin County, Treasurer for payoff amount.

Land Only: \$460.00

14. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018.

Tax Identification No.: 010-001825-00 and 010-231230-00

13. a. Taxes or special assessments which are not shown as existing liens by the Public Records.
 b. Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

15. Certificate of Judgment Lien in favor of First Merchants Bank, (c/o Jeremy R. Mason, P.O. Box 498367, Cincinnati, OH 45249) and against Stox Investments LLC etal, in the amount of \$18,546.75, plus interest and costs, filed for record August 17, 2018 in Judgment Docket 18JG037161, in the Franklin County Records.

ATTORNEY:
 Jeremy R. Mason
 Mason Schilling Mason
 5181 Natorp Blvd, Suite 202
 P.O. Box 498367
 Cincinnati, OH 45249

END OF SCHEDULE B

CHICAGO TITLE INSURANCE COMPANY**JUDICIAL REPORT NO. 38180393****CONDITIONS AND STIPULATIONS
OF THIS PRELIMINARY JUDICIAL REPORT****1. DEFINITION OF TERMS**

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. DETERMINATION OF LIABILITY

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. LIABILITY OF COMPANY

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. NOTICE OF CLAIM TO BE GIVEN BY GUARANTEED PARTY

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. EXTENT OF LIABILITY

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Claimant. Any and all payments under this Report shall reduce the amount of this Report pro tanto and the Company's liability shall terminate when the total amount of the Report has been paid.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- b. To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. NOTICES

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

EXCLUSIONS FROM COVERAGE

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

END OF CONDITIONS AND EXCLUSIONS



201504100045656
 Page: 3 \$20.00 120150023910
 04/10/2015 11:07 AM Electronic Recording
 Terry L. Brown
 Franklin County Recorder PSRP

UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

First Merchants Bank
 ATTN: Loan Operations - Documents
 P. O. Box 7011
 Muncie, IN 47308

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
 Stox Investments LLC.

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

476 Jackson St Columbus OH 43205-1364 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
 Commerce National Bank, a Division of First Merchants Bank, N.A.

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3850 Olentangy River Road Columbus OH 43214 USA

4. COLLATERAL: This financing statement covers the following collateral:

All fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailor/Batee Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

