



\$ \_\_\_\_\_ / Carrollton OH / 7/28/2021  
ON DEMAND after date for value received, individually and collectively.

I promise to pay , Steven Ipson (Sole Member) – Ipson Enterprises LLC ()

on order, the sum of \_\_\_\_\_ Dollars with interest at rate of \_\_0  
percent per annum, payable at 2722 Fulton Dr NW Canton OH 44718, annually.

And I do hereby authorize any Attorney at Law to appear for me in an action of the above note, at any time after said note becomes due, in any Court of Record situated in the County where I then reside or in the County where I or anyone of us signed this warrant and being in the United States, to waive the issuing and service of process, and confess a judgment in favor of the legal holder of the above against me for the amount that may then be due thereon, with interest therein at the rate mentioned, and costs of suit, and to waive and release all errors in said proceedings and the right to appeal from the judgment rendered.

Signature X \_\_\_\_\_

WARNING: "BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDIT OR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE."

Signature X \_\_\_\_\_

**WARNING: Read warning statement above before signing. At Carroll County, OH**

All measurements are approximate and subject to actual survey.

Canton Road (S.R. 43)



# ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

## NOTICE:



**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT. THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE,

INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED. THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

ORT Form 4890 8-1-16  
ALTA Commitment for Title Insurance

(IPSON.PFD/2021-07-84/1)

**EXHIBIT B**

5. **LIMITATIONS OF LIABILITY** (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to: (i) comply with the Schedule B, Part I—Requirements; (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or (iii) acquire the Title or create the Mortgage covered by this Commitment. (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing. (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured. (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount. (e) The Company shall not be liable for the content of the Transaction Identification Data, if any. (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company. (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

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

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

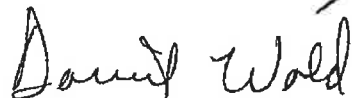
  
STONEMAN TITLE AGENCY

By



Preside

Attest



Secreta

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule A**  
**Commitment**

File Number: 2021-07-84

1. Effective Date: July 13, 2021 at 08:00 AM
2. The policy or policies to be issued are: Amount
  - (a) Owner's Policy:  
Proposed Insured:  
TO BE DETERMINED
  - (b) Loan Policy:  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: Ipsen Enterprises LLC (125/592).
5. The land referred to in this Commitment is described as follows:  
See Exhibit A - Legal Description attached hereto.

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ORT Form 4308 A  
Schedule A  
ALTA Commitment for Title Insurance 6/05

AMERICAN  
LAND TITLE  
ASSOCIATION



(IPSON.PFD/2021-07-84/1)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section I**  
**Commitment**

**REQUIREMENTS**

File Number: 2021-07-84

Effective Date: July 13, 2021

The following are the requirements to be complied with:

1. Release of Mortgage from Ipson Enterprises, LLC to The Huntington National Bank, dated September 27, 2017 and filed for record September 27, 2017 at 2:41 p.m. in OR Book 125, Page 595 of the Carroll County Records.
2. Warranty Deed from Ipson Enterprises, LLC, an Ohio Limited Liability Company, vesting fee simple title in TO BE DETERMINED.

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AMERICAN  
LAND TITLE  
ASSOCIATION



ORT Form 4308 BI  
Schedule BI  
ALTA Commitment for Title Insurance 6/16

(IPSON.PFD/2021-07-84/1)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section II**  
**Commitment**

**EXCEPTIONS**

File Number: 2021-07-84

Effective Date: July 13, 2021

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date 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 persons in possession of the land.
3. Any encroachment, encumbrance, violation, 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 theretofore 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. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Real Estate Taxes for the First Half of 2020 are Paid In Full. Real Estate Taxes for the Second Half of 2020 are Due 7/21/21.

15-0000489.000    3.78 Ac.    \$1553.78 per half\*  
Land: 10,900    Bldg: 69,990    Total: 80,890

\*Reflects MWCD in the amount of \$126.00 per half.

10. Reservation as shown in Trustees Warranty Deed dated September 27, 2017 and filed for record September 27, 2017 at 2:41 p.m. in OR Book 125, Page 592 of the Carroll County Records.
11. Easement for Ingress and Egress between Frederick J. Locker and Joyce L. Locker, Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust dated July 16, 2012 and Mark and Megan Fierstos, dated March 28, 2014 and filed for record March 28, 2014 at 2:59 p.m. in Official Record Book 101, Page 3179 of the Carroll County Records.

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ORT Form 4308 OH-BH  
Schedule B II  
ALTA Commitment for Title Insurance 6/17/06

(IPSON.PFD/2021-07-84/1)



## Schedule B-Section II

(Continued)

File Number: 2021-07-84

12. Easement for Ingress and Egress between Frederick J. Locker and Joyce L. Locker, Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust dated July 16, 2012 and Helen L. McDaniel, dated March 28, 2014 and filed for record March 28, 2014 at 2:59 p.m. in Official Record Book 101, Page 3185 of the Carroll County Records.
13. Memorandum/Certificate of Trust by Frederick J. Locker and Joyce L. Locker, Settlors and Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust dated July 16, 2012, filed for record on July 19, 2012 at 1:39 p.m. and recorded in Official Record Book 84, Page 3860 of the Carroll County Records.
14. Joint Driveway and Maintenance Agreement between Alphons M. Veldhuis, party of the first part, and Neva L. Locker, party of the second part, dated November 6, 2000 and filed for record November 14, 2000 at 11:14 a.m. in Book 6, Page 216 of the Carroll County Records.
15. Paid Up Oil and Gas Lease between Neva L. Locker, a widow, and Frederick James Locker, a married man and Anschutz Exploration Corporation dated April 29, 2008, and filed for record May 27, 2008, at 10:32 a.m. in Official Record Book 46, Page 1785 of the Carroll County Records.

Assignment, Bill of Sale and Conveyance as shown in Official Record Book 97, Page 637 effective March 1, 2012, and filed for record October 17, 2013, at 2:45 p.m. of the Carroll County Records.

Assignment of Oil and Gas Leases as shown in Official Record Book 91, Page 4469 dated April 19, 2013, and filed for record April 22, 2013, at 1:27 p.m. of the Carroll County Records.

16. Oil and Gas Lease between Mr. & Mrs. Harry McCort and F. E. Campbell dated March 24, 1921, and filed for record August 12, 1921, in Lease Volume 17, Page 18 of the Carroll County Records.

Affidavit of Noncompliance with terms of Oil and Gas Leases as shown in Lease Volume 51, Page 338 dated August 17, 1976, and filed for record September 17, 1976, at 1:50 p.m. of the Carroll County Records.

17. Electric Easement from Fred Duvall and Ada Duvall, his wife, to Ohio Power Company dated September 21, 1960, and filed for record October 3, 1960, at 8:30 a.m. in Deed Volume 135, Page 386 of the Carroll County Records.
18. Highway Easement from Fred Duvall aka Fred J. Duvall, married, to the State of Ohio dated July 14, 1960, and filed for record September 22, 1960, at 10:55 a.m. in Deed Volume 135, page 380 of the Carroll County Records.
19. Electric Easement from Alice Crawford, widow, Archie E. Krobe and Alice Krobe, his wife, to The Ohio Power Company dated June 29, 1937, and filed for record July 27, 1987, at 2:12 p.m. in Deed Volume 102, Page 502 of the Carroll County Records.
20. Mortgage from Ipson Enterprises, LLC to The Huntington National Bank, dated September 27, 2017 and filed for record September 27, 2017 at 2:41 p.m. in OR Book 125, Page 595 of the Carroll County Records.

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ORT Form 4308 OH-BU

Schedule B II

ALTA Commitment for Title Insurance 6/17/06

(IPSON.PFD2021-07-84/1)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Exhibit A - Legal Description**  
**Commitment**

File Number: 2021-07-84

Effective Date: July 13, 2021

Situated in the Township of Harrison, County of Carroll, and State of Ohio:

Being the Southwest Quarter of Section 5, Township 15 of Range 6 and being part of a 0.097 acre tract (Tract 8) part of a 27.509 acre tract (Tract 6) and being part of a 2.794 acre tract (Tract 7) as conveyed to Frederick J. Locker and Joyce L. Locker Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust as recorded in Official Record Volume 84, Page 3862 and being more particularly described as follows:

Beginning at a stone monument with a "+" found on the Northeast corner of the Southwest Quarter of Section 5,

Thence N 86° 38' 35" W, a distance of 1549.08 feet to a deed corner (passing over a 3/4" iron pipe found at a distance of 1541.20 feet and said point being north of the quarter section line);

Thence S 12° 53' 48" E along the east line of lands now or formerly owned by Jacob and Susan Dewell (OR 12/2435) and along the east line of lands now or formerly owned by David and Christine McLean (OR 76/4432, a distance of 375.68 feet to a 3/4" iron bar set, said point being the TRUE PLACE OF BEGINNING;

1) Thence N 74° 19' 10" E along a New Division Line, a distance of 207.94 feet to a 3/4" iron bar set;

2) Thence N 83° 25' 35" E along a New Division Line, a distance of 205.46 feet to a 3/4" iron bar set;

3) Thence S 25° 25' 00" E along a New Division Line, a distance of 283.26 feet to a 3/4" iron bar set;

4) Thence S 15° 39' 10" E along a New Division Line, a distance of 112.14 feet to a 1/2" iron bar found;

5) Thence S 85° 33' 15" W along the north line of lands now or formerly owned by Helen McDaniel (93/977), a distance of 483.95 feet to a 3/4" iron bar set and passing over a 3/4" iron bar found at a distance of 444.14 feet, said point being the southwest corner of said Locker Tract 6;

6) Thence N 12° 53' 48" W along the east line of said McLean lands, a distance of 329.93 feet to the TRUE PLACE OF BEGINNING and containing 3.780 acres of land, more or less, of which 2.412 acres are part of Tract 6, 1.324 acres are part of Tract 7 and 0.044 acres are part of Tract 8 as surveyed by David Bodo & Associates, Inc. in December, 2015, but subject to all legal highways and any easements, restrictions or reservations of record.

The Basis of Bearing for this survey was based on Grid North (Ohio State Plane Coordinate System, North Zone, NAD 83) as determined from GPS observations made on January 28, 2014 by David Bodo & Associates, Inc.

Note: All iron bar set are 3/4" in diameter rebar by 30" long with a plastic surveyors cap stamped "David Bodo & Associates". For details of the survey used to prepare this description, see the Survey Plat prepared by David Bodo & Associates, Dated December 1, 2015.

Permanent Parcel No: 15-0000489.000

RESERVATION OF ALL MINERALS AND MINERAL INTERESTS UNDERLYING THE ABOVE DESCRIBED PARCEL AS SHOWN IN OR BOOK 125, PAGE 592.

GRANTORS ALSO GRANTS AND ASSIGNS TO GRANTEE ALL OF THEIR INTEREST IN AN EASEMENT FOR INGRESS AND EGRESS FILED FOR RECORD IN THE CARROLL COUNTY RECORDER'S OFFICE ON THE 28TH

**Exhibit A - Legal Description**  
(Continued)

File Number: 2021-07-84

DAY OF MARCH, 2014 AT 2:59 P.M. AND RECORDED IN OR BOOK 101 AT PAGE 3179.

GRANTORS ALSO GRANTS AND ASSIGNS TO GRANTEE ALL OF THEIR INTEREST IN AN EASEMENT FOR INGRESS AND EGRESS FILED FOR RECORD IN THE CARROLL COUNTY RECORDER'S OFFICE ON THE 28TH DAY OF MARCH, 2014 AT 2:59 P.M. AND RECORDED IN OR BOOK 101 AT PAGE 3185.

SUBJECT TO A JOINT DRIVEWAY AND MAINTENANCE AGREEMENT FILED FOR RECORD IN THE CARROLL COUNTY RECORDER'S OFFICE ON THE 14TH DAY OF NOVEMBER, 2011 AT 11:14 A.M. AND RECORDED IN BOOK 6 AT PAGE 216.

CONVEYANCE EXAMINED  
COMPLIES WITH R.C. SEC. 319.20  
ENTERED FOR TRANSFER

SEP 27 2017

LYNN FAIRCLOUGH

AUDITOR  
"APPROVED" DEED FOR TRACT  
DESCRIPTION ONLY"

BRIAN J. WISE, CO. ENGINEER P.E.P.S.

*Subscribed by* DEPUTY

9-27-17

201700003851 Pages: 3  
Filed for Record in CARROLL County, Ohio  
PATRICIA J. OYER, Recorder  
09/27/2017 02:41 PM Recording Fees: \$36.00  
DEED OR Book: 125 Pages: 592 - 594

STONEHAWK LAW OFFICE DO LPA  
PICK-UP  
63 SECOND ST SW  
CARROLLTON, OH 44615

## Trustees' Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT FREDERICK J. LOCKER AND JOYCE L. LOCKER TRUSTEES OF THE FREDERICK J. LOCKER AND JOYCE L. LOCKER REVOCABLE LIVING TRUST dated July 16, 2012, the Grantors, claiming title by or through instrument recorded in Official Record Book 84, Page 3864, Carroll County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to their full satisfaction of IPSON ENTERPRISES, LLC, the Grantee, whose tax mailing address will be 250 West Mohawk Drive, Malvern, Ohio 44644 do:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, his heirs and assigns, the following described premises, situated in the Township of Harrison, County of Carroll, and State of Ohio:

Being the Southwest Quarter of Section 5, Township 15 of Range 6 and being part of a 0.097 acre tract (Tract 8) part of a 27.509 acre tract (Tract 6) and being part of a 2.794 acre tract (Tract 7) as conveyed to Frederick J. Locker and Joyce L. Locker Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust as recorded in Official Record Volume 84, Page 3862 and being more particularly described as follows:

Beginning at a stone monument with a "+" found on the Northeast corner of the Southwest Quarter of Section 5,

Thence N 86° 38' 35" W, a distance of 1549.08 feet to a deed corner (passing over a 3/4" iron pipe found at a distance of 1541.20 feet and said point being north of the quarter section line);

Thence S 12° 53' 48" E along the east line of lands now or formerly owned by Jacob and Susan Dewell (OR 12/2435) and along the east line of lands now or formerly owned by David and Christine McLean (OR 76/4432, a distance of 375.68 feet to a 3/4" iron bar set, said point being the TRUE PLACE OF BEGINNING;

- 1) Thence N 74° 19' 10" E along a New Division Line, a distance of 207.94 feet to a 3/4" iron bar set;
- 2) Thence N 83° 25' 35" E along a New Division Line, a distance of 205.46 feet to a 3/4" iron bar set;
- 3) Thence S 25° 25' 00" E along a New Division Line, a distance of 283.26 feet to a 3/4" iron bar set;
- 4) Thence S 15° 39' 10" E along a New Division Line, a distance of 112.14 feet to a 1/2" iron bar found;
- 5) Thence S 85° 33' 15" W along the north line of lands now or formerly owned by Helen McDaniel (93/977), a distance of 483.95 feet to a 3/4" iron bar set and passing over a 3/4" iron bar found at a distance of 444.14 feet, said point being the southwest corner of said Locker Tract 6;
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The Basis of Bearing for this survey was based on Grid North (Ohio State Plane Coordinate System, North Zone, NAD 83) as determined from GPS observations made on January 28, 2014 by David Bodo & Associates, Inc.

Note: All iron bar set are 3/4" in diameter rebar by 30" long with a plastic surveyors cap stamped "David Bodo & Associates". For details of the survey used to prepare this description, see the Survey Plat prepared by David Bodo & Associates, Dated December 1, 2015.

Permanent Parcel Nos.: Split from 15-0000489.002; 15-0000489.000; and  
15-0000489.001

**GRANTORS HEREBY RESERVE ALL MINERALS AND MINERAL INTERESTS UNDERLYING THE ABOVE DESCRIBED PARCELS.**

**GRANTORS ALSO GRANTS AND ASSIGNS TO GRANTEE ALL OF THEIR INTEREST IN AN EASEMENT FOR INGRESS AND EGRESS FILED FOR RECORD IN THE CARROLL COUNTY RECORDER'S OFFICE ON THE 28<sup>TH</sup> DAY OF MARCH, 2014 AT 2:59 P.M. AND RECORDED IN OR BOOK 101 AT PAGE 3179.**

**GRANTORS ALSO GRANTS AND ASSIGNS TO GRANTEE ALL OF THEIR INTEREST IN AN EASEMENT FOR INGRESS AND EGRESS FILED FOR RECORD IN THE CARROLL COUNTY RECORDER'S OFFICE ON THE 28<sup>TH</sup> DAY OF MARCH, 2014 AT 2:59 P.M. AND RECORDED IN OR BOOK 101 AT PAGE 3185.**

**SUBJECT TO A JOINT DRIVEWAY AND MAINTENANCE AGREEMENT FILED FOR RECORD IN THE CARROLL COUNTY RECORDER'S OFFICE ON THE 14<sup>TH</sup> DAY OF NOVEMBER, 2011 AT 11:14 A.M. AND RECORDED IN BOOK 6 AT PAGE 216.**

**TO HAVE AND TO HOLD** the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and his separate heirs and assigns forever.

**AND THE SAID** Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantee, his heirs and assigns, that said Grantors are the true and lawful owners of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantors will warrant and defend the same against all claims whatsoever except as provided herein.

IN WITNESS WHEREOF, the Grantors hereunto set their hands the 27<sup>th</sup> day of September, 2017.

**GRANTORS:  
THE FREDERICK J. LOCKER AND  
JOYCE L. LOCKER REVOCABLE  
LIVING TRUST dated July 16, 2012**

Frederick J. Locker, TRUSTEE  
FREDERICK J. LOCKER, TRUSTEE

Joyce L. Locker, TRUSTEE  
JOYCE L. LOCKER, TRUSTEE

STATE OF OHIO                    )  
  ) SS:  
CARROLL COUNTY                )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above named, **Frederick J. Locker and Joyce L. Locker**, and acknowledged that they did sign this instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this  
27<sup>th</sup> day of September, 2017.



WILLIAM J. STONEMAN  
Notary Public, State of Ohio  
My Commission Expires 05-19-2021

  
NOTARY PUBLIC

**This Instrument Prepared By:**  
Stoneman Law Office Co, LPA  
63 2<sup>nd</sup> Street SW, P.O. Box 326  
Carrollton, OH 44615



201400001966  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER, RECORDER  
03-28-2014 At 02:59 pm.  
EASEMENT D 68.00  
OR Book 101 Page 3179 - 3186 ✓

Transfer NOT Necessary  
E. Leroy Van Horne  
Carroll County Auditor

EASEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT is made on this 28<sup>th</sup> day of MARCH, 2014,

between FREDERICK J. LOCKER AND JOYCE L. LOCKER, TRUSTEES OF THE FREDERICK J.

LOCKER AND JOYCE L. LOCKER REVOCABLE LIVING TRUST dated July 16, 2012, whose

address is 7382 Shady Hollow Road N.W., Canton, Ohio 44718, Grantor, and MARK AND

MEGAN FIERSTOS, whose address is 3136 Canton Road N.W., Carrollton, Ohio 44615, and

FREDERICK J. LOCKER AND JOYCE L. LOCKER, TRUSTEES OF THE FREDERICK J. LOCKER AND

JOYCE L. LOCKER REVOCABLE LIVING TRUST dated July 16, 2012, whose address is 7382

Shady Hollow Road N.W., Canton, Ohio 44718, Grantees.

A. Grantor is the owner (O.R. 84, Pg. 3862) in fee simple of the real property described in Exhibit "A" (0.097 being parcel number 15-0000489.001 and 2.794 acres being parcel number 15-0000489.000) attached to this Agreement.

B. Grantees, Mark and Megan B. Fierstos are the owners (D.V. 297, Pg. 280) in fee simple of the real property as described in Exhibit "B" (1.934 acres and 0.071 acres together being parcel number 15-0000763.000) attached to this Agreement.

C. Grantee, FREDERICK J. LOCKER AND JOYCE L. LOCKER, TRUSTEES OF THE FREDERICK J. LOCKER AND JOYCE L. LOCKER REVOCABLE LIVING TRUST dated July 16, 2012, is the owner (O.R. 84, Pg. 3862) in fee simple of the real property described in Exhibit "C" (46.10 acres being parcel number 15-0000488.000 and 6.789 acres being parcel number 15-0000489.003 and 27.509 acres being parcel number 15-0000489.002) attached to this Agreement.

D. Grantees desire to acquire an easement for ingress and egress from Grantor, and Grantor is willing to grant this easement on the terms set forth below.

NOW, THEREFORE, for valuable consideration paid, Grantor and Grantees agree as follows:

1. Grantor grants to Grantees a perpetual easement and non-exclusive right to the ingress and egress over and across the said Easement for all ordinary private driveway purposes on the Easement Area as described on Exhibit "D" which is attached hereto and incorporated herein.
2. This easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor and Grantees and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 28<sup>th</sup> day of MARCH, 2014.

GRANTORS:

Frederick J. Locker, TRUSTEE  
FREDERICK J. LOCKER, TRUSTEE

Joyce L. Locker, TRUSTEE  
JOYCE L. LOCKER, TRUSTEE

STATE OF OHIO           )  
                                  ) SS:  
CARROLL COUNTY       )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Grantors, Frederick J. Locker and Joyce L. Locker, Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust dated July 16, 2012 and acknowledged that they did sign this instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28<sup>th</sup> day of MARCH, 2014.

(SEAL)

Instrument Prepared By:  
Stoneman Law Office Co, LPA  
63 Second Street S.W.  
P.O. Box 326  
Carrollton, Ohio 44615

William J. Stoneman  
NOTARY PUBLIC

WILLIAM J. STONEMAN  
Notary Public, State of Ohio  
My Commission Expires May 10, 2016

**EXHIBIT "A"**  
**(3.037 acres)**

Tract One:

Situated in the Township of Harrison, County of Carroll and State of Ohio:

Known as being a part of the Southwest Quarter of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of said quarter section; thence North 85 deg. 42' West along the quarter section line 1549.03' to an iron pin on the East line of State Route #43; thence South 12 deg. 00' 43" East 211.69' to an iron pin and the true place of beginning for the tract herein described; thence continuing South 12 deg. 00' 45" East 209.63' to an iron pin; thence North 77 deg. 59' 15" East 20.00' to an iron pin; thence North 12 deg. 00' 45" West 215.00' to an iron pin; thence South 62 deg. 57' West 20.71' to an iron pin and the true place of beginning.

Containing 0.097 of an acre more or less.

PPN: 15-0000489.001

Tract Two:

Situated in the Township of Harrison, County of Carroll and State of Ohio:

Known as being a part of the Southwest Quarter of Section 5, Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of said quarter section; thence North 85 deg. 42' West along the quarter section line 1549.03' to an iron pin; thence South 12 deg. 00' 45" East along the center of old State Route #43, 421.32' to a point and the true place of beginning for the tract herein described; thence North 77 deg. 59' 15" East 20.00' to a point; thence North 12 deg. 00' 45" West 215.00' to an iron pin; thence North 62 deg. 57' East 117.29' to an iron pin; thence North 79 deg. 29' East 285.20' to an iron pin; thence South 7 deg. 25' East 147.90' to an iron pin; thence South 84 deg. 19' West 199.90' to an iron pin; thence South 5 deg. 12' East 401.70' to an iron pin; thence South 86 deg. 08' West 161.70' to a point in the center of State Route #43; thence North 12 deg. 00' 45" West along the center of new and old State Route #43, 264.68' to a point and the true place of beginning, containing 2.794 acres, more or less.

PPN: 15-00000489.000

**EXHIBIT "B"**  
**(2.005 Acres)**

**Tract One:**

Situated in the Township of Harrison, County of Carroll and State of Ohio:

Known as being a part of the Northwest and Southwest Quarters of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of the Southwest Quarter of Section 5; thence North 85 degrees 42' West along the quarter section line 1549.03' to an iron pin; thence South 12 degrees 00' 45" East 50.00' to an iron pin; thence South 85 degrees 42' East 20.84' to an iron pin and the true place of beginning for the tract herein described; thence North 75 degrees 42' 40" East 81.40' to an iron pin; thence North 17 degrees 00' 15" East 128.38' to an iron pin; thence North 81 degrees; thence 26' 10" East 270.20' to an iron pin; thence South 7 degrees 25' East 227.70' to an iron pin; thence South 79 degrees 29' West 285.20' to an iron pin; thence South 62 degrees 57' East 117.29' to an iron pin; thence North 12 degrees 00' 45" West 150.02' to an iron pin and the true place of beginning.

Containing 0.884 acres more or less in the Northwest Quarter of Section 5; and 1.050 acres more or less in the Southwest Quarter of Section 5.

**Tract Two:**

Situated in the Township of Harrison, County of Carroll and State of Ohio:

Known as being a part of the Southwest Quarter of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of said quarter section; thence North 85 degrees 42' West along the quarter section line 1549.03' to an iron pin on the East line of State Route #43; thence South 12 degrees 00' 45" East 50.00' to an iron pin and the true place of beginning for the tract herein described; thence continuing South 12 degrees 00' 45" 161.69' to an iron pin; thence North 62 degrees 57' East 20.71' to an iron pin; thence North 12 degrees 00' 45" West 150.02' to an iron pin; thence North 85 degrees 42' West 20.84' to an iron pin and the true place of beginning.

Containing 0.071 of an acre more or less.

Containing in all of the above described tracts, 2.005 acres, more or less.

PPN: 15-0000763.000 (Includes Tract One and Tract Two)

**EXHIBIT "C"**  
**(80.398)**

Tract One:

Situated in the Township of Harrison, County of Carroll, and State of Ohio:

And known as being a part of the Northwest Quarter of Section #5, Township #15, Range 6, Harrison Township, Carroll County, Ohio.

Beginning at a stone at the southeast corner of said quarter section; thence 87 deg. 44' 35" West 569.64' along the quarter section line to a point; thence North 2 deg. 01' 50" East 428.51' to an iron pin and the true place of beginning for the tract herein described; thence North 2 deg. 01' 50" East 2211.69' to a point on the quarter section line; thence North 87 deg. 48' 10" West along the quarter section line 627.00' to a point; thence South 12 deg. 52' West 2636.67' to an iron pin on the quarter section line; thence North 87 deg. 44' 35" West 56.91' to an iron pin; thence South 12 deg. 00' 45" East 50' to an iron pin; thence South 85 deg. 42' East 20.84' to an iron pin; thence North 75 deg. 42' 40" East 81.40' to an iron pin; thence North 14 deg. 25' 40" East 128.88' to an iron pin; thence North 81 deg. 26' 10" East 273.20' to an iron pin; thence North 7 deg. 25' West 145.70' to an iron pin; thence North 85 deg. 37' East 802.27' to an iron pin and the true place of beginning, containing 46.10 acres more or less.

PPN: 15-0000488.000

Tract Two:

Situated in the Township of Harrison, County of Carroll, and State of Ohio:

Known as being a part of the Northwest and Southwest Quarters of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of the Southwest Quarter of Section 5, thence South 2 deg. 04' 20" West along the quarter section line 1117.20' to an iron pin; thence South 80 deg. 27' 30" West 712.49' to an iron pin; thence North 15 deg. 00' West 699.63' to an iron pin; thence South 86 deg. 08' West 483.95' to a point in the center of State Route #43; thence North 12 deg. 00' 45" West along the center of said road 20.00' to a point; thence North 86 deg. 08' East 161.70' to an iron pin; thence North 5 deg. 12' West 401.70' to an iron pin; thence North 84 deg. 19' East 199.90' to an iron pin; thence North 7 deg. 25' West 521.30' to an iron pin; thence North 85 deg. 37' East 802.27' to an iron pin; thence South 2 deg. 01' 50" West 428.51' to an iron pin on the quarter section line; thence South 87 deg. 44' 35" East along the quarter section line 369.64' to a stone at the Southeast corner of the Northwest Quarter of Section 5 and the place of beginning.

Containing in the Northwest Quarter of Section 5, 6.789 acres more or less and in the Southwest Quarter of Section 5, 27.509 acres, more or less.

PPN: 15-0000489.003 (6.7890 acres)

15-0000489.002 (27.509 acres)

**EXHIBIT "D"**  
**(0.065 acres)**

Situated in the Township of Harrison, County of Carroll and State of Ohio:

Being the Southwest Quarter of Section 5, Township 15 of Range 6 and being part of a new 1.547 acre tract of land as now or formerly owned by Frederick J. Locker and Joyce L. Locker Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust by Deed as recorded in Official Record Volume 84, Page 3862, said easement being 20 feet wide for ingress and egress to a 46.10 acre parcel as now owned by Fred and Joyce Locker and a 2.005 acre parcel as now or formerly owned by Mark and Megan Fierstos and being more particularly described as follows:

Beginning at a stone monument with a "+" found on the Northeast corner of the Southwest Quarter of Section 5,

Thence N 86° 38' 36" W, a distance of 1549.08 feet to a deed corner (passing over a ¾" iron pipe found at a distance of 1541.20 feet and said point being north of the quarter section line);

Thence S 12° 53' 48" E along the east line of lands now or formerly owned by Jacob and Susan Dewell (OR 12/2435) and along the east line of lands now or formerly owned by David and Christine McLean (OR 76/4432), a distance of 210.68 feet to a ¾" iron bar set on the southwest corner of lands now or formerly owned by Mark and Megan Fierstos (297/280), said point being the TRUE PLACE OF BEGINNING;

- 1) Thence N 63° 32' 40" E along the south line of said Fierstos lands, a distance of 20.57 feet to a point;
- 2) Thence S 12° 53' 48" E along a line parallel to and 20.00 feet east of the west line of said 1.547 acre parcel, a distance of 143.85 feet to a point on the south line of said 1.547 acre parcel;
- 3) Thence S 74° 19' 10" W along the south line of said 1.547 acre parcel, a distance of 20.02 feet to a ¾" iron bar set on the southwest corner of said parcel;
- 4) Thence N 12° 53' 48" W along the west line of said 1.547 acre parcel, a distance of 140.00 feet to the terminus of this easement and containing 0.065 acres of land, more or less, as surveyed by David J. Bodo, Ohio Registered Surveyor Number 6321 in March, 2014, but subject to all legal highways and any easements, restrictions or reservations of record.

The Basis of Bearing for this survey was based on Grid North (Ohio State Plane Coordinate System, North Zone, NAD 83) as determined from GPS observations made on January 28, 2014 by David Bodo & Associates, Inc.



201400001967  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER, RECORDER  
03-28-2014 At 02:59 pm.  
EASEMENT D 68.00  
OR Book 101 Page 3125 - 3190 ✓  
②

Transfer NOT Necessary  
E. Leroy Van Horne  
Carroll County Auditor

EASEMENT FOR INGRESS AND EGRESS

THIS AGREEMENT is made on this 28<sup>th</sup> day of MARCH, 2014,  
between FREDERICK J. LOCKER AND JOYCE L. LOCKER, TRUSTEES OF THE FREDERICK J.  
LOCKER AND JOYCE L. LOCKER REVOCABLE LIVING TRUST dated July 16, 2012, whose  
address is 7382 Shady Hollow Road N.W., Canton, Ohio 44718, Grantor, and HELEN L.  
McDANIEL, whose address is 3118 Canton Road N.W., Carrollton, Ohio 44615, and  
FREDERICK J. LOCKER AND JOYCE L. LOCKER, TRUSTEES OF THE FREDERICK J. LOCKER AND  
JOYCE L. LOCKER REVOCABLE LIVING TRUST dated July 16, 2012, whose address is 7382  
Shady Hollow Road N.W., Canton, Ohio 44718, Grantees.

A. Grantor is the owner (O.R. 84, Pg. 3862) in fee simple of the real property  
described in Exhibit "A" (0.097 acres being parcel number 15-0000489.001; 2.794 acres  
being parcel number 15-0000489.000; and 6.789 acres being parcel number 15-  
0000489.003 and 27.509 acres being parcel number 15-0000489.002) attached to this  
Agreement.

B. Grantee, Helen L. McDaniel is the owner (O.R. 93, Pg. 977) in fee simple of the  
real property described in Exhibit "B" (60 acres being parcel number 15-0000615.000 acres;  
22 acres being parcel number 15-0000614.000; 1.00 acre being parcel number 15-  
0000613.000 and 1 acre being parcel number 15-0000612.000) attached to this Agreement.

C. Grantee, FREDERICK J. LOCKER AND JOYCE L. LOCKER, TRUSTEES OF THE  
FREDERICK J. LOCKER AND JOYCE L. LOCKER REVOCABLE LIVING TRUST dated July 16, 2012,  
is the owner (O.R. 84, Pg. 3862) in fee simple of the real property described in Exhibit "C"  
(0.097 acre being parcel number 15-0000489.001; 2.794 acres being parcel number 15-  
0000489.000; and 6.789 acres being parcel number 15-0000489.003 and 27.509 acres being  
parcel number 15-0000489.002) attached to this Agreement.

D. Grantees desire to acquire an easement for ingress and egress from Grantor, and Grantor is willing to grant this easement on the terms set forth below.

NOW, THEREFORE, for valuable consideration paid, Grantor and Grantees agree as follows:

1. Grantor grants to Grantees a perpetual easement and non-exclusive right to the ingress and egress over and across the said Easement for all ordinary private driveway purposes on the Easement Area as described on Exhibit "D" which is attached hereto and incorporated herein.
2. This easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor and Grantees and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 28<sup>th</sup> day of MARCH, 2014.

GRANTORS:

Frederick J. Locker, TRUSTEE  
FREDERICK J. LOCKER, TRUSTEE

Joyce L. Locker, TRUSTEE  
JOYCE L. LOCKER, TRUSTEE

STATE OF OHIO           )  
                                  ) SS:  
CARROLL COUNTY        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Grantors, Frederick J. Locker and Joyce L. Locker, Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust dated July 16, 2012 and acknowledged that they did sign this instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28<sup>th</sup> day of MARCH, 2014.

William J. Stoneman  
NOTARY PUBLIC

Instrument Prepared By:  
Stoneman Law Office Co, LPA  
63 Second Street S.W., P.O. Box 326  
Carrollton, Ohio 44615

WILLIAM J. STONEMAN  
Notary Public, State of Ohio  
My Commission Expires May 19, 2016

**EXHIBIT "A"**  
**(37.189 acres)**

Tract One:

Situated in the Township of Harrison, County of Carroll and State of Ohio:  
Known as being a part of the Southwest Quarter of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of said quarter section; thence North 85 deg. 42' West along the quarter section line 1549.03' to an iron pin on the East line of State Route #43; thence South 12 deg. 00' 43" East 211.69' to an iron pin and the true place of beginning for the tract herein described; thence continuing South 12 deg. 00' 45" East 209.63' to an iron pin; thence North 77 deg. 59' 15" East 20.00' to an iron pin; thence North 12 deg. 00' 45" West 215.00' to an iron pin; thence South 62 deg. 57' West 20.71' to an iron pin and the true place of beginning.

Containing 0.097 of an acre more or less.

PPN: 15-0000489.001

Tract Two:

Situated In the Township of Harrison, County of Carroll and State of Ohio:  
Known as being a part of the Southwest Quarter of Section 5, Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of said quarter section; thence North 85 deg. 42' West along the quarter section line 1549.03' to an iron pin; thence South 12 deg. 00' 45" East along the center of old State Route #43, 421.32' to a point and the true place of beginning for the tract herein described; thence North 77 deg. 59' 15" East 20.00' to a point; thence North 12 deg. 00' 45" West 215.00' to an iron pin; thence North 62 deg. 57' East 117.29' to an iron pin; thence North 79 deg. 29' East 285.20' to an iron pin; thence South 7 deg. 25' East 147.90' to an iron pin; thence South 84 deg. 19' West 199.90' to an iron pin; thence South 5 deg. 12' East 401.70' to an iron pin; thence South 86 deg. 08' West 161.70' to a point in the center of State Route #43; thence North 12 deg. 00' 45" West along the center of new and old State Route #43, 264.68' to a point and the true place of beginning, containing 2.794 acres, more or less.

PPN: 15-00000489.000

Tract Three:

Situated in the Township of Harrison, County of Carroll, and State of Ohio:  
Known as being a part of the Northwest and Southwest Quarters of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of the Southwest Quarter of Section 5, thence South 2 deg. 04' 20" West along the quarter section line 1117.20' to an iron pin; thence South 80 deg. 27' 30" West 712.49' to an iron pin; thence North 15 deg. 00' West 699.63' to an iron pin; thence South 86 deg. 08' West 483.95' to a point in the center of State Route #43; thence North 12 deg. 00' 45" West along the center of said road 20.00' to a point; thence North 86 deg. 08' East 161.70' to an iron pin; thence North 5 deg. 12' West 401.70' to an iron pin; thence North 84 deg. 19' East 199.90' to an iron pin; thence North 7 deg. 25' West 521.30' to an iron pin; thence North 85 deg. 37' East 802.27' to an iron pin; thence South 2 deg. 01' 50" West 428.51 to an iron pin on the quarter section line; thence South 87 deg. 44' 35" East along the quarter section line 369.64' to a stone at the Southeast corner of the Northwest Quarter of Section 5 and the place of beginning.

Containing in the Northwest Quarter of Section 5, 6.789 acres more or less and in the Southwest Quarter of Section 5, 27.509 acres, more or less.

PPN: 15-0000489.003 (6.7890 acres)

15-0000489.002 (27.509 acres)

**EXHIBIT "B"**  
**(84 acres)**

**Tract One:**

Situated in the Township of Harrison, County of Carroll and State of Ohio:

And known as a part of the West half of the Northeast Quarter of Section 5, Township 15, Range 6 and bounded and described as follows:

Beginning at the Southwest corner of said Northeast Quarter; thence east along the south line of said Northeast Quarter 20 chains to the east line of said West half; thence North along the East line of said West half to the South side of the W. & L. E. Railroad Right of Way; thence Northwesterly and along the South right of way of said railroad to the west line of said Northeast Quarter; thence South on and along the West line of said Northeast Quarter to the place of beginning, containing sixty (60) acres, more or less.

PPN: 15-0000615.000

**Tract Two:**

Situated in the Township of Harrison, County of Carroll and State of Ohio:

And known as a part of the East side of the Northwest Quarter of Section 5, Township 15, Range 6, and bounded and described as follows:

Beginning at the Southeast corner of said Northwest Quarter; thence west along the South line of said Northwest Quarter 5.50 chains; thence North and parallel to the east line of said quarter 40 chains to the North line of said Northwest Quarter; thence East along the North line of said quarter to the South line of the W. & L. E. Railroad Right of Way; thence following the South right of way line in a southeasterly direction to the east line of said Northwest Quarter; thence South on and along the east line of said Northwest Quarter to the place of beginning, containing 22.00 acres, more or less.

Containing in the aggregate in both of said tracts, eight-two (82) acres, more or less.

Subject to Right of Way from Fred Duvall et ux to John M. Bosler et ux (Deed Vol. 113, page 206) and amendment to Right of Way (Article of Agreement 3 page 275).

PPN: 15-0000614.000

**Tract Three:**

Situated in the Township of Harrison, County of Carroll and State of Ohio:

Known as and being a part of the Southwest Quarter of Section Five (5), Township Fifteen (15), Range Six (6), beginning at a stone at the northeast corner of said quarter section; thence North 85 deg. 42' west along the quarter section line 1492.12' to a point; thence south 10 deg. 29' 28" east 702.57' to a stake; thence south 15 deg. 00' East along the east right of way line of State Route #43, 100.00' to a stake and the true place of beginning for the tract herein described; thence north 86 deg. 08' East 443.95' to a stake; thence south 15 deg. 00' east 100.00' to a stake; thence south 86 deg. 08' West 443.95' to a stake on the east right of way line of State Route #43; thence north 15 deg. 00' West along said right of way line 100.00' to a stake and the true place of beginning, containing 1.000 acre, more or less.

PPN: 15-0000613.000

**Tract Four:**

Situated in the Township of Harrison, County of Carroll and State of Ohio:

Known as and being a part of the Southwest quarter of Section #5, Township #15, Range #6, Harrison Township, Carroll County, Ohio.

Beginning at a stone at the northeast corner of said quarter section; thence north 85° 42' west along the quarter section line 1492.12' to a point; thence south 10° 29' 28" east 702.57' to a stake on the east right of way line of State Route #43 and the true place of beginning for the tract herein described; thence north 86° 08' east 443.95' to a stake; thence south 15° 00' East 100.00' to a stake; thence south 86° 08' West 443.95' to a stake on the east right of way line of State Route #43; thence north 15° 00' West along said right of way line 100.00' to a stake and the true place of beginning, containing 1.000 acre, more or less.

PPN: 15-0000612.000

**EXHIBIT "C"**  
**(37.189 acres)**

Tract One:

Situated in the Township of Harrison, County of Carroll and State of Ohio:  
Known as being a part of the Southwest Quarter of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.  
Beginning at a stone at the Northeast corner of said quarter section; thence North 85 deg. 42' West along the quarter section line 1549.03' to an iron pin on the East line of State Route #43; thence South 12 deg. 00' 43" East 211.69' to an iron pin and the true place of beginning for the tract herein described; thence continuing South 12 deg. 00' 45" East 209.63' to an iron pin; thence North 77 deg. 59' 15" East 20.00' to an iron pin; thence North 12 deg. 00' 45" West 215.00' to an iron pin; thence South 62 deg. 57' West 20.71' to an iron pin and the true place of beginning.  
Containing 0.097 of an acre more or less.

PPN: 15-0000489.001

Tract Two:

Situated in the Township of Harrison, County of Carroll and State of Ohio:  
Known as being a part of the Southwest Quarter of Section 5, Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.  
Beginning at a stone at the Northeast corner of said quarter section; thence North 85 deg. 42' West along the quarter section line 1549.03' to an iron pin; thence South 12 deg. 00' 45" East along the center of old State Route #43, 421.32' to a point and the true place of beginning for the tract herein described; thence North 77 deg. 59' 15" East 20.00' to a point; thence North 12 deg. 00' 45" West 215.00' to an iron pin; thence North 62 deg. 57' East 117.29' to an iron pin; thence North 79 deg. 29' East 285.20' to an iron pin; thence South 7 deg. 25' East 147.90' to an iron pin; thence South 84 deg. 19' West 199.90' to an iron pin; thence South 5 deg. 12' East 401.70' to an iron pin; thence South 86 deg. 08' West 161.70' to a point in the center of State Route #43; thence North 12 deg. 00' 45" West along the center of new and old State Route #43, 264.68' to a point and the true place of beginning, containing 2.794 acres, more or less.

PPN: 15-00000489.000

Tract Three:

Situated in the Township of Harrison, County of Carroll, and State of Ohio:  
Known as being a part of the Northwest and Southwest Quarters of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.  
Beginning at a stone at the Northeast corner of the Southwest Quarter of Section 5, thence South 2 deg. 04' 20" West along the quarter section line 1117.20' to an iron pin; thence South 80 deg. 27' 30" West 712.49' to an iron pin; thence North 15 deg. 00' West 699.63' to an iron pin; thence South 86 deg. 08' West 483.95' to a point in the center of State Route #43; thence North 12 deg. 00' 45" West along the center of said road 20.00' to a point; thence North 86 deg. 08' East 161.70' to an iron pin; thence North 5 deg. 12' West 401.70' to an iron pin; thence North 84 deg. 19' East 199.90' to an iron pin; thence North 7 deg. 25' West 521.30' to an iron pin; thence North 85 deg. 37' East 802.27' to an iron pin; thence South 2 deg. 01' 50" West 428.51 to an iron pin on the quarter section line; thence South 87 deg. 44' 35" East along the quarter section line 369.64' to a stone at the Southeast corner of the Northwest Quarter of Section 5 and the place of beginning.  
Containing in the Northwest Quarter of Section 5, 6.789 acres more or less and in the Southwest Quarter of Section 5, 27.509 acres, more or less.

PPN: 15-0000489.003 (6.7890 acres)  
15-0000489.002 (27.509 acres)

**EXHIBIT "D"**  
**(0.361 acre)**

Situated in the Township of Harrison, County of Carroll and State of Ohio:

Being part of the Southwest Quarter of Section 5, Township 15 of Range 6 and being part of a new 1.547 acre tract of land as now or formerly owned by Frederick J. Locker and Joyce L. Locker Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust by Deed as recorded in Official Record Volume 84, Page 3862, said easement being of variable width for ingress and egress to lands now or formerly owned by Helen McDaniel (O.R. 93/977) and lands as now owned by Fred and Joyce Locker and being more particularly described as follows:

Beginning at a stone monument with a "+" found on the Northeast corner of the Southwest Quarter of Section 5,

Thence N 86° 38' 36" W, a distance of 1549.08 feet to a deed corner (passing over a ½" iron pipe found at a distance of 1541.20 feet and said point being north of the quarter section line);

Thence S 12° 53' 48" E along the east line of lands now or formerly owned by Jacob and Susan Dewell (OR 12/2435) and along the east line of lands now or formerly owned by David and Christine McLean (OR 76/4432), a distance of 287.47 feet to a point, said point being the TRUE PLACE OF BEGINNING;

- 1) Thence N 83° 25' 35" E along the north side of an existing drive leading to lands now or formerly owned by Helen McDaniel (O.R. 93/977), a distance of 411.17 feet to a ½" iron pipe found;
- 2) Thence S 8° 13' 25" E along the east line of said 1.547 acre parcel, a distance of 30.00 feet to a ¾" iron bar set;
- 3) Thence S 83° 25' 35" W along the south line of said 1.547 acre parcel, a distance of 200.24 feet to a ½" pinch top pipe found;
- 4) Thence S 74° 19' 10" W along the south line of said 1.547 acre parcel, a distance of 207.45 feet to a ¾" iron bar set on the southwest corner of said parcel;
- 5) Thence N 12° 53' 48" W along the west line of said 1.547 acre parcel, a distance of 63.21 feet to the terminus of this easement and containing 0.361 acres of land, more or less, as surveyed by David J. Bodo, Ohio Registered Surveyor Number 6321 in March, 2014, but subject to all legal highways and any easements, restrictions or reservations of record.

The Basis of Bearing for this survey was based on Grid North (Ohio State Plane Coordinate System, North Zone, NAD 83) as determined from GPS observations made on January 28, 2014 by David Bodo & Associates, Inc.



201200006015  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER, RECORDER  
07-19-2012 At 01:37 PM.  
MEMO TRUST 28.00  
DR Book B4 Page 3060 - 3061



## MEMORANDUM/CERTIFICATE OF TRUST

The undersigned Settlers and Co-Trustees hereby certify the following:

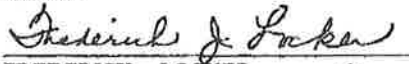
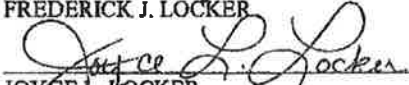
This Memorandum/Certificate of Trust refers to the FREDERICK J. LOCKER AND JOYCE L. LOCKER REVOCABLE LIVING TRUST dated July 14, 2012, and any amendments thereto, under a revocable trust agreement executed on July 16, 2012, by Frederick J. Locker and Joyce L. Locker as Settlers and Co-Trustees.

1. The address of the Settlers is 7382 Shady Hollow Rd., NW, Canton, Ohio 44718.
2. The primary Co-Trustees of our Trust are Frederick J. Locker and Joyce L. Locker.
3. The present Co-Trustees are Frederick J. Locker and Joyce L. Locker.
4. The social security number of either of the Settlers may be used as the taxpayer identification number (TIN) or (EIN) for the Trust during the lifetime of the Settlers.
5. Unless otherwise provided in this Trust Agreement, when Settlers are serving as Co-Trustees under our Trust, Settlers may conduct business and act on behalf of this Trust without the consent of any other Trustee(s).
6. The Trustee(s) under the Trust Agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interest and real and personal property in the Trust's name and to execute any and all necessary documents on behalf of the Trust. All powers of the Trustee(s) are fully set forth in Article VIII of the Trust Agreement.
7. The Trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over the Trust property.
8. No person or entity paying money to or delivering property to the Trustee(s) shall be required to see its application. All persons relying on this document regarding the Trustee(s) and their powers over Trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Memorandum/Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Memorandum/Certificate of Trust are true and correct and that it was executed in the County of Carroll, Village of Carrollton, Ohio, on July 16, 2012.

  
Kathleen Ann Stoneman  
  
William E. Stoneman

Settlers:

  
FREDERICK J. LOCKER  
  
JOYCE L. LOCKER

Trustees:

Kathleen Allmon Stoneman  
Kathleen Allmon Stoneman

Frederick J. Locker  
FREDERICK J. LOCKER  
Joyce L. Locker  
JOYCE L. LOCKER

STATE OF OHIO        ]  
                              ]§  
CARROLL COUNTY     ]

Before me a NOTARY PUBLIC, in and for said County and State, personally appeared the above named Frederick J. Locker and Joyce L. Locker, as Settlers, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
at CARROLLTON, Ohio, this 16<sup>th</sup> day of July, 2012.

William J. Stoneman  
Notary Public

WILLIAM J. STONEMAN  
Notary Public, State of Ohio  
My Commission Expires May 19, 2016

STATE OF OHIO        ]  
                              ]§  
CARROLL COUNTY     ]

Before me a NOTARY PUBLIC, in and for said County and State, personally appeared the above named, Frederick J. Locker and Joyce L. Locker, Co-Trustees, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
CARROLLTON, Ohio, this 16<sup>th</sup> day of July, 2012.

William J. Stoneman  
Notary Public

WILLIAM J. STONEMAN  
Notary Public, State of Ohio  
My Commission Expires May 19, 2016

THIS INSTRUMENT PREPARED BY:  
The Law Office of Stoneman and Okey Co, LPA  
Attorney Kathleen Allmon Stoneman  
63 Second Street, SW  
P.O. Box 326  
Carrollton, Ohio 44615

Benson  
TITLE

INDEXED	<input type="checkbox"/>	RANGED	<input type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>	MGN. ENTRY	<input type="checkbox"/>

200000006192  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA DYER  
On 11-14-2000 11:14 a.  
AGREEMENT 26.00  
Book 6 Page 216 - 220

5 VOL 6 MAR 216

## JOINT DRIVEWAY AND MAINTENANCE AGREEMENT

**THIS AGREEMENT** made and concluded at Canton, Ohio this 4<sup>th</sup>  
day of November, 2000, by and between Alphons M. Veldhuis, Party of the First Part,  
and Neva L. Locker, Party of the Second Part;

### WITNESSETH:

**THAT WHEREAS**, the parties hereto are the respective owners in fee simple of  
adjacent parcels of land fronting on State Route #43 and described as follows:

1. Said parcel belonging to the Party of the First Part is known as and being  
situated in the Township of Harrison, County of Carroll and State of Ohio and  
being more fully described in Exhibit "A" attached hereto.
2. Said parcel belonging to the Party of the Second Part is known as and being  
situated in the Township of Harrison, County of Carroll and State of Ohio and  
being more fully described in Exhibit "B" attached hereto.

**AND WHEREAS**, there is presently existing an abandoned State Roadway  
presently being used for the convenience and benefit of the occupants of their respective  
above described properties extending from State Route #43 in a Northerly direction and  
along the front of the properties of the Parties, as is more fully described in Exhibit "C"  
attached hereto.

**NOW THEREFORE**, in consideration of the grants and agreements of the  
Parties herein contained, each Party does hereby grant and release unto the other Party,  
their heirs and assigns forever, an easement and right of way on, over and above the  
existing abandoned State Roadway which is presently on the parcels as described above,  
for the benefit of both Parties, their heirs and assigns, and their agents, servants, tenants,  
visitors, licensees, and all other persons for the advantage of all Parties herein, their heirs  
and assigns, at all times, to freely pass and repass, on foot or with vehicles of every  
description, to and fro from said State Route #43 to said properties of the respective  
Parties.

**FURTHERMORE**, in consideration of the mutual promises contained herein,  
both parties agree to be bound as follows:

- a) That no party shall obstruct said driveway or authorize the same to be  
obstructed by any means whatsoever, including, but not limited to, the parking  
of a vehicle or vehicles thereon.
- b) That all necessary maintenance and expenses as a result of necessary  
maintenance, repairs and upkeep of said driveway shall be borne equally by the  
Parties, or as is otherwise mutually agreed to between the Parties.
- c) In all maintenance and repair work, the Party actually performing the same  
shall take and observe due precaution and care not to damage the property of the  
other Parties.

21795

d) This agreement shall inure to the benefit of, and be binding upon, the heirs and assigns of each of the Parties hereto, owners of the above-described parcels or lots of land respectively, and the covenants herein contained shall run with the land; provided however, that no party or owner shall be liable hereunder except for acts or defaults during his or her ownership of one said lots or parcels of land.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to duplicates hereof the day and year above first written.

Signed in the Presence of:

Dennis P. Bailey  
Dennis P. Bailey  
Timothy P. Sakiam  
Timothy P. Sakiam

Alphons M. Veldhuis  
Alphons M. Veldhuis

Signed in the Presence of:

Kathleen Allmon Stoneman  
Kathleen Allmon Stoneman  
Cherene J. Truman  
Cherene J. Truman

Neva L. Locker  
Neva L. Locker

State of Ohio) ss:  
Stark County)  
HAMILTON

Before me, a Notary Public, in and for said County and State, personally appeared the above named Alphons M. Veldhuis, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio this 8 day of November, 2000.



DENNIS D. BAILEY  
Notary Public, State of Ohio  
My Commission Expires  
October 30, 2001  
Recorded in Hamilton County

Dennis P. Bailey

State of Ohio) ss:  
Stark County)

Before me, a Notary Public, in and for said County and State, personally appeared the above named Neva L. Locker, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 6th day of November, 2000.

Kathleen Allmon Stoneman  
KATHLEEN ALLMON STONEMAN, Notary  
State of Ohio - No Expiration Date  
Attorney At Law - Carrollton, Ohio

This Instrument Prepared By:  
Christopher C. Pfendler, Esq.

EXHIBIT A

TRACT 1:

Situated in the Township of Harrison, County of Carroll and State of Ohio:

Known as being a part of the Northwest and Southwest quarters of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of the Southwest quarter of Section 5, thence North 85 degrees 42' West along the quarter section line 1549.03' to an iron pin; thence South 12 degrees 00' 45" East 30.00' to an iron pin; thence South 85 degrees 42' East 20.84' to an iron pin and the true place of beginning for the tract herein described; thence North 75 degrees 42' 40" East 81.40' to an iron pin; thence North 17 degrees 00' 15" East 128.88' to an iron pin; thence North 81 degrees 26' 10" East 270.20' to an iron pin; thence south 7 degrees 25' East 227.70' to an iron pin; thence South 79 degrees 29' West 285.20' to an iron pin; thence South 62 degrees 57' East 117.29' to an iron pin; thence North 12 degrees 00' 45" West 150.02' to an iron pin and the true place of beginning.

Containing .884 acres more or less in the Northwest quarter of Section 5; and 1.030 acres more or less in the Southwest quarter of Section 5.

TRACT 2:

Known as being a part of the Southwest quarter of Section Five (5), Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio.

Beginning at a stone at the Northeast corner of said quarter section thence North 85 degrees 42' West along the quarter section line 1549.03' to an iron pin on the East line of State Route #43; thence South 12 degrees 00' 45" East 30.00' to an iron pin and the true place of beginning for the tract herein described; thence continuing South 12 degrees 00' 45" 161.69' to an iron pin; thence North 62 degrees 57' East 20.71' to an iron pin; thence North 12 degrees 00' 45" West 150.02' to an iron pin; thence North 85 degrees 42' West 20.84' to an iron pin and the true place of beginning.

Containing 0.071 of an acre more or less.

Containing in all of the above described tracts, 2.005 acres, more or less.

EXHIBIT "B"

TRACT 2: Known as being a part of the Southwest quarter of Section 5, Township Fifteen (15), Range Six (6), Harrison Township, Carroll County, Ohio. Beginning at a stone at the Northeast corner of said quarter section, thence North 85° 42' West along the quarter section line 1549.03' to an iron pin; thence South 12° 00' 45" East along the center of old State Route #43, 421.32' to a point and the true place of beginning for the tract herein described; thence North 77° 59' 15" East 20.00' to a point; thence North 12° 00' 45" West 215.00' to an iron pin; thence North 62° 57' East 117.29' to an iron pin; thence North 79° 29' East 285.20' to an iron pin; thence South 7° 25' East 147.90' to an iron pin; thence South 84° 19' West 199.90' to an iron pin; thence South 5° 12' East 401.70' to an iron pin; thence South 86° 08' West 161.70' to a point in the center of State Route #43; thence North 12° 00' 45" West along the center of new and old State Route #43, 264.68' to a point and the true place of beginning. Containing 2.794 acres, more or less.



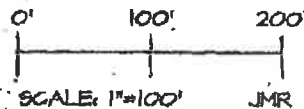
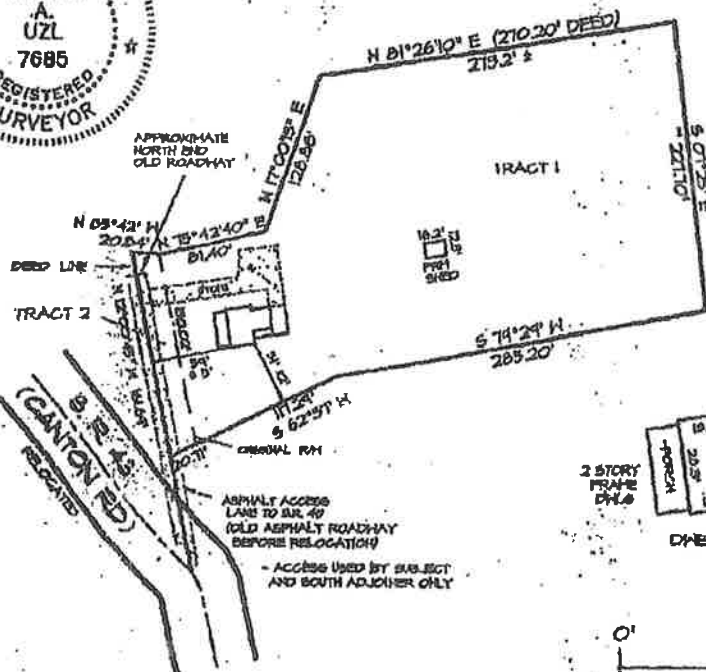
EXHIBIT "C"



CAMPBELL &  
ASSOCIATES, INC.  
Surveyors • Engineers

MORTGAGE LOCATION SURVEY

(330) 455-3707  
Fax: (330) 455-0093  
130 Dewart Ave., N.W.  
Suite 210  
Canton, OH 44702  
http://www.campbellsurvey.com



Address 3138 Canton Road

SW Q1/4 Sec 5

State of Ohio, County of Carroll

Client Order No. 21795

Township of Harrison

Date October 18, 2000

New Owner Mark S. Plaralos and Megan Brumbaugh

Present Owner Alphonse Veldhuis

C & A Order No.  
CA112258

This is to certify to Cotony Mortgage Corporation and/or Old Republic National Title Insurance Company that a visual inspection of the property and buildings shown (if any) has been made and there are no apparent encroachments or visible easements unless otherwise shown. This service was not performed for the purpose of establishing boundary lines, and is not to be used for that purpose.

This Mortgage Location Survey has been prepared in accordance with Chapter 4733-38, Ohio Administrative Code, and is not a boundary survey pursuant to Chapter 4733-37, Ohio Administrative Code

**PAID UP OIL AND GAS LEASE**Instrument      Book Page  
20080001958 OR 46 1785

This Lease made this 29 day of April, 2008, by and between Neva L. Locker, a widow and Frederick James Locker, a married man dealing in his sole and separate property, of 444 5<sup>th</sup> Street, NW, Carrollton, OH 44615 hereinafter called "Lessor" and Anschutz Exploration Corporation, 555 17<sup>th</sup> Street, Suite 2400, Denver, Colorado 80202, hereinafter called "Lessee".

WITNESSETH: That for and in consideration of One Dollar (\$1.00), paid in hand by Lessee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the premises, mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

**1. LEASING CLAUSE.** Lessor hereby grants, leases and lets exclusively to Lessee all the oil and gas and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, "the Leasehold", together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the exclusive right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold and/or from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil, gas, and non-domestic water sources, free of cost; to operate, maintain, repair, and remove material and equipment.

**2. DESCRIPTION.** The Leasehold is located in the Township(s) of Harrison, in the County of Carroll, in the State of Ohio, and Section 5

T15N, R5W; Pt SE 1/4 NE 1/4 and Pt. NE 1/4 SW 1/4 being Tax Parcel Numbers 15-00489.000, 15-00489.001, 15-00489.002 and 15-00489.003

and is bounded substantially by lands now or formerly owned as follows:

On the North by: N. Locker;

On the East by: H. McDaniel;

On the South by: Sheppard;

On the West by: L. Griffith;

20080001958 *Mail*  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER  
05-27-2008 At 10:32 am.  
DIL GAS LS 52.00  
OR Book 46 Page 1785 - 1788 ✓

and being lands conveyed to Lessor by deed or other Document, recorded in 181/647 and 289/461 of the records of said County and State, and described for the purposes of this agreement as containing a total of 37.189 acres, whether actually more or less, and including contiguous lands owned by Lessor.

**3. LEASE TERM.** This Lease shall remain in force for a primary term of five (5) years from April 29, 2008, (the "effective date") and for as long thereafter as prescribed payments are made, or for as long thereafter as operations are conducted on the Leasehold in search of or production of oil, gas, or their constituents, or for as long as a well capable of production is located on the Leasehold or lands pooled or unitized therewith, or for as long as extended by provision herein. If after the primary term the last producing well on the Leasehold or lands pooled or unitized therewith is plugged and abandoned, the Leasehold will remain under Lease for an additional period of one year from the date of plugging and abandonment, subject to the payment of delay rental.

**4. EXTENSION OF PRIMARY TERM.** Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

**5. PAYMENTS TO LESSOR.** Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** If operations for drilling are not commenced on the Leasehold or lands pooled or unitized therewith, or any part hereof, within ninety days from the effective date, Lessee shall, to continue this Lease in full force and effect, make payment to Lessor a Delay Rental at the rate of Five Dollars (\$5.00) per net mineral acre per year, payments to be made annually or quarterly, at Lessee's option, until the commencement of a well. Delay Rental paid for time beyond the commencement date of Royalty payments shall be credited upon the Royalty payment. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.

(B) **ROYALTY:** To pay Lessor as Royalty, less all applicable taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal one-eighth part of all oil and any constituents thereof produced and marketed from the Leasehold.
2. **GAS:** To pay Lessor an amount equal to one-eighth of the net proceeds realized by Lessee from the sale of all gas and the constituents thereof produced and marketed from the Leasehold. Lessee may withhold Royalty payment until such time as the total withheld exceeds twenty-five dollars (\$25.00).

(C) **DELAY IN MARKETING:** In the event that Lessee does not market producible gas, oil, or their constituents from the Leasehold, Lessee shall continue to pay Delay Rental until such time as marketing is established, and such payment shall maintain this Lease in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of six months, and there is no producing well on the Leasehold or lands pooled or unitized therewith, Lessee shall thereafter, as

Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the Delay Rental until such time as production is re-established and said payment shall maintain this Lease in full force and effect to the same extent as payment of Royalty. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold or lands pooled or unitized therewith is interrupted for a period of less than six months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **SUSPENSE / ESCROW:** Lessee shall be allowed to suspend and/or escrow royalty payments into an interest bearing account, pending the issuance of a Spacing Order by the appropriate Governmental Authority, or created by contract right, for any well drilled on the Leasehold or lands pooled or unitized therewith. This suspension and/or creation of an Escrow Account shall, for purposes of this Lease, be considered the Payment of Royalty.

(F) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(G) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address.

(H) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(I) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

(J) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means.

(K) **NOTICE:** In the event Lessor considers that Lessee has not complied with any or all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, via certified United States mail, setting out specifically in what respects Lessor considers Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said Lease for any cause, and no such action shall be brought by Lessor until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any act by Lessee aimed to meet all or any of the alleged breaches shall be an admission or presumption that Lessee has failed to perform all its obligations hereunder. It is agreed that this Lease shall never be forfeited or cancelled for Lessee's failure to perform, in whole or in part, any of its implied covenants, conditions, or stipulations, including payment of any rentals and royalties due under this Lease, until it shall have been first finally judicially determined that such failure exists, by a final order of a court of competent jurisdiction and after such final determination, Lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

(L) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, seek additional consideration or register any complaint based upon of any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

**6. UNITIZATION.** Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to Governmental Authorization or Order. Such units will not exceed 640 acres (or such other size as allowed by the appropriate Governmental Authority). Where Lessee forms a unit by contract right, it may, at its sole option, place of record, a copy of its Declaration of Unitization. Lessor shall be provided with notice of the formation of unit(s) as may be required under the Unitization Requirements of the appropriate Governmental Authority. Whether unit(s) are formed by contract right or by appropriate Governmental Authority, for all purposes of this Lease, the Leasehold shall be deemed to be unitized effective with the spud date of any well for which any portion of the Leasehold is finally determined to be included in the Unit(s) therefore. Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the net proceeds realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold net acres included in the unit bears to the total number of acres in the unit for such purposes, Lessee may, at its option, definitively rely on the acreage calculations of the local property tax assessment authorities. Otherwise, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty or Delay Rental shall have the same effect upon the terms of this Lease as if a well were located on the Leasehold.

**7. FREE GAS.** Lessor reserves from one gas producing well located on the surface of the Leasehold and only for as long as commercial gas production exists from said well, two hundred fifty thousand (250,000) cubic feet of gas per year. Lessor permanently waives all rights to take physical possession of such reserved gas. Lessee agrees to pay once annually to Lessor, the cash value of such reserved gas at the average wellhead price received by Lessee, based upon seven eighths (7/8<sup>th</sup>) of gross proceeds received by Lessee for gas produced from the Leasehold or the Lessee's nearest gas production to the Leasehold, less taxes, gathering costs, dehydration costs, compression costs, transportation costs and/or any other costs whether necessary or incidental to the marketing of said gas. If Lessor conveys a portion of its interest in the Leasehold, Lessor may convey this

reserved gas (cash value) as part of such conveyance, but shall not subdivide such reserved gas (cash value).

**8. FACILITIES.** Lessee shall not drill a well within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

**9. TITLE AND INTERESTS.** Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor. If this lease covers a lesser interest in the oil and gas, and their constituents, granted herein in all or any part of the Leasehold than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein.

**10. LEASE DEVELOPMENT.** There is no covenant to develop the Leasehold within a certain time frame, and there shall be no forfeiture of the rights granted hereby based on any implied covenant to produce. Other provisions contained herein constitute full compensation for all of the rights and privileges herein granted.

**11. FORCE MAJEURE.** This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is prevented by acts of God, federal, state, or local law, regulation, or decree (including, expressly, consent decrees), or any circumstance reasonably beyond the sole control of Lessee.

**12. CONTINUING OPERATIONS.** If, at the expiration of the primary term of this Lease, there is no production of oil, gas or condensate on the Leasehold or lands pooled or unitized therewith, but Lessee is engaged in operations for drilling, reworking, plugging back or deepening a well thereon, this Lease shall remain in force and its term shall continue for so long as such operations or additional drilling, reworking, plugging back or deepening are prosecuted with no cessation of more than ninety (90) consecutive days and if any such operations result in the production of oil, gas or condensate covered hereby, as long thereafter as there is production from the Leasehold or lands pooled or unitized therewith, or the term of this Lease is otherwise extended by any of the provisions herein.

**13. CESSATION OF PRODUCTION.** If, within the primary term of this Lease, or any extension thereof, production of oil, gas or condensate on the Leasehold or lands pooled or unitized therewith shall cease, this Lease shall continue in force, and the Lessee may commence operations for drilling, reworking, plugging back or deepening of a well or may in lieu thereof commence or resume the payment of Delay Rentals on or before the anniversary date of the Effective Date of this Lease next following the 120th day after such cessation of production. If, after the expiration of the primary term of this Lease, or any extension thereof, production of oil, gas or condensate on the Leasehold, or lands pooled or unitized herewith, should cease, this Lease shall not terminate, provided that Lessee commences operations for drilling, reworking, plugging back or deepening a well within ninety (90) days from such cessation, and this Lease shall remain in force during the prosecution of such operations, and for so long as such operations are prosecuted with no cessation of more than ninety (90) days, and, if production of oil, gas or condensate results from such operations, then this Lease shall remain in force and effect for so long as production continues or operations are being conducted as herein provided, or the term of this Lease is otherwise extended by any of the provisions herein.

**14. PREFERENTIAL RIGHT TO RENEW.** If, at any time during the primary term hereof, or within one (1) year from the expiration, cancellation or termination of this Lease, Lessor receives an acceptable, bona fide third-party offer to lease the Leasehold, in whole or part, Lessor shall promptly provide the Lessee, in writing, of all of the verifiable particulars of such offer. Lessee shall have thirty (30) days from the receipt thereof to advise Lessor, in writing, of its agreement to match said third-party offer as to all terms and consideration; immediately thereafter, Lessor and Lessee shall take all cooperative steps necessary to effectuate the consummation of said transaction and the survival of said transaction through any statutorily mandated right of cancellation thereof. Any lease or option to lease the Leasehold, in whole or part, granted by Lessor in contravention of the purposes of this paragraph shall be deemed null and void.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**16. ENTIRE CONTRACT.** The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to execute or modify this Lease.

**17. SURRENDER.** Lessee may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease, and if a partial surrender, the Delay Rental provided in the PAYMENTS clause shall be reduced in proportion to the acreage surrendered.

**18. SUCCESSORS.** All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

*Neva L. Locker*

Neva L. Locker

*Frederick James Locker*

Frederick James Locker

ACKNOWLEDGEMENT

State of Ohio:

County of Carroll:

On April 29, 2008, before me, a Notary Public in and for said County, personally appeared the said Nava L. Locker, a widow and Frederick James Locker, a married man dealing in his sole and separate property, who acknowledged that his/her/their did sign the foregoing instrument and that it is his/her/their free act and deed.

My commission expires \_\_\_\_\_

Signature / Notary Public

Name / Notary Public

*[Signature]*  
(Print) Jeffrey S. Gammath

Seal



JEFFREY S. GAMMATH  
Notary Public  
in and for  
the State of Ohio  
My Commission Expires  
September 10, 2012

ACKNOWLEDGEMENT

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On \_\_\_\_\_, 2008, before me, a Notary Public in and for said County, personally appeared the said \_\_\_\_\_

who acknowledged that his/her/their did sign the foregoing instrument and that it is his/her/their free act and deed.

My commission expires \_\_\_\_\_

Seal

Signature / Notary Public \_\_\_\_\_

Name / Notary Public (Print) \_\_\_\_\_

This document prepared by: *[Signature]*

When recorded return to: Mason Dixon Energy, Inc., 101 Cambridge Place, Bridgeport, WV 26330

Acknowledgement Page to an Oil and Gas Lease dated the 29 day of April, 2008 between Nava L. Locker, a widow and Frederick James Locker, a married man dealing in his sole and separate property and Anschutz Exploration Corporation.

201300002986  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. OYER  
04-22-2013 At 01:27 pm.  
ASSIGN LEAS 324.00  
OR BOOK 91 PAGE 4469 - 4479

201300002986  
Electronic Filing  
From: Chesapeake Operating Inc  
Thru: ERX

STATE OF OHIO §  
§  
COUNTY OF CARROLL §

**10653723 ASSIGNMENT OF OIL AND GAS LEASES**

This Assignment of Oil and Gas Leases ("Assignment") is by and between EnerVest Operating, L.L.C., as agent for EnerVest Energy Institutional Fund, IX, L.P., EnerVest Energy Institutional Fund IX-WI, L.P., EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P., CGAS Properties, L.P. and Belden and Blake Corporation (collectively "EnerVest") ("Assignor") CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73154 ("Chesapeake"), CHK UTICA, L.L.C., a Delaware limited liability company with an address of P.O. Box 18496, Oklahoma City, Oklahoma 73154 ("CHK Utica"), and TOTAL E&P USA, INC., a Delaware corporation whose address is 1201 Louisiana, Suite 1800, Houston, Texas 77002 ("TOTAL") (Chesapeake, CHK Utica, and Total are collectively herein called "Assignee").

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby GRANT, ASSIGN, BARGAIN, CONVEY AND DELIVER to Assignee all of Assignor's right, title, and interest (including, without limitation, its working interest, participatory interest, reversionary interest, and the operating rights) to Assignee in the following percentages in and to the oil, gas and/or mineral leases described on Exhibit "A", attached hereto and made a part hereof (the "Leases"), insofar as the Leases cover the Assigned Interval:

Chesapeake:	21.2048%
CHK Utica:	51.3745%
TOTAL:	27.4207%

Assignor hereby excepts and reserves unto itself, its heirs, successors, and assigns, the Leases insofar as they cover all depths other than the Assigned Interval.

For the purposes of this Assignment, the Assigned Interval shall mean the geological formations which include the stratigraphic equivalent of the formations found in the Calvin Mangun well (API# 34019220730000) located in Augusta Township, Carroll County, Ohio, with the top (being 300 feet below the top of the Queenston Formation) at the measured depth of 6,162, and the base (being the top of the Black River Formation) at the measured depth of 7,800 feet, recognizing that the actual depth will vary across the Utica area in which the Chesapeake Leases and EnerVest Leases are located.

Assignor excepts from this Assignment and reserves unto itself, and its heirs, successors, and assigns, an overriding royalty interest in all oil, gas and associated hydrocarbons produced, saved and sold from the Leases equal to the positive difference, if any, between twenty percent (20%) and all royalty, overriding royalty, production payments, and other burdens which encumber the Leases, it being the intent of the Assignor to deliver to Assignee an eighty percent (80%) net revenue interest in and to the Leases (the "ORRI"). Such ORRI shall be proportionately reduced to the extent that (a) Assignor, individually or collectively, owns less than 100% working interest in any of the Leases, and (b) such Leases conveyed by Assignor contribute less than 100% undivided interest in the subject lands, or of the leases comprising a drilling and spacing unit. Such ORRI shall be free of all

costs of any kind or nature, whether direct or indirect, including, without limitation, costs of development, operation, production, gross production and severance taxes, and any gathering, transportation, compression, dehydration, treating, processing or other post production costs. Such ORRI shall apply to any and all extensions and renewals or amendments of the Leases or portion or portions thereof for a period of sixty (60) days from expiration date of each of the Leases. The Leases (subject to the terms thereof) assigned herein may be pooled or unitized by Assignee as to the rights and depths assigned hereunder without joinder of the Assignor; and in such event, the Leases shall participate in the unit based on the proportion that the net acres covered by the Leases in the unit bear to the total surface acreage in the unit. Further, Assignor grants Assignee the right, without joinder of the Assignor, to amend, reform or dissolve the existing units, limited to the rights assigned hereunder, and to create new units for the drilling of wells as to said assigned rights in and to the Leases or lands pooled therewith.

This Assignment is made and accepted expressly subject to the following:

1. The terms and conditions of that certain Lease Exchange Agreement effective February 6, 2013, between Assignor and Assignee ("Agreement").
2. The Leases will be subject to all Lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record as of the Effective Time of this Assignment.
3. EXCEPT AS SET FORTH IN THE AGREEMENT, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, EXCEPT THAT ASSIGNOR WARRANTS AND WILL DEFEND THE LEASES CONVEYED UNTO ASSIGNEE FROM AND AGAINST ALL PERSONS CLAIMING THE LEASES OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE.
4. Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the county in which the lands subject to the Leases are located.
5. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.
6. This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**TO HAVE AND TO HOLD** the Leases unto Assignee, its successors and assigns, forever subject to and in accordance with all of the provisions of this Assignment.

This Assignment is effective as of 7 a.m. (Central Time) on January 1, 2013 (the "Effective Time").

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date set forth in their respective acknowledgments below, but effective for all purposes as of the Effective Time.

*Signatures to follow*

ASSIGNOR:

**ENERVEST OPERATING, LLC, AS AGENT**

By: [Signature] CA  
Name: James D. McKinney  
Title: Vice President Utica, Assets

ASSIGNEE:

**CHELAPEAKE EXPLORATION, L.L.C.,**  
an Oklahoma limited liability company

By: [Signature] k  
Henry J. Hood  
Senior Vice President - Land

**CHK UTICA, L.L.C.,**  
a Delaware limited liability company

By: [Signature] k  
Henry J. Hood  
Senior Vice President - Land

**TOTAL E&P USA, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Fabien Colmet Daage, Vice President  
Business Development & Strategy



STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 19th day of April, 2013,  
by Henry J. Hood, as Senior Vice President – Land of Chesapeake Exploration, L.L.C.

Debbie F. Allen  
Notary Public

My Commission Expires



Commission Number

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 19th day of April, 2013,  
by Henry J. Hood, as Senior Vice President – Land of CHK UTICA, L.L.C.

Debbie F. Allen  
Notary Public

My Commission Expires



Commission Number

STATE OF West Virginia §

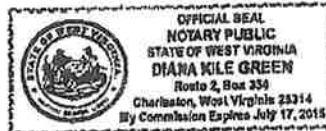
COUNTY OF Kanawha §

This instrument was acknowledged before me on this 11th day of April, 2013,  
by James D. McKinney

Diana Kile Green  
Notary Public

My Commission Expires: July 17, 2015

Commission Number: \_\_\_\_\_



STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

This Instrument was prepared by Chesapeake Exploration, L.L.C

**ASSIGNOR:**

**ENERVEST OPERATING, LLC**

By: \_\_\_\_\_  
Name: James D. McKinney  
Title: Vice President Utica, Assets

**ASSIGNEE:**

**CHESAPEAKE EXPLORATION, L.L.C.,**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Henry J. Hood  
Senior Vice President - Land

**CHK UTICA, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Henry J. Hood  
Senior Vice President - Land

**TOTAL E&P USA, INC.,**  
a Delaware corporation

By: F. Colmet-Deage  
Fabien Colmet-Deage, Vice President  
Business Development & Strategy

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

STATE OF Texas §

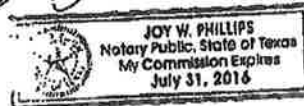
COUNTY OF Harris §

This instrument was acknowledged before me on this 19th day of April, 2013,  
by Fabien Comet Duage, Vice President, Business Development & Strategy for  
TOTAL E&P USA, INC.

Joy W. Phillips  
Notary Public

My Commission Expires: 7-31-16

Commission Number: -



This Instrument was prepared by Chesapeake Exploration, L.L.C

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated January 1, 2013, between Chesapeake Exploration, L.L.C., CHX Ursa, L.L.C., TOTAL EAP USA, Inc., as Assignor, and EnerVest Operating, L.L.C., as agent for EnerVest Energy Institutional Fund IX, L.P., EnerVest Energy Institutional Fund IX-VI, L.P., EnerVest Energy Institutional Fund IX-VII, L.P., EnerVest Energy Institutional Fund IX-VIII, L.P., CGAS Properties, L.P., and Belden and Blaine Corporation (collectively "EnerVest"), as Assignee

EXHIBIT "A"

Lease Number	Lease	Lessee	Land Date	Lease Expiration	Tax Parcel	Cont. Acres	Township	County	State	Book	Page	Entry
1-33902-001	CHRISTOPHER H. CLARK, A MAJORED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	ANSCUTZ EXPLORATION CORPORATION	6/20/08	6/20/13	01-0065001 01-0065002	62.18000	ALGUSTA	CARROLL	OH	48	759	20080001183
1-33907-000	RYAN C. WEAVER, AKA RYAN WEAVER AND MAHED, WEAVER, AKA MAHED WEAVER, HIS WIFE	ANSCUTZ EXPLORATION CORPORATION	5/19/08	5/19/13	34-0054908	160.21200	WASHINGTON	CARROLL	OH	47	2617	20080002901
1-33910-000	NEAL L. LOCKER, A MAJORED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	ANSCUTZ EXPLORATION CORPORATION	5/20/08	5/20/13	34-0054903	3.10000	WASHINGTON	CARROLL	OH	48	825	20080003197
1-33910-000	JOHNATHAN WATLER AND SARAH MARIE WEAVER, HUSBAND AND WIFE	ANSCUTZ EXPLORATION CORPORATION	5/20/08	5/20/13	34-0054901	14.65000	WASHINGTON	CARROLL	OH	47	2694	20080002198
1-33912-000	JOHN R. OTT AND DONNA S. OTT, HUSBAND AND WIFE	ANSCUTZ EXPLORATION CORPORATION	1/15/09	1/15/2015	10-0045400	0.28600	CHATHAM	CARROLL	OH	51	1099	20090000488
1-33903-001	ARTHUR J. BRAUN, A MAJORED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	ANSCUTZ EXPLORATION CORPORATION	4/10/09	4/10/2014	01-0041902	30.17800	ALGUSTA	CARROLL	OH	53	1024	20080001877
1-33913-001	JAMIS J. BRAUN, A SINGLE MAN	ANSCUTZ EXPLORATION CORPORATION	4/10/09	4/10/2014	01-0041902	30.17800	ALGUSTA	CARROLL	OH	53	1024	20080001878
1-33914-001	JOHNATHAN WATLER, A SINGLE MAN	ANSCUTZ EXPLORATION CORPORATION	4/10/09	4/10/2014	01-0041902	30.17800	ALGUSTA	CARROLL	OH	53	1024	20080001879
1-33908-009	ALFRED E. WATKINS, A MAJORED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	ANSCUTZ EXPLORATION CORPORATION	9/10/09	9/10/2014	09-0108706	19.16100	CHATHAM	CARROLL	OH	55	444	20090003871
1-34064-000	ALFRED E. WATKINS, A MAJORED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	ANSCUTZ EXPLORATION CORPORATION	4/10/08	4/10/2013	15-0005300	11.70000	ALGUSTA	CARROLL	OH	46	1789	20080001959
1-34065-000	NEAL L. LOCKER, A WIDOW AND FRIEDRICK JAMES LOCKER, A MAJORED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	ANSCUTZ EXPLORATION CORPORATION	4/29/08	4/29/2013	15-0046902	37.18900	ALGUSTA	CARROLL	OH	46	1785	20080001958
1-34066-000	NEAL L. LOCKER, A WIDOW	ANSCUTZ EXPLORATION CORPORATION	4/29/08	4/29/2013	15-0046900	49.20000	ALGUSTA	CARROLL	OH	46	2229	20080002099
1-34078-000	MARK W. SPENCER AND DEBRA J. SPENCER, HIS WIFE	ANSCUTZ EXPLORATION CORPORATION	5/20/08	5/20/2016	15-0073100	27.21000	HARRISON	CARROLL	OH	47	1320	20080000573
1-34072-000	REICHARD A. STEETZACK AND MARCIA C. STEETZACK, HUSBAND AND WIFE	ANSCUTZ EXPLORATION CORPORATION	9/10/08	9/10/2013	15-0045720	11.60000	HARRISON	CARROLL	OH	50	1052	20080000946

IT IS THE INTENTION OF THE ASSIGNOR TO CONVEY THE LEASES HEREIN AND ONLY INSOLE AS THE LEASE IS LOCATED WITHIN THE DESCRIBED TOWNSHIP AND TAX PARCEL.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF OHIO §  
COUNTY OF CARROLL §

201300008456  
Filed for Record in  
CARROLL COUNTY, OHIO  
PATRICIA J. DYER, RECORDER  
10-17-2013 At 02:45 pm.  
ASSIGN LEAS 23284.00  
OR Book 97 Page 637 - 1240 ✓  
4605

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of March 1, 2012 at 7:00 a.m. Central Time (the "Effective Time"), is made by CHK UTICA, L.L.C., a Delaware limited liability company, ("Assignor") to CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company ("Assignee"). This Assignment is executed and delivered in connection with and pursuant to the terms of that certain Contribution Agreement between Assignor and Assignee dated November 1, 2011, as amended (the "Contribution Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Contribution Agreement.

1. **Assignment.** For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto Assignee, an undivided 4.167% (the "Conveyed Interests") of all of Assignor's right, title, and interest in and to the following, subject to the terms and reservations hereof and specifically, LESS AND EXCEPT the Excluded Assets (as hereinafter defined) (the "Properties"):

1.1 (i) all oil and gas leases, leasehold interests, operating rights, working interests, net revenue interests and similar operating interests, or other rights to Hydrocarbons (whether producing or non-producing), described in Exhibit "A" attached hereto, in each case, as to all depths (collectively, all of the foregoing, the "Leases"); (ii) the lands covered by the Leases and all lands pooled or unitized therewith (collectively, the "Lands"); and (iii) all expressed or implied rights-of-way, easements and other surface rights, insofar and only insofar as the same arise in or under the Leases (collectively, the "Easements"; and the interests described in subparts 1.1(i)-1.1(iii) are collectively referred to as the "Real Property Interests");

1.2 (i) all of the wells listed on Exhibit "A" drilled and completed in the Utica Shale Formation or currently being drilled to the Utica Shale Formation (the "Wells"), (ii) all Lease Owned well heads, casing, tubing, pumps, motors, gauges, valves, heaters and treaters constituting part of or connected to the Wells, (iii) all Lease Owned automation equipment constituting part of or connected to the Wells, (iv) all Lease Owned gathering lines and improvements, water lines, vessels, tanks, boilers, separators, treating equipment, fixtures, compressors and other equipment used in connection with the Wells, (v) all Lease Owned power lines, telephone and communication lines used in connection with the Wells, (vi) all Lease Owned injection wells and water disposal facilities used in connection with the Wells, (vii) all other Lease Owned appurtenances owned and used in connection with the production, treating, storing, transportation or marketing of Hydrocarbons from the Wells, and (viii) any and all other equipment, machinery, fixtures and other tangible personal property and improvements located on or used in connection with the operation of the Wells (collectively referred to as the "Equipment");

1.3 all presently existing unitization, pooling and/or communitization agreements, declarations or designations and contractually, statutorily, judicially or administratively created drilling, spacing and/or production units, insofar as the same are attributable or allocated to the Real Property Interests or the Wells, and all of the Assignor's interest in and to the properties covered or units created thereby which are attributable to the Real Property Interests or the Wells;

1.4 all presently existing and valid Hydrocarbon sales agreements, operating agreements (excluding any operating rights or duties), gathering agreements, transportation agreements, farmout and farmin agreements, participation agreements, unitization, pooling and communitization agreements, purchase agreements, exploration agreements, area of mutual interest agreements, exchange and processing contracts and agreements and any other contracts, agreements and instruments insofar as the above agreements cover, are attributable to or relate to the Real Property Interests or the Wells, Equipment or any interests pooled, communitized or unitized therewith, including those contracts and agreements described in the Contribution Agreement;

1.5 all Hydrocarbons in, on, under or produced from or attributable to the Wells and the proceeds thereof; and

1.6 copies of the Records to the extent relating to the Properties described in the foregoing subsections (1.1) through (1.5).

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, from and after the Effective Time, the Conveyed Interests, regardless of the omission of any lease or leases, errors in description, any incorrect or misspelled names, or any transcribed or incorrect recording references.

**TO HAVE AND TO HOLD** all and singular such Conveyed Interests together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject to the following matters:

- a. (A) with respect to any Leases and other leasehold interests: royalties and overriding royalties, and (B) with respect to Wells: royalties, overriding royalties and other burdens or encumbrances;
- b. Liens for Taxes for which payment is not due or which are being contested in good faith by appropriate proceedings;
- c. Liens (other than Liens in favor of Assignor or its Affiliates) of mechanics, materialmen, warehousemen, landlords, vendors, and carriers and any similar Liens (other than Liens in favor of Assignor or its Affiliates) arising by operation of Law which, in each instance, arise in the ordinary course, for sums not yet due or which are being contested in good faith by appropriate proceedings;
- d. Liens (other than Liens in favor of Assignor or its Affiliates) under operating agreements, unit agreements, unitization and pooling designations and declarations, gathering and transportation agreements, processing agreements, Hydrocarbon purchase contracts and all of the other Contracts;
- e. easements, surface leases, and other rights and plat restrictions, zoning laws, restrictive covenants and conditions, and building and other land use laws and similar encumbrances, insofar as the same do not materially interfere with the operation, development or use of the affected Property;
- f. all rights to consent by, required notices to, filings with or other actions by Governmental Authorities in connection with the sale, disposition, transfer or conveyance of federal, state, tribal or other governmental oil and gas leases or interests therein or related thereto, which are customarily obtained subsequent to the assignment, disposition or transfer of such oil and gas leases or interests therein, or such operations;
- g. conventional rights of reassignment obligating the lessee to reassign or offer to reassign its interests in any lease prior to a release or abandonment of such lease;
- h. required non-governmental Third Party consents to assignments which have been obtained or waived by the appropriate parties or which need not be obtained prior to an assignment or which cannot be unreasonably withheld, and preferential rights to purchase which have been waived by the appropriate parties or for which the time period for asserting such rights has expired without the exercise of such rights;

i. all defects or irregularities (A) arising out of lack of affirmative statement of corporate authorization or a variation in corporate name, (B) that have been cured or remedied by applicable statutes of limitation or statutes for prescription, (C) consisting of the failure to recite marital status in documents or omissions of heirship proceedings, (D) that have been cured by possession under applicable statutes of limitation, or (E) resulting from lack of survey or failure to record releases of liens, production payments or mortgages that have expired by their own terms or the enforcement of which are barred by applicable statutes of limitation;

j. rights vested in or reserved to any Governmental Authority to regulate the Properties, to terminate any right, power, franchise, license or permit afforded by such Governmental Authority, or to condemn, expropriate or designate a buyer of any of the Properties;

k. any provision in a Lease, surface lease, easement, or other surface use agreement entered into prior to the Effective Time providing a Third Party with rights to an overriding royalty interest or other burdens or payments triggered by the use of the relevant surface property for drilling or other purposes (each a "Surface Use Burden"), provided that, with respect to the Wells only, such Surface Use Burdens do not reduce Assignor's Net Revenue Interest in such Well from that described in the Contribution Agreement;

l. the Royalty Agreement and any and all obligations thereunder and rights created thereby or pursuant thereto; and

m. the Contribution Agreement.

2. Excluded Assets. Assignor specifically excepts from this Assignment and reserves unto itself the following (the "Excluded Assets"):

2.1 Assignor's minute books, financial and income tax records and legal records (other than title records);

2.2 any existing or future refund of costs, Taxes or expenses borne by Assignor;

2.3 all accounts receivable and audit rights arising under any of the applicable contracts or otherwise with respect to any of the other items included in this definition of Excluded Assets, to the extent and only to the extent such rights and interests related to the Assignor's ownership of the Properties prior to the Effective Time; and

2.4 all claims of Assignor for refunds of or loss carry forwards with respect to (A) any other Taxes attributable to the period of Assignor's ownership of the Properties prior to the Effective Time, (B) income or franchise Taxes or (C) any Taxes attributable to any of the other items included in this definition of the Excluded Assets.

3. Warranty of Title. Assignor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular title conveyed as of the date hereof to the Conveyed Interests unto Assignee and Assignee's successors and assigns, against every Person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Assignor, but not otherwise. Further, Assignee is specifically assigned, and subrogated to, warranties of title which Assignor may have from Assignor's predecessors in interest (other than Affiliates of Assignor) to the extent applicable with respect to the Conveyed Interests and to the extent Assignor may legally assign such rights and grant such subrogation.

4. Limitations on Representations and Warranties.

5.1 EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS ASSIGNMENT, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, INCLUDING THOSE RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE PROPERTIES OR ASSIGNOR'S INTEREST THEREIN, (b) THE ACCURACY, COMPLETENESS OR



MATERIALITY OF ANY RECORDS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, AND (c) THE ENVIRONMENTAL OR OTHER CONDITION OF THE PROPERTIES.

5.2 EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE PROPERTIES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (e) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (f) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES OR MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT, EXCEPT AS SET FORTH IN THE CONTRIBUTION AGREEMENT, ANY OTHER TRANSACTION DOCUMENTS, AND EXCEPT FOR THE GENERAL WARRANTY OF TITLE CONTAINED IN THIS ASSIGNMENT, THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES IN WHICH ASSIGNOR HAS ANY INTEREST ARE BEING ACCEPTED BY ASSIGNEE, "AS IS, WHERE IS, WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

5.3 ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 5 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

5. Miscellaneous.

5.1. Cooperation. In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment and conveyance of the Conveyed Interests by Assignor to Assignee.

5.2. Choice of Law. This Assignment will be interpreted, construed, and enforced in accordance with the laws of the State of Ohio, without giving effect to any rules or principles of conflicts of law that might otherwise refer to the laws of another jurisdiction.

5.3. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5.4. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignee has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNEE:

CHESAPEAKE EXPLORATION, L.L.C.,  
an Oklahoma limited liability company

By: Douglas J. Jacobson  
Douglas J. Jacobson  
Executive Vice President

ASSIGNEE ACKNOWLEDGMENT

STATE OF OKLAHOMA     §  
                                     §  
COUNTY OF OKLAHOMA   §

The foregoing instrument was acknowledged before me this February 29, 2012 by Douglas J. Jacobson, Executive Vice President of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, , on behalf of said limited liability company.

Colby Anderson  
Notary Public

My Commission Expires: 6/15/14  
Commission Number: 1624791



IN WITNESS WHEREOF, Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

ASSIGNOR:

CHK UTICA, L.L.C.,  
a Delaware limited liability company

By: CHESAPEAKE EXPLORATION, L.L.C.,  
its sole managing member

By: Douglas J. Jacobson  
Douglas J. Jacobson  
Executive Vice President

ASSIGNOR ACKNOWLEDGMENT

STATE OF OKLAHOMA §  
§  
COUNTY OF OKLAHOMA §

The foregoing instrument was acknowledged before me this February 29, 2012 by Douglas J. Jacobson, Executive Vice President of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, the sole managing member of CHK Utica, L.L.C., a Delaware corporation, on behalf of said limited liability company.

Colby Anderson  
Notary Public

My Commission Expires: 6/15/14  
Commission Number: 10004791



This instrument was prepared by  
Chesapeake Utica, L.L.C.  
6100 N. Western Avenue  
Oklahoma City, OK 73118

## EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective March 1, 2012 from CHK Utica, L.L.C., as Assignor to Chesapeake Exploration, L.L.C., as Assignee

Lease Number	Lessor	Lessee	Lease Date	Township	Book	Page	Instrument	County	State
1-340464-000	ALFRED E. WATKINS, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	ANSCHUTZ EXPLORATION CORPORATI	4/30/2008	HARRISON	46	1785	200800001959	CARROLL	OH
1-340465-000	NEVA L. LOCKER, A WIDOW AND FREDRICK JAMES LOCKER, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY	ANSCHUTZ EXPLORATION CORPORATI	4/29/2008	HARRISON	46	1785	200800001958	CARROLL	OH
1-340466-000	NEVA L. LOCKER, A WIDOW	ANSCHUTZ EXPLORATION CORPORATI	4/29/2008	HARRISON	46	2329	200800002069	CARROLL	OH
1-340467-000	THE EVELYN L. BURGESS TRUST DATED DECEMBER 7, 2006	ANSCHUTZ EXPLORATION CORPORATI	4/14/2008	HARRISON	47	2933	200800002969	CARROLL	OH
1-340469-000	CLARENCE TINDALL AND PATRICIA TINDALL, HIS WIFE	ANSCHUTZ EXPLORATION CORPORATI	5/14/2008	ROSE	50	439	200800004587	CARROLL	OH
1-340470-000	THE CHARLES L. SMITH TRUST DATED JUNE 10, 2005	ANSCHUTZ EXPLORATION CORPORATI	5/14/2008	BROWN	47	2633	200800002908	CARROLL	OH
1-340471-000	WILLIAM A. DIMINNO, A MARRIED MAN AND KAREN S. DIMINNO, HIS WIFE	ANSCHUTZ EXPLORATION CORPORATI	5/14/2008	BROWN	27	2648	200800002907	CARROLL	OH

Harry &amp; Pearl McCort

To

F. E. Campbell

OIL AND GAS LEASE Made this 24th day of March A.D. 1921. between  
Mr & Mrs Harry McCort of Harrison Township first party and  
F. E. Campbell second party,

WITNESSETH: That the first party does hereby grant, for the consideration  
of One Dollar, the receipt of which is hereby acknowledged, unto the second party, for  
the term of two years ( and so long thereafter as oil or gas is produced from the  
land leased; and royalty and rentals paid by second party therefor) the exclusive right  
to drill for and produce petroleum and natural gas from the possession of so much of  
One Hundred (100 acres, more or less, in Harrison Township Carroll County, State of  
Ohio, as may be necessary therefor, with the right to lay pipe lines, use water, oil  
and gas (if found) for necessary machinery on this and adjoining leases, and to remove  
at any time, before or after the termination of this lease, all fixtures, etc, placed by  
second party on premises,

Said land bounded:

North by land of Fred Marty  
East by land of John Damm  
South by land of Harkless, Gotschall, Anna Wyandt  
West by land of Mary Orin;

and being the same land conveyed to the Lessor by-- by deed dated--- and recorded in  
said County Records in Deed Book--- page--- Said deed is made part hereof and the  
boundary and description of said land written therein is made part hereof;

The second party to deliver to the first party in pipe line the one eighth of all pe-  
troleum produced and saved for the premises, and if gas is found and marketed off the  
premises, or made into gasoline or other products, second party agrees to pay at the  
rate of Twenty Dollars per annum per pound, minute pressure, taken in or based on 6  
inch casing, payable quarterly, for the product of each well while the same is being us-  
ed off the premises and marketed or made into gasoline or other products,

A gauge of each well marketed off the premises as aforesaid shall be taken about the  
middle of every quarter year for the purpose of fixing the amount of royalty for each  
quarter year in which such gauge may be taken.

This lease to be null and void and no longer binding on either party if well is not  
commenced on the premises within twelve months from the above date, unless the Lessee  
shall thereafter pay at the rate of Twenty-five dollars per quarter year, payable month-  
ly or quarterly in advance untill a well is commenced.

A. Check or voucher made payable to the order of Harry McCort and mailed to Cumminge  
Trust Company's Bank at Carrollton Ohio, on or before the time provided herein, for the  
payment of rental, shall be a good and sufficient payment for any monies on this lease.  
No well to be drilled within ten rods of the present buildings without consent of first  
party.

Lessee to have all the rights and privileges convenient and necessary for the proper  
use and enjoyment of said lease. Second party to pay all unnecessary damage done to  
growing crops.

Free gas to first party at well for house to the extent of Two Hundred Thousand cubic  
feet per year.

All grants and covenants to extend to the heirs executors administrators, and assigns  
of the parties hereto.

RECORDED EFFECTING THIS  
DEED NO. 31 MAY 1921

Failure to pay rental when due, or commence a well as above specified renders this lease null and void and not binding on either party.

Harry McCort (SEAL)

Pearl McCort (SEAL)

WITNESSES:

F. F. Farber

OHIO ACKNOWLEDGMENT

Fred Marty.

STATE OF OHIO

COUNTY OF CARROLL } ss.

Be it remembered that on this 25th day of March 1921 before me personally appeared Harry McCort and Pearl McCort who executed the foregoing agreement or lease and severally duly acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed and mentioned,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

John H. Wilson (SEAL)

Notary Public.

Received June 3rd 1921

Recorded August 12th 1921

Fee \$1.25

*John H. Wilson* Recorder.  
Per FW

OIL AND GAS LEASE:

# 2908

W. O. Lotz  
TO

OIL AND GAS LEASE\* Made this 20th day of May A.D. 1921 between  
Mr & Mrs W. O. Lotz of Harrison Township first party. and  
F. E. Campbell second party.

WITNESSETH: That the first party does hereby grant, for the consideration of One Dollar, the receipt of which is hereby acknowledged unto the second party, for the term of two years ( and so long thereafter as oil or gas is produced from the land leased: and royalty and rentals paid by second party therefor) the exclusive right to drill for and produce petroleum and natural gas from and the possession of so much of One Hundred and five (105) acres more or less, in Harrison Township County of Carroll, State of Ohio as may be necessary therefor, with the right to lay pipe lines, use water, oil and gas ( if found) for necessary machinery on this and adjoining leases, and to remove at any time, before or after the termination of this lease, all fixtures etc, placed by the second party on premises.

Said land bounded:

North by land of Louis Burnell;

East by land of Mrs Alice Campbell;

South by land of B.S. Campbell

West by land of Viola Masters, Kozar, and J. Masters, and being the same land conveyed to the Lessor by---- by deed dated---- and recorded in said County Records in Deed Book---- page-- Said deed is made part hereof and the boundary and description of said land written therein is made part hereof.

The second party to deliver to the first party in pipe lines the one eighth of all petroleum produced and saved from the premises, and if gas is found and marketed off the premises, or made into gasoline or other products, second party agrees to pay at the rate of Twenty dollars per annum, per pound minute pressure, taken in or based on 6 inch casing, payable quarterly, for the product of each well while the same is being used off the premises and marketed or made into gasoline or other products. A gauge of each well marketed of the premises as aforesaid shall be taken about the middle of

RECORDED IN DEED BOOK NO. 105 PAGE 105

44292

VOL. 51 PAGE 338	
INDEXED	<input checked="" type="checkbox"/> RANGED
COMPARED	<input checked="" type="checkbox"/> MGN. ENTRY

STATE OF OHIO :  
COUNTY OF CARROLL : SS:

AFFIDAVIT OF NONCOMPLIANCE  
WITH TERMS OF OIL AND GAS LEASES

HARRY P. HARKLESS, being first duly sworn,  
deposes and says that he is the owner or part owner of the following  
described premises, to-wit:-

Part of the Northeast Quarter of Section 27 and part of  
Northwest Quarter of Section 21. in Harrison Township, Carroll  
County, Ohio, containing 106.704 acres, more or less, as more  
fully described in Deed Volume 139, Page 205, & Volume 108,  
Page 288.

That Affiant acquired an interest in said premises by  
Warranty Deeds recorded in Volumes 139 & 108, Pages 205 & 288,  
of Carroll County Records;

Affiant further states that affiant is advised that the Records  
in the Recorder's Office indicate that the above described premises  
were leased for oil and gas purposes as follows:

1. Oil & Gas Lease from Mr. & Mrs. Harry McCort to  
F. E. Campbell, dated March 24, 1921, and  
recorded in Volume 17, Page 18. Term is two years and  
so much longer as oil or gas is produced in paying quantities.
2. Oil & Gas Lease from Mr. & Mrs. Fred Marty to  
F. E. Campbell, dated March 24, 1921, and  
recorded in Volume 17, Page 21. Term is two years and  
so much longer as oil or gas is produced in paying quantities.
3. Oil & Gas Lease from \_\_\_\_\_ to  
\_\_\_\_\_, dated \_\_\_\_\_, and  
recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_. Term is \_\_\_\_\_ years and  
so much longer as oil or gas is produced in paying quantities.
4. Oil & Gas Lease from \_\_\_\_\_ to  
\_\_\_\_\_, dated \_\_\_\_\_, and  
recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_. Term is \_\_\_\_\_ years and  
so much longer as oil or gas is produced in paying quantities.
5. Oil & Gas Lease from \_\_\_\_\_ to  
\_\_\_\_\_, dated \_\_\_\_\_, and  
recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_. Term is \_\_\_\_\_ years and  
so much longer as oil or gas is produced in paying quantities.

Affiant states that Affiant has received no delay rentals or  
royalties under said Lease(s) and that Affiant would refuse to accept  
payment of delay rentals or royalties under said Lease(s) if they were  
offered.

Affiant further states that there are no producing wells on the  
land in the Lease(s) as above referred to, and that said Lease(s) is  
null and void.

Further Affiant saith naught.

ENTERED OF RECORD  
DATE SEP 17 1976  
By Harry P. Harkless  
Recorder

HARRY P. HARKLESS

SWORN to before me and subscribed in my presence this 17th day  
of July, A.D., 1976, at Carrollton, Ohio.

RECORDER'S STAMP

NOTARY PUBLIC

LUCINDA J. STARLIN, Notary Public  
My Commission Expires Aug. 29, 1979

This instrument prepared  
By:



RECEIVED FOR RECORD

MAILED J. VANALIN, Recorder By  
OF CARROLL COUNTY, OHIO  
SEP 17 1976 1:50 CLOK P.M.  
RECORDED SEP 20 1976 FEE 2.00 plus 1.00  
VOL. 51 PAGE 338

GEIGER & TEEPLE  
ATTORNEYS AT LAW  
401-405 First National City Bank Bldg  
Alliance, Ohio 44601

*Deed - B. 11. 7. 195*

214.567 CERTIFICATE FOR TRANSFER OF REAL ESTATE

KENNETH P. WEIKART )  
Deceased )  
TO )  
MARY E. WEIKART ) In the Matter of )  
 ) THE ESTATE OF )  
 ) Kenneth P. Weikart )  
 ) Deceased )  
 )  
 ) Certificate for Transfer of Real Estate

To the Recorder of Carroll County, Creating:

I hereby certify that the records of this Court show that Kenneth P. Weikart, a resident of West Township, in said County, died testate on the 23rd day of February, 1950, that his last will and testament was filed in the Probate Court of Columbiana County, on March 9, 1950, admitted to probate on March 10th, 1950, and recorded in Vol. 92, page 21, of the Record of Wills in said County, and that on the 18th day of March, 1950, Mary E. Weikart was appointed by this Court, Executrix of the estate of said decedent; that said estate is being administered under No. 56077 and a memorandum record of said estate can be found in Administration Docket No. 64, Page 463, of the Records of the Probate Court of Columbiana County, Ohio.

That said decedent died seized of the following described parcels of real estate situated in your County:-

THE UNDEVELOPED ONE-HALF INTEREST in and to the following described premises:  
TRACT 1-- Situated in the Township of Union, County of Carroll and State of Ohio being known as Lot No. Fifty-two (52) in Lakeview Allotment in the Northeast Quarter of Section Fifteen (15), Township Fourteen (14) of Range Six (6) of the Steubenville Land District, Vol. 133, Page 100.  
TRACT 2-- THE ENTIRE INTEREST in and to the following described premises: Situated in the Township of Union, County of Carroll and State of Ohio being known as Lot No. Fifty-one (51) in Lakeview Allotment in the Northeast Quarter of Section Fifteen (15), Township Fourteen (14), of Range Six (6), in the Steubenville Land District, Vol. 136, page 316.

That the names of the devisees and the interests to them passing, are as follows:

Name	P. O. Address	Relationship	Interests Passing
Mary E. Weikart	R.D. #3, Minerva, Ohio	Wife	All Decedent's Interest, being an undivided one-half interest in Tract 1 and an entire interest in Tract 2.

In appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Carroll County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 8th day of September, 1950.

SEAL

Louise Tobin  
Probate Judge  
Mable Lange  
Deputy Clerk

This instrument prepared by Paul E. Griffin, Attorney, 210 N. Mt. St., Minerva, Ohio  
Transferred September 29, 1950  
Received for Record September 29, 1950 at 12:00 o'clock  
Recorded October 3, 1950  
Fed. St. 24

R. A. MacDonald, Recorder

FRED DUVAL and ADA DUVAL, his wife	418,769	EASEMENT	Res. No. 136-137, Map No. 2240 W.O. No. 1/00253-40.2.91
TO			
OHIO POWER COMPANY		Fred Duval et ux	

IN consideration of the sum of One Dollar, receipt of which to acknowledge, and in further consideration of the provision of the Grantor, herein set forth, FRED DUVAL and ADA DUVAL, his wife, herein called "Grantor", whether one or more persons, hereby grants unto OHIO POWER COMPANY, an Ohio corporation, Canton, Ohio, the Grantor, its successors, assigns, licensees and licensees, hereafter collectively called "Company", a right of way and easement for an electric transmission line in, on, over, through and across the following described lands situated in Harrison Township, in the County of Carroll, in the State of Ohio, and being a part of Section 5 of Township 15 North, Range 6 West, of the Ohio River Survey and bounded:

On the North by the lands of John H. & Caroline Roeder-North Line of Section No. 9 - Ray & Gale Whipple - Clarence & Lester Albaugh

On the East by the lands of John H. & Caroline Roeder - Clarence & Lester Albaugh - East Line of Section No. 5

On the South by the lands of William C. Fyle et ux - Geo. & Olive Paulson - Duval Allot.  
On the West by the lands of Geo. & Olive Paulson - Leslie Diebel-Guo C. McLean - Ida Duval et al

Said right of way and easement being 150 feet in width, that is to say, 75 feet on either side of the following described centerline:  
Beginning at a point on the boundary line between the lands of William C. Fyle et ux and the lands of Fred Duval et ux, said point being located easterly, on said boundary line, a distance of 1363.30 feet from the southwest corner of that part of the lands of Fred Duval et ux lying in the southeast quarter of said section; running thence northeasterly, at an angle of 40° 26', turned northwesterly from said boundary line, and extending a distance of 691.30 feet to an angle point; thence deflecting 3° 34' to the left and extending northwesterly a distance of 2879.20 feet to a point on the boundary line between the lands of Fred Duval et ux and the lands of Ida Duval et al, said point being located northerly, on said boundary line, a distance of 294.80 feet from the most easterly southeast corner of the lands of Ida Duval et al and a corner common to said lands and the lands of Fred Duval et ux.

TOGETHER with the right to locate, construct, reconstruct, inspect, protect, maintain, repair, remove, operate and remove facilities for the transmission of electric energy and associate uses consisting of towers, wires and cables, anchors, grounding systems, counterpoises and other incidental equipment and fixtures; to add to the number of wires, cables, anchors, grounding systems, counterpoises and other incidental equipment; to relocate towers on the centerline; to trim, cut and/or otherwise control and at Company's option remove any and all trees, overhanging branches or other obstructions within 75 feet of such center line and any and all other trees which in the opinion of Company's engineers may endanger the safety of or interfere with the location, construction, operation or maintenance of such facilities; and the right of ingress and egress over the above described lands and any adjoining lands of the Grantor at any and all times for the purpose of exercising any rights herein described.



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in and on the above described lands and any lands adjoining them either of Grantor or others.  
TO HAVE AND TO HOLD the same unto the Company.

It is understood and agreed that:

Company agrees to pay Grantor at or prior to the time when construction of said facilities is commenced on the above described lands Fifty Dollars (\$50.00) for each tower to be constructed thereon.

Company also agrees to pay Grantor for damages to Grantor's stock, growing crops and fences on the above described lands, caused by Company while engaged in the exercise of any right herein granted.

Company further agrees to pay for any trees cut by it on the above described lands, by Board Measure, using Scribner's Lumber Rules, at the market price in the vicinity.

If Grantor and Grantor cannot agree on the amount of said damages, or the amount to be paid for trees cut by it, the same shall be arbitrated.

Grantor, and Grantor's heirs, successors and assigns shall have the right to cultivate or otherwise use the above described lands in any way not inconsistent with the rights herein granted; however, Grantor for Grantor and Grantor's heirs, successors and assigns, agrees that they will not cause or permit any structure or building to be built or placed within 75 feet (measured horizontally) of said center line.

Grantor has full power to convey this right of way and easement, and warrants and will defend the same against all claims by any persons.

This agreement cancels and supercedes the two easements granted by Fred Duval at us, dated January 27, 1950, and recorded February 7, 1950, Volume 128, Page 516 and the other easement dated January 27, 1950, and recorded February 7, 1950, Volume 128, Page 517, Carroll County West Records.

This instrument expresses the entire agreement between the parties, and the agent executing this grant has no authority to bind Company by any verbal representation or promise not herein expressed.

IN WITNESS WHEREOF, Grantor (have) hereunto set their hand(s) this 21st day of Sept. 1960.

Signed and Acknowledged in the Presence of:

J. P. Burkhart  
J. P. Burkhart  
Hazel M. Marshall  
Hazel M. Marshall

Fred Duval  
Fred Duval  
Ada Duval  
Ada Duval

THE STATE OF OHIO )  
                              ) ss:  
Carroll County      )

Before me, a Notary Public in and for said County, personally appeared the above named FRED DUVAL and ADA DUVAL who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 21st day of Sept. A.D. 1960.

SEAL

Hazel M. Marshall, Notary Public  
HAZEL M. Marshall, Notary Public  
My Commission Expires Sept. 10, 1961  
My Commission Expires Sept. 1961

This instrument was prepared by J. A. Hurley, Ohio Power Company.  
Received for Record October 3, 1960 at 8:30 o'clock A.M.  
Recorded October 3, 1960  
Vol. 71-125

W. A. MacDonald, Recorder

MINA M. ARMSTRONG, Deceased ) \$16,373 CERTIFICATE FOR TRANSFER OF REAL ESTATE  
                                      ) Probate Court Carroll County, Ohio  
TO )  
                                      ) In the Matter of )  
GEORGE M. ARMSTRONG, et al ) THE ESTATE OF ) No. 13972  
                                      ) Mina M. Armstrong, )  
                                      ) Deceased ) Certificate for Transfer of Real Estate

To the Recorder of Carroll County, Granting:

I hereby certify that the records of this Court show that Mina M. Armstrong, a resident of Township of Washington in said County, died testate on the 26th day of November, 1959, that her last will and testament was filed in the Probate Court of Carroll County, Ohio, on December 13, 1959; admitted to probate on December 28, 1959 and recorded in Vol. 16, page 9 of the record of wills in said county and that on the 3rd day of January, 1960, A. Vardana Armstrong and Helen Roudshush were appointed by this Court, Co-executrices of the estate of said decedent; that said estate is being administered under No. 13972 and a memorandum record of said estate can be found in Administration Docket No. 9, Page 283, of the Records of the Probate Court of Carroll County, Ohio. That said decedent died seized of the following described parcels of real estate situated in your County:

The undivided one half of the following described real estate  
Situating in the Township of Washington, County of Carroll and State of Ohio and known as part of the Northeast quarter of Section 21, Township 16, Range 5 beginning at the Northeast corner of said Northeast quarter; thence South and along the quarter line to the center of County Road 10; thence in a Northeasterly direction and following the center of County Road 10 to the intersection of County Road 68; thence continuing in a Northeasterly direction and along the center of County Road 68 to a point on the North line of said Northeast quarter; thence West and along the quarter line to the place of beginning, containing 8.00 acres more or less. That the names of the devisees and the interests to them passing, are as follows:

Name	P. O. Address	Relationship	Interest Passing
George A. Armstrong	Route 1, Carrollton, O.	Surviving Spouse	Life Est. with power of sale
Mary E. Armstrong	"	Daughter	1/5 remainder
Vardana A. Armstrong	"	Daughter	1/5 remainder
Helen Roudshush	Route 4, Carrollton, O.	Daughter	1/5 remainder
Lillian Wingerter	Waynesburg, Ohio	Daughter	1/5 remainder
Floyd Hunt	1957 Lardner St. Philadelphia-49, Pa.	Daughter	1/5 remainder

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Carroll County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 3rd day of October, 1960.

SEAL

Rudolph E. Mattiolo  
Probate Judge

380

Died Book Vol. 74, 125

## AIA 113 AFFIDAVIT FOR TRANSFER AND RECORD OF REAL ESTATE INHERITED.

JOHN SPRATZER, Deceased, )  
 TO ) The State of Ohio, Carroll County, ss:  
 MARY SPRATZER aka MARY SPRATZER )  
 being duly sworn, says that John Spratzer died intestate on the 19th day of August, 1951, that at the time of his death his place of residence was at Box 51, Taylorville, Illinois and that the following are the names, ages and addresses, so far as the ages and addresses are known and can be ascertained, of each of such decedent's heirs at law and next of kin, who by his death inherited his real estate and the relation of each to such ancestor:

NAMES	AGES	ADDRESSES	RELATIONSHIP
Mary Spratzer aka Mary Spratzer	62	Box 51, Taylorville, Illinois	Widow

No administration has been had on the estate of said decedent but all the claims, debts and charges against the same have been paid.

The part of portion of such real estate inherited by each of such heirs at law and next of kin is as follows:

NAMES	PART OF PORTION INHERITED
Mary Spratzer aka Mary Spratzer	All

That at the time of the death of said John Spratzer he was the owner of and seized of the following described real estate:

The undivided one-half of premises, situated in the Township of Center, County of Carroll and State of Ohio, and being part of the southwest quarter of Section 7, Township 17, Range 6, in Steubenville Land District, beginning on the East line of said quarter 22 feet North of the south-east corner of the quarter; thence south 51 degrees west 47 feet to the center of a Township road; thence north 72 degrees west 83 feet with the center of the road; thence north 51 degrees east 04 feet to the quarter line; thence south 5 degrees west 80 feet with the quarter line to the place of beginning, containing 0.90 acres, more or less.

Mary Spratzer  
 Mary Spratzer  
 Sworn to before me and signed in my presence this 29th day of September, 1950.

SEAL  
 Tom Richards  
 Notary Public  
 My Commission Expires Jan. 29, 1951

Transferred September 20, 1950  
 Received for Record September 20, 1950 at 10:10 o'clock A.M.  
 Recorded September 20, 1950  
 Fee \$1.25

R. A. MacDonald, Recorder

## FRED DUVALL | #16,311 EASEMENT FOR HIGHWAY

ADA DUVALL | KNOWN ALL MEN BY THESE PRESENTS: That Fred Duvall aka Fred J. Duvall (survived),  
 TO | Dollars (\$450.00) and for other good and valuable considerations to him paid by the  
 STATE OF OHIO | grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Carroll County, Ohio, PARCEL NO. 8: Being a parcel of land lying on the right side of and described as follows:

Carroll County and being located within the following described points in the boundary thereof: Beginning at a point in the grantors southerly property line, said point being 57.67 feet right of centerline of Survey Station 869 plus 11.17; thence southwesterly along said property line to a point in the grantors westerly property line, also being in the centerline of survey at centerline of Survey Station 869 plus 06.32; thence northwesterly along said property line and centerline to a point 1.63 feet right of centerline of Survey Station 882 plus 56.08; thence northwesterly along said property line to a point 72.77 feet right of centerline of Survey Station 88 plus 10.40; thence southeasterly to a point in the existing right of way line of existing SR 43 said point being 40 feet right of centerline of Survey Station 884 plus 00; thence southeasterly to a point 39.57 feet right of centerline of Survey Station 883 plus 75; thence southeasterly to a point 40.44 feet right of centerline of Survey Station 883 plus 25; thence southeasterly to a point 55 feet right of centerline of Survey Station 872 plus 00; thence southeasterly to a point 65 feet right of centerline of Survey Station 877 plus 50; thence southeasterly to a point 70 feet right of centerline of Survey Station 872 plus 50; thence southeasterly to a point 50 feet right of centerline of Survey Station 869 plus 50; thence southeasterly to a point 60 feet right of centerline of Survey Station 869 plus 50; thence southeasterly to the place of beginning.

Being part of the same premises as conveyed to Fred Duvall from Archie E. Krohn by Warranty Deed dated April 16, 1947 in Volume 113, page 588 of the deed book records of Carroll County, Ohio. It is understood that the strip of land above described contains 0.847 acres, more or less, exclusive of the present road which occupies 1.151 acres, more or less.

Said easement being the Station numbers as stipulated in the heretofore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenants with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend said Grantee, its successors and assigns, all right and expectancy of power in the above

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described premises.

IN WITNESS WHEREOF Fred Duvall & Ada Duvall have hereunto set their hands, the 14th day of July, in the year of our Lord one thousand nine hundred and sixty.

Signed and sealed in presence of:  
Alta McPadden  
Don C. Harrington

Fred Duvall  
Ada Duvall

This instrument was prepared by  
Ohio Department of Highways.  
Robert M. Short

STATE OF OHIO, CARROLL COUNTY, SS: Before me, a Notary Public in and for said County and State, personally appeared the above named Fred Duvall & Ada Duvall who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Carrollton, Ohio this 14th day of July, A.D. 1960.

Transfer not necessary  
Received for Record 10:55 A.M., September 22, 1960  
Recorded September 22, 1960

Don C. Harrington,  
My Commission Expires Aug. 20, 1962

R. A. MacDonald, Recorder

Fee \$2.00

RAY E. WAGNER | #16,112 EASEMENT FOR HIGHWAY

RAY E. WAGNER | KNOW ALL MEN BY THESE PRESENTS: That Ray E. Wagner & Kay L. Wagner (Husband  
and Wife), the Grantors, for and in consideration of the sum of Two Hundred &  
Seventy-Five Dollars and no/100 Dollars (\$275.00) and for other good and valuable  
considerations to them paid by the State of Ohio, the Grantee, the receipt  
whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and re-  
lease to the said Grantee, its successors and assigns forever, a perpetual easement  
and right of way for public highway and road purposes, in, upon and over the lands hereinafter  
described, situated in Carroll County, Ohio, Harrison Township, Section 5, Town 15, Range 6,  
and bounded and described as follows:

PARCEL NO. 1: Being a parcel of land lying on the left & right side of the centerline of a survey  
made by the Department of Highways, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, of the  
records of Carroll County and being located within the following described points in the boundary  
thereof: Being a part of Lot #8 in Duvall's Allotment as recorded in Plat Book 2, Page 250 of  
the Plat Book Records of Carroll County, Ohio and being bounded and described as follows:

Beginning at a point in the Grantors' southerly property line, said point being 50 feet right  
of centerline of Survey Station 867 plus 96.71; thence northwesterly along said property line to  
point in the center line of survey at centerline of Survey Station 865 plus 09.01; thence north-  
westerly along said property line to a point in the Grantors' westerly property line, said point  
being 2.07 feet left of centerline of Survey Station 865 plus 09.51; thence northwesterly along  
said property line to a point in the Grantors' northerly property line, also being in the center-  
line of survey at centerline of Survey Station 869 plus 06.32; thence northeasterly along said  
property line to a point 57.47 feet right of centerline of Survey Station 869 plus 11.17; thence  
southeasterly to a point 54.13 feet right of centerline of Survey Station 868 plus 60; thence  
southeasterly to the place of beginning.

Being part of the same premises as conveyed to Ray E. Wagner and Kay L. Wagner from Glenn H.  
Boelter and Norma Boelter by Warranty Deed dated April 22, 1957 in Volume 112, Page 265 of the deed  
book records of Carroll County, Ohio.

It is understood that the strip of land above described contains 0.062 acres, more or less,  
exclusive of the present road which occupies 0.071 acres, more or less.

Said stations being the Station numbers as stipulated in the hereinafore mentioned survey  
and as shown by plans on file in the Department of Highways, Columbus, Ohio.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and  
assigns forever.

And the said Grantors, for themselves and their heirs, executors, and administrators, hereby  
covenant with the said Grantee, its successors and assigns that they are the true and lawful  
owners of said premises, and are lawfully seized of the same in fee simple, and have good right and  
full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the  
same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and  
defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Ray E. Wagner (Husband of) Kay L. Wagner, Kay L. Wagner  
(wife of) Ray E. Wagner hereby relinquish to said Grantee, its successors and assigns, all right  
and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Ray E. Wagner & Kay L. Wagner have hereunto set their hands, the 19th day  
of July, in the year of our Lord one thousand nine hundred and sixty.

Signed and sealed in presence of:  
Juanita Ray  
Mary Beckley

Ray E. Wagner  
Kay L. Wagner

This instrument was prepared by  
Ohio Department of Highways  
Robert M. Short

STATE OF OHIO, CARROLL COUNTY, SS: Before me, a Notary in and for said County and State, person-  
ally appeared the above named Ray & Kay L. Wagner who acknowledged that they did sign the foregoing  
instrument and that the same is a free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Carrollton, C. this  
19th day of July A.D. 1960.

SEAL

Carl L. Rousebush  
Carl L. Rousebush, Notary Public  
My Commission Expires Feb. 5, 1961

Transfer Not Necessary  
Received for Record 10:55 A.M., September 22, 1960  
Recorded September 22, 1960

R. A. MacDonald, Recorder

Fee \$2.00

*Out Book Vol. No. 104*

# 5937

Name Alice Crawford Use Carrollton-Hibberts  
Address R.R. #4, Carrollton, Ohio Est. No. 3 Map No. 1334

DEED OF EASEMENT. Mr. Alice Crawford Est. No. 3 Map No. 1334  
Form No. 6010 R.R. #4, Carrollton, Ohio Drawing No. 4-1183-B, G. O. N. 02-28001

**This Indenture**, made this 29th day of June 1912.

By and between Alice Crawford, widow, Archie E. Krohn, and Alice Krohn, his wife  
of the first part, and THE OHIO POWER COMPANY a corporation organized and existing under the laws of the State of Ohio, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said party of the first part hereby grant, concede, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, licensees and tenants to construct, erect, operate, and maintain, a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any Highway as now or hereafter laid out showing the following described lands situated in Harrison Township in the County of Carroll in the State of Ohio, and part of Section No. 5 & 6 Township No. 15-N and Range No. 6-W and bounded:

On the North by the lands of Miss Keweenaw  
On the East by the lands of Mrs. Francis Snively, et al., J. E. & Mary E. Patterson, A. C. D. Snively, Snach Marsh  
On the South by the lands of Alonso & Irana Kell, H. Elder and G. Elder  
On the West by the lands of J. A. K. Stafford, F. & M. Mumeth, Wm. Dowell

It is agreed that this line may be extended across said land and to serve additional customers.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate as will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, wires, through or over the above described premises, to cut and, at its option, remove from said premises or the portions of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structures on said premises, and the right to ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any time and under, for the purpose of putting the line, or replacing, repairing or adding to the number of said poles, structures, fixtures, crossarms, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will immediately repair or replace all fences, poles, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock in the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines shall be made at the office of the Grantor at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 511, Newark, Ohio, within thirty days after such damages occur. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by the Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

So Here and to Hold the above unto said party of the second part, its successors and assigns, the part of the first part hereunto set their hand and seal the day and year first above written.

Witness and Acknowledged in the presence of:

H. E. Krohn Alice Crawford  
H. E. McAllister Archie E. Krohn  
Alice Krohn

THE STATE OF OHIO,  
Carroll County }

Before me, Nobury Public in and for said County, personally appeared the above named Alice Crawford, Archie E. Krohn, and Alice Krohn

who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 6th day of July A. D. 1912.

DEAL Kathryn Stehler Notary Public

THE STATE OF OHIO,  
County }

Before me, County in and for said County, personally appeared the above named County

who acknowledged that did sign the within instrument and that the same is free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this day of A. D. 1912.

My commission expires 1912 Notary Public

Received for Record 212 P.M. July 27 1912 Recorded in Deed Records July 28 1912

Volume Page R. A. MacDonald Recorder of Carroll County State of Ohio

Fee \$1.25 ✓

STONEMAN LAW OFFICE CO LPA  
PICK-UP  
43 SECOND ST SW  
CARROLLTON, OH 44615

201700003852 Pages: 15  
Filed for Record in CARROLL County, Ohio  
PATRICIA J. OYER, Recorder  
09/27/2017 02:41 PM Recording Fees: \$132.00  
MORTGAGE OR Book: 125 Pages: 595 - 609

RECORDATION REQUESTED BY:  
THE HUNTINGTON NATIONAL BANK, Canton Commercial Lending, PO BOX 341470 -  
GW1W37, Columbus, OH 43234-1470

WHEN RECORDED MAIL TO:  
THE HUNTINGTON NATIONAL BANK, GW1W37, PO BOX 341470, COLUMBUS, OH  
43234-1470

FOR RECORDER'S USE ONLY



## MORTGAGE

THIS MORTGAGE dated September 27, 2017, is made and executed between IPSON ENTERPRISES, LLC, AN OHIO LIMITED LIABILITY COMPANY whose address is 250 W Mohawk Dr., Malvern, OH 44644 (referred to below as "Grantor") and THE HUNTINGTON NATIONAL BANK, whose address is PO BOX 341470 - GW1W37, Columbus, OH 43234-1470 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, mortgages and conveys to Lender, with mortgage covenants and upon the statutory condition, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Carroll County, State of Ohio:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 3130 Canton Rd. NW, Carrollton, OH 44615. The Real Property tax identification number is split from 15-0000489.002; 15-0000489.000; 15-0000489.001

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and



**MORTGAGE  
(Continued)**

Page 2

(3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the



**MORTGAGE  
(Continued)**

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Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Ohio law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on





**MORTGAGE  
(Continued)**

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account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of twenty (20) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or





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(Continued)**

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any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.



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**(Continued)**

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**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be



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(Continued)**

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necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with



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(Continued)**

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**Lender.** However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the



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(Continued)**

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Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other Intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.



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**APPRAISAL OF THE REAL PROPERTY.** Lender shall have the right to request an appraisal of the Real Property compiled by an appraiser selected by Lender as often as Lender reasonably believes is necessary. Grantor shall reimburse Lender for any such appraisal, though Grantor's obligation to do so, absent an Event of Default or some modification to the Indebtedness, shall be limited to once annually. Grantor shall cooperate with Lender's appraiser in providing reasonable access to the Real Property and such other information as Lender and/or such appraiser reasonably requires for purposes of completing the appraisal. Any such appraisal shall be the property of Lender.

Moreover, if any such appraisal demonstrates that there has been a material decline in the value of the Real Property such that the loan to value ratio (as defined below) no longer meets Lender's underwriting requirements, Lender reserves the right to demand from Borrower a principal reduction payment in an amount sufficient to reduce the loan to value ratio to meet such guidelines. Failure of Borrower to make such payment within sixty (60) days after demand therefore shall be an additional Event of Default under this Mortgage. As used herein, "loan to value ratio" means the ratio of (i) the then outstanding Indebtedness to (ii) the then "as is" appraised value of the Real Property.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH REGARD TO ASSIGNMENT OF RENTS.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Mortgage.

**INTERPRETATION.** If there is more than one Grantor, each reference in this Agreement to "Grantor" shall apply to each Grantor separately as well as to all of them jointly, and the obligations, covenants, promises, warranties and representations of Grantor shall be joint and several.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Ohio.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this



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Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means Ipson Enterprises, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth



**MORTGAGE  
(Continued)**

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in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Ipson Enterprises, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means THE HUNTINGTON NATIONAL BANK, its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated September 27, 2017, in the original principal amount of \$228,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements,





**MORTGAGE  
(Continued)**

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mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

**IPSON ENTERPRISES, LLC**

By: Steven E. Ipson  
Steven E Ipson, Member of Ipson Enterprises, LLC

This instrument was prepared by THE HUNTINGTON NATIONAL BANK, 41 S. High Street, Columbus, OH 43215.

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF OHIO )  
 ) SS  
COUNTY OF CARROLL )

On this 27<sup>th</sup> day of SEPTEMBER, 20 17, before me, the undersigned Notary Public, personally appeared Steven E Ipson, Member of Ipson Enterprises, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Mortgage and acknowledged before me the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

By: [Signature]  
Notary Public In and for the State  
of OHIO

Residing at CARROLLTON, OHIO  
My commission expires 5-19-2021



**WILLIAM J. STONEMAN**  
Notary Public, State of Ohio  
My Commission Expires 05-19-2021



**MORTGAGE  
(Continued)**

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**SATISFACTION AND DISCHARGE OF MORTGAGE**

(To be used only when obligations have been paid in full)

\_\_\_\_\_, 20\_\_\_\_

Ohio

The conditions and obligations of this Mortgage have been complied with, and therefore this Mortgage is hereby satisfied and discharged.

Attest:  
BANK

THE HUNTINGTON NATIONAL

By:  
\_\_\_\_\_  
\_\_\_\_\_

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- OH C:\LaserPro\_Prod\CFNLPL\G03.FC TR-316785 PR-35

## EXHIBIT A

Situated in the Township of Harrison, County of Carroll, and State of Ohio:

Being the Southwest Quarter of Section 5, Township 15 of Range 6 and being part of a 0.097 acre tract (Tract 8) part of a 27.509 acre tract (Tract 6) and being part of a 2.794 acre tract (Tract 7) as conveyed to Frederick J. Locker and Joyce L. Locker Trustees of the Frederick J. Locker and Joyce L. Locker Revocable Living Trust as recorded in Official Record Volume 84, Page 3862 and being more particularly described as follows:

Beginning at a stone monument with a "+" found on the Northeast corner of the Southwest Quarter of Section 5, thence N 86° 38' 35" W, a distance of 1549.08 feet to a deed corner (passing over a 3/4" iron pipe found at a distance of 1541.20 feet and said point being north of the quarter section line);  
Thence S 12° 53' 48" E along the east line of lands now or formerly owned by Jacob and Susan Dewell (OR 12/2435) and along the east line of lands now or formerly owned by David and Christine McLean (OR 76/4432, a distance of 375.68 feet to a 3/4" iron bar set, said point being the TRUE PLACE OF BEGINNING;

- 1) Thence N 74° 19' 10" E along a New Division Line, a distance of 207.94 feet to a 3/4" iron bar set;
- 2) Thence N 83° 25' 35" E along a New Division Line, a distance of 205.46 feet to a 3/4" iron bar set;
- 3) Thence S 25° 25' 00" E along a New Division Line, a distance of 283.26 feet to a 3/4" iron bar set;
- 4) Thence S 15° 39' 10" E along a New Division Line, a distance of 112.14 feet to a 1/2" iron bar found;
- 5) Thence S 85° 33' 15" W along the north line of lands now or formerly owned by Helen McDaniel (93/977), a distance of 483.95 feet to a 3/4" iron bar set and passing over a 3/4" iron bar found at a distance of 444.14 feet, said point being the southwest corner of said Locker Tract 6;
- 6) Thence N 12° 53' 48" W along the east line of said McLean lands, a distance of 329.93 feet to the TRUE PLACE OF BEGINNING and containing 3.780 acres of land, more or less, of which 2.412 acres are part of Tract 6, 1.324 acres are part of Tract 7 and 0.044 acres are part of Tract 8 as surveyed by David Bodo & Associates, Inc. in December, 2015, but subject to all legal highways and any easements, restrictions or reservations of record.

The Basis of Bearing for this survey was based on Grid North (Ohio State Plane Coordinate System, North Zone, NAD 83) as determined from GPS observations made on January 28, 2014 by David Bodo & Associates, Inc.

Note: All iron bar set are 3/4" in diameter rebar by 30" long with a plastic surveyors cap stamped "David Bodo & Associates". For details of the survey used to prepare this description, see the Survey Plat prepared by David Bodo & Associates, Dated December 1, 2015.

Address: 3130 Canton Road NW, Carrollton, Ohio 44615

Permanent Parcel Nos.: Split from 15-0000489.002; 15-0000489.000; and  
15-0000489.001



## CONSUMER GUIDE TO AGENCY RELATIONSHIPS

### Richard T. Kiko Agency, Inc. (dba KIKO)

We are pleased you have selected KIKO to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, KIKO can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio, you can also contact the Ohio Division of Real Estate & Professional Licensing at 614-466-4100 or on their website at [www.com.state.oh.us](http://www.com.state.oh.us).

#### Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interest and owe the seller these same duties.

#### Representing buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as a buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction.

#### Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents", they must maintain a neutral position between the buyer and the seller. They must not advocate the position of one client over the best interest of the other client or disclose any personal or confidential information to the other party without written consent.

#### Split Agency

On occasion, the buyer and seller will each be represented by two different agents from the same company. In this case, the agents each represent the best interest of their respective clients. The brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will protect the confidential information of both parties.

#### Working with KIKO

KIKO does offer representation to both buyers and sellers when it is not a KIKO auction sale. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client pursuant to Split Agency, but KIKO and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. However, KIKO will still supervise both agents to assure that their clients are being fully represented. The brokerage will protect the confidential information of both parties.

The policy of KIKO also permits one agent to represent both parties pursuant to Dual Agency. In the event that both the buyer and seller are represented by one agent, that agent and KIKO will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party. If Dual Agency occurs, you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As the buyer, you may also choose to represent yourself on properties that KIKO has listed. In that instance, KIKO will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

#### **KIKO Auction Sales**

KIKO represents sellers who are selling the property by means of the auction method. Due to the unique features of an auction sale, it is the policy of KIKO that it and ALL of its agents represent only the seller at an auction sale. Because ALL of the KIKO agents have a duty of full disclosure to the seller, in an auction sales situation, you should not share any information with a KIKO agent that you would not want the seller to know.

#### **Working with Other Brokerages**

KIKO does offer representation to both buyers and sellers. When KIKO lists property for sale, it also cooperates with and offers compensation to other brokerages that represent buyers. KIKO does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because KIKO shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be representing the buyer and KIKO will be representing your interests.

When acting as a buyer's agent, KIKO also accepts compensation offered by the listing broker. If the property is not listed with any broker or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

#### **Fair Housing Statement**

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

***Because it is important you have this information, Ohio law requires that we ask you to sign below in acknowledgement for the receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.***

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Name (Please print)

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

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





# 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: 3130 Canton Rd., Carrollton, OH

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

Seller(s): Ipson Enterprises LLC - Steve Ipson Sole Member

## 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 principal 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) Randy Compton and real estate brokerage KIKO 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 \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

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

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:



Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100







2722 Fulton Dr NW  
Canton OH 44718

PURCHASE AGREEMENT

July 28, 2021



1

The undersigned purchasers hereby offer and agree to purchase the following real estate situated in **Harrison Township, Carroll County, OH**, said premises being known as **approximately 3.78 acres more or less and further known as 3130 Canton Rd; Carrollton OH 44615 (Parcel #15-0000489.000) (hereinafter the "Property")**. (See attached Exhibit A – Map).

Property to be conveyed as is, but is subject to all zoning laws and ordinances, and all easements, conditions, and restrictions appearing of record for which the purchasers agree to pay the sum of \$\_\_\_\_\_

Deposit with this agreement in Cash \_\_\_\_\_ Check \_\_\_\_\_ Note \_\_\_\_\_. **10%** \$\_\_\_\_\_

Payment when executed deed is delivered to Buyer or Escrow Agent. \$\_\_\_\_\_

**CONVEYANCE & EVIDENCE OF TITLE:** Seller, through Seller's title agency or attorney, shall provide to Buyer a title insurance commitment for an Owner's Policy of title insurance in the amount of the purchase price. Seller shall pay for the cost of the title search and the parties shall share equally the cost of the evidence of title; including but not limited to owner's title insurance premium, policy commitment and escrow fee. Location survey, lender's policy, title policy endorsements(s) and recording fees to be paid by Buyer. Deed preparation and county conveyance fee to be paid by Seller. Seller shall convey the premises by warranty deed or fiduciary deed where applicable, free of dower, liens, or encumbrances, except as specified herein and the entire transaction shall be completed on or before **September 13, 2021** or as soon as title work is completed. If estate or bankruptcy sale, it shall be subject to any necessary Court approval.

**TAXES, WATER, SEWER:** Taxes and assessments, general and special, based on the current tax duplicate, and water and sewer charges shall be prorated as of the date of delivery of deed. If agricultural use valuation (CAUV), Buyer responsible to renew CAUV. If and when recoupment occurs, Buyer shall be solely liable for any recoupment of taxes.

**POSSESSION:** Seller to deliver complete possession of the Property to Buyer on or before **0** days after date of recording of deed, subject to legal rights of present tenants. The "risk of loss" shall pass upon the delivery of deed. If any of the improvements on subject premises are substantially damaged by fire or other casualty prior to delivery of deed, Buyer shall have the option to (1) complete the purchase and have the purchase price reduced by the amount of insurance payable to the Sellers, or (2) to void this Agreement in which event all deposits will be promptly refunded to Buyer and there shall be no further liability, by, between or among Seller, Buyer and Realtor.

**SALES FEE:** Seller authorizes escrow agent to pay Realtor all fees as stated in the listing contract upon closing or otherwise in accordance with the listing contract.

**PROPERTY CONDITION:** Buyer agrees to purchase the property in its present "as is" condition. Buyer represents and warrants to Seller that Buyer has been given a full and sufficient opportunity to examine the Property; has done so, has signed this Agreement as a result of said examination; and that Buyer is not relying on any representations of Seller, Realtor or anyone else on behalf of Seller or Realtor whether verbal, written or otherwise. Buyer accepts full responsibility for any non-apparent or development issues including, but not limited to, soils and all subsurface matters including the possible existence of mines. This instrument contains the entire agreement between the parties, including any addendum exhibits signed and attached hereto, and no representations, promises, provisions, terms, warranties, conditions or obligations whatsoever, expressed or implied, other than herein set forth, shall be binding upon Buyer, Seller, or Realtor.

**DEFAULT:** Buyer represents that Buyer is ready, willing and able to carry out the terms and conditions herein contained. If Buyer refuses to perform the requirements herein on Buyer's part to be performed, Seller may, in lieu of other remedies available, declare this Agreement null and void as to Buyer and, at Seller's option, all monies paid on account hereof not in excess of 15% of the agreed purchase price shall be forfeited to Seller as fixed, stipulated and liquidated damages without proof of loss; however, Broker shall hold said monies in its trust account pending an authorization by the parties or court order. From any monies so forfeited, Seller agrees to pay any expenses incurred in connection with the transaction to date of forfeiture such as real estate commissions, appraisal fees, title expenses, etc. and any balance remaining shall be paid to Seller.

**TENANT OCCUPIED:** If any part of the Property is tenant occupied, all rents shall be prorated between parties as of date of delivery of deed and buyer shall be entitled to receive all rentals thereafter becoming due. All deposits, if any, together with rights and obligations as landlord shall be transferred to the Buyer. Buyer responsible to secure and comply with any inspections required due to title transfer.

**INFORMATION AUTHORIZATION:** This agreement shall be part of the closing escrow instructions. Seller authorizes escrow/closing agent to obtain written payoff statements from any secured lien holders. Buyer authorizes Lender to disclose to real estate brokers information regarding Buyer's loan and specifically authorizes Richard T. Kiko Agency, Inc. to release any and all documents relating to this transaction to Lender including copies of this Purchase Agreement and the deposit check. Seller and Buyer grant escrow/closing agent authorization to provide listing and selling brokers with copies of the closing disclosures and settlement statement, if any.

**ARBITRATION:** In the event a dispute arises concerning this contract and/or the performance of Owner(s) or Realtor (including any Owner, officer, agent or employee of Realtor) arising out of or in any way related to this contract or any of their acts or performance in connection therewith, the dispute shall be submitted to binding arbitration through and pursuant to the rules of the American Arbitration Association or similar arbitration organization. By agreeing to arbitration, all parties waive their right to court or jury trial. The party first filing shall have the right to select the arbitration association to hear the matter. All claims, including crossclaims and counterclaims, must be brought in the arbitration or are waived. It is understood that the arbitration will be administered by said arbitration association and will include the use of its arbitrators. The arbitration shall be held in Stark County unless otherwise agreed to by Owner(s) and Realtor. The arbitrator shall have actual experience with the sale of the type of property being sold pursuant to this contract. All issues of arbitrability shall be determined solely by the arbitrator. All costs and/or fees of the arbitration shall be equally divided among all parties to the arbitration and all parties to the arbitration shall be solely responsible for paying their own attorney's fees. All incidental, consequential, and punitive damages of any type or nature are hereby waived by all parties to this contract. Any and all disputes, whether by arbitration or otherwise, shall be venue, heard and decided in Stark County, Ohio.

It is further agreed by both parties that any items attached and normally considered real estate shall transfer. Additional provisions:

**All mineral interests, if any, including oil and gas, owned by seller, to transfer to buyer, subject to the existing leases of record. See attached Ex B See copy of Title Insurance Policy dated 7/13/21. See attached Ex C Consumer Guide to Agency Relationships. See attached Ex D Agency Disclosure Form. Any miscellaneous debris remaining after closing to transfer with real estate. Seller(s) hereby elect to include this purchase and sale in a tax-deferred or delayed exchange. Buyer shall cooperate with Seller in executing documents necessary and appropriate to accomplish such exchange, provided that the same does not delay close of escrow and is accomplished at no costs or liability to the Buyer.**

and all other items there and considered as real estate shall remain; and Seller warrants that all such items are free of liens and encumbrances, and further does authorize the Escrow Agent to pay from the proceeds of the sale any and all outstanding debts or monies on these items. Sale subject to Seller being able to deliver marketable title. This property will be sold subject to any applicable Federal, State and/or Government Regulations.

For all absolute auction sales, the Auctioneer declaring the property SOLD to Buyer constitutes Sellers acceptance of this offer from Buyer.

_____ Witness	_____ Buyer	<u>7/28/2021</u> Date
_____ Witness	_____ Buyer	<u>7/28/2021</u> Date
_____ Witness	_____ Seller	<u>7/28/2021</u> Date
_____ Witness	_____ Seller	<u>7/28/2021</u> Date

The Buyer and Seller hereby acknowledge receipt of a fully signed copy hereof.

_____ Buyer	<u>7/28/2021</u> Date	_____ Seller	<u>7/28/2021</u> Date
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We hereby acknowledge receipt of deposit of \$\_\_\_\_\_ which, together with any additional cash payments made by the purchasers before date of delivery of deed is to be delivered and held in escrow by **Richard T. Kiko Agency, Inc.**, dba, Kiko, Listing Realtor. Buyer and Seller authorize Kiko to disburse the deposit to the title agency of closing attorney in preparation for closing of the transaction.

Selling Realtor <b>Kiko</b>	Consumer Guide	<u>    </u> Yes <u>    </u> No
	Agency Disclosure Form Attached	<u>    </u> Yes <u>    </u> No
	Property Information Check List Attached	<u>    </u> Yes <u>    </u> No
Salesman _____	Lead Base Paint Disclosure Attached	<u>    </u> Yes <u>    </u> No