



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **MARSH & ROTHENBUHLER, LLC**
Issuing Office: **249 S Main Street, Bowling Green, OH 43402**
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number:
Issuing Office File Number: **MR260222**
Property Address: **831 Jerry City Road, Jerry City, OH 43437**
Revision Number:

SCHEDULE A

1. Commitment Date: **May 21, 2026 at 7:30 am**
2. Policy to be issued:
 - a. ALTA® Owner's Policy
Proposed Insured: **TBD at auction**
Proposed Amount of Insurance: \$ *tbd*
The estate or interest to be insured: **FEE SIMPLE**
 - b.
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:

Sue E. Stubbins

Source of Title: Deed recorded in Book 3455, Page 968, and Document No. 202507338, in the Recorder's Office of Wood County, Ohio.

5. The Land is described as follows:

See attached Exhibit A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Authorized Signatory

Issuing Agent: **MARSH & ROTHENBUHLER, LLC**
Agent ID No.: **20712934**
Address: **249 S Main Street**
City, State, Zip: **Bowling Green, OH 43402**
Telephone: **419-352-2518**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. **Deed from Sue E. Stubbins to TBD at auction conveying the subject property set forth under Schedule A.**
5. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
6. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
7. Taxes as to Parcel No.: **S66-411-330401039000**

First half of Tax Year 2025 in the amount of \$855.37 are paid in full.

Second half of Tax Year 2025 in the amount of \$855.37 are paid in full.

ANNUAL TAX AMOUNT: 1,710.74

Taxes as to Parcel No.: **S66-411-330401040000**

First half of Tax Year 2025 in the amount of \$65.17 are paid in full.

Second half of Tax Year 2025 in the amount of \$65.17 are paid in full.

ANNUAL TAX AMOUNT: 130.34

Address: **831 Jerry City Road, Jerry City, OH 43437**

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
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 persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. 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 instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Real estate taxes and municipal charges as follows: Subject to taxes and assessments for the year **2026** and all subsequent years.
Parcel No. S66-411-330401039000 and S66-411-330401040000
10. Coal, oil, natural gas or other mineral interest and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

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EXHIBIT A
LEGAL DESCRIPTION

Situated in the County of Wood and State of Ohio:

See exhibit for legal description

Parcel No. S66-411-330401039000

Parcel No. S66-411-330401040000

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LEGAL EXHIBIT

Parcel 1:

Being a parcel of land located in the Southeast 1/4 of Section 33, Portage Township, Wood County, Ohio and being more particularly described as follows: Starting at the Southeast corner of said Section and going Westerly along the South line of said Section a distance of 1295.6 feet to the place of beginning; thence continuing on and along that same line a distance of 60 feet to a point; thence going Northerly along a line parallel to the North-South half section line of said Section a distance of 272.25 feet to a point; thence going Westerly along a line parallel to the South line of said Section a distance of 295 feet to a point; thence going Northerly along a line parallel to the North-South half section line of said Section a distance of 334 feet to a point; thence going Easterly along a line parallel to the South line of Section a distance of 495 feet to a point; thence going Southerly along a line parallel to the West line of said parcel a distance of 334 feet to a point; thence going Westerly along a line parallel to the South line of said Section a distance of 140 feet to a point; thence going Southerly along a line parallel to the West line of said parcel a distance of 272.25 feet to the place of beginning. This parcel contains 4.17 acres of land and is subject to all legal highways and easements. And all in accordance with survey thereof prepared by George W. Smith, Reg. Sur. No. 5626.

LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND:

Being that part of the Southeast Quarter of Section 33, Town 4 North, Range 11 East in the Village of Jerry City, Portage Township, Wood County, Ohio, described as follows: Beginning at a point on the South line of said Section a distance of 1295.60 feet West of the Southeast corner of said Southeast Quarter; thence North and parallel with the East line of said Section a distance of 272.25 feet; thence East and parallel with the South line of said Section a distance of 140 feet thence North and parallel with the East line of said Section a distance of 334 feet; thence West and parallel with the South line of said Section a distance of 347 feet; thence South and parallel with the East line of said Section a distance of 334 feet; thence East and parallel with the South line of said Section a distance of 147 feet; thence South and parallel with the East line of said Section a distance of 272.25 feet to a point on the South line of said Section; thence East along the South line of said Section a distance of 60 feet to the place of beginning and containing 3.035 acres of land, more or less. The Grantors herein convey to the Grantees their right, title and interest in and to a drain tile easement recorded in Volume 525, page 326, Wood County Deed Records. Subject to an easement given by Robert Stubbins to John C. Bair and Darlene Bair dated the 12th day of March, 1976 and recorded in Volume 525, page 174 of the Wood County Deed Records and also subject to other easements and rights of way of record.

Said parcel containing after said exception: 1.13 acres more or less.
Parcel No. S66-411-330401040000

N 234' S 606.25' W 148' 6100 SE

Parcel 2:

A parcel of land located in the Southeast 1/4 of Section 33, Portage Township, Wood County, Ohio and more particularly described as follows: Beginning at a point on the South line of the above described Southeast 1/4 said line also being the centerline of the Jerry City Road, a distance of 1515.60 feet West of the Southeast corner of Section 33, Portage Township, Wood County, Ohio; thence North at right angles to the preceding line a distance of 272.25 feet to a point; thence West on a line parallel to the South Section line of said Section a distance of 135 feet to a point; thence South on a line parallel to the East side of parcel a distance of 272.25 feet to a point on the South Section line of Section 33, Portage Township; thence East on the South line of said Section and Township, a distance of 135 feet to the place of beginning and containing .84 acres of land, more or less.

Reserving easements for driveway purposes over the West 15 feet of the above described parcel, said driveway to provide ingress and egress for the heirs, successors in interest, legatees and devisees of Myron J. Spackey from their property which adjoins the parcel herein conveyed.

Parcel No. S66-411-330401039000 *Pl com 1515.60' W 5200' SE*

John M. Weston
WOOD COUNTY ENGINEER
DESCRIPTION REVIEWED BY:

y 06-18-2025 TM
SURVEYS #437, #38
PD 3455/968

Raymond A. Miller
WOOD COUNTY ENGINEER
DESCRIPTION
REVIEWED BY: *REC 7-6-2016*
TM

John M. Weston
WOOD COUNTY ENGINEER
DESCRIPTION REVIEWED BY:

y 07-23-2025 TM
SURVEYS 437, 38
PD 2025-07338