

# PROPERTY INFORMATION PACKAGE

**1121 Forest Rose Ave Lancaster, Ohio 43130**

## **PUBLIC REAL ESTATE**

# **AUCTION**

**Auction Location: 1121 Forest Rose Avenue**

**Lancaster, Ohio 43130**

**Q & A and Registration starting at 11:00am**

## **Live Auction Event Begins**

**April 26<sup>th</sup>, 2014 AT 12:00pm NOON**

**John D. Rogers II** | Realtor™, Auctioneer, CPPA, CRS

President, Innovative Revenue Solutions, LLC



OREA Branch office Brokerage

9132 SR 62 suite B Orient, Ohio 43146

Mobile 614 499-5257

Fax 614 635-2652





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[www.irsauctioneer.com](http://www.irsauctioneer.com)  
[john@irsauctioneer.com](mailto:john@irsauctioneer.com)  
mobile 614 499-5257

Dear Prospective Buyer:

Re: 1121 Forest Rose Avenue Lancaster, Ohio 43130 and the adjacent vacant lot sell at public auction

Thank you for inquiring about another commercial Real Estate investment property, via auction with OREA and John Rogers II.

We have prepared this Property Information Package to assist you in your due diligence prior to the auction event. We hope this information is useful, resourceful and valuable in helping you make the best decision concerning this property during the auction event.

As with every Real property auction, it is important that you read every available piece of information concerning the property so that you are prepared in developing your best auction strategy. We encourage you to conduct your own research and thoroughly understand the auction terms and conditions prior to auction. Each and every auction can have a special set of terms or conditions depending on the situation and the instructions of the seller. If you have any questions please do not hesitate to contact me via my contact information listed below.

We also encourage you to request a property inspection, so as to better understand the property and to determine if you have any additional questions. Inspections will be held by appointment only, so please call or email to request an inspection today!

If at any time you have questions regarding this property, the auction terms or conditions or general questions regarding Real Estate Sales, please feel free to call our office and one of our staff will return your call promptly.

Good Luck and Happy Bidding,

**John D. Rogers II** | Realtor™, Auctioneer, CPPA, CRS  
President, Innovative Revenue Solutions, LLC



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# **AUCTION SUMMARY**

## **PUBLIC REAL ESTATE AUCTION**

**1121 Forest Rose Ave**  
**Lancaster, Ohio 43130**

### **Property Preview:**

- **By Appointment only. Also, property preview 4-26-14 at 11:00am**

**LIVE AUCTION Saturday April 26<sup>th</sup>, 2014**  
**starting at 12:00pm NOON**

**Registration / Preview at 11:00am**

## CONTENTS:

**1121 Forest Rose Ave  
Lancaster, Ohio 43130**

- Section #1: Google MAPS and Photos**
- Section #2: Parcel ID # 0532131600**
- Section #3: Purchase Agreement Documents**
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- Section #5: Co-Op Brokerage form required**
- Section #6: Title Commitment from FirstAmerican Title**

*Information contained herein was derived from public and proprietary sources that are believed to be accurate yet are not guaranteed.*

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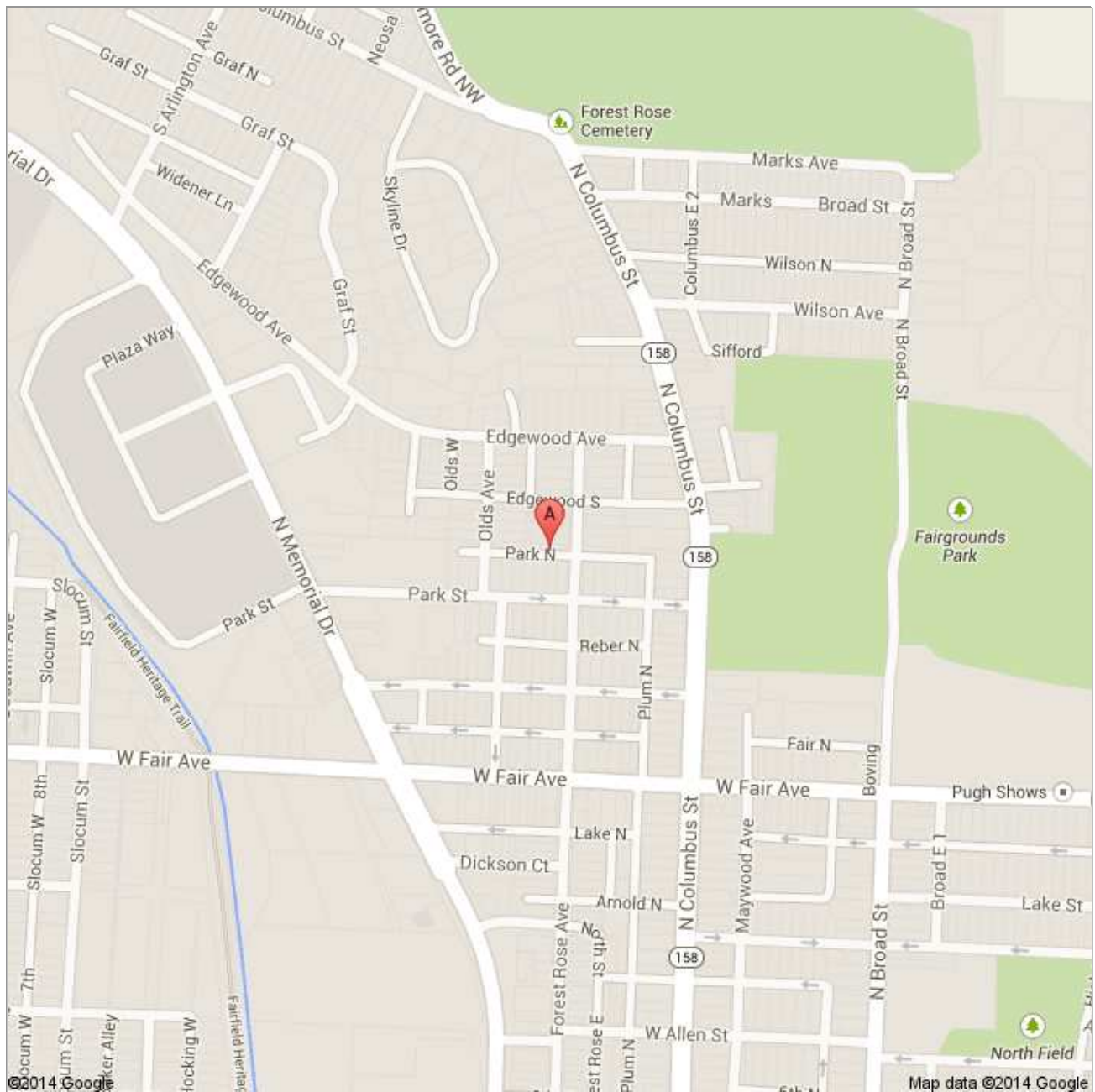


## **Section #1:**

### **Google Maps and Photos**



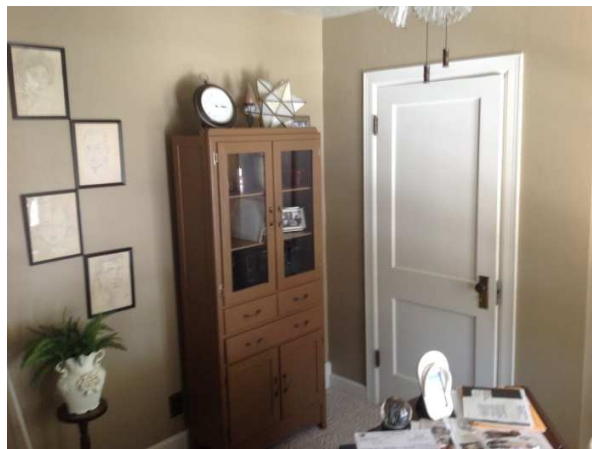
Address **1121 Forest Rose Ave**  
**Lancaster, OH 43130**













**Section #2:**

**Parcel ID # 0532131600 & 0532128900**

# Fairfield County, Ohio - Property Record Card

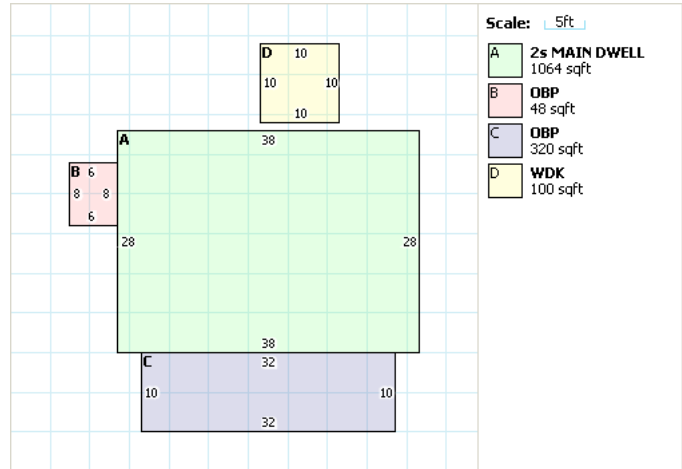
## Parcel: 0532131600 Card: 1

**Owner** STUART CARL E & CONNIE JO SURV  
**Address** 1121 FOREST ROSE AVE  
**Land Use** (510) R - SINGLE FAMILY DWELLING, PLATTE  
**Class** RESIDENTIAL  
**Legal Description** MARKWOODS ADD LOT 1

### MAP



### SKETCH



### RESIDENTIAL

Building Style	OLD STYLE TWO STORY	FullBaths	1
Sq.Ft.	2128	Half Baths	1
Year Built	1924	Basement	FULL
Stories	2	Basement Area	0
Exterial Wall	FRAME	Rec Room Area	0
Rooms	8	Heat Fuel Type	GAS
Bedrooms	4	Heat/Cool	CENTRAL AIR CONDITION
Family Rooms	0	Attic	UNFIN
Fireplace Openings(Stacks)	0(0)	Trim	0

### LAND

Desc.	Front	Depth	Acreage	SqFt	Value
BUILDING SITE	47	150	N/A	N/A	\$26,090

### VALUATION

	Appraised	Assessed
Land Value	\$26,090	\$9,130
Building Value	\$99,970	\$34,990
Total Value	\$126,060	\$44,120
CAUV Value	\$0	
Taxable Value	\$44,120	

### PERMITS

### IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	RG1 - FRAME	1924	18x18	\$2,440.00

### SALES

Date	Buyer	Seller	Price	Validity
3/18/2003	STUART CARL E	STUART CARL E	\$0.00	2 - NOT OPEN

# Fairfield County, Ohio - Property Record Card

## Parcel: 0532128900 Card: 1

**Owner** STUART CARL E & CONNIE JO SURV  
**Address** 0 FOREST ROSE AV  
**Land Use** (500) R - RESIDENTIAL, VACANT LAND, LOT  
**Class** RESIDENTIAL  
**Legal Description** WILLIAMSON ADD LOT 1

### MAP



### SKETCH

A sketch is unavailable for this parcel.

### RESIDENTIAL

#### LAND

Desc.	Front	Depth	Acreage	SqFt	Value
BUILDING SITE	41	150	N/A	N/A	\$22,760

#### VALUATION

	Appraised	Assessed
Land Value	\$22,760	\$7,970
Building Value	\$0	\$0
Total Value	\$22,760	\$7,970
CAUV Value		\$0
Taxable Value		\$7,970

#### PERMITS

#### IMPROVEMENTS

#### SALES

Date	Buyer	Seller	Price	Validity
3/18/2003	STUART CARL E	STUART CARL E	\$0.00	2 - NOT OPEN

## **Section # 3:**

### **Purchase Agreement Documents**



Ohio Real Estate Auctions, LLC
CONTRACT TO PURCHASE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: 04-26-2014

- 1. PROPERTY DESCRIPTION: The undersigned Purchaser agrees to purchase from the undersigned owner (seller) through Ohio Real Estate Auctions, LLC, (Broker), the following described real estate in Lancaster, Fairfield County, OH and known as 1121 Forest Rose Avenue Lancaster, Ohio 43130 a 4 bedroom home with unattached garage.....Also, 0 Forest Rose Avenue Lancaster, Ohio 43130 adjacent vacant lot. Parcel ID's are: 0532131600 & 0532128900.
2. PRICE AND TERMS: Purchaser agrees to pay the amount of the high bid \$ plus the buyer premium of \$ for a Total Contract Price of \$ for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of \$ to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing.
3. BALANCE & CLOSING: The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before May 26th, 2014.
4. Buyers will close through FirstAmerican Title Company.
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$ 150 per diem after original closing date up to 30 days.
6. OBTAINING FINANCING: This purchase is not contingent upon the Purchaser obtaining financing.
7. BINDING OBLIGATION: Purchaser is buying the property As-Is, Where-Is and without Recourse.
8. OWNER'S CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except NONE; (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except NONE.
9. INDEMNITY: Seller and Purchaser recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
10. CONVEYANCE AND CLOSING: Seller shall convey marketable title to the Real Estate by General Warranty deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise):

Buyers Initials \_\_\_\_\_

11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
12. **DISCLOSURE:**  Buyer  Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given  at closing,  14 days after closing @ 5:00  AM  PM, subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS:** The property sells:  to the high bidder once the minimum has been met, as a RESERVE AUCTION  subject to seller's confirmation.
17. **10% of the final contract selling price** must be deposited at the time of Auction as down payment. A \$10,000 cashier's check and then remainder by company, corporate or personal check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of FirstAmerican Title Company as escrow agents for the sellers.
18.  A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser.  No Buyer premium will be charged.
19. Taxes will be prorated and brought current by the seller.
20. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information contained online was obtained by sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder stating such.
22. The  buyer,  seller shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The  buyer,  seller,  split 50/50, is responsible for survey cost, if a survey is required for a transfer. **\*Buyer is responsible for all other costs associated with closing.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.

Buyers Initials \_\_\_\_\_



24. Real Estate is sold through Ohio Real Estate Auctions, LLC.

25. **OTHER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. **EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on or before \_\_5:00\_\_ o'clock  A.M.  P.M.  Noon  
 Midnight EASTERN STANDARD TIME \_\_\_\_\_April 26th\_\_\_\_\_, 2014\_\_.

27. Make Deed to: (print) \_\_\_\_\_.

The Purchaser has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

PURCHASER:   X  \_\_\_\_\_

PURCHASER: \_\_\_\_\_

FULL ADDRESS:   X  \_\_\_\_\_

PHONE NUMBERS:   X  \_\_\_\_\_

WITNESS:   X  \_\_\_\_\_

28. **ACTION BY OWNER:** The undersigned Seller has read and fully understands the foregoing offer and hereby:  accepts said offer and agrees to convey the Real Estate according to the above terms and conditions,  rejects said offer, or  counteroffers according to the modifications initialed by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_ o'clock A.M.  P.M.  Noon  Midnight EASTERN STANDARD TIME \_\_\_\_\_, 20\_\_\_\_. Owner acknowledges that Agency Disclosure Statement has been signed.

29. **SELLING FEES AND EXPENSES:** Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print

Sign

Date

SELLER:   X  \_\_\_\_\_

SELLER: \_\_\_\_\_

FULL ADDRESS:   X  \_\_\_\_\_

PHONE NUMBERS:   X  \_\_\_\_\_

WITNESS:   X  \_\_\_\_\_

30. **RECEIPT BY Ohio Real Estate Auctions, LLC:** DATE 4-26-14. I hereby acknowledge receipt of \$\_\_\_\_\_  cash  cashier's check  personal check # \_\_\_\_\_ made payable to **FirstAmerican Title Company** as downpayment;  other \_\_\_\_\_ in accordance with terms herein provided.

\_\_\_\_\_ \$ \_\_\_\_\_ X   2.0  % \_\_\_\_\_

CO-OP REALTOR /BROKER FIRM

CO-OP AGENT / BROKER

PHONE \_\_\_\_\_





# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 1121 Forest Rose Ave. Lancaster OH, 43130

Buyer(s): \_\_\_\_\_

Seller(s): Carl & Connie Stuart

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

Carl Stuart 3-4-14  
SELLER/LANDLORD DATE  
 Connie Stuart 3-4-14  
SELLER/LANDLORD DATE



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### Real Estate Exclusive Right to Sell Agreement Addendum A

Re: This addendum constitutes the entire addendum to complete paragraph # 2 of the exclusive right to sell agreement for 1121 Forest Rose Ave Lancaster, Ohio 43130 as a single family free standing home. Also sold is the adjacent lot sold separately. Parcel ID's 0532131600 & 0532128900

Date: 3-3-14

#### Additional Terms and Conditions:

This is a Public Real Estate AUCTION with a minimum bid amount of \$99,000 for the 1121 Forest Rose Ave property and no minimum bid on the adjacent lot. The adjacent lot sale is contingent upon achieving the minimum bid for the 1121 Forest Rose Ave parcel. A 10% buyer's premium applies and therefore the high bid amount plus the buyer's premium constitutes the total purchase price. A non-refundable deposit of 10% is required. The total deposit is due immediately following the auction & during the contract signing.

The winning bidder will have 30 days to successfully close this transaction with (title agency) First American Title Insurance Company, by fully executing all necessary contractual documents and paying all necessary fees per the Purchase Agreement.

The Purchase Agreement will be signed immediately following the successful auction and duplicates will be executed so as the buyer & seller to have original copies of all documents signed. The buyer will also sign a Letter of Irrevocable Instructions to the title company as to the distribution of the total deposit amount in the event the buyer does not perform as specified by the purchase agreement, i.e., (as 50% / 50% seller / Broker).

This property sells AS-IS Where-IS without contingencies of any kind, to include financial or conditional. The winning bidder will assume immediate protection of said property following the successful auction as an insurable asset.

The winning bidder will pay all buyer associated closing costs. Seller will convey marketable title without lien or encumbrance. All utility costs and Real Estate taxes will be brought current by seller at the time of closing.

**John D. Rogers II** | Realtor™, Auctioneer, CPPA, CRS  
 President/OWNER, Innovative Revenue Solutions, LLC



Independent Brokerage Branch office

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 Orient, Ohio 43146  
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 Fax 614 635-2652

*John D. Rogers II* / *Carl Stewart* 3-4-14  
 \_\_\_\_\_  
 Seller's signature Date

\_\_\_\_\_  
 Buyer's signature Date



## Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at \_\_\_\_\_  
under the terms and conditions of the attached Contract to Purchase at Public Auction dated  
\_\_\_\_\_.

As part of this transaction I am to make a down payment of money to "Ohio Real Estate Auctions" who will then transfer that money to \_\_\_\_\_  
which will hold the money until it is time for closing.

I understand that the funds I have provided to \_\_\_\_\_ are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct \_\_\_\_\_ to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

***A non-refundable (except in the case of a non-marketable title) down payment of \_\_\_\_\_ to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.***

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve \_\_\_\_\_, to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold \_\_\_\_\_ harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated \_\_\_\_\_, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## **Section # 4:**

### **Terms & Conditions for Live Auction Event**



STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials CS Date 3-4-14  
Owner's Initials CS Date 3-4-14

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



2013

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

1121 Forest Rose Ave, Lancaster, OH 43130

Owners Name(s):

Connie Jo Stuart Carl E. Stuart

Date: March 4, 2014

Owner [X] is [ ] is not occupying the property. If owner is occupying the property, since what date: August 1978
If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- [X] Public Water Service [ ] Holding Tank [ ] Unknown
[ ] Private Water Service [ ] Cistern [ ] Other
[ ] Private Well [ ] Spring
[ ] Shared Well [ ] Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [ ] Yes
No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [X] Yes [ ] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- [X] Public Sewer [ ] Private Sewer [ ] Septic Tank
[ ] Leach Field [ ] Aeration Tank [ ] Filtration Bed
[ ] Unknown [ ] Other

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?
Yes [ ] No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the
department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [ ] Yes [X] No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other
defects to the property, including but not limited to any area below grade, basement or crawl space? [ ] Yes [X] No
If "Yes", please describe and indicate any repairs completed:

Owner's Initials CJS Date 3-4-14
Owner's Initials CJS Date 3-4-14

Purchaser's Initials Date
Purchaser's Initials Date

Property Address 1121 Forest Rose Ave., Lancaster, OH 43120

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector?  Yes  No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  
 Yes  No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any previous or current fire or smoke damage to the property?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?  Yes  No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): Buildings are inspected annually. No problems found, last done 7-2013

**G) MECHANICAL SYSTEMS:** Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials CPS Date 3-4-14  
Owner's Initials RG Date 3-4-14

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



Property Address 1121 Forest Rose Ave, Lancaster, OH 43130

**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property?  Yes  No  
If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property?  Yes  No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**  
Is the property located in a designated flood plain?  Yes  No  Unknown  
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?  Yes  No  Unknown

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes  No  
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property?  Yes  No  
If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property)  Yes  No  
If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property?  Yes  No  
If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_  
List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CHD, LHD, etc.  Yes  No  
If "Yes", please describe (amount) \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property? Yes No Yes No  
1) Boundary Agreement   4) Shared Driveway    
2) Boundary Dispute   5) Party Walls    
3) Recent Boundary Change   6) Encroachments Front or on Adjacent Property    
If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

**N) OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property: \_\_\_\_\_

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials CS Date 3-4-14  
Owner's Initials CS Date 3-4-14

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_

### CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Carl E. STUART DATE: 3-4-14

OWNER: Connie Jo Stuart DATE: 3-4-2014

### RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer, and 3) within 5 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_

PURCHASER: Connie Jo Stuart DATE: 3-4-2014

## **Section # 5:**

### **Terms & Conditions for Live Auction Event**



9132 SR 62 suite B Orient, Ohio 43146  
[www.irsauctioneer.com](http://www.irsauctioneer.com)  
[john@irsauctioneer.com](mailto:john@irsauctioneer.com)  
mobile 614 499-5257

## TERMS & CONDITIONS

### PROPERTY DESCRIPTION SUMMARY

This is a 2 parcel sale to include Parcel Id 0532131600 & 0532128900. The first is a 4 bedroom home with a full basement, unattached garage, 9 foot ceilings, beautiful hard wood trim and amazing front porch. The second is the adjacent lot that is buildable in Lancaster as Fairfield County. This is a Public Real Estate Auction with a minimum bid of \$99,900 for both parcels. Though the vacant lot has NO necessary starting bid it will not sell if the Home does not sell. There is a \$10,000 cashier's check needed to register to bid. Property sells "as-is and where-is" with no liens or encumbrances and without contingencies. Every prospective bidder must sign a letter of "irrevocable instruction" which defines that all deposits are non-refundable, each registered bidder must deposit 10% of the final purchase price whereas the \$10,000 cashier's check is the first portion and the remainder may be submitted as a personal or business check made payable to First American Title Co., have a photo Identification and register by signing the "**Auction Registration Form**".

Once a bidder has met the requirements to bid and then becomes the winning bidder (he/she) will determine the total purchase price as their subsequent high bid plus a 10% (of the high bid) buyer's premium. The winning bidder will then deposit a total of 10% of the total purchase price. Therefore, if the winning bid were \$100K the total purchase price is \$110K and the total deposit due is \$11,000. The total deposit is 10% of the total purchase price. After the winning bidder has signed all necessary disclosure and contract documents they will close the transaction within 30 days of the live auction event or May 26<sup>th</sup>, 2014 with First American Title Insurance Co.

Real Estate agents that want to be eligible for representing a prospective bidder and the subsequent co-op commission of 2% must register their contracted client at least 24 hours prior to the live event by faxing or scanning & emailing a signed Agency Disclosure Statement to John Rogers at fax - 614 635-2652 or [john@irsauctioneer.com](mailto:john@irsauctioneer.com)

**John D. Rogers II** | Realtor™, Auctioneer, CPPA, CRS  
President, Innovative Revenue Solutions, LLC



OREA Branch office Brokerage  
9132 SR 62 suite B Orient, Ohio 43146  
Office 614 877-7320  
Mobile 614 499-5257  
Fax 614 635-2652





<b>Bidder Number</b>
----------------------

## AUCTION REGISTRATION FORM

Property Address: \_\_\_\_\_

**Please Print Legibly**

Name: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: H(     ) \_\_\_\_\_ W(     ) \_\_\_\_\_ Mobile(     ) \_\_\_\_\_

Email: \_\_\_\_\_

How did you hear about the auction? \_\_\_\_\_

**The undersigned hereby acknowledges that they have had the opportunity to review the Property Information Package (PIP) to their satisfaction or hereby waives their right to do so. The PIP contains all terms and conditions**

**Additionally, he/she has been advised that OREA (Broker) and all licensees employed by or associated therewith represent the Seller in this transaction.**

**Further, the undersigned agrees that they will assume all risk while inspecting the subject property and releases Broker and Seller from any claim due to injury sustained while inspecting the subject property.**

**Finally, the undersigned agrees that if they are a winning bidder at auction, they will execute the Contract to Purchase thereby establishing a legally binding commitment.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Deed should be made to: \_\_\_\_\_

**To be completed by licensee representing bidder:**

Licensee Name: \_\_\_\_\_ Brokerage: \_\_\_\_\_

Brokerage Address: \_\_\_\_\_

Licensee Contact: W(     ) \_\_\_\_\_ Mobile(     ) \_\_\_\_\_ Email \_\_\_\_\_

**Licensee hereby acknowledges that Brokerage will receive 2% of the high bid amount in the event that the bidder named herein is the successful bidder at auction and closes on the transaction.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Section # 6:**

**Co-Op Brokerage form required**

# Ohio Real Estate Auctions



## Buyer Broker Registration Form

Complete this form & fax to 614 635-2652

Broker/Sales person: \_\_\_\_\_ Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_

As a licensed Real Estate Broker / Salesperson, I, \_\_\_\_\_

License number \_\_\_\_\_ Wish to register my client:(name) \_\_\_\_\_

Client Address: \_\_\_\_\_ Client Phone #: \_\_\_\_\_

Final Bid amount \$: \_\_\_\_\_ plus 10% buyer's premium equals total purchase price.

For the upcoming auction for the following property: \_\_\_\_\_

**I will either conduct a showing or attend a scheduled preview, if any, and the auction along with my client who will register a bid on the day of the auction. It is my understanding that a fee of 2% of my client's final winning bid will be paid to the above listed real estate agency. Successful bidder pays for and closes on the property and I have registered them prior to the auction.**

**No oral registrations will be accepted.**

**Registration must take place a minimum of 24 hours prior to the scheduled auction time (no exceptions).**

**Section # 7:**

**Title Commitment**

**From**

**First American Title Insurance Company**





*First American*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Commitment

First American Title Insurance Company, a California 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.

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.

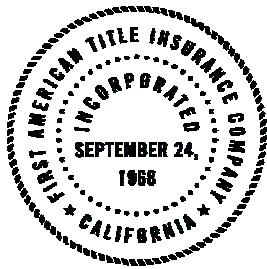
All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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.

### *First American Title Insurance Company*



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

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

**This jacket was created electronically and constitutes an original document**

**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.

**Copyright 2006-2009 American Land Title Association. All rights reserved.** The use of this form 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.

## 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.alta.org/>.



*First American*

# Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

File No.: 2059035NE

1. Effective Date: March 16, 2014 at 7:30 a.m.
2. Policy or Policies to be issued: Amount
  - a.  ALTA Owner's Policy of Title Insurance (6-17-06) \$1.00

Proposed Insured:  
To Be Determined

- b.  ALTA Short Form Residential Loan Policy (Rev. 12-3-12) \$1.00

Proposed Insured: To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
4. Title to the estate or interest in the Land is at the Effective Date vested in:  
Carl E. Stuart and Connie Jo Stuart, for their joint lives remainder to the survivor of them  
  
Official Record Book 1268, Page 1667 filed on March 18, 2003
5. The land referred to in this Commitment is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is 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.



*First American*

# Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule BI

File No.: 2059035NE

### **REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.

Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:

1. Warranty Deed from Carl E. Stuart and Connie Jo Stuart, husband and wife to To Be Determined.
2. Mortgage to be insured from To Be Determined to To Be Determined.
3. Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.



*First American*

# Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule BII

File No.: 2059035NE

### EXCEPTIONS

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 estate or interest or mortgage thereon covered by this Commitment.
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 the 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 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. 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.
8. 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 instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
9. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
10. 2013 Tax Duplicate for Parcel Number 053-21316-00;

The first half tax in the amount of **\$629.23**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$629.23**, including current assessments, if any, is **UNPAID**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **None**.

Assessed Values:

Land: \$9,130 Building: \$34,990 Total: \$44,120

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.

11. **Credit for a Homestead Reduction was given in the amount of \$155.67 per half year.**

**The following 24 month chain of title is being shown per customer request and is for informational purposes only:**

- a. **Carl E. Stuart and Connie Jo Stuart acquired title by Quit Claim Deed recorded in Official Record Book 1268, Page 1667 filed on March 18, 2003.**



*First American*

ISSUED BY

**First American Title Insurance Company**

Exhibit A

File No.: 2059035NE

The land referred to herein below is situated in the City of Lancaster, County of Fairfield, State of Ohio, and is described as follows:

Parcel One: Being Lot Number One (1) in Markwood's Addition to the said City of Lancaster, Ohio, as delineated and described in Plat Book 4, Page 21, in the Office of the Recorder of Fairfield County, Ohio. Also see Dedication Book 2, Page 198.



## Privacy Information

### 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, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types 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.

### Use of Information

We request information from you for our own legitimate business purposes and 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 of 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 companies 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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain





*First American*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Commitment

First American Title Insurance Company, a California 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.

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.

### *First American Title Insurance Company*



Dennis J. Gilmore  
President

Timothy Kemp  
Secretary

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

**This jacket was created electronically and constitutes an original document**

**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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All other uses are prohibited. Reprinted under license from the American Land Title Association.

## 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.alta.org/>.



*First American*

# Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

File No.: 2061041NE

1. Effective Date: March 16, 2014 at 7:30 a.m.
2. Policy or Policies to be issued: Amount
  - a.  ALTA Owner's Policy of Title Insurance (6-17-06) \$1.00

Proposed Insured:  
T B D

- b.  ALTA Short Form Residential Loan Policy (Rev. 12-3-12) \$0.00

Proposed Insured: To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.

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

4. Title to the estate or interest in the Land is at the Effective Date vested in:

Carl E. Stuart and Connie Jo Stuart

Official Record Book 1268, Page 1667 filed on March 18, 2003

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

**See Exhibit "A" attached hereto and made a part hereof**

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is 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.



*First American*

# Schedule BI

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No.: 2061041NE

### **REQUIREMENTS**

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.

Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:

1. Warranty Deed from Carl E. Stuart and Connie Jo Stuart, husband and wife to T B D.
2. Mortgage to be insured from T B D to To Be Determined.
3. Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.



*First American*

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Schedule BII

File No.: 2061041NE

### EXCEPTIONS

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 estate or interest or mortgage thereon covered by this Commitment.
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 the 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 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. 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.
8. 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 instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
9. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
10. 2013 Tax Duplicate for Parcel Number 053-21289-00;

The first half tax in the amount of **\$145.84**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$145.84**, including current assessments, if any, is **UNPAID**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **None**.

Assessed Values:

Land: \$7,970 Building: \$0 Total: \$7,970

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.

**The following 24 month chain of title is being shown per customer request and is for informational purposes only:**

- a. **Carl E. Stuart and Connie Jo Stuart acquired title by Quit Claim Deed recorded in Official Record Book 1268, Page 1667 filed on March 18, 2003.**



*First American*

ISSUED BY

**First American Title Insurance Company**

Exhibit A

File No.: 2061041NE

The land referred to herein below is situated in the City of Lancaster, County of Fairfield, State of Ohio, and is described as follows:

Parcel Two: Being Lot Number One (1) of the Williamson Addition to the City of Lancaster, Fairfield County, Ohio, as the same is delineated on the plat thereof, recorded in Plat Book No. Four (4) of the records of Fairfield County, Ohio. Ref.: Deed Book 164, Page 433.



## Privacy Information

### 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, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types 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.

### Use of Information

We request information from you for our own legitimate business purposes and 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 of 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 companies 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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

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