

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

0 County Road 11, Liberty Center, OH

Revised Date:

Number of Revisions:

Commitment No.: **840206**

1. Effective Date: **August 21, 2023, at 7:30 am**

2. The policy or policies to be issued are: POLICY AMOUNT

(a) ALTA Owner's Policy of Title Insurance (6/17/06) **\$0.00**

Proposed Insured: **To be Determined**

(b) ALTA Loan Policy 2006 **\$0.00**

Proposed Insured: **To Be Determined**

3. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple

4. Title to the estate or interest in the land is at the effective date vested in:
Diana Kay Smith and Steven Neil Veigel (OR 186, page 1204) (OR 187, page 20)

5. Legal description of the land:

SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

Situated in the Township of Liberty, County of Henry and State of Ohio and known as:

The South Half (1/2) of the Northeast Quarter (1/4) and the North Half (1/2) of the Southeast Quarter (1/4) of Section 29, Town 6 North, Range 7 East, Liberty Township, Henry County, Ohio, containing 160 acres of land, LESS AND EXCEPT that part of the following described parcel located in the North Half (1/2) of the Southeast Quarter (1/4):

A parcel of land situated in the Southeast Quarter (1/4) of Section 29, Town 6 North, Range 7 East. Liberty Township, Henry County, Ohio and which is more particularly described as follows:

Commencing at an iron pin over a cornerstone in the Southeast corner of said Section 29;

thence North 0° 00' East on and along the East line of the Southeast Quarter (1/4) of said Section 29, a distance of 1,150.00 feet to an iron pin and the place of beginning;

thence North 89° 30' West a distance of 222.00 feet to an iron pin;

thence North 0° 00' East and parallel with the East line of the Southeast Quarter (1/4) of said Section 29, a distance of 537.00 feet to an iron pin;

thence South 89° 30' East a distance of 222.00 feet to an iron pin on the East line of the Southeast Quarter (1/4) of said Section 29;

thence South 0° 00' West on and along the East line of the Southeast Quarter (1/4) of said Section 29, a distance of 537.00 feet to an iron pin and the place of beginning, containing 2.736 acres of land, more or less, but subject to all legal highways and easements of record.

Containing 158.099 acres of land, more or less after said exception, 80 acres more or less, in the South Half (1/2) of the Northeast Quarter (1/4) and 78.099 acres, more or less, in the North Half (1/2) of the Southeast Quarter (1/4) of said Section 29.

Parcel No. 26-290024.0000

Property Address: 0 County Road 11, Liberty Center, OH 43532

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SCHEDULE B - SECTION I REQUIREMENTS

Commitment No: **840206**

Effective Date: **August 21, 2023**

The following are the requirements to be complied with:

- a. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured..
- b. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
- c. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 1. Legal Description contained on transfer deed to be verified with the Henry County Tax Map Department prior to closing of transaction for verification that legal description will pass transfer.
 2. Proper evidence to be submitted to us for our examination that caption premises is free from encumbrance by the Medicaid Estate Recovery Program as to decedent, Kathleen J. Veigel (shown at Item 10 of Schedule B Section II).
 3. Record a duly executed deed from Diana Kay Smith and Steven Neil Veigel and their respective spouses, if any, to a bona fide purchaser.
 4. Record a duly executed mortgage from said bona fide purchaser to a bona fide lending institution.
- d. 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 or exceptions.

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SCHEDULE B - SECTION II EXCEPTIONS

Commitment No: **840206**

Effective Date: **August 21, 2023**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Survey coverage will be provided on the loan policy to be issued hereunder.

Owner's policy to be issued hereunder is subject to any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.

4. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records
6. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, or Municipality, Township or other taxing authority including but not limited to Board of Revision or other administrative proceedings.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas coal and other mineral interest together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. The property address and tax parcel identification number set forth in Schedule A as listed, are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.
10. By Affidavit filed for record July 6, 2023 and recorded in Volume 331 of Official Records, page 4770, stating that Kathleen J. Veigel, who held a Life Estate Interest in caption premises by Volume 186 of Official Records, page 1204 and Volume 187 of Official Records, page 20, died June 6, 2023.
NOTE: We are unable to determine if caption premises is subject to encumbrance by the Ohio Medicaid Estate Recovery Program.

11. Parcel No. 26-290024.0000
Taxes for the first half of the year 2022 in the amount of \$3,021.80 are **paid**.
Taxes for the last half of the year 2022 in the amount of \$3,021.80 are **paid**.
Taxes for the year 2023 are a lien, but not yet due or payable.

Total due to bring taxes current, including current tax due, delinquencies, penalties, and interest, if any, is **\$0.00**.

NOTE: If taxes are shown as unpaid or delinquent above, the Henry County Treasurer must be contacted at 419-592-1851 for exact payoff figures.

NOTE: The above taxes reflect the House Bill Credit #920 and the State Rollback Credit on each half tax.

NOTE: The above taxes are based on Agricultural Use under Ohio Revised Code Section 5713.31 and may be subject to recoupment charges.

ALTA Owners Policy is also subject to:

We have made no examination for taxes or assessments, which do not appear on the current tax duplicate.

NOTE: The above taxes are taken from the Treasurer's computer. The 2023 tax duplicate is not yet available; therefore, we assume no liability for the accuracy of said computer.

12. Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.
13. Oil and Gas Lease recorded in Volume 18 of Leases, page 785.
NOTE: Assignments recorded in Volume 15 of Miscellaneous Records, pages 225, 286, 395 and 484.
14. Grant of Right of Way to Tri County Rural Electric Cooperative, Inc. recorded in Volume 131 of Deeds, page 103.
15. Easement to Ohio Gas Company of Bryan, Ohio recorded in Volume 177 of Deeds, page 459.
16. Drainage Easement between Lonnie Dishop, et al and Fred Veigel recorded in Volume 200 of Deeds, page 391.
17. Any inaccuracy in the specified quantity of acreage contained on any survey, if any, or contained within the legal description of premises insured herein.
18. Please be informed that the actual value of the interest insured hereunder must be disclosed, approved by the Company, and entered as the amount of the policy to be issued. During the interim, liability hereunder for detrimental reliance is hereby limited to the amount actually paid for this commitment.

NOTE: If Policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions or Insured Closing Service for compliance with

the requirements of any consumer protection or truth in lending law in connection with said mortgage loan.

NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.



ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

Issued through the Office of
Louisville Title Agency for N.W. Oho, Inc.

Authorized Signatory

ORT Form 4690 6/06 Rev. 8-1-16
ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

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.
- (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.

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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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