



ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

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.

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

TITLE INSURANCE COMMITMENT
BY
First American Title Insurance Company

SCHEDULE A

Issue Date: August 17, 2023

Referral No.:

Loan No.:

Address Reference: 5851-5885 Wolf Creek Pike, Trotwood,
OH 45426

1. Effective Date: **August 10, 2023 @ 8:00 a.m.**

2. Policy (or Policies) to be issued:

Policy Amount

a. Owner's Policy

To Be Determined

Proposed Insured: **Successful Bidder at Auction**

b. Loan Policy

Proposed Insured:

c. Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Effective Date, by **Robert J. Davis, Trustee of the Robert J. Davis Trust under an Amended and Restated Agreement of Trust dated March 24, 2020**

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

SEE ATTACHED EXHIBIT "A"

Successful Bidder at Auction

Countersigned
Nova Title Agency, Inc.

By _____

By John J Dyer, III

John J Dyer III Esq., Agent
Nova Title Agency, Inc.
6001 Cochran Road, Ste. 302
Solon, OH 44139
(440) 600-5550

EXHIBIT "A"

Situated in Section 14, Town 4, Range 5 East, City of Trotwood, Montgomery County, Ohio, and being a tract of land more particularly described as follows:

Beginning at a railroad spike in the centerline of Wolf Creek Pike, said spike being distant 660.16 feet from the intersection of the said centerline of Wolf Creek Pike and the centerline of Olive Road;

Thence, from said place of beginning, North 08° 46' 30" West a distance of 432.30 feet to a point in the Wolf Creek, said point also being on the south boundary line of a tract of land conveyed to Harry E. Denlinger et al. as recorded in Book 952, Page 225 of the Deed Records of Montgomery County, Ohio;

Thence, with said south boundary line of said creek, the following courses:

North 73° 15' 00" East a distance of 20.76 feet to a point;

Thence, along a curve to the right having a radius of 1833.46 feet, an arc distance of 356.98 feet (the chord bearing of said curve being North 78° 49' 40" East and the chord being 356.42 feet) to a point on the west line of a tract of land conveyed to Nancy J. Nemanich as recorded in Microfiche 74-524D12 of the Deed Records of Montgomery County, Ohio;

Thence South 01° 24' 34" East, with said west line and leaving the said Wolf Creek, a distance of 61.67 feet to an iron pin;

Thence North 89° 42' 01" East, with the south line of said Nemanich tract and its continuation, a distance of 387.83 feet to an iron pin at the northwest corner of a tract of land conveyed to Melvin R. and Bettie L. Hutchinson as recorded in Microfiche 74-315D09 of the Deed Records of Montgomery County, Ohio;

Thence South 01° 21' 29" East, with the west boundary line of said Hutchinson tract, a distance of 277.67 feet to a railroad spike in the centerline of Wolf Creek Pike;

Thence, with the centerline of said Wolf Creek Pike, the following courses:

South 71° 16' 00" West a distance of 324.93 feet to an iron pin;

Thence South 81° 11' 30" West a distance of 396.23 feet to the place of beginning, containing 6.598 acres, subject, however, to all legal highways and easements of record.

Excepting therefrom the following:

Situated in Section 14, Town 4, Range 5 East, City of Trotwood, Montgomery County, Ohio, and being part of a 6.598 acre tract of land conveyed to Robert J. Davis, Trustee by deed recorded in IR Deed 20-052485 and being more particularly described as follows (all references to deed books, official records, microfiche numbers, instrument numbers, survey records, and/or plats refer to the Montgomery County Recorder's Office, Montgomery County, Ohio):

Beginning at a 5/8 inch iron pin found at the centerline intersection of Olive Road (variable width R/W) and Wolf Creek Pike (variable width R/W);

Thence, along the centerline of Wolf Creek Pike, North 81° 09' 50" East a distance of 809.98 feet to a mag spike set on the south line of said Davis 6.598 acre tract, said point being the true point of beginning;

Thence, along the centerline of Wolf Creek Pike, South 81° 09' 50" West a distance of 150.21 feet to a mag spike set at the southeast corner of a 0.976 acre tract of land conveyed to Kasel Property Management LLC as recorded in IR Deed 10-005689;

Thence, along the east line of said Kasel Property Management LLC lands, North 08° 50' 10" West, passing a mag nail set at 30.00 feet on the north right of way of said Wolf Creek Pike, passing an iron pin set for reference at 357.30 feet, for a total distance of 432.30 feet to a point in Wolf Creek, said point being on the south line of a 10.546 acre tract conveyed to Abraham Fisher Jr. by deed recorded in IR Deed 17-024416;

Thence, along the south line of said Fisher 10.546 acre tract, North 73° 13' 20" East a distance of 20.76 feet to a point of curvature, said point being in Wolf Creek;

Thence, continuing along the south line of said Fisher, 10.546 acre tract on a curve to the right, having a radius of 1833.46 feet, a delta angle of 04° 04' 27", for an arc distance of 130.37 feet (chord to said arc bears North 75° 15' 33" East for a distance of 130.34 feet) to a point in Wolf Creek;

Thence, along a new division line, South 08° 50' 10" East, passing an iron pin set for reference at 70.00 feet, passing a mag nail set at 418.58 feet on the north right of way of said Wolf Creek Pike, for a total distance of 448.58 feet returning to the true point of beginning, containing 1.522 acres more or less and subject to all legal conditions, easements, and right-of-ways pertaining to the premises herein described.

Together with and subject to a 30' Ingress/Egress Easement, 15 feet on each side of the centerline of said easement as described below:

Situate in Section 14, Town 4, Range 5 East, City of Trotwood, Montgomery County, Ohio and being part of a 6.598 acre tract of land conveyed to Robert J. Davis, Trustee by deed recorded in IR Deed 20-052485 and being more particularly described as follows:

Beginning at a 5/8 inch iron pin found at the centerline intersection of Olive Road (variable width R/W) and Wolf Creek Pike (variable width R/W);

Thence, along the centerline of Wolf Creek Pike, North 81° 09' 50" East a distance of 809.98 feet to a mag spike set on the south line of said Davis 6.598 acre tract, said point being the true point of beginning for the centerline of said 30' Ingress/Egress Easement;

Thence, along a new division line and along the centerline of said easement, North 08° 50' 10" West for a total distance of 270.00 feet to the end of said 30' Ingress/Egress Easement, containing 0.186 acre, more or less.

This description prepared by Norfleet, Brown & Petkewicz, Inc. based on a survey made in September 2022 under the direct supervision of Randy H. Norfleet, P.S. 6834. All iron pins set are 30 inch x 5/8 inch capped "NBP OHIO PS #6834".

North is based on the centerline of Wolf Creek Pike being North 81° 09' 50" East as recorded in Trotwood Industrial Park, Plat Book 196, Page 9.

References to record documents are on file in the Recorder's Office of Montgomery County, Ohio unless otherwise noted. Plat of Survey recorded in the Montgomery County Engineer's Record of Land Surveys in Volume 2022, Page 433.

NOTE: Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this policy does not insure nor guarantee the acreage or quantity of land set forth therein.

TITLE INSURANCE COMMITMENT
BY
First American Title Insurance Company

SCHEDULE B - SECTION I
REQUIREMENTS

The following requirements must be met:

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:
 - a. Documents satisfactory to us creating the interest in the land and/or the mortgage to be signed, delivered and recorded.
 - b. You must tell us in writing the name of anyone not referred to in the Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
 - c. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
 - d. Payment of all premiums, fees, and charges for the policy of the insured.
 - e. Satisfaction evidence should be had that improvements and/or repairs or alterations thereto are completed; that Contractor, Subcontractors, Labor and Materialmen are all paid.
 - f. A properly executed release or satisfaction of Item(s) **13-18** of Schedule B - Section II.
 - g. Proper Instrument(s) creating the estate or interest to be insured must be executed and duly filed for record to wit:
 - A. A properly executed deed from **Robert J. Davis, Trustee of the Robert J. Davis Trust under an Amended and Restated Agreement of Trust dated March 24, 2020 to Successful Bidder at Auction.**

TITLE INSURANCE COMMITMENT
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First American Title Insurance Company

**SCHEDULE B - SECTION II
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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. 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.

NOTE: This exception will only appear in the final loan policy.

8. 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 country in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority. Note: Delinquent sewer rental charge and water bills may become a lien on the real estate. No liability is assumed by this company for ascertaining the status of these utility charges and insured is cautioned to obtain the current status of the payments.
9. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
10. Right of Way and Easement as recorded in Book 2331, Page 635 of Montgomery County Records. (For Conditions See Record.)
11. Right of Way and Easement as recorded in Microfiche 98-0161 C07 of Montgomery County Records. (For Conditions See Record.)
12. Easement as recorded in File No. 2022-00079088 of Montgomery County Records. (For Conditions See Record.)

SCHEDULE B - SECTION II - CONTINUED

13. Judgment Lien in favor of State of Ohio, Department of Taxation against Robert Davis (no address shown) in the amount of \$935.68, filed December 15, 2008 in Judgment Docket 2008 SCJ 031648 of Montgomery County Records.

NOTE: We do not have sufficient information to determine if said lien is filed against the prior vested title holder of the property described in Schedule A.

14. Judgment Lien in favor of State of Ohio, Department of Taxation against Robert L. Davis (no address shown) in the amount of \$988.74, filed December 15, 2008 in Judgment Docket 09 SCJ 31650 of Montgomery County Records.

NOTE: We do not have sufficient information to determine if said lien is filed against the prior vested title holder of the property described in Schedule A.

15. Judgment Lien in favor of State of Ohio, Department of Taxation against Robert J. Davis (no address shown) in the amount of \$436.03, filed February 1, 2013 in Judgment Docket 2013 SCJ 080629 of Montgomery County Records.

NOTE: We do not have sufficient information to determine if said lien is filed against the prior vested title holder of the property described in Schedule A.

16. Judgment Lien in favor of State of Ohio, Department of Taxation against Robert Davis (no address shown) in the amount of \$1,404.42, filed August 25, 2014 in Judgment Docket 2014 SCJ 098583 of Montgomery County Records.

NOTE: We do not have sufficient information to determine if said lien is filed against the prior vested title holder of the property described in Schedule A.

17. Judgment Lien in favor of State of Ohio, Department of Taxation against Bobby J. Davis (no address shown) in the amount of \$258.62, filed December 18, 2015 in Judgment Docket 2015 SCJ 117860 of Montgomery County Records.

NOTE: We do not have sufficient information to determine if said lien is filed against the prior vested title holder of the property described in Schedule A.

18. Judgment Lien in favor of State of Ohio, Department of Taxation against Robert J. Davis (no address shown) in the amount of \$584.88, filed February 3, 2023 in Judgment Docket 2023 SCJ 239162 of Montgomery County Records.

NOTE: We do not have sufficient information to determine if said lien is filed against the prior vested title holder of the property described in Schedule A.

19. **For Informational Purposes Only:**

Property transferred from **Davis & Davis Tool LLC**, Grantor(s), to **Robert J. Davis, Trustee of the Robert J. Davis Trust under an Amended and Restated Agreement of Trust dated March 24, 2020**, Grantee(s), by Limited Warranty Deed filed September 3, 2020 in File No. 2020-00052485 of Montgomery County Records.

SCHEDULE B - SECTION II - CONTINUED

20. The following appears on the Current General Tax Duplicate of the Montgomery County Treasurer for **Parcel No. H33 00416 0006**.

- (a) Taxes for the Last Half of 2022 in the amount of \$11,650.25, including Special Assessments in the amount of \$517.01, are paid.
- (b) The taxes for the year 2023 are undetermined and a lien, but not yet due and payable.
- (c) There are Special Assessments as follows:

Code No.	Type	Amount
11777	APC FEE	\$517.01 For Last Half

VALUATION: LAND	BUILDING	TOTAL
40860	168170	209030

NOTE: No examination has been made for special assessments not appearing on the Treasurer's current tax duplicate.