



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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 EXTRACONTRACTUAL 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, First American Title Insurance Company, a Nebraska 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 Amount of Insurance 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D DeGiorgio, President

By: 
Lisa W Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “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.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of 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; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **ValMer Land Title Agency, LLC**
Issuing Office: **ValMer Land Title Agency, LLC**
Issuing Office's ALTA® Registry ID: **1122991**
Loan ID Number:
Commitment Number: **52177257**
Issuing Office File Number: **52177257**
Property Address: **2067 Co. 170 Rd., Marengo, OH 43334**
Revision Number: **1**

SCHEDULE A

1. Commitment Date: **November 27, 2024, at 6:59 am**
2. Policy to be Issued:
 - a. ☒ 2021 ALTA® Owner's Policy
Proposed Insured: **TO BE DETERMINED**
Proposed Amount of Insurance:
The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in **Scot Evans and Beth Mandeville**


SOURCE OF TITLE:

Official Record 1118, page 105
Official Record 981, page 778
Official Record 937, page 609
Recorder's Office, Morrow County, Ohio

and, as disclosed in the Public Records, has been since **December 13, 2018**

5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Authorized Signatory

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EXHIBIT A

Situated in the Township of Harmony, County of Morrow and State of Ohio being in the West part of Lot Thirty-Three (33) Range 16, Township 7, Quarter 4 and described as follows:

Beginning at a spike in the southwest corner of Lot #33 in the centerline of County Road No. 170 and Township Road No. 191, said point being in the south line of Harmony Township;

Thence North 4 Degrees 57' East along the west line of Lot #33 and the centerline of County Road No. 170, a distance of 1252.50 feet to a survey nail;

Thence South 85 Degrees 30' East and passing an iron pipe at 25.00 feet for a total distance of 528.20 feet to an iron pipe;

Thence south 3 Degrees, 46 West and passing an iron pipe at 1222.57 feet for a total distance of 1252.57 feet to a survey nail in the south line of Lot #33 in the centerline of Township Road No. 191 and the Township Line common to Harmony and Bennington Township;

Thence North 85 Degrees 30' West along said line a distance of 554.15 feet to a spike in the southwest corner of said Lot #33 and place of beginning, containing 15.560 acres of land more or less.

Harold W. Clase, Reg. Surveyor No. 5473

EXCEPTING THEREFROM THOSE PARTS THEREOF DESCRIBED AS FOLLOWS:

Tract A

#1: Being a part of Lot 33, Quarter 4, T-7-N, R-16-W; Harmony Township, Morrow County, State of Ohio, and more particularly described as follows:

Commencing at a railroad spike found at the intersection of County Road #170 and Township Road #191; this also being the S.W. corner of lot 33;

Thence South 85 Degrees, 30 minutes, 00 seconds East; with the South line of Lot 33 and with said Township Road #191, a distance of 114.15 feet to a railroad spike set and the true place of beginning;

Thence North 03 degrees, 46 minutes, 00 seconds East; crossing an iron pin set at 30.00 feet, a total distance of 200.00 feet to an iron pin set:

Thence South 85 degrees, 30 minutes, 00 seconds East; a distance of 220.00 feet to an iron pin set;

Thence South 03 degrees, 46 minutes, 00 seconds West; crossing an iron pin set at 170.00 feet, a total distance of 200.00 feet to a railroad spike set in the centerline of Township Road #191 and the South line of Lot 33;

Thence North 85 degrees, 30 minutes, 00 seconds West; with said center and lot lines, a distance of 220.00 feet

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to the place of beginning.

Containing 1.01 acres of land, more or less, and subject to all legal highways, easements, restrictions, and agreements of record.

All set iron pins are solid, 5/8 inch, and bear a plastic cap stamped "Garverick L.S. 6816". Prior Deed: Volume 241, page 134, and Volume 248, page 112.

The above description is based upon a survey by Jan K. Garverick, L.S. 6816, Dated May 5, 1988.

Tract B

#2: Being a part of Lot 33, Quarter 4, T-7-N, R-16-W; Harmony Township, Morrow County, State of Ohio, and more particularly described as follows:

Commencing at a railroad spike found at the intersection of County Road #170 and Township Road #191; this also being the SW corner of Lot 33;

Thence south 85 Degrees 30 minutes 00 seconds East, with the south line of Lot 33 and with said Township Road #191, a distance of 334.15 feet to a railroad spike set and the true place of beginning;

Thence North 03 Degrees 46 minutes 00 seconds past, crossing an iron pin set at 30.00 feet, a total distance of 200.00 feet to an iron pin set;

Thence South 85 Degrees 30 minutes 00 seconds East, a distance of 220.00 feet to an iron pin set;

Thence South 03 Degrees 46 minutes 00 seconds West, with Grantor's east line and crossing an iron pipe found at 170.00 feet, a total distance of 200.00 feet to a point in the center line of Township Road #191 and the south line of Lot 33;

Thence North 85 Degrees 30 minutes 00 seconds West, with said center and lot lines, a distance of 220.00 feet to the place of beginning.

Containing 1.01 acres of land, more or less, but subject to all legal highways, easements, restrictions, and agreements of record.

All set iron pins are solid, 5/8 inch, and bear a plastic cap stamped "Garverick L.S. 6816". Prior Deed: Volume 241, page 134, and Volume 248, page 112.

The above description is based upon a survey by Jan K. Garverick, L.S. 6816, Dated May 5, 1988.

#3: Being a part of Lot 33, Quarter 4, Township 7 North, Range 16 West; Harmony Township, Morrow County, State of Ohio and more particularly described as follows:

Commencing at a railroad spike found at the S.W. corner of Lot 33; This also being the intersection of

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County Road #170 and Township Road #191;

Thence South 85 Degrees, 30 minutes, 00 seconds East; with the south line of Lot 33 and the center of Township Road #191, a distance of 114.15 feet to a railroad spike found;

Thence North 03 Degrees 46 minutes, 00 seconds East, with a division line and crossing an iron pin found at 30.00 feet, a total distance of 200 feet to an iron pin found and the true place of beginning;

Thence North 03 Degrees, 46 minutes, 00 seconds East, a distance of 100.00 feet to an iron pin set;

Thence South 85 Degrees, 30 minutes, 00 seconds East, a distance of 440.00 feet to an iron pin set;

Thence South 03 Degrees, 46 minutes, 00 seconds West, with Grantor's East line, a distance of 100.00 feet to an iron pin set;

Thence North 85 Degrees, 30 minutes, 00 seconds West, with Grantor's south line and crossing an iron pin found at 220.00 feet, a total distance of 440.00 feet to the place of beginning.

Containing 1.01 acres, more or less, and subject to all legal highways, easements, right-of-ways, restrictions, and agreements of record.

Prior Deed: Volume 293, page 242.

Basis of Bearings: Recorder's Plat Book 17 Page 414 - The South line of Lot 33 as South 85 Degrees, 30 minutes, 00 seconds East.

The above description is based upon a survey by Jan K. Garverick, LS 6816, Dated April 17, 1990.

THE PREMISES DESCRIBED HEREIN CONTAINING, AFTER SAID EXCEPTIONS, 12.53 ACRES, MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. **Warranty Deed from Scot Evans and Beth Mandeville, with proper marital status and release of dower, if necessary, to TO BE DETERMINED.**
 - b. **NOTE: The Engineer/Auditor may require a new survey of the subject premises.**
5. **Properly executed release or satisfaction of the insured premise(s) from mortgage(s) as shown in Schedule B, Section 2.**

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. **The lien of all taxes for the year 2024, but which are not yet due and payable.**
10. **Taxes for the year 2023 are as follows: AS TO PARCEL NUMBER H22-001-00-132-01: First half taxes are PAID in the amount of \$3,367.54; Second half taxes are PAID in the amount of \$3,367.54. (VALUATIONS: Land \$62,690.00; Building \$115,990.00; TOTAL \$178,680.00).**
11. **911 Assessment for the year 2023 is as follows: First Half is PAID, in the amount of \$25.00; Second Half is PAID, in the amount of \$25.00.**

NOTE: Call the treasurer/auditor for future assessments.

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12. Mortgage from Scot Evans, unmarried man, to Mortgage Electronic Registration Systems, Inc. as nominee for Fairway Independent Mortgage Corp., dated December 12, 2018, filed for record December 13, 2018, at 1:17 pm, and recorded in Official Record 937, page 613, Recorder's Office, Morrow County, Ohio, to secure \$198,840.00.
13. Certificate of Judgment Number 2024 CJ 00135 - Barbara A. Macerato vs Scot Evans, dated August 1, 2024, filed for record November 21, 2024 in the amount of \$20,852.38, plus interest and cost.
14. Certificate of Judgment Number 2023 ESL 01185 (Acct 20852793) - State of Ohio vs Nathan C. Mandeville and Beth Mandeville, dated October 20, 2023, filed for record October 20, 2023 in the amount of \$339.37, plus interest and cost.
15. Easement to Consolidated Cooperative of record in Official Record 1080, page 191.
16. We do not affirmatively insure the quantity of acreage set forth in the description referred to in Schedule A.
17. Any portion of the subject property lying within the boundaries of any road or roadway, public or private.
18. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
19. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.

NOTE: No liability is assumed by Company for ascertaining the status of utility charges, and the insured is cautioned to obtain the current status of these payments.

FOR INFORMATIONAL PURPOSES ONLY:

GRANTOR:	Nathan Mandeville, deceased
GRANTEE:	Scot Evans and Beth Mandeville
DATE FILED:	November 27, 2024
RECORDED:	Official Record 1118, page 105 Recorder's Office, Morrow County, Ohio

GRANTOR:	Scot Evans
GRANTEE:	Scot Evans, Beth Mandeville and Nathan Mandeville
DATE FILED:	July 9, 2020
RECORDED:	Official Record 981, page 778 Recorder's Office, Morrow County, Ohio

GRANTOR:	Steven A. Roberts and Cumi L.Roberts
GRANTEE:	Scot Evans
DATE FILED:	December 18, 2018
RECORDED:	Official Record 937, page 609 Recorder's Office, Morrow County, Ohio