



## Commitment

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

First American Title Insurance Company, a Nebraska 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 to be affixed by its duly authorized officers on the date shown in Schedule A.

**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
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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## 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/>.

**NOTICE OF DEDUCTIBLES AND MAXIMUM DOLLAR LIMITS OF LIABILITY  
FOR THE ALTA HOMEOWNER'S POLICY**

(ALSO KNOWN AS "EAGLE OWNER'S POLICY" OR "OPTIMUM OWNER'S POLICY")

The type of owner's policy referenced in this Commitment contains the following deductibles and limits of liabilities:

- Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.
- Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
- Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
- Covered Risk 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.



# Schedule A

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No.: 188789-TTA

1. Effective Date: June 20, 2015 at 7:30 a.m.

2. Policy or Policies to be issued: Amount

a.  ALTA Homeowner's Policy of Title Insurance (Rev. 12-2-13) \$AMOUNT TO BE DETERMINED

Proposed Insured:  
PURCHASER TO BE DETERMINED

b.  ALTA Short Form Residential Loan Policy (Rev. 12-3-12) \$AMOUNT TO BE DETERMINED

Proposed Insured: LENDER 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:

Larry J. Liston

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

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

Issuing Agent: Talon Title Agency, LLC  
Address: 1730 Hill Road North  
City, State, Zip: Pickerington, OH 43147  
Telephone: (614)864-7100

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

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# Schedule BI

## Commitment for Title Insurance

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**First American Title Insurance Company**

File No.: 188789-TTA

### REQUIREMENTS

The following requirements must be satisfied:

1. Owners Affidavit from Larry J. Liston in a form approved by First American Title Insurance Company.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. 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.

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

1. Court approval of Sale of Real Estate per Civil Action in Case No. 1411-1418.
2. Fiduciary Deed from Phyllis Richardson, Executor of the Will of Larry J. Liston, (Probate Case No. 1411-1403), deceased, pursuant to Power of Sale under the Will, to PURCHASER TO BE DETERMINED.
3. Mortgage to be insured from PURCHASER TO BE DETERMINED to LENDER TO BE DETERMINED.
4. Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.



# Schedule BII

## Commitment for Title Insurance

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**First American Title Insurance Company**

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### 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. 2014 Tax Duplicate for Parcel Number 419-410-19-004-000;

The first half tax in the amount of **\$2,540.92 (reflects Homestead Reduction)**, including current assessments, if any, is **paid**.

The second half tax in the amount of **\$2,540.92 (reflects Homestead Reduction)**, including current assessments, if any, is **paid**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$0.00**.

Assessed Values:

Land: \$15,890.00 Building: \$80,470.00 Total: \$96,360.00

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.

**Credit for a Homestead Reduction was given in the amount of \$507.54 per year.**

11. Any lien for state inheritance tax or arising by reason of the death of Larry J. Liston.
12. Homeowners' Association dues required by the restrictive covenants set forth herein may result in a lien on the insured premises. The Company assumes no responsibility for ascertaining the status of these charges. The purchaser/ insured is cautioned to obtain the current status of these charges.
13. Setback lines disclosed by the subdivision plat.
14. Easements disclosed by the subdivision plat.
15. Drainage easement, as shown on the recorded plat.
16. Sidewalk easement, as shown on the recorded plat.
17. Easement to Del-Co Water Company, Inc., as shown on the recorded plat.
18. Front, rear and side yard setback lines, as shown on the recorded plat.
19. Homeowner's Association requirement, as shown on the recorded plat.
20. Public access easement, as shown on the recorded plat.
21. Tree preservation zone restriction, as shown on the recorded plat.

22. Special Assessment District, as shown on the recorded plat.
23. Lighting requirements and restrictions, as shown on the recorded plat.
24. Open space (Lot 8910) to be owned and maintained by Homeowner's Association, as shown on the recorded plat.
25. Easement of record as set forth in Deed Book 505, page 3, assigned in Deed Book 600, page 295.
26. Easement of record as set forth in Deed Book 578, page 58.
27. Easement of record as set forth in Deed Book 662, page 81.
28. Easement of record as set forth in Official Record Volume 155, page 965; modified in Official Record Volume 799, page 149.
29. Easement of record as set forth in Official Record Volume 155, page 960.
30. Easement of record as set forth in Official Record Volume 344, page 1644.
31. Easement of record as set forth in Deed Book 201, page 132.
32. Easement of record as set forth in Deed Book 248, page 58.
33. Easement of record as set forth in Deed Book 248, page 72.
34. Easement of record as set forth in Deed Book 226, page 402.
35. Easement of record as set forth in Deed Book 326, page 547.
36. Easement of record as set forth in Deed Book 377, page 143.
37. Easement of record as set forth in Deed Book 409, page 491.
38. Easement of record as set forth in Deed Book 662, page 81.
39. Restrictions and any other terms, covenants and conditions disclosed by instrument recorded in/as in Plat Cabinet 3, pages 75, 75A and 75B; Official Record Volume 333, page 531; amended in 1st Supplemental of record in Official Record Volume 483, page 870; 2nd Supplemental of record in Official Record Volume 547, page 1236; 3rd Supplemental of record in Official Record Volume 618, page 803; 4th Supplemental of record in Official Record Volume 735, page 2646 and 5th Supplemental of record in Official Record Volume 835, page 2754, and any subsequent instruments pertinent thereto, but deleting therefrom, any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).
40. Code of Regulations and By-Laws of record in Official Record Volume 1035, page 1321.
41. Mortgage between Larry J. Liston, unmarried, as mortgagor, and Bank of England, as mortgagee, in the original stated principal amount of \$282,000.00, recorded on January 10, 2012, of record in Official Record Volume 1092, Page 2626.  
The above identified Mortgage was last assigned to Wells Fargo Bank, NA as Assignee, by Assignment of Mortgage recorded January 14, 2015, of record in Official Record Volume 1328, Page 87. (Covering subject premises)



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

- a. **Larry J. Liston and Dorothy E. Liston, husband and wife acquired title by General Warranty Deed recorded in Official Record Volume 692, Page 1546 filed on March 8, 2006.**



Exhibit A

ISSUED BY

**First American Title Insurance Company**

File No.: 188789-TTA

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

Being Lot Number Nine Thousand Six Hundred Forty-seven (9647), of CHESHIRE CROSSING SECTION 1 PART 2, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slide 493 of the Delaware County Records.



## 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