



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 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, 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: **52178890**

Issuing Office File Number: **52178890**

Property Address: **7365 Hayden Run Road, Hilliard, OH 43026**

Revision Number: **1**

SCHEDULE A

1. Commitment Date: **May 29, 2025**, at **7:00 am**
2. Policy to be Issued:
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 **Robert D. Long, Jr**

SOURCE OF TITLE:

Instrument Number 200308290274984

Recorder's Office, Franklin County, Ohio

and, as disclosed in the Public Records, has been since **August 29, 2003**

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 State of Ohio, County of Franklin and Township of Brown:

Being a strip of land 61 feet wide, east and west, measured westward from a point in the County Road leading west and from Bronson Station to Fuller's Mill distant 3-39/100 chains from the west line of the right of way of the P.C.C. & St. L. Ry. Co. formerly known as the Columbus, Piqua and Indiana Railroad, said 61 feet extending along the entire west side of the second parcel of land conveyed to William Bidwell by John F. Knight, administrator with the will annexed of Mary A. Knight by deed of record in D. B. Vol. 502, page 132, Recorder's Office, Franklin County, Ohio.

Said parcel herein intended to be conveyed by this grant or deed of conveyance-being bounded on the north by the County Road leading westward from said railroad above named- on the west by land formerly owned by William Bidwell- and on the south by a ditch, to perpetuate the evidence of said southern boundary two stones have been placed, one at the southwest corner and the other at the southeast corner, both stones being in the south line of said ditch.

EXCEPTING THEREFROM 0.042 ACRE AS DESCRIBED IN INSTRUMENT NUMBER 202107140123520:

**DESCRIPTION OF
0.042 ACRE TRACT,
BROWN TOWNSHIP,
FRANKLIN COUNTY, OHIO,
23-WD**

Situate in the State of Ohio, County of Franklin, Township of Brown, being a part of Virginia Military Survey No. 7693, and being a part of a 0.550 acre tract (Auditor) of land as conveyed to Robert D. Long, Jr., by deed of record Instrument Number 200308290274984, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Commencing for reference at a Franklin County Geodetic Monument (FCGS 6168) at an angle point in the centerline of Hayden Run Road (40 feet wide);

Thence North 88°32'20" West, a distance of 273.26 feet along the centerline of said Hayden Run Road to the northeast corner of said 0.550 acre tract, said being the northwest corner of a 0.933 acre tract (Tract III) of land as conveyed to Alice M. Yutzy, Trustee of the Declaration of Trust of Earl C. Yutzy, Dated April 14, 1993 and Lavern Yutzy, Trustee of Trust B under the Earl C. Yutzy Declaration of Trust, U/A Dated April 14, 1993, by deed of record Instrument Number 200712100211885, 200712100211881, Deed Book 2212, Page 73, Official Record 32750F12 and 34211G10, Recorder's Office, Franklin County, Ohio, and said being also the True Place of Beginning of the herein described tract of land, said being South 88°32'20" East, a distance of 1226.81 feet from a Franklin County Geodetic Monument (FCGS 6169) at an angle point in the centerline of said Hayden Run Road;

Thence South 05°52'56" East, a distance of 30.25 feet along the easterly line of said 0.550 acre tract, and also along the westerly line of said 0.933 acre tract to an iron pin set;

Thence North 88°32'20" West, a distance of 61.50 feet crossing the said 0.550 acre tract to an iron pin set, said pin being in the westerly line of said 0.550 acre tract, said iron pin being also in the easterly line of a 14.042 acre tract of land as conveyed to Natalie A. Larger, by deed of record Instrument Number 201703020029432, Recorder's Office, Franklin County, Ohio;

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Thence North 05°52'56" West, a distance of 30.25 feet along the westerly line of said 0.550 acre tract, and also the easterly line of said 14.042 acre tract to the centerline of said Hayden Run Road, said being the northwest corner of said 0.550 acre tract, and said being also the northeast corner of said 14.042 acre tract;

Thence South 88°32'20" East, a distance of 61.50 feet along the centerline of said Hayden Run Road, and also along the northerly line of said 0.550 acre tract to the True Place of Beginning, containing 0.042 acres, more or less, of which the present roadway occupies 0.028 acres, more or less, subject to all easements, restrictions and rights-of-way of record.

The bearings described herein are based on the Ohio State Plane Coordinate System, South Zone and North American Datum of 1983 (2011), as established from a GPS survey performed by the Franklin County Engineer's Survey Department in 2019. Originating on ODOT CORS Station "COLB", with a bearing of (N88°32'20"W), as shown along the centerline of Hayden Run Road.

Iron pins set are 5/8" rebar with yellow plastic caps stamped "Franklin County Engineer".

This description was prepared in the office of the Franklin County Engineer by M. Jay Rhoden, P.S., Ohio Registered Surveyor No. 8163 from an actual field survey performed in July, 2019 and from deeds and plats of record in the Recorder's Office, Franklin County, Ohio.

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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. **Letters of Authority to sell Real Estate issued by Franklin Probate Court.**
 - b. **Fiduciary's Deed from Cheryl Pettit Long, Administrator of the Estate of Robert D. Long aka Robert D. Long Jr, under Case Number 635847, Probate Court, Franklin, OH, to TBD.**
 - c. **Proper affidavit from the seller/borrower that the State of Ohio has no claim for reimbursement of Medicaid Disbursements.**
 - d. **Affidavit from the Executor/Administrator of the Estate of Robert D. Long Jr stating there are sufficient assets in said estate to pay all liens and taxes.**
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 2025, but which are not yet due and payable.**
10. **Taxes for the year 2024 are as follows: AS TO PARCEL NUMBER 120-000212-00: First half taxes are PAID in the amount of \$805.93; Second half taxes are UNPAID AND A LIEN, NOW DUE AND PAYABLE in the amount of \$805.93. (VALUATIONS: Land \$14,210.00; Building \$22,090.00; TOTAL \$36,300.00).**
11. **Premises are subject to a Homestead Exemption. Regular taxes per half would be in the amount of \$1,103.97.**

NOTE: Call the treasurer/auditor for future assessments.

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MORTGAGE(S), LIEN(S) AND OTHER INFORMATION:

12. Mortgage from Robert D. Long Jr., unmarried, to JPMorgan Chase Bank, N.A., dated October 24, 2011, filed for record November 2, 2011 and recorded in Instrument Number 201111020140862, Recorder's Office, Franklin County, Ohio, to secure \$68,031.00. Further assigned to National Mortgage LLC, in Instrument Number 202505230054266, and filed for record May 23, 2025.
13. Mortgage from Robert D. Long, unmarried, to Fifth Third Bank (Central Ohio), dated September 23, 2005, filed for record December 8, 2005, and recorded in Instrument Number 200512080258987, Recorder's Office, Franklin County, Ohio, to secure \$10,000.00. Subordination Agreement in Instrument Number 201111020140863, filed of record November 2, 2011.
14. Divorce of record in Franklin Court of Common Pleas Case Number 03 DR 004223 between Cheryl L Long and Robert D. Long.
15. Rober D. Long aka Robert D. Long Jr, deceased on December 26, 2024, and was admitted to probate on February 4, 2025, in Case #635847. Letters of Authority issued to Cheryl Pettit Long.
16. Easement(s) of Record in Instrument Number 200607260145895 and Instrument Number 202107140123521.
17. The right of the public to use that portion of the premises which lies within the legal limits of any public roadway/highway.
18. We do not affirmatively insure the quantity of acreage set forth in the description referred to in Schedule A.
19. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
20. 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, as to Loan Policy only.
21. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

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:	Helen K. McClaskie
GRANTEE:	Robert D. Long Jr
DATE FILED:	September 29, 2003
RECORDED:	Instrument Number 200308290274984 Recorder's Office, Franklin County, Ohio