



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND 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, Westcor Land Title Insurance Company, a(n) South Carolina 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.

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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

- 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;
 - 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 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.

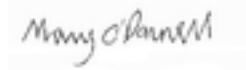
This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.


- 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.
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>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

WESTCOR LAND TITLE INSURANCE COMPANY
875 Concourse Parkway South Suite 200, Maitland,
FL 32751




By: _____
President


By: _____
Secretary

PRELIMINARY

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Cbus Title Agency, LLC
 Issuing Office: 65 West Olentangy Street, Suite A
 Powell, OH 43065
 Issuing Office's ALTA® Registry ID: 1046519
 Loan ID Number:
 Commitment Number: Pre-25-187
 Issuing Office File Number: Pre-25-187
 Property Address: 3rd St N, Coshocton, OH 43812
 Revision Number:

SCHEDULE A

1. Commitment Date: April 4, 2025 at 8 am
2. Policy to be issued:
 - (a) 2021 ALTA Homeowner's Policy
 Proposed Insured: **tbd tbd**
 Proposed Amount of Insurance: **\$**
 The estate or interest to be insured: **Fee Simple**
 - (b) 2021 ALTA Loan Policy
 Proposed Insured:
 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:
 Patricia N. Wooddell and Wayne V. Wooddell
5. The land is described as follows:
 The land is described as set forth in Exhibit A attached hereto and made a part hereof.

CBUS TITLE AGENCY, LLC

65 West Olentangy Street, Suite A, Powell, OH
 43065
 Telephone: (614) 880-9327

Countersigned by:

Leigh A. Shann, License #610382
 Cbus Title Agency, LLC, License #27353

WESTCOR LAND TITLE INSURANCE COMPANY

875 Concourse Parkway South Suite 200, Maitland,
 FL 32751



By: Mary O'Connell
 President

By: [Signature]
 Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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.

Duly authorized and executed Deed from Patricia N. Wooddell and Wayne V. Wooddell, wife and husband, to tbd tbd, to be executed and recorded at closing.

Duly authorized and executed Mortgage from tbd tbd, to _____, securing its loan in the amount of \$_____.

5. A mortgage to U.S. Bank National Association dated February 19, 2021 in the original principal amount of \$375,000.00 and recorded on March 2, 2021 in Book 783, Page 3384 in the official records of Coshocton County Recording Office, to be paid with proceeds of loan and released.
6. Receipt of Owners/Sellers Standard Affidavit, relative to recent improvements, occupancy and matters of title, in a form acceptable to the Company.
7. If the Company has been requested to limit the exception for rights of tenants to rights of tenants, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the Company that there are no rights of first refusal or options to purchase in favor of any tenant.
8. The Company requires evidence that all association fees and assessments, if any, currently due and owing have been paid.
9. ENGINEER'S APPROVAL:
 - (a). The insured legal description must be approved by the County/City Engineer's Office and attached to the instrument of conveyance, prior to closing and recording.
 - (b). Failure to attach the County/City Approved legal description to the instrument of conveyance, may create a substantial delay in recordings.
10. The application does not disclose buyer name(s) or buyer entity; that will be acquiring title to subject premises; therefore (a). Satisfactory evidence as to the existence of the persons or entity to be insured, must be submitted to Company, prior to closing. (b). There are consequences of failure to provide the proposed named insured to be a properly formed legal entity capable of holding title to premises.
11. Proper instruments creating the estate or interest to be insured must be executed and duly filed for record to wit:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

- (a). A properly executed deed from Patricia N. Wooddell and Wayne V. Wooddell, and spouse(s), if any, to (To Be Determined), in applicable loan amount.
- (b). A properly executed mortgage from Tbd Tbd, and spouse(s), if any, to (To Be Determined), in applicable loan amount.

PRELIMINARY

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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, interest, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by person 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 lien, for services, labor, or material heretofore or hereafter furnished, 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. 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 Policy. (NOTE: This exception will only appear in the final loan policy.)
7. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
8. Taxes and Assessments that become a lien against the property after the Date of Policy. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land or usage, or loss of any homestead exemption status of the Land.
9. Rights of tenants, if any, under any unrecorded leases.
10. No liability is assumed by the Company for ascertaining the status of Utility Charges, and the insured is cautioned to obtain the current status of these payments.
11. Covenants, Conditions, Restrictions, Easements, Setback and Building Lines and any amendments thereto as disclosed in the Plat of Coshocton, recorded on February 27, 1894 in Book 1, Page 27, in the County Recorder's Office. We delete any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
12. Any inaccuracy in the area, square footage, or acreage of the Land or attached plat, if any. The Company does not

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

insure the area, square footage, or acreage of the Land.

13. Open End Mortgage from Patricia N. Wooddell and Wayne V. Wooddell, husband and wife to U.S. Bank National Association in the amount of \$375,000.00 dated February 19, 2021 and recorded on March 2, 2021 in Book 783 Page 3384, in the County Recorder's Office.

(a). In the event any lien to be paid, satisfied and released of record is an Equity Line or Future Advance Mortgage, we require a written payoff request authorized and signed by the mortgagor to the lender requesting the payoff amount and instructing the lender, upon receipt of the request, to freeze the account, make no further advances and to record a discharge of mortgage upon receipt of payoff funds.

(b). Prior to or at closing, submit an affidavit by seller attesting that seller has made no withdrawals by check, draft, electronic transfer or otherwise that would increase the balance due since the provision of a payoff amount for the account.

Caption premises and more land

14. Taxes and assessments for the second half 2024 and subsequent years, which are not yet due and payable.

2024 Tax Duplicate for Parcel Number 043-00001622-00;

The first installment tax in the amount of \$75.00, including current assessments, if any, is Paid.

The second installment tax in the amount of \$75.00, including current assessments, if any, is Unpaid.

Assessed Values:

Land: \$3,550.00 Total: \$3,550.00

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject 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 payments.

Taxes or assessments approved, levied, or enacted by the State, County, Municipality, Township 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 any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

15. 24 MONTH CHAIN OF TITLE:

Warranty Deed from Paradigm Energy, LLC, an Ohio limited liability company to Patricia N. Wooddell and Wayne V. Wooddell, for their joint lives, remainder to the survivor of them, recorded March 2, 2021, as Book 783 Page 3372 in the office of the Recorder of Coshocton County, Ohio.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

EXHIBIT "A"

The Land referred to herein below is situated in the County of Coshocton, State of Ohio and is described as follows:

Being the North one-half (1/2) of lot numbered eighty-six (86) at the original plat of Coshocton as the said lot is marked and delineated in Plat Book 1 (Transcribed), Page 27 of the Plat Records of Coshocton County, Ohio. Said lot was formerly known as lot 150.

Further granting to the grantee, his heirs, successors, assigns, tenants, licensees, employees, visitors, and all persons for the benefit or advantage of the grantee, herein, a right-of-way over, across and upon the present driveway running along the South line of the South Half of Lot 87 (formerly known as Lot 151) as marked and delineated on the original plat of the City of Coshocton in Plat Book 1 (Transcribed, Page 27 of the Plat Records of Coshocton County, Ohio). Said, right-of-way is four (4) feet in width, abuts the entire South line of the South half of said Lot 87 and extends from Third Street West to the alley on the West side of said Lot. Neither the grantee herein nor the owners of the South half of said Lot 87, nor anyone claiming under them or either of them, shall in any manner obstruct any portion of said driveway or private right-of-way, or use the same for parking or storage of vehicles or materials or otherwise, or in any manner prevent the free and unobstructed use thereof by all parties entitled to use the same.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.