

# ALTA Commitment Form

## COMMITMENT FOR TITLE INSURANCE

Issued by

### STEWART TITLE GUARANTY COMPANY

#### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THIS DOCUMENT CONSTITUTES A STATEMENT OF THE TERMS AND CONDITIONS ON WHICH A TITLE INSURER IS WILLING TO ISSUE A POLICY OF TITLE INSURANCE IF THE TITLE INSURER ACCEPTS THE PREMIUM FOR THE POLICY.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Authorized Countersignature  
Alex Bryan  
PM Title, LLC, OH1020273  
90 S High Street  
Suite D  
Dublin, OH 43017

  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO  
\_\_\_\_\_  
David Hisey  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 2022-3-20139

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

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## COMMITMENT FOR TITLE INSURANCE

### *Transaction Identification Data for reference only:*

Issuing Agent: PM Title, LLC  
Issuing Office: 90 S High Street, Suite D, Dublin, OH 43017  
ALTA® Universal ID: 17214323  
Loan ID Number: 0  
Issuing Office File Number: 2022-3-20139  
Property Address: 4377 Limerick Lane, Dublin, OH 43017  
Revision Number:

### SCHEDULE A

**File No.: 2022-3-20139**

**Loan No.: 0**

1. Effective Date: 09/20/2022 at 8:00 AM
2. Policy or Policies To Be Issued: Amount of Insurance
  - a. ALTA Homeowner's Policy \$400,000.00  
Proposed Insured: **Chris Davis**
  - b. ALTA Loan Policy \$400,000.00  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is: fee simple
4. Title to the said estate or interest in the land is at the Effective Date vested in:  
Carolyn K. Klein by deed from Paul W. Klein dated 12/12/1994 and recorded with Franklin County Recorder on 12/21/1994 in OR Volume 28146 Page D15.  
  
and also  
  
Paul W. Klein and Carolyn K. Klein by deed from Lane Construction Company dated 03/13/1967 and recorded with Franklin County Recorder on 03/20/1967 in Deed Volume 2795 Page 197.
5. The land referred to in this Commitment is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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By: \_\_\_\_\_

Authorized Countersignature  
Alex Bryan

PM Title, LLC, OH1020273

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

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## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B Part I - Requirements

File No.: 2022-3-20139

Loan No.: 0

The following are the requirements to be complied with:

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.
5. Record instrument conveying or encumbering the estate or interest to be insured, briefly described:
  - A. Warranty Deed from Carolyn K. Klein to Chris Davis.
  - B. Mortgage from Chris Davis to TBD.
6. Pay us the premiums, fees and charges for the policy.
7. Compliance with Terms and Conditions of Guardianship of Christopher Daviis, filed December 10, 1986 as Case No. 518272, Franklin County, Ohio, Probate Court.
8. Payment of the full consideration to, or for the account of, the Grantors or Mortgagor.
9. You must tell us in writing the name of anyone not referred to in the commitment who will get an interest in the land or who will make a loan of the land. We may then make additional requirements or exceptions.
10. Review of properly executed and recorded power of attorney (if a power of attorney is to be used in order to facilitate the subject transaction).

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## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B Part II – Exceptions

File No.: 2022-3-20139

Loan No.: 0

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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. 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.
3. 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.
4. 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.
5. Any facts, rights, interest, or claims which are not shown by public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
6. Easements or claims of easements not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the public records.
8. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
9. Rights of the Public, State of Ohio, County and Municipality in and to that part of the premises taken or used for road purposes.
10. 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

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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 interests that are not listed.

11. Any loss or damage arising out of a determination by County Auditor, Engineer, or Tax Map Office requiring a survey on any subsequent transfers.
12. Any liens or rights to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
13. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer or (b) a preferential transfer.
14. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restriction recorded in Plat Book 36, Page 112, of the Franklin County Recorder's Office, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons. These Covenants, Conditions and Restrictions also provide that any violation thereof shall not defeat or render invalid the lien of the insured mortgage.
15. The Franklin County Auditor Reports the following:  
Parcel No.: 273-000610-00  
Assessed Land Value: \$55,200  
Assessed Bldg. Value: \$130,100  
Homestead Exemption (Y/N) Y (\$307.40/per half - Installment amounts below reflect reduction)  
CAUV Exemption (Y/N) N  
Tax Year: 2021  
1st half is paid in the amount of \$6,213.65  
2nd half is paid in the amount of \$6,213.65  
  
1st half taxes are due on January 31st  
2nd half taxes are due on June 21st
16. Taxes for the current year.
17. 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).
18. Restrictive covenants affecting the property described in Schedule A.
19. See Tax Card for special assessments and additional information. We have made no search for uncertified special assessments.
20. Guardianship of Christopher Daviis, filed December 10, 1986 as Case No. 518272, Franklin County, Ohio, Probate Court.
21. NOTE: Please contact the necessary taxing authorities to obtain the status of current year taxes and prior year(s) taxes, including local municipality and city taxes. If this is a sale, also contact the necessary

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authorities for water, sewer and municipal lien letters (as well as any other certificates, permits, etc. as required by the locality-municipality) to ascertain any amounts due/payable prior to closing.

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## Exhibit A

File No.: 2022-3-20139

Loan No.: 0

Situated in the Township of Washington, County of Franklin, and in the State of Ohio:

Being Lot Number Sixteen (16), LANCASHIRE SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 36, Page 112, Recorder's Office, Franklin County, Ohio.

Parcel No.: 273-000610-00

Property Address: 4377 Limerick Lane, Dublin, Ohio 43017

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