



7085 Pearl Road, Middleburg Hts., Ohio 44130
phone: 440.886.6141 fax: 440-886-7160

October 20, 2016

Ohio Real Estate Auctions
1128 Pinnacle Club Dr.
Grove City, OH 43123

Order No.: M162245
Buyer(s): To be determined
Seller(s) Barbara M. Carter
Property: 1772 East Hines Hill Road, Hudson, OH 44236

Dear Michael:

In connection with the above captioned order, enclosed please find:

Commitment to Insure with attached Privacy Policy Letter.
Exhibits

Thank you for trusting us with this order; your business is appreciated. Should you have any questions concerning this transaction, don't hesitate to contact us.

Sincerely,
AnnaMarie Guerra, Ext. 20
aguerra@ohiotitlecorp.com
Service Department

	First American Title	Commitment for Title Insurance
COMMITMENT		ISSUED BY First American Title Insurance Company

First American Title Insurance Company ("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.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American 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.

Issuing Agent: Ohio Title Corp
Agent ID No.: #4040343
Address: 7085 Pearl Road
City, State, Zip: Middleburg Hts., OH 44130
Telephone: 440.886.6141

Countersigned
Ohio Title Corp

By:



Authorized Officer or Agent

(This Commitment is valid only when Schedules A and B are attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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	First American Title	Commitment for Title Insurance
Schedule A		ISSUED BY First American Title Insurance Company

Order No.: **M162245**

1. Effective Date: **October 07, 2016 at 7:00 a.m.** Issue Date: **October 20, 2016**

2. Policy (or Policies) to be issued AMOUNT
TBD
 - (a) ☒ ALTA Owner's Policy of Title Insurance (6-17-06)
 - ☐ ALTA Homeowner's Policy of Title Insurance (Rev 2-3-10)
 - ☐ Other

Proposed Insured: **To be determined**

 - (b) ☐ ALTA Loan Policy of Title Insurance (6-17-06)
 - ☐ ALTA Expanded Coverage Residential Loan Policy (Rev 2-3-10)
 - ☐ Other

Proposed Insured:

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

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Barbara M. Carter

5. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

Issuing Agent: Ohio Title Corp
Agent ID No.: #4040343
Address: 7085 Pearl Road
City, State, Zip: Middleburg Hts., OH 44130
Telephone: 440.886.6141


Countersigned
Ohio Title Corp

By:



Authorized Officer or Agent

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 First American Title	Commitment for Title Insurance
Schedule A	ISSUED BY First American Title Insurance Company

Order No.: **M162245**

EXHIBIT "A"

Situated in the City of Hudson, County of Summit and State of Ohio and known as being part of Original Lots 74, 75 and 84 Hudson Township and more fully described as follows:

Beginning at the centerline intersection of Valleyview Road (S.R. 631, 60' R/W) with the centerline of Hines Hill Road (C.H. 115, 60' R/W) at which point a 5/8" rebar found;

Thence along the centerline of Hines Hill Road N 79° 06' 40" E 510.62 ft. to a point and true place of beginning for the following described parcel;

Thence continue along said centerline N 79° 06' 40" E 799.78 ft. to a mag nail found on the east line of O.L. 84 and the NW. corner of land now or formally owned by R.A. Dalton RN. 54315928

Thence along said east line Lot 84 and the westerly line of R.A. Dalton the next two course S 00° 21' 30" W passing over an iron pin set 30.59 ft. and continue for a total of 511.71 ft. to a 3/4" pinch top pipe found at the lot corner of Original Lots 74, 75, 84 and 85;

Thence S 43° 48' 54" E 185.91' to a 3/4" open top pipe found at the NW. corner of land now or formerly owned by Richard & Barbara Malson Vol. 5680 Pg. 647;

Thence along the northerly line R. & B. Malson S 46° 16' 59" W 318.45 ft. to a 5/8" open top pipe found at the SE. corner of land now or formerly owned by B. & B.R. Nobley OR. 2239 Pg. 423;

Thence along the easterly line of B. & B.R. Nobley and D. & K.R. Janotka RN. 54368013 and Flynn Family Trust RN.

55671244 N 43° 35' 58" W passing over a 5/8" rebar found at 951.33 ft. and continue for a total of 987.11 ft. to the centerline of Hines Hill Road and the true place of beginning containing 0.5425 acres in road R/W a total of 8.8872 acres more or less but subject to all legal highway of records, as surveyed by Glen A. Gibson P.S. No. 7107 Dec. 2014. Known as 1772 Hines Hill Road. Basis of bearing the centerline of Hines Hill Road per deed 55671244. All iron pins set 5/8" x 30" capped Glen A. Gibson P.S. No. 7107.

Premises commonly known as:

1772 East Hines Hill Road, Hudson, OH 44236

Permanent Parcel No(s).:

3010069 RT#HU00022B5001000

"The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured."

End of Exhibit A Legal Description

 <i>First American Title</i>	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI	

Order No.: **M162245**

REQUIREMENTS

The following requirements must be satisfied:

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.
3. Payment/Satisfaction of Mortgage shown as Item No. 13 and 14.
4. Properly executed deed from Barbara M. Carter and spouse if any to To be determined, conveying said premises as described in Schedule "A" hereof.

 First American Title	Commitment for Title Insurance
Schedule BII	ISSUED BY First American Title Insurance Company

Order No.: **M162245**

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless that 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 of mortgage thereon covered by this commitment.
2. Any facts, rights, interest, 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. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
8. Anything herein to the contrary notwithstanding, this Policy does not insure the accuracy of dimensions or the quantity of acreage of the premises contained in Schedule A.
9. As to any Loan Policy, only, oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
10. The following appears on the current General Tax Duplicate of the Summit County Treasurer regarding Permanent Parcel No. 3010069 RT#HU00022B5001000:

(A) Taxes for the first half of 2015 in the amount of \$4,139.44 are paid. Taxes for the second half of 2015 in the amount of \$4,139.44 are paid.

(B) Taxes for the year 2016 are undetermined and a lien, but not yet due and payable.

NOTE: The above taxes reflect a Homestead Exemption in the amount of \$269.25 per half year.

11. The Plat of Consolidation Plat as recorded in Instrument Number 56150341 of Summit County Records, shows the following:

- (A) 50' Front and rear setback lines
- (B) 20' Side setback lines

See Exhibit B attached.

12. Reservations contained in an instrument from Raymond S. West and Dorothy West, husband and wife to Helen B. Pace and George G. Pace, dated August 1, 1956, filed for record August 27, 1956 and recorded in Volume 3388, Page 74 of Summit County Records.

See Exhibit C attached.

13. Mortgage from John W. Carter and Barbara M. Carter, Husband and Wife to FirstMerit Bank, N.A in the original amount of \$100,100.00, dated April 28, 2006, filed for record June 2, 2006 at 3:30 PM and recorded in Instrument Number 55329641 of Summit County Records.
14. Mortgage from John W. Carter and Barbara M. Carter to Sprenger Health Care Systems, dba Grande Village Manor in the original amount of \$61,531.29, dated May 31, 2016, filed for record July 6, 2016 at 9:12 AM and recorded in Instrument Number 56223524 of Summit County Records.
15. Power of Attorney filed for record June 30, 2016 at 3:50 PM and recorded in Instrument Number 56222816 of Summit County Records, Barbara Carter does hereby constitute and appoint Steven W. Carter her true and lawful attorney-in-fact.
16. Power of Attorney filed for record June 30, 2016 at 3:50 PM and recorded in Instrument Number 56222817 of Summit County Records, John Carter does hereby constitute and appoint Steven W. Carter his true and lawful attorney-in-fact.

THIS COMMITMENT FOR TITLE INSURANCE IS ISSUED IN CONTEMPLATION OF THE ISSUANCE OF A POLICY, OR POLICIES, OF TITLE INSURANCE AND OHIO TITLE CORP OR FIRST AMERICAN TITLE INSURANCE COMPANY SHALL HAVE NO OBLIGATION OUTSIDE THE TERMS OF THIS COMMITMENT. SPECIFICALLY, ANY TITLE SEARCH OR EXAMINATION CONDUCTED BY OHIO TITLE CORP OR CONDUCTED BY ANYONE ELSE ON BEHALF OF OHIO TITLE CORP AS A BASIS FOR ISSUING THIS COMMITMENT SHALL BE FOR THE BENEFIT OF OHIO TITLE CORP AND FIRST AMERICAN TITLE INSURANCE COMPANY ONLY, AND DOES NOT INURE TO THE BENEFIT OF ANY OTHER PARTY, INCLUDING ANY SELLER, PURCHASER OR LENDER.

IN THE EVENT ANY PROPOSED INSURED UNDER THIS COMMITMENT FAILS TO ACQUIRE, OR ELECTS NOT TO ACQUIRE, A FINAL TITLE POLICY PRIOR TO THE EXPIRATION DATE OF THE COMMITMENT, SAID PROPOSED INSURED SHALL HAVE NO CAUSE OF ACTION OR RECOURSE AGAINST OHIO TITLE CORP OR FIRST AMERICAN TITLE INSURANCE COMPANY AND IN NO EVENT SHALL ANY PROPOSED INSURED HAVE ANY CLAIM OR CAUSE OF ACTION AGAINST OHIO TITLE CORP OR FIRST AMERICAN TITLE INSURANCE COMPANY BASED ON THE TITLE SEARCH OR EXAMINATION. BY ACCEPTING THE WITHIN COMMITMENT, THE PROPOSED INSURED, ALONG WITH ANY OTHER PARTIES TO THE CONTEMPLATED TRANSACTION, CONSENTS TO AND AGREES WITH THE FOREGOING.

End of Schedule BII

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.
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 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.aita.org/>>.



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PRIVACY POLICY

WE ARE COMMITTED TO SAFEGUARDING CUSTOMER INFORMATION

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information -- particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted the Privacy Policy to govern the use and handling of your personal information.

APPLICABILITY

This Privacy Policy governs use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

TYPE OF INFORMATION

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms, and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies or others; and
- Information we receive from a consumer reporting agency.
- Information that we may receive from others involved with your transactions, such as the real estate agent or lender.

USE OF INFORMATION

We request information from you for our own legitimate business purposes not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested from us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts, or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

FORMER CUSTOMERS

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

CONFIDENTIALITY AND SECURITY

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.