



## Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Note:

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: <http://www.alta.org/>.

Issued through the Office of:  
**Ohio Real Estate Title, Inc.**

Authorized Signature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

Attest



President

Secretary



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**SCHEDULE A**  
**Commitment**

**Commitment Number: 15-00639-VB**

Effective Date: **September 17, 2015** at 8:00 A.M.

1. Policy (or Policies) to be issued:

(a) Owner's Policy

Amount: **\$TO BE DETERMINED**

Proposed Insured: **TO BE DETERMINED**

(b) Loan Policy

Amount: **\$**

Proposed Insured:

2. Title to the estate or interest in the land was transferred as such by virtue of **Quit-Claim** Deed filed **09/15/2015** in **Preble County, Ohio Official Records Vol. 353, Page 2139** is at the Effective Date vested in:

**Arthur McKee Wischart**

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

**Fee Simple**

4. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto.

***Old Republic National Title Insurance Company***

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

**Authorized Signatory**

Issuing Agent

**Ohio Real Estate Title, Inc.**

Agent ID No.

Address

**1111 N. Plum Street, Suite 9**

City, State, Zip

**Springfield, OH 45504**

Telephone

**(937) 322-7333**



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**SCHEDULE B – SECTION I**  
**Commitment**

**REQUIREMENTS**

The following are the requirements to be complied with:

Instrument(s) creating the estate or interest to be insured, must be approved, executed, delivered and filed for record.

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
3. Warranty Deed from Arthur McKee Wisehart, Married, to purchaser who is the successful bidder at auction conveying said premises as described on Schedule "A".



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**SCHEDULE B – SECTION II**  
**Commitment**

**EXCEPTIONS**

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 state or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interest, or claims, which are not shown by the public records by which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed law and not shown by the public records.
5. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
6. Rights of parties in actual possession of all or any part of the premises.
7. Special assessments and special taxes, if any, and taxes not yet due and payable.
8. Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.
9. The Preble County Treasurer's 2014 General Tax Duplicate: Parcel No. G22-912500000004.000. Taxes in the name of Arthur McKee Wischart. First Half 2014 in the amount of \$897.32 are PAID. Second Half 2014 in the amount of \$897.32 are PAID. Taxes for 2015 and thereafter are liens but are not yet determined, due or payable.
10. NOTE: First half taxes include Landfill Assessment in the amount of \$47.17 and Ditch Maintenance Assessment in the amount of \$33.79 and 911 System Assessment in the amount of \$2.50, set yearly. Second half taxes include Landfill Assessment in the amount of \$47.17 and Ditch Maintenance Assessment in the amount of \$33.79 and 911 System Assessment in the amount of \$2.50, set yearly.
11. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein. ***NOTE: A new survey of subject premises must be prepared by a registered, licensed surveyor and approved by the Preble County Engineering Department before title may be transferred to a purchaser of said real estate.***
12. Subject to road right-of-way requirements for Crubaugh Road.

## EXHIBIT "A"

Situated in the Township of Jefferson, County of Preble and State of Ohio, bounded and described as follows, to-wit: A part of the Northwest Quarter of Section 25, Township 9, Range 1 East, beginning at the Northeast corner of said Quarter, running thence West one hundred twenty (120) rods, thence South forty (40) rods, thence East one hundred and twenty (120) rods, thence North forty (40) rods to the place of beginning, containing thirty (30) acres of land, more or less.

Parcel No. G22-912500000004.000

Property Address: 4526 Crubaugh Road, New Paris, Ohio 45347

