

COMMITMENT FOR TITLE INSURANCE

Issued by



Commitment No. 14Q0129-1C

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitration matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <[http:// www.alta.org/](http://www.alta.org/)>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

COMMONWEALTH LAND TITLE INSURANCE COMPANY
P.O. Box 45023
Jacksonville, FL 32232-5023

Commonwealth Land Title Insurance Company
Lawyers Title of Cincinnati, Inc.

Countersigned

[Handwritten Signature]
Authorized Signatory



COMMONWEALTH LAND TITLE INSURANCE COMPANY

By *[Handwritten Signature]*

ATTEST

President

[Handwritten Signature]

Secretary

Form 81C118
Reorder 1182-18

ALTA Commitment 2006
NJR 3-08

*317 West High Sr.
Oxford, Ohio*

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AGREEMENT TO ISSUE POLICY See below
SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

See below

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 180 days after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions listed below

This Commitment is not valid without Schedule A and Sections I and II of Schedule B.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



Commitment for Title Insurance
Schedule A

Commitment No.: **14Q0129-1C**

1. Effective Date: **October 14, 2014, 8:00 am**

2. The policy or policies to be issued are: POLICY AMOUNT
 - (a) ALTA Owner's Policy - (6/17/06) **TO BE DETERMINED**
Proposed Insured: **TO BE DETERMINED**

 - (b) ALTA Loan Policy - (6/17/06)
Proposed Insured:

3. The estate or interest in the land described or referred to in the Commitment is:
in this Commitment is owned, at the effective date by:
Fee Simple

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

Thomas M. Dudley and Diane R. Dudley, Who took title on April 30, 1999, by document recorded in Official Record 6356, page 1424, of the Butler County, OH Records

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

SEE ATTACHED EXHIBIT "A"

**Commonwealth Land Title Insurance
Company**

Countersigned

Lawyers Title of Cincinnati, Inc.

By 

EXHIBIT "A"

Situate in the City of Oxford, in the County of Butler, State of Ohio and being the following described part of Out-lot Numbered Two Hundred Seventy-one (271) as the same is known and designated on the recorded plat of said Village (now City) to-wit:

Commencing at the northeast corner of said Out-lot Numbered Two Hundred Seventy-one (271); thence west on the north line thereof a distance of sixty (60) feet; thence south on a line parallel with the east line of said out-lot to a point equi-distance from the north and south sides of said out-lot; thence east a distance of sixty (60) feet to the east line of said Out-lot; thence north with the east line of said Out-lot to the place of beginning.

Also 1/2 of the vacated street formerly running adjacent to the above real estate.

H4100-004-000-015

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

Commitment No: **14Q0129-1C**

Effective Date: **October 14, 2014**

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
2. Payment of taxes, charges and assessments levied and assessed against subject premises which are due and payable.
3. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
4. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
5. Completion of improvements acceptance of the owner, and receipt of satisfactory mechanic's and materialmen's affidavits if the statutory period for filing liens has not expired.
6. **Require proper Deed from The Schrader Real Estate and Auction Company, Inc. by and through R.D. Schrader pursuant to an Order Approving the sale to a purchaser to be determined.**
7. **Require proper completion of Auction procedures as set forth in Butler County Common Pleas Court Case No. CV 2012 09 3243.**
8. **Require Deed from Thomas M. Dudley and Diane R. Dudley, husband and wife to a purchaser to be determined.**

**Tax Duplicate in the name of Thomas M. Dudley and Diane R. Dudley
Total Valuation \$136,780.00 Land \$17,850.00 Building \$118,930.00
Auditor's Book H4100-004-000-015, Taxes Are \$2,760.20 per half year
Assessments are \$-0- per year.**

Taxes for the Year 2013 are paid. Taxes for the year 2014 are a lien not yet due and payable.

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SCHEDULE B - SECTION II

Commitment No: **14Q0129-1C**
2014

Effective Date: **October 14,**

The policy or policies to be issued will contain exceptions to the following 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. Assessments, if any, not yet certified by the County Auditor.
3. Rights of claims of parties other than Insured in actual possession of any or all of the property.
4. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, shortages in area, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
5. Un-filed mechanic's or materialmen's liens.
6. **Taxes for the year of 2014 and for all subsequent years not yet due and payable.**
7. **Such state of facts as would be disclosed by an accurate survey of the premises.**
8. **Coal, oil, natural gas, or other mineral interest and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.**

NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.