

# LAND AUCTION

Wood County, OH

198±  
in 3 Tracts *acres*

- 195± FSA Cropland Acres
- Investment Quality Soils
- Abundant Road Frontage  
on (2) Routes

## INFORMATION BOOKLET

1:00 - 2:00pm  
Monday, October 3<sup>rd</sup>  
Monday, October 10<sup>th</sup>

For more information, contact  
Andy Walther, 765-969-0401 (cell) or  
Travis Kelley, 740-572-1525 (cell)

AUCTION SITE: American Legion Post 539,  
539 American Legion Dr., North Baltimore, Ohio 45872

Directions to Farm: From I-75 take exit 167 (Fostoria, North Baltimore)  
Travel west on Deshler Rd. (Ohio 18) to Riegler Rd.  
Farm is located at the intersection of Riegler Road and Weston Road.

Tuesday, October 18<sup>th</sup> • 11:00am

 **SCHRADER**  
Real Estate and Auction Company, Inc.

800-451-2709 • [SchraderAuction.com](http://SchraderAuction.com)

## DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

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**OWNER: DuRoc Trust**

**AUCTION COMPANY:** Schrader Real Estate and Auction Company, Inc.

63198513759

Andrew M. Walther: SAL.2012001611

Travis Kelley: SAL.2008003813



**SCHRADER REAL ESTATE & AUCTION CO., INC.**

950 N. Liberty Dr., Columbia City, IN 46725

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

## TERMS AND CONDITIONS

**PROCEDURES:** The property will be offered in 3 individual tracts, any combination of tracts, or as a total 198.87± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer.

**DOWNPAYMENT:** 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash, cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed and are capable of paying cash at closing.

**BUYER'S PREMIUM:** A 2% Buyers Premium will be added to the auction bid to create the final contract purchase price.

**EVIDENCE OF TITLE:** The Seller will provide a Preliminary Title Opinion for the review of the prospective buyer(s). If Buyer(s) elect to have title insurance, the entire cost of the owner's title insurance will be the responsibility of the Buyer(s).

Seller agrees to provide merchantable title to the property subject to matters of record. All tracts sold "As-Is".

**DEED:** Seller(s) shall provide a Warranty Deed(s)

**CLOSING:** The balance of the real estate purchase price is due at closing, which will take place on or before December 1st, 2022.

**POSSESSION:** Possession will be delivered at closing.

**REAL ESTATE TAXES / ASSESSMENTS:** Seller will pay the 2022 taxes payable in 2023. The property is currently enrolled in the CAUV program.

**ACREAGE:** All boundaries are approximate and have been estimated based on current legal descriptions.

**SURVEY:** A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for title transfer.

**EASEMENTS & LEASES:** Sale of the property is subject to any and all easements of record.

**MINERAL RIGHTS:** The sale shall include 100% of the mineral rights owned by the Seller.

**AGENCY:** Schrader Real Estate and Auction Com-

pany, Inc. and its representatives are exclusive agents of the seller.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

**ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.**



# BOOKLET INDEX

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- **FSA INFORMATION**
- **TAX INFORMATION**
- **PRELIMINARY TITLE**
- **PHOTOS**

**For Information Call Auction Managers:  
Travis Kelley, 740-572-1525 • Andy Walther, 765-969-0401**



# **REGISTRATION FORMS**

# **BIDDER PRE-REGISTRATION FORM**

**TUESDAY, OCTOBER 18, 2022**

**198± ACRES – WOOD COUNTY, OHIO**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,

Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Tuesday, October 11, 2022.

Otherwise, registration available onsite prior to the auction.

## **BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone: (Res) \_\_\_\_\_ (Office) \_\_\_\_\_

My Interest is in Tract or Tracts # \_\_\_\_\_

## **BANKING INFORMATION**

Check to be drawn on: (Bank Name) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

## **HOW DID YOU HEAR ABOUT THIS AUCTION?**

Brochure    Newspaper    Signs    Internet    Radio    TV    Friend

Other \_\_\_\_\_

## **WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?**

Regular Mail    E-Mail   E-Mail address: \_\_\_\_\_

Tillable    Pasture    Ranch    Timber    Recreational    Building Sites

What states are you interested in? \_\_\_\_\_

*Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.*

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

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



**Online Auction Bidder Registration**  
**198± Acres • Wood County, Ohio**  
**Tuesday, October 18, 2022**

**This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.**

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

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

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, October 18, 2022 at 11:00 AM. (EST)
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website ([www.schraderauction.com](http://www.schraderauction.com)) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431; email: [auctions@schraderauction.com](mailto:auctions@schraderauction.com)

For wire instructions please call 1-800-451-2709.

7. My bank routing number is \_\_\_\_\_ and bank account number is \_\_\_\_\_.  
(This for return of your deposit money). My bank name, address and phone number is:

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

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, October 11, 2022**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

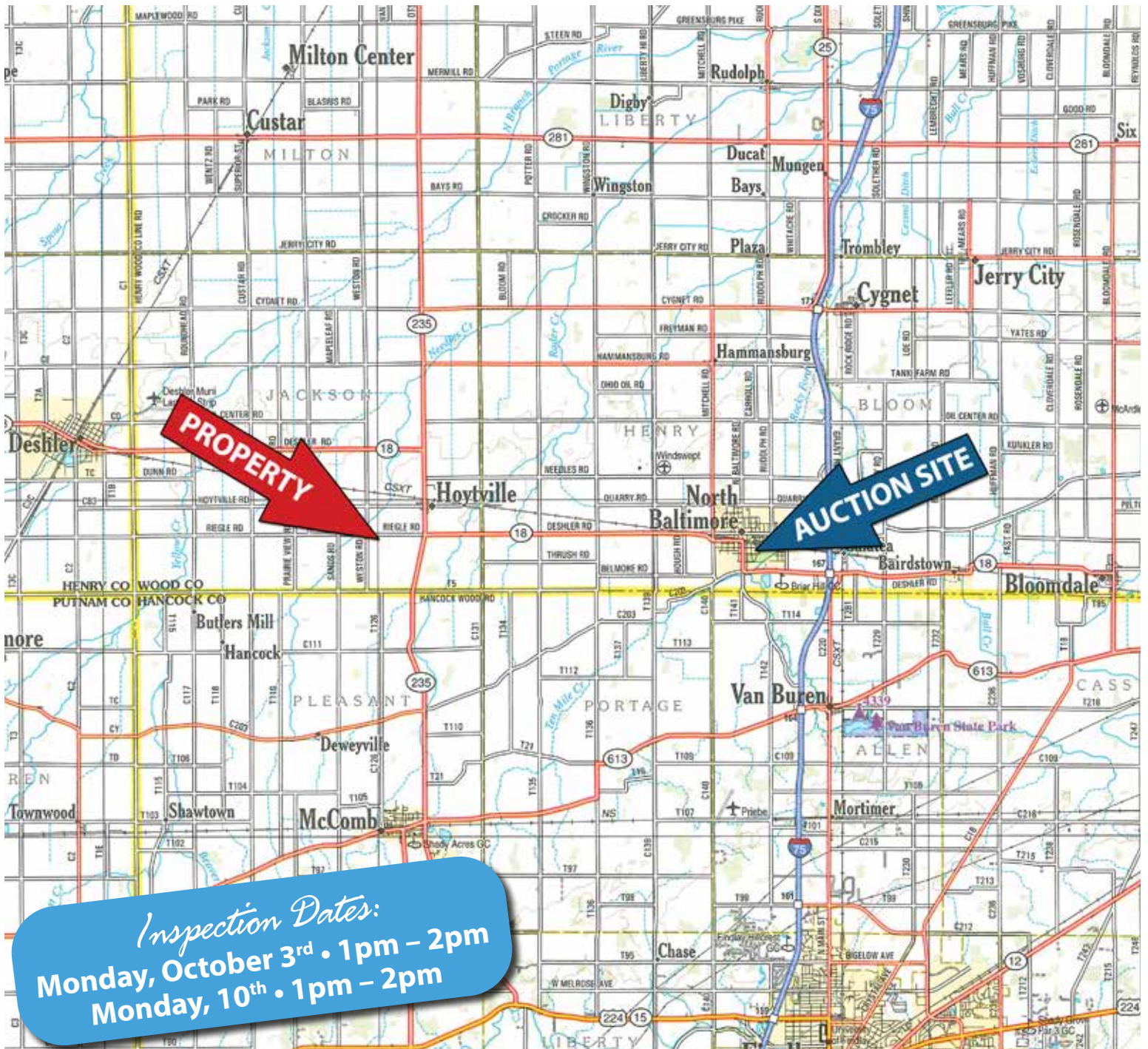
E-mail address of registered bidder: \_\_\_\_\_

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.



# **LOCATION & AERIAL TRACT MAP**

# LOCATION MAP



- 15 mi. NW of FINDLEY, OH • 4 mi. W of NORTH BALTIMORE •
- 20 mi. SW of BOWLING GREEN •

**DIRECTIONS:** (Near 20575 Reigle Rd. Deshler, OH 43516). From I-75 take exit 167 (Fostoria, North Baltimore). Travel west on Deshler Rd. (Ohio 18) for 7 miles to Reigle Rd. Continue for ½ mile and the farm is located at the intersection of Reigle Road and Weston Road.

**AUCTION SITE:** American Legion Post 539, American Legion Dr., North Baltimore, Ohio 45872.

# AERIAL MAP



*Section 35, JACKSON Township, WOOD Co., Ohio*

**TRACT DESCRIPTIONS:**

**TRACT 1: 80± ACRES** nearly all FSA cropland acres. This features quality Hoytsville soils with road frontage along Weston & Reigle Roads. Add this to your current operation or consider this as a stand-alone investment.

**TRACT 2: 50± ACRES** nearly all tillable. Consider combining with Tract 1 or 3.

**TRACT 3: 68± ACRES** nearly all tillable land featuring Hoytsville silty loam soils. Great location with quality frontage on Reigle Rd. Excellent investment opportunity.

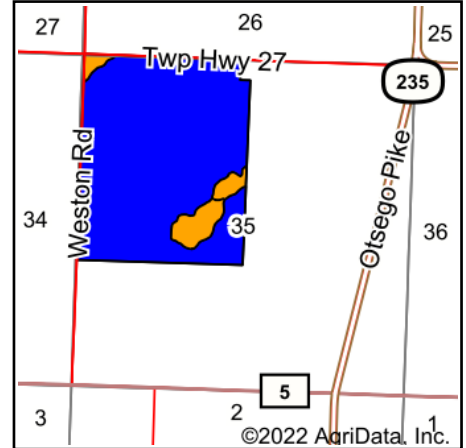
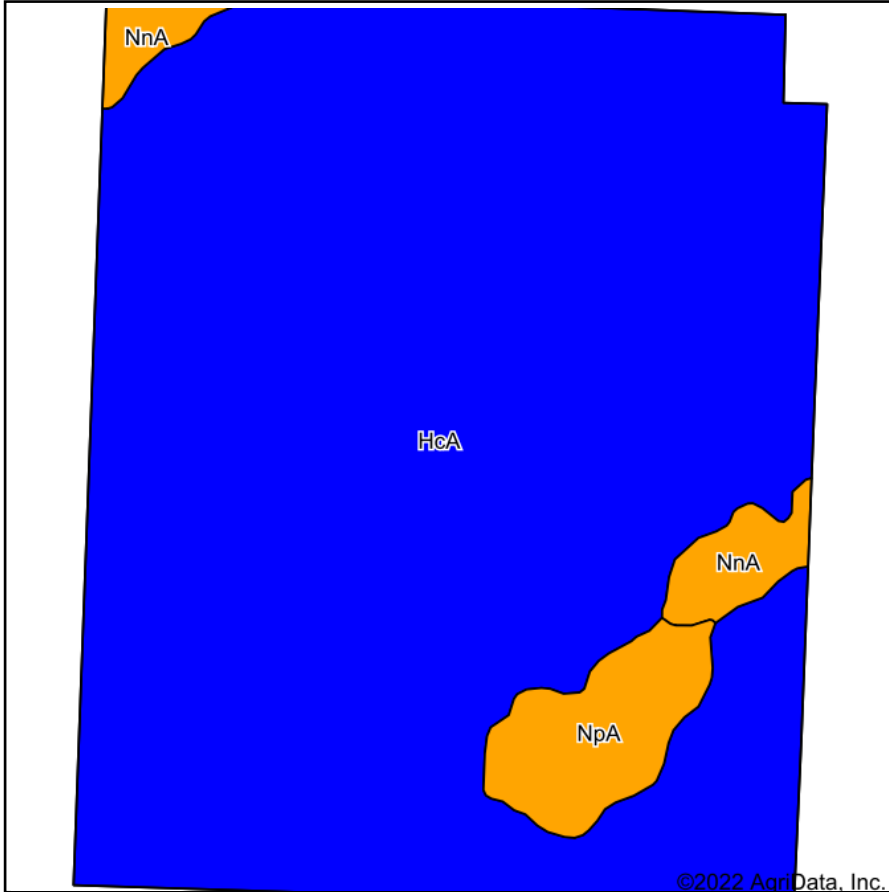




# **SOIL INFORMATION**



# SOIL MAP



State: **Ohio**  
 County: **Wood**  
 Location: **35-3N-9E**  
 Township: **Jackson**  
 Acres: **197.88**  
 Date: **9/13/2022**



Soils data provided by USDA and NRCS.

Area Symbol: OH173, Soil Area Version: 23													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Bromegrass alfalfa hay Tons	Corn Bu	Corn silage Tons	Oats Bu	Soybeans Bu	Winter wheat Bu	*eFOTG PI
HcA	Hoytville silty clay loam, 0 to 1 percent slopes	182.99	92.5%		IIw								83
NpA	Nappanee silty clay loam, 0 to 2 percent slopes	8.86	4.5%		IIIw	5.5	3.8	140	19	90	44	67	70
NnA	Nappanee loam, 0 to 2 percent slopes	6.03	3.0%		IIIw	5.5	3.8	142	19	90	45	67	73
<b>Weighted Average</b>					<b>2.08</b>	<b>0.4</b>	<b>0.3</b>	<b>10.6</b>	<b>1.4</b>	<b>6.8</b>	<b>3.3</b>	<b>5</b>	<b>82.1</b>

\*efotg PI: Obtained from the NRCS eFOTG (<http://efotg.sc.egov.usda.gov>)  
 Soils data provided by USDA and NRCS.

# TOPO CONTOURS MAP



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Source: USGS 3 meter dem

Interval(ft): 3.0

Min: 708.1

Max: 716.0

Range: 7.9

Average: 712.6

Standard Deviation: 1.15 ft



9/13/2022

**35-3N-9E**  
**Wood County**  
**Ohio**

Map Center: 41° 10' 41.74, -83° 47' 55.33



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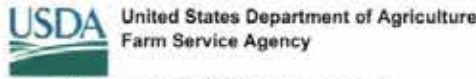




# **FSA INFORMATION**

# FSA INFORMATION

OHIO  
PUTNAM  
Form: FSA-156EZ



FARM : 9555  
Prepared : 8/24/22 9:30 AM  
Crop Year : 2022

See Page 2 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

**Operator Name** : DREWES FARMS PARTNERSHIP  
39-069-59, 39-173-618, 39-173-648, 39-173-785, 39-173-905, 39-173-1102, 39-069-1379, 39-069-2209, 39-069-2788, 39-069-4050, 39-063-5272, 39-173-5675, 39-173-5898, 39-173-5900, 39-173-5901, 39-173-5949, 39-173-6624, 39-063-6759, 39-173-6983, 39-069-7396, 39-069-7397, 39-069-7403, 39-173-7542, 39-173-7776, 39-173-7944, 39-173-8011, 39-173-8040, 39-173-8147, 39-173-8309, 39-137-8391, 39-137-8392, 39-137-8393, 39-173-8624, 39-173-9103, 39-137-9200, 39-173-9319, 39-063-9348, 39-173-9417, 39-137-9555, 39-173-9563, 39-173-9633, 39-063-9639, 39-173-9981, 39-173-10149, 39-173-10461, 39-173-10670, 39-173-10740, 39-063-10770, 39-173-11010, 39-063-11185, 39-063-11186, 39-173-11309, 39-173-11354, 39-173-11408, 39-063-11560, 39-173-11617, 39-173-11928, 39-173-11984, 39-173-12072, 39-173-12073, 39-063-12138, 39-063-12140, 39-063-12144, 39-063-12147, 39-063-12157, 39-063-12159, 39-063-12160, 39-063-12161, 39-063-12162, 39-063-12164, 39-063-12165, 39-063-12227, 39-173-12297, 39-173-12311, 39-173-12546

**Farms Associated with Operator** :

**CRP Contract Number(s)** : None

**Recon ID** : 39-137-2022-85

**Transferred From** : None

**ARCPLC G/I/F Eligibility** : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
196.20	195.00	195.00	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	195.00	0.00		0.00		0.00	0.00	0.00

### Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	WHEAT

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	63.74	0.00	68	
Com	52.40	0.00	139	
Soybeans	74.75	0.00	40	
<b>TOTAL</b>	<b>190.89</b>	<b>0.00</b>		

### NOTES

--

**Tract Number** : 10663

**Description** : Wood Co SE CORNER OF WESTON RD & REIGLE RD

**FSA Physical Location** : OHIO/WOOD

**ANSI Physical Location** : OHIO/WOOD

**BIA Unit Range Number** :

**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields

**Wetland Status** : Wetland determinations not complete

**WL Violations** : None

**Owners** : DUROC TRUST

**Other Producers** : None

**Recon ID** : None



# FSA INFORMATION

OHIO  
PUTNAM  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 9555  
Prepared : 8/24/22 9:30 AM  
Crop Year : 2022

### Tract Land Data

Tract 10663 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
196.20	195.00	195.00	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	195.00	0.00	0.00	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	63.74	0.00	68
Corn	52.40	0.00	139
Soybeans	74.75	0.00	40
<b>TOTAL</b>	<b>190.89</b>	<b>0.00</b>	

### NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.aspc.usda.gov/complaint\\_filing\\_cust.html](http://www.aspc.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

# FSA INFORMATION



Putnam County, Ohio

Farm 9555

Tract 10663

2022 Program Year

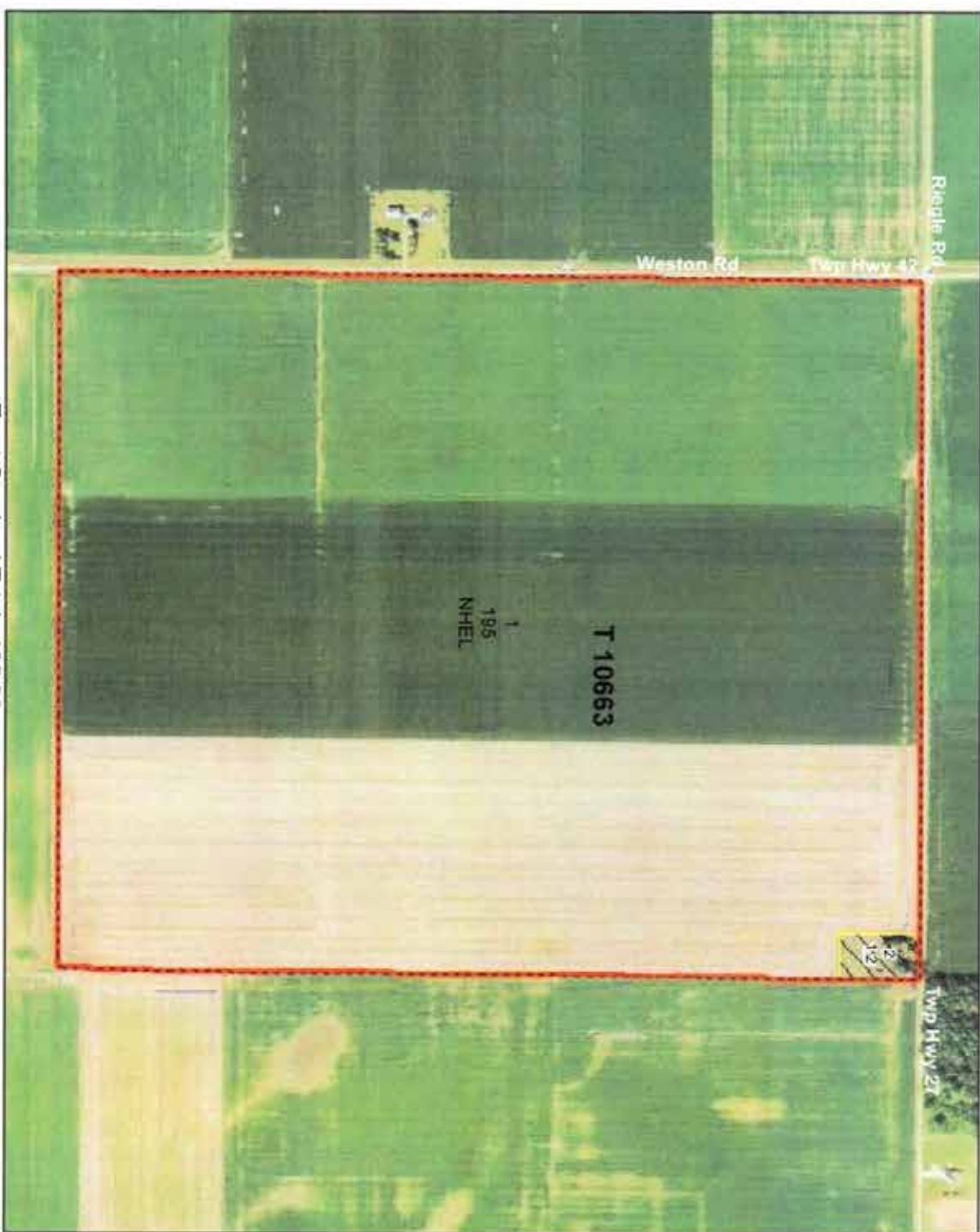
Map Created March 30, 2022

Putnam County  
 Farm Service Agency  
 1800 N Perry St - Suite 107  
 Ottawa, OH 45875-1199  
 419-523-4871 (p)  
 855-841-6794 (f)

**Common Land Unit**  
 Non-Cropland  
 Cropland  
 CRP  
 Tract Boundary

**Wetland Determination**  
 Identifiers  
 Restricted Use  
 Limited Restrictions  
 Exempt from Conservation  
 Compliance Provisions

All of the following are true unless otherwise indicated:  
 All Crops=NI  
 All Crops=GR  
 Corn=YEL  
 Soybeans=COM  
 Wheat=SRW



Tract Cropland Total: 195.00 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps use for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data as is and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland Identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination CPA-026 and attached maps for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

# **TAX INFORMATION**

# TAX INFORMATION



**MATTHEW OESTREICH**  
Wood County Auditor | Wood County, Ohio

## Summary

Parcel Number **G24-309-350000005000**  
 Map Number 309-3500  
 Location Address 0 REIGLE RD  
 Acres 198.87  
 Legal Description N200A W1/2 LESS NECOR  
 (Note: Not to be used on legal documents.)  
 Land Use 101 - Cash - grain or general farm  
 (Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)  
 Neighborhood 02900 - Jackson Twp  
 City Unincorporated  
 Township Jackson Township  
 School District McComb LSD  
 Homestead Reduction: No  
 Owner Occupancy Credit: No  
 Foreclosure No  
 Board of Revision No

## Owners

Owner	Tax Payer Address
BENNINGTON KEVIN G SUCCESSOR TRUSTEE ETAL	BENNINGTON KEVIN G PO BOX 357 WILLIAMSPORT OH 43164

## Valuation

Assessed Year	2021	2020	2019	2018	2017
Land Value	\$1,247,400	\$1,247,400	\$998,500	\$998,500	\$998,500
CAUV Value	\$359,680	\$359,680	\$573,610	\$573,610	\$573,610
Improvements Value	\$0	\$0	\$0	\$0	\$0
<b>Total Value (Appraised 100%)</b>	<b>\$1,247,400</b>	<b>\$1,247,400</b>	<b>\$998,500</b>	<b>\$998,500</b>	<b>\$998,500</b>
Land Value	\$436,590	\$436,590	\$349,480	\$349,480	\$349,480
CAUV Value	\$125,890	\$125,890	\$200,760	\$200,760	\$200,760
Improvements Value	\$0	\$0	\$0	\$0	\$0
<b>Total Value (Assessed 35%)</b>	<b>\$125,890</b>	<b>\$125,890</b>	<b>\$200,760</b>	<b>\$200,760</b>	<b>\$200,760</b>

## Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Base Rate	Unit Rate	Adjusted Rate	Appraised Value (100%)
A0 - Row	4.09	0	0	0	0%	0	0	0	\$0
AC - Tillable Type 3	14.35	0	0	0	100%	5200	5200	5200	\$74,620
AB - Tillable Type 2	180.43	0	0	0	100%	6500	6500	6500	\$1,172,800
<b>Total</b>	<b>198.8700</b>								<b>\$1,247,420</b>

## Ag Soil

Soil Type	Land Usage	Land Type	Acres	Base Rate	CAUV Value (100%)
HvA Hoytville silty clay	O - Other	A0 - Row	4.09		\$0
HvA Hoytville silty clay	C - Crop	A5 - Tillable	180.43	1940	\$350,030
NnA Nappanee loam	C - Crop	A5 - Tillable	5.44	840	\$4,570
NpA Nappanee silty clay loam	C - Crop	A5 - Tillable	8.91	570	\$5,080
<b>Total</b>			<b>198.87</b>		<b>\$359,680</b>



# TAX INFORMATION

## Sales

Sale Date	Sale Price	Seller	Buyer	No. Of Properties	Land Only Sale	Deed Type	Conveyance Number
1/3/2022	\$1,527,500	HUNTINGTON NATIONAL BANK SUCCESSOR TRUSTEE	BENNINGTON KEVIN G SUCCESSOR TRUSTEE ETAL	1	Y	Trustees Deed	0007
9/21/2018	\$0	CROGHAN COLONIAL BANK TRUSTEE	HUNTINGTON NATIONAL BANK SUCCESSOR TRUSTEE	2	Y	Affidavit EX	
4/11/2018	\$0	CROGHAN COLONIAL BANK SUCCESSOR TRUSTEE	CROGHAN COLONIAL BANK TRUSTEE	1	Y	Fiduciary Ex	
3/30/2017	\$0	AHLE BARBARA & MADDY GLENN E JR CO-TRTEES	CROGHAN COLONIAL BANK SUCCESSOR TRUSTEE	1	Y	Court Order EX	
2/9/2015	\$0	MADDY GLENN E TRUSTEE	AHLE BARBARA & MADDY GLENN E JR CO-TRTEES	1	Y	Affidavit EX	
12/14/2009	\$0	MADDY EVELYN F	MADDY GLENN E TRUSTEE	1	N	Warranty Deed Ex	
12/27/1996	\$360,000	TRUSTCORP BANK OHIO	MADDY EVELYN F	1	Y		2747
5/7/1990	\$0		TRUSTCORP BANK OHIO	1	Y		493

## Recent Sales In Area

Sale date range:

From:  To:

## Tax History

*Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.*

Detail:				
Tax Year	Type	Category	Description	Amount
2021 Pay 2022	Property Tax Detail	Penalty	Prior year penalty	\$791.15
2021 Pay 2022	Property Tax Detail	Tax	1st half tax	\$2,529.88
2021 Pay 2022	Property Tax Detail	Tax	Prior year tax	\$5,104.12
2021 Pay 2022	Special Assessment Detail	Penalty	DH 2200 M MIDDLE BR JT Prior year penalty	\$29.70
2021 Pay 2022	Special Assessment Detail	Penalty	DH 32A M FUNK JT Prior year penalty	\$59.12
2021 Pay 2022	Special Assessment Detail	Tax	DH 2200 M MIDDLE BR JT 1st half tax	\$95.81
2021 Pay 2022	Special Assessment Detail	Tax	DH 2200 M MIDDLE BR JT Prior year tax	\$191.61
2021 Pay 2022	Special Assessment Detail	Tax	DH 2319 M RADER JT 1st half tax	\$0.00
2021 Pay 2022	Special Assessment Detail	Tax	DH 32A M FUNK JT 1st half tax	\$190.70
2021 Pay 2022	Special Assessment Detail	Tax	DH 32A M FUNK JT Prior year tax	\$381.39
2021 Pay 2022	Property Tax Detail	Tax	2nd half tax	\$2,529.88
2021 Pay 2022	Special Assessment Detail	Tax	DH 2200 M MIDDLE BR JT 2nd half tax	\$95.80
2021 Pay 2022	Special Assessment Detail	Tax	DH 32A M FUNK JT 2nd half tax	\$190.69
2020 Pay 2021	Property Tax Detail	Penalty	1st half penalty	\$255.21
2020 Pay 2021	Property Tax Detail	Tax	1st half tax	\$2,552.06
2020 Pay 2021	Special Assessment Detail	Penalty	DH 2200 M MIDDLE BR JT 1st half penalty	\$9.58
2020 Pay 2021	Special Assessment Detail	Penalty	DH 32A M FUNK JT 1st half penalty	\$19.07
2020 Pay 2021	Special Assessment Detail	Tax	DH 2200 M MIDDLE BR JT 1st half tax	\$95.81
2020 Pay 2021	Special Assessment Detail	Tax	DH 2319 M RADER JT 1st half tax	\$0.00
2020 Pay 2021	Special Assessment Detail	Tax	DH 32A M FUNK JT 1st half tax	\$190.70
2020 Pay 2021	Property Tax Detail	Penalty	2nd half penalty	\$535.94
2020 Pay 2021	Property Tax Detail	Tax	2nd half tax	\$2,552.06
2020 Pay 2021	Special Assessment Detail	Penalty	DH 2200 M MIDDLE BR JT 2nd half penalty	\$20.12
2020 Pay 2021	Special Assessment Detail	Penalty	DH 32A M FUNK JT 2nd half penalty	\$40.05
2020 Pay 2021	Special Assessment Detail	Tax	DH 2200 M MIDDLE BR JT 2nd half tax	\$95.80
2020 Pay 2021	Special Assessment Detail	Tax	DH 32A M FUNK JT 2nd half tax	\$190.69



# TAX INFORMATION

2019 Pay 2020	Property Tax Detail	Tax	1st half tax	\$4,026.34
2019 Pay 2020	Special Assessment Detail	Tax	DH 2200 M MIDDLE BR JT 1st half tax	\$0.00
2019 Pay 2020	Special Assessment Detail	Tax	DH 2319 M RADER JT 1st half tax	\$0.00
2019 Pay 2020	Special Assessment Detail	Tax	DH 32A M FUNK JT 1st half tax	\$0.00
2019 Pay 2020	Property Tax Detail	Tax	2nd half tax	\$4,026.34
2018 Pay 2019	Property Tax Detail	Tax	1st half tax	\$3,906.54
2018 Pay 2019	Special Assessment Detail	Tax	DH 2200 M MIDDLE BR JT 1st half tax	\$0.00
2018 Pay 2019	Special Assessment Detail	Tax	DH 2319 M RADER JT 1st half tax	\$24.28
2018 Pay 2019	Special Assessment Detail	Tax	DH 32A M FUNK JT 1st half tax	\$0.00
2018 Pay 2019	Property Tax Detail	Tax	2nd half tax	\$3,906.54
2018 Pay 2019	Special Assessment Detail	Tax	DH 2319 M RADER JT 2nd half tax	\$24.27

Total:	
Tax Year	Amount
2021 Pay 2022	\$12,189.85
2020 Pay 2021	\$6,557.09
2019 Pay 2020	\$8,052.68
2018 Pay 2019	\$7,861.63

## Treasurer's Tax Bill

To receive more information on a specific area of the tax bill please [click here](#).

Tax Bill

Click Here to View Tax Details on the Treasurer's Site

## Payments

Detail:				
Tax Year	Payment Date	Paid By	Amount	
2021 Pay 2022	2/9/2022	OCR	\$5,632.76	
2021 Pay 2022	10/27/2021		\$6,557.09	
2019 Pay 2020	7/16/2020	OCR	\$4,026.34	
2019 Pay 2020	2/13/2020	OCR	\$4,026.34	
2018 Pay 2019	6/14/2019	OCR	\$3,930.81	
2018 Pay 2019	2/22/2019	OCR	\$3,930.82	

Total:	
Tax Year	Amount
2021 Pay 2022	\$12,189.85
2019 Pay 2020	\$8,052.68
2018 Pay 2019	\$7,861.63

# TAX INFORMATION

## Map



No data available for the following modules: Dwellings, Buildings, Additions, Improvements, Sketches.

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Version 2.3.223

Developed by  
 Schneider  
GEO SPATIAL






# **PRELIMINARY TITLE**



# PRELIMINARY TITLE

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

## COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

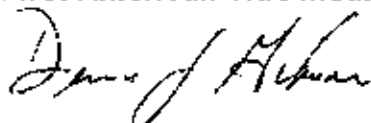
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

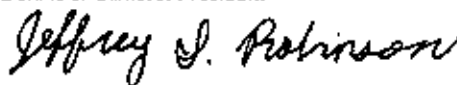
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form*

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# PRELIMINARY TITLE

## 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 state 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.

### 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.

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# PRELIMINARY TITLE

(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>.

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# PRELIMINARY TITLE

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Agent: **ValMer Land Title Agency, LLC**  
ALTA® Universal ID: **1122991**  
Commitment No.: **52169531**  
Property Address: **Reigel Rd. Deshler, OH 43516**  
Revision No.: **1**

Issuing Office: **ValMer Land Title Agency, LLC**  
Loan ID No.:  
Issuing Office File No.: **52169531**

### SCHEDULE A

1. Commitment Date: **August 22, 2022, at 6:59 am**
2. Policy to be issued:
  - (a)  ALTA® Owner's Policy of Title Insurance (6-17-06)  
 ALTA® Homeowner's Policy of Title Insurance (Rev. 12-2-13)  
Proposed Insured: **TO BE DETERMINED**  
Proposed Policy Amount:
  - (b)  ALTA® Loan Policy of Title Insurance (6-17-06)  
 ALTA® Expanded Coverage Residential Loan Policy (Rev. 12-2-13)  
Proposed Insured:  
Proposed Policy Amount:
  - (c)  ALTA® \_\_\_\_\_ Policy  
Proposed Insured:  
Proposed Policy Amount: \_\_\_\_\_
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 Commitment Date vested in:  
**Kevin G. Bennington, J. Jeff Farthing, Marc Palmer and Mark Bryant, Successor Co-Trustees of The DuRoc Trust, Under Agreement dated November 24, 2014**

**SOURCE OF TITLE:**  
**Official Record 3955, page 732**  
**Recorder's Office, Wood County, Ohio**

5. The Land is described as follows:

**SEE ATTACHED EXHIBIT A**

### FIRST AMERICAN TITLE INSURANCE COMPANY

Issuing Agent: **ValMer Land Title Agency, LLC**  
Agent ID No.: **5102108**  
Address: **10710 Blacklick-Eastern Rd, Ste 100**  
City, State, Zip: **Pickerington, OH, 43147**  
Telephone: **614-860-0005**

By:   
Authorized Signatory

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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# PRELIMINARY TITLE

File No.: 52169531

## EXHIBIT A

The Land is described as follows:

Situated in the County of Wood, in the State of Ohio and in the Township of Jackson:

The north 200 acres of the west 1/2 of Section 35, Town 3 North, Range 9 East, Jackson Township, Wood County, Ohio.

Subject to all legal highways.


Excepting therefrom the following described parcel thereof:

Situated in the Township of Jackson, County of Wood, State of Ohio, and being a part of the NW1/4 of Section 35, T3N R9E, a tract of land bounded and described as follows:

Beginning at an iron rod found marking the northeast corner of the northwest 1/4 of Section 35; thence west along the north line of the northwest 1/4 of Section 35, also being the centerline of Township Road 27 (Reigel Road), a distance of 153.00 feet to a railroad spike set; thence parallel with the east line of the northwest 1/4 of Section 35, South 00 degrees, 06 minutes 50 seconds west, a distance of 322.00 feet to an iron stake set, and passing an iron stake set at 20.00 feet; thence east and parallel with the north line of the northwest 1/4 of Section 35, a distance of 153.00 feet to an iron stake set on the east line of the northwest 1/4 of Section 35; thence along said east line, north 00 degrees, 06 minutes 50 seconds east, a distance of 322 feet to the point of beginning, and passing an iron stake set 20.00 feet south thereof, said tract containing 1.131 acres of land, more or less, subject however to all legal highways and prior easements of record.

Containing 198.87 acres of land, more or less.

# PRELIMINARY TITLE

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: 52169531

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. **Warranty Deed from Kevin G. Bennington, J. Jeff Farthing, Marc Palmer and Mark Bryant, Successor Co-Trustees of The DuRoc Trust, Under Agreement dated November 24, 2014 to TO BE DETERMINED.**
  - b. **Subject to the pertinent provisions of the trust dealing with real property or Memorandum of Trust being filed with the Wood County Recorder's Office.**
  - c. **NOTE: The Engineer/Auditor may require a new survey of the subject premises.**

## SCHEDULE B, PART II

### Exceptions


THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE.

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# PRELIMINARY TITLE

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Continued)</b>	

COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. The lien of all taxes for the year 2022, but which are not yet due and payable.
10. Taxes for the year 2021 are as follows: AS TO PARCEL NUMBER G24-309-350000005000: First half taxes are PAID in the amount of \$2,529.88; Second half taxes are PAID in the amount of \$2,528.88. (VALUATIONS: Land \$436,590.00; Building \$0.00; TOTAL \$436,590.00).


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# PRELIMINARY TITLE

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	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Continued)</b>	

**NOTE:** Call the treasurer/auditor for future assessments.

11. Premises are subject to a tax adjustment for farm recoupment.
12. M Funk JT Assessment for the year 2021 is as follows: First Half is PAID, in the amount of \$190.70; Second Half is PAID, in the amount of \$190.70.
13. Middle BR JT Assessment for the year 2021 is as follows: First Half is PAID, in the amount of \$95.81; Second Half is PAID, in the amount of \$95.81.
14. Right of Way Permit to Northwestern Telephone Services of record in Deed Book 434, page 683.
15. We do not affirmatively insure the quantity of acreage set forth in the description referred to in Schedule A.
16. Any portion of the subject property lying within the boundaries of any road or roadway, public or private.
17. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.

**NOTE:** No liability is assumed by Company for ascertaining the status of utility charges, and the insured is cautioned to obtain the current status of these payments.

#### FOR INFORMATIONAL PURPOSES ONLY:

**GRANTOR:** Huntington National Bank, Successor Trustee of the Glenn E. Maddy Trust dated December 1, 1989  
**GRANTEE:** Kevin G. Bennington, J. Jeff Farthing, Marc Palmer and Mark Bryant, Successor Co-Trustees of The DuRoc Trust, Under Agreement dated November 24, 2014  
**DATE FILED:** January 3, 2022  
**RECORDED:** Official Record 3955, page 732  
Recorder's Office, Wood County, Ohio


**GRANTOR:** Croghan Colonial Bank, Trustee of the Glenn E. Maddy Trust dated December 1, 1989

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form*

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# PRELIMINARY TITLE

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Continued)</b>	

**GRANTEE:** The Huntington National Bank, Successor Trustee of the Glenn E. Maddy Trust  
dated December 1, 1989

**DATE FILED:** September 21, 2018  
**RECORDED:** Official Record 3634, page 1048  
Recorder's Office, Wood County, Ohio

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions, Schedule A; Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE



VALMER  
*Land Title Agency*

File: 52166987

Address: Reigel Rd., Deshler, Ohio 43516

Source of Title



# PRELIMINARY TITLE

Wood County Recorder Tran. # 18 12436 Vol. 3634 Pg. 1048 OR Page 1 of 4

*4/12/18  
52*

TRANSFERRED *.50*  
THIS CONVEYANCE HAS BEEN EXAMINED  
AND THE GRANTOR HAS COMPLIED WITH  
SECTION 1702 OF THE REVISED CODE

DATE: *9/11/18*

FEES EXEMPT *M*  
MATTHEW GESTREICH  
WOOD COUNTY AUDITOR

RECORDED  
RECORDING FEE: \$15.00  
INDEXING FEE: \$1.00  
JULIE BAUMGARDNER  
Wood County Recorder  
09/21/2018 09:58:51 201812436  
DOCUMENT TOTAL \$2.00  
Volume: 3634 Page: 1048 - 1051 OR

### AFFIDAVIT OF SUCCESSOR TRUSTEE

Ohio Revised Code §5302.171

STATE OF OHIO )

COUNTY OF LUCAS )

Suzette M. Croll, Vice President of The Huntington National Bank, being first duly sworn, deposes and states that The Huntington National Bank is the Successor Trustee of the Glenn E. Maddy Trust dated December 1, 1989 (the "Trust"), and that the mailing address of The Huntington National Bank is 519 Madison Avenue, MAD31, Toledo, Ohio, 43604;

Affiant further states that the immediately preceding Trustee under the Trust was Croghan Colonial Bank Trust Department, Fremont, Ohio, aka Croghan Colonial Bank which resigned on August 24, 2018; and

Affiant further states that by Wood County, Official Records, Volume 3600, Page 112, Croghan Colonial Bank, Trustee of the Glenn E. Maddy Trust dated December 1, 1989, acquired title to the real estate described on Exhibit A attached hereto and made a part hereof;

Affiant further states that by Wood County, Official Records, Volume 3320, Page 872, Croghan Colonial Bank Trust Department, Fremont, Ohio, Successor Trustee of the Glenn E. Maddy Trust dated December 1, 1989, acquired title to the real estate described on Exhibit B attached hereto and made a part hereof;

Further Affiant sayeth naught.

The Huntington National Bank, Successor  
Trustee of the Glenn E. Maddy Trust dated  
December 1, 1989

  
Suzette M. Croll, Vice President *MT*

# PRELIMINARY TITLE

Wood County Recorder Tran. # 18 12436 Vol. 3634 Pg. 1048 OR Page 2 of 4

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2018 by  
Suzette M. Croll, Vice President of The Huntington National Bank, Successor Trustee of the Glenn E.  
Maddy Trust dated December 1, 1989.

This Instrument Prepared By:  
Bridgett J. Root, Esq.  
Marshall & Melhorn, LLC  
Four SeaGate, 8<sup>th</sup> Floor  
Toledo, OH 43604

Jose R. Fernandez  
Notary Public



JOSE R. FERNANDEZ  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 04-15-2020

# PRELIMINARY TITLE

Wood County Recorder Tran. # 18 12436 Vol. 3634 Pg. 1048 OR Page 3 of 4

## EXHIBIT B LEGAL DESCRIPTION

Situated in the County of Wood in the State of Ohio, and in the Township of Portage, and bounded and described as follows: Being the South 40 acres of the north 60 acres of the east part of the southwest quarter of Section 24, Town 4 North, Range 11 East, Portage Township, Wood County, Ohio, and more particularly described as Beginning at a point on the north and south half section line, 683.64 feet South of the interior quarter corner of said section; thence South on said half section line a distance of 1367.82 feet, thence west parallel to the east and west half section line a distance of 1273.5 feet, thence north a distance of 1367.82 feet, thence east parallel to the east and west half section line a distance of 1274.2 feet to the place of beginning, containing 40.00 acres.

### LESS AND EXCEPTING THEREFROM THE FOLLOWING:

Being a parcel of land situated in the Southwest one-quarter (1/4) of section twenty four (24), Town four (4) North, Range eleven (11) East, Portage Township, Wood County, State of Ohio and being more particularly described as follows: Commencing for the same at the South one quarter (1/4) Post of said Section twenty four (24), said corner also being at the intersection of the centerline of State Route #281 and Reynolds Road, thence N 00 degrees 00 minutes 00 seconds E along the centerline of said Reynolds Road, said centerline also being the East line of the Southwest one quarter (1/4) of said Section twenty four (24) a distance of one thousand one hundred forty (1140.00) feet to an iron pin set marking the point of beginning, thence S 90 degrees 00 minutes 00 seconds W a distance of three hundred sixty one and fifty hundredths (361.50) feet to an iron pin set thence N 00 degrees 00 minutes 00 seconds E parallel to the centerline of said Reynolds Road a distance of three hundred sixty one and fifty hundredths (361.50) feet to an iron pin set, thence N 90 degrees 00 minutes 00 seconds E a distance of three hundred sixty one and fifty hundredths (361.50) feet to an iron pin set on the centerline of said Reynolds Road, thence S 00 degrees 00 minutes 00 seconds W along the centerline of said Reynolds Road a distance of three hundred sixty one and fifty hundredths (361.50) feet to the point of beginning. Parcel containing in all three (3.000) acres of land more or less subject however to easements and all legal highways.

Leaving after said exception, 37.000 acres, more or less.

All in accordance with a certain survey by Larry D. Askins, registered surveyor #6254, dated April 1, 1993.

Parcel No. 364-411-24000020000

*John M. Hartman*  
WOOD COUNTY ENGINEER  
DESCRIPTION REVIEWED BY:  
KR 9-27-18  
TM, Survey 7+157

*John M. Hartman*  
WOOD COUNTY ENGINEER  
DESCRIPTION REVIEWED BY:  
KR 8-24-18  
TM, Survey 7+157

# PRELIMINARY TITLE

Wood County Recorder Tran. # 18 12436 Vol. 3634 Pg. 104B OR Page 4 of 4

## EXHIBIT A LEGAL DESCRIPTION

Situated in the County of Wood, in the State of Ohio and in the Township of Jackson:

The north 200 acres of the west 1/2 of Section 35, Town 3 North, Range 9 East, Jackson Township, Wood County, Ohio.

Subject to all legal highways.

Excepting therefrom the following described parcel thereof:

Beginning at an iron rod found marking the northeast corner of the northwest 1/4 of Section 35; thence west along the north line of the northwest 1/4 of Section 35, also being the centerline of the east line of Township Road 27 (Reigle Road), a distance of 153.00 feet to a railroad spike set; thence parallel with the east line of the northwest 1/4 of Section 35, South 00 degrees, 06 minutes 50 seconds west, a distance of 322.00 feet to an iron stake set, and passing an iron stake set at 20.00 feet; thence east and parallel with the north line of the northwest 1/4 of Section 35, a distance of 153.00 feet to an iron stake set on the east line of the northwest 1/4 of Section 35; thence along said east line, north 00 degrees, 06 minutes 50 seconds east, a distance of 322 feet to the point of beginning, and passing an iron stake set 20.00 feet south thereof.

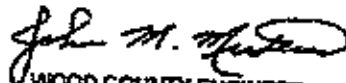
Containing 198.87 acres of land, more or less.

Tax Parcel No. G24-109-150000085000



WOOD COUNTY ENGINEER  
DESCRIPTION REVIEWED BY:

KR 8-24-18  
TM



WOOD COUNTY ENGINEER  
DESCRIPTION REVIEWED BY:

KR 9-27-18  
TM



# PRELIMINARY TITLE

Wood County Recorder Tran. # 18 04735 Vol. 3600 Pg. 0112 OR Page 1 of 3

36-  
3P  
OA

TRANSFERRED .50  
THIS CONVEYANCE HAS BEEN EXAMINED  
AND THE GRANTOR HAS COMPLIED WITH  
SECTION 19.02 OF THE REVISED CODE

DATE: 4/11/18

FEES EXEMPT M  
MATTHEW OESTRICH  
WOOD COUNTY AUDITOR

WOOD COUNTY RECORDER  
2018 APR 11 02:52:16 201804735  
JULIE BAUMBARDER  
WOOD COUNTY RECORDER  
04/11/2018 02:52:16 201804735  
DOCUMENT TOTAL 35.00  
Volume: 3600 Page: 112 - 114 OR

## FIDUCIARY DEED (O.R.C. §5302.09)

Croghan Colonial Bank, Successor Trustee of the Evelyn F. Maddy Trust dated December 1, 1989, by power conferred upon the said Trustee under the said Evelyn F. Maddy Trust, and every other power, for valuable consideration paid, grants, with fiduciary covenants, to Croghan Colonial Bank, Trustee of the Glenn E. Maddy Trust dated December 1, 1989, whose tax mailing address is 323 Croghan Street, Fremont, Ohio, 43420, the real property legally described on Exhibit A attached hereto and made a part hereof.

Subject to: Zoning and building laws and regulations, liens, encumbrances, easements and restrictions of record, real estate taxes and assessments.

Prior Instrument Reference: Volume 3517 of Official Records, page 721 filed with the Wood County, Ohio Recorder.

Executed and delivered as of the 26 day of March, 2018.

Croghan Colonial Bank, Successor Trustee of  
the Evelyn F. Maddy Trust dated December 1, 1989

By: Barry F. Luse  
Barry F. Luse, Senior Vice President and Trust Officer



# PRELIMINARY TITLE

Wood County Recorder Tran. # 18 04735 Vol. 3600 Pg. 0112 OR Page 3 of 3

## EXHIBIT A LEGAL DESCRIPTION

Situated in the County of Wood, in the State of Ohio and in the Township of Jackson:

The north 200 acres of the west 1/2 of Section 35, Towa 3 North, Range 9 East, Jackson Township, Wood County, Ohio.

Subject to all legal highways.

Excepting therefrom the following described parcel thereof:

Beginning at an iron rod found marking the northeast corner of the northwest 1/4 of Section 35; thence west along the north line of the northwest 1/4 of Section 35, also being the centerline of the east line of Township Road 27 (Reigle Road), a distance of 153.00 feet to a railroad spike set; thence parallel with the east line of the northwest 1/4 of Section 35, South 00 degrees, 06 minutes 50 seconds west, a distance of 322.00 feet to an iron stake set, and passing an iron stake set at 20.00 feet; thence east and parallel with the north line of the northwest 1/4 of Section 35, a distance of 153.00 feet to an iron stake set on the east line of the northwest 1/4 of Section 35; thence along said east line, north 00 degrees, 06 minutes 50 seconds east, a distance of 322 feet to the point of beginning, and passing an iron stake set 20.00 feet south thereof.

Containing 198.87 acres of land, more or less.

Tax Parcel No. G24-309-350000005000 N 200A W 1/2 L 35 N 2 E 30 R

*John M. Masterson*  
WOOD COUNTY ENGINEER

DESCRIPTION REVIEWED BY:

KR 4-11-18

Tm, PD

# PRELIMINARY TITLE

Wood County Recorder Tran. # 09 18557 Vol. 2946 Pg. 0199 OR Page 1 of 2

28-  
2P  
45

08 2946 PG 0199



2009 18557	01
JULIE BRIDGARDNER	
WOOD COUNTY RECORDER	
12/14/2009	03:33
Real Estate	14.00
HOUSING TRUST FUND	14.00
DOCUMENT TOTAL	28.00
Volume 2946 Page 199 -	200 OR

### GENERAL WARRANTY DEED

EVELYN F. MADDY, married, of Sandusky County, Ohio, for valuable consideration paid, grant(s), with general warranty covenants, to GLENN E. MADDY, Trustee of the EVELYN F. MADDY TRUST dated December 1, 1899 including any amendments thereto, whose tax mailing address is 1030 County Road 74, Helena, Ohio 43435, the following REAL PROPERTY Situated in the County of Wood, in the State of Ohio and in the Township of Jackson:

See Attached Exhibit A

Parcel Nos. G24-389-350000005000 N200A W1/2 L1SS NECV

Subject to easements, conditions, legal highways, restrictions of record and the lien of unpaid real estate taxes.

Prior Instrument Reference: Vol. 718, Page 414, deed of records, Wood County, Ohio.

Glenn E. Maddy, husband of Grantor releases all rights of dower therein.

Witness their hand(s) this 17<sup>th</sup> day of November, 2009.

Glenn E. Maddy  
GLENN E. MADDY, Power of Attorney  
for EVELYN F. MADDY

Glenn E. Maddy  
GLENN E. MADDY

STATE OF OHIO  
COUNTY OF Sandusky, ss

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2009 by GLENN E. MADDY and GLENN E. MADDY, Power of Attorney for EVELYN F. MADDY



PAUL L. WRIGHT  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Expires 12/31/11

Paul L. Wright  
Notary Public

This instrument was prepared by Paul L. Wright, Attorney at Law, Wright Law Co. LPA, 4268 Tufler Road, Suite 101, Dublin, Ohio 43017. After recording, return to same



# PRELIMINARY TITLE

Wood County Recorder Tran. # 09 18557 Vol. 2946 Pg. 0199 OR Page 2 of 2

OR 2946 PG 0200

## EXHIBIT A

Situated in the County of Wood, in the State of Ohio and in the Township of Jackson:

The north 200 acres of the west 1/4 of Section 35, Town 3 north, Range 9 east, Jackson Township, Wood County, Ohio.

Subject to all legal highways.

Excepting therefrom the following described parcel thereof:

Beginning at an iron rod found marking the northeast corner of the northwest 1/4 of Section 35; thence west along the north line of the northwest 1/4 of Section 35, also being the centerline of Township Road 27 (Reigle Road), a distance 153.00 feet to a railroad spike set; thence parallel with the east line of the northwest 1/4 of Section 35, South 00° 06' 50" west, a distance of 322.00 feet to an iron stake set, and passing an iron stake set at 20.00 feet; thence east and parallel with the north line of the northwest 1/4 of Section 35, a distance of 153.00 feet to an iron stake set on the east line of the northwest 1/4 of Section 35; thence along said east line, north 00° 06' 50" east, a distance of 322.00 feet to the point of beginning, and passing an iron stake set 20.00 feet south thereof.

Containing 198.87 acres of land, more or less

309-3500-00-005.000 ✓

TRANSFERRED .50  
THIS CONVEYANCE HAS BEEN EXAMINED  
AND THE GRANTOR HAS COMPLIED WITH  
SECTION 319.02 OF THE REVISED CODE

DATE: 12/14/2009

FEE EXEMPT T  
MICHAEL SIBBSEN  
WOOD COUNTY AUDITOR

*Raymond A. Decker*  
WOOD COUNTY ENGINEER  
DESCRIPTION  
REVIEWED BY: KR 12-7-09

# PRELIMINARY TITLE



VALMER  
*Land Title Agency*

File: 52166987

Address: Reigel Rd., Deshler, Ohio 43516

Schedule B Section II  
Exception(s)

# PRELIMINARY TITLE

Form 7-59-1

434 083

## RIGHT OF WAY PERMIT

For and in consideration of One (1) Dollar, and other valuable considerations, to me/us paid by Northwestern Telephone Service Company, receipt of which is hereby acknowledged, I/we for myself/ourselves, heirs, assigns and successors in title, do hereby grant unto said Company, its successors and assigns, the right of way, right and privilege to erect, construct and perpetually operate, maintain, alter, repair and use certain poles, wires, lines, cables, conduits, underground cables and conduits and other improvements hereon, over, across or under the

Property which I/we own or in which I/we have an interest, situated in the Township of Wickham

County of Wood State of Ohio, and described as follows:

For the placement and maintenance of buried cable, Telephone Co. to be liable for the crop/property damage in the event this cable is severed, it will be the responsibility of the Telephone Co. to restore this cable at no cost to the property owner. Cable to be buried within ten feet of existing property line.

9-3-55 HEARD W/P 200-2111-4, Xmas. Cell

This instrument is prepared by Northwestern Telephone Service Co.

The Easement and Right-of-Way herein granted includes the right to enter upon said premises and erect, operate and permanently maintain thereon the usual structures and equipment required for the operation of telephone lines, aerial or underground, together with the right to lift and lay overhead any and all wires which they desire within the easement the rate and efficient operation of said lines, provided that any lines hereon will be at a reasonable height and in a uniform manner.

TO HAVE AND TO HOLD the said Easement and Right-of-Way to the said Company, its successors and assigns forever.

WITNESSETH that we have signed this instrument on this 27th day of May 1955.

*Frank D. Dornhach*  
Marilyn Kay

*Marilyn Kay*

STATE OF OHIO }  
Wood COUNTY }

Be it known that before me, a Notary Public in and for said County and State, personally appeared Frank Dornhach

who being by me duly sworn, acknowledged the validity of the foregoing instrument to be his/their free act and deed for the giving and granting of the above herein stated, including taxes.

WITNESSETH that I have signed this instrument on this 27th day of May 1955.



MARILYN KAY HIRSH  
Notary Public, Wood County, Ohio  
My Commission Expires June 30, 1962

2237

RECORDERS OFFICE, WOOD CO., OHIO  
Filed June 1, 1955 1955, 011112, M.  
Recorded June 3, 1955 1955, in  
Vol. 4, 348 Page 13 Record of  
Paul H. Davis Recorder  
Wood Co., Ohio



**PHOTOS**



# PHOTOS





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# PHOTOS



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