

Cover page for:

Preliminary Title Evidence (Tracts 1, 2 & 3)

Consisting of:

ALTA Commitment for Title Insurance and Judicial Commitment Endorsement issued by First American Title Insurance Company, through Talon Title Agency, LLC, dated March 18, 2026 and identified by reference to File No. 18598380-TCM, together with copies of the following documents which are listed as exceptions #16 and #17:

- Right-of-Way granted to The Buckeye Pipe Line Company in 1913 (affecting Auction Tracts 2 and 3); and
- Deed of Easement granted to Central Ohio Light & Power Company in 1945 (affecting Auction Tracts 2 and 3).

Note: The parcel numbers used by the title company do not correspond to the auction tract numbers. In the table below, the tract numbers used for purposes of the Auction are correlated to the parcel numbers used by the title company, as follows:

Auction Tract Numbers:	Title Company's Parcel Numbers:
1	2
2	3
3	1

For May 12, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Rex D. Schrader II in his capacity as the Master Commissioner appointed by the Allen County Court of Common Pleas in the case of JPMorgan Chase Bank, N.A. vs. Agler Livestock Trucking, LLC, et. al., Case No. CV 2021 0134



First American Title™

American Land Title Association

**Commitment for Title Insurance
2021 v.01.00 (07-01-2021)**

**ALTA 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 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, First American Title Insurance Company (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 Amount of Insurance 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

Sally F. Tyler
President

Lisa W. Cornehl
Secretary

TALON TITLE AGENCY, LLC

BY: JEFFREY A. AUKER
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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and 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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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

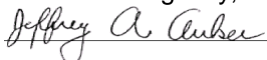
Issuing Agent: Talon Title Agency, LLC
Issuing Office: 570 Polaris Parkway, Ste 140
Westerville, OH 43082
Ph:(614) 818-0500 Fax:(614) 818-4599
Issuing Office's ALTA® Registry ID: 1063195
Issuing Office File Number: 18598380-TCM
Property Address: 11737 Zion Church Road, Spencerville, OH 45833, Zion Church Road, Spencerville, OH 45887,
1895 North Defiance Trail, Spencerville, OH 45887
Revision Number:

SCHEDULE A

1. Commitment Date: March 18, 2026, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS
Proposed Insured: **SUCCESSFUL BIDDER AT JUDICIAL SALE**
 - (b) ALTA® LOAN POLICY
Proposed Insured:
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Tom A. Agler Sr., who acquired title by deed of record in Volume 2006, Page 3585 and in Volume 2022, Page 5134, Recorder's Office, Allen County, Ohio (As to Parcel 1)
Tom A. Agler, Sr., who acquired title by deeds of record in Volume 2011, Page 6402 and in Volume 2008, Page 13339,, Recorder's Office, Allen County, Ohio (As to Parcel 2)
Tom A. Agler, Sr., who acquired title by deeds of record in Volume 2011, Page 6402 and in Volume 2008, Page 13339, Recorder's Office, Allen County, Ohio (As to Parcel 3)
5. The Land is described as follows: Situated in the Township of Amanda, County of Allen, State of Ohio

See attached Exhibit A

Talon Title Agency, LLC



By: Jeffrey A. Auker
AUTHORIZED SIGNATORY

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Deed from Master Commissioner or Sheriff of Allen County, Ohio to SUCCESSFUL BIDDER AT JUDICIAL SALE.
 - B. Satisfactory Release or Subordination of all liens shown in Schedule B, Part II.
5. Proper proceedings in a court of competent jurisdiction resulting in the sale and conveyance of caption premises.
6. The insured legal description must be approved by the Allen County Engineer's Office and attached to the instrument of conveyance prior to recording. NOTE: Failure to attach the County -Approved Legal description to the instrument of conveyance may create a substantial delay in recording.

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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, 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. 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.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof 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 lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records
5. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or 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; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
6. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
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 Date of Policy. **(Note: This Exception will only appear on the Loan Policy)**
8. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.
9. 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.
10. 2025 Tax Duplicate for Parcel Number 35-1900-04-001.005 (Parcel 1)

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The first half tax in the amount of \$668.67, including current assessments, if any, is unpaid and delinquent.

The second half tax in the amount of \$649.83, including current assessments, if any, is due in the second half 2026 tax collection period

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$5,492.01 Includes prior delinquency. Contact Treasurer for total due.**

Assessed Values:

Land: \$38,780.00 Building/Improvement: \$8,050.00 Total: \$37,330.00 (CAUV)

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Jennings Creek Suever-Ongoing, of which \$12.50 has been included with the taxes for the First half of the year for 2025.

THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Flat Fork Creek Ditch-Ongoing, of which \$50.75/\$50.74 has been included with the taxes for the First/Last half of the year for 2025.

11. 2025 Tax Duplicate for Parcel Number 35-2000-03-002.000 (Parcel 2)

The first half tax in the amount of \$594.88, including current assessments, if any, is unpaid and delinquent.

The second half tax in the amount of \$592.68, including current assessments, if any, is due in the second half 2026 tax collection period.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$3,669.28. Includes prior delinquency. Contact Treasurer for total due.**

Assessed Values:

Land: \$36,930.00 Building/Improvement: \$0.00 Total: \$36,930.00 (CAUV)

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

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THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Auglaize River, of which \$2.00 has been included with the taxes for the First half of the year for 2025.

12. 2025 Tax Duplicate for Parcel Number 35-1900-04-001.000 (Parcel 3)

The first half tax in the amount of \$3,109.62, including current assessments, if any, is unpaid and delinquent.

The second half tax in the amount of \$3,068.93, including current assessments, if any, is due in the second half 2026 tax collection period

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$22,908.21. Includes prior delinquency. Contact Treasurer for total due.**

Assessed Values:

Land: \$196,140.00 Building/Improvement: \$87,780.00 Total: \$175,810.00 (CAUV)

Taxes and Assessments for subsequent years are undetermined, and constitute a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject property. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

NOTE: A search for uncertified special tax assessments has not been performed.

THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Jennings Creek Suever-Ongoing, of which \$12.50 has been included with the taxes for the First half of the year for 2025.

THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Flat Fork Creek Ditch-Ongoing, of which \$247.43 has been included with the taxes for the First/Last half of the year for 2025.

HE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY: The property as described in Schedule A is subject to an assessment for Auglaize River, of which \$2.00 has been included with the taxes for the First half of the year for 2025.

13. Future Tax Savings Recoupment, if any, pursuant to Section 5713.34 O.R.C. (Land Conversion from Agricultural Use)
14. Any inaccuracy in the area, square footage, or acreage of land described herein or on attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
15. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
16. Easement of record in Lease Volume 38, Page 159.

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17. Easement of record in Lease Volume 46, Page 561.
18. Mortgage in the original amount of _____, and the terms, conditions, and provisions contained therein, executed by Tom A. Agler aka Tom A. Agler, Sr. and Sharon G. Agler, husband and wife to JPMorgan Chase Bank, NA, Lima Business Banking LPO, 121 W. High Street, 2nd Floor, Lima, Ohio 45801, recorded June 30, 2015 in Volume 2015, Page 6423. (As to Parcels 1 and 2 and additional premises)
19. Mortgage in the original amount of _____, and the terms, conditions, and provisions contained therein, executed by Tom A. Agler aka Tom A. Agler, Sr. a married man to JPMorgan Chase Bank, NA, Lima Business Banking LPO, 121 W. High Street, 2nd Floor, Lima, Ohio 45801, recorded June 30, 2015 in Volume 2015, Page 6424. (As to Parcel 3)
20. Mortgage in the original amount of _____, and the terms, conditions, and provisions contained therein, executed by Tom A. Agler aka Tom A. Agler, Sr., a married man, to JPMorgan Chase Bank, NA, Lima Business Banking LPO, 121 W. High Street, 2nd Floor, Lima, Ohio 45801, recorded August 18, 2015 in Volume 2015, Page 8342. (As to Parcel 1 by description and Parcel 3 by parcel number and address)
21. Mortgage in the original amount of _____, and the terms, conditions, and provisions contained therein, executed by Tom A. Agler, Sr and Sharon Agler aka Sharon G. Agler, husband and wife to Guaranty State Bank and Trust Company, P.O. Box 607, 201 S. Mill, Beloit, KS 67420, recorded December 19, 2016 in Volume 2016, Page 13632. (As to Parcels 1, 2, and 3 and additional premises)
22. Foreign Certificate of Judgment Against: Tom A. Agler, et al Creditor: SPG Advance, LLC Docketed: October 21, 2019 in the amount of: \$ _____, plus interest and costs Judgment No.: FJ 2019 0008 Attorney: Leann E. Covey.
23. Pending Case CV 2020 0080 filed by Co-Alliance LLP, 5250 E US Highway 36, Avon, IN 46123 against Thomas Agler, Sr., et al. on February 18, 2020, Court of Common Pleas, Allen County, Ohio. NOTE: Case closed.
24. Certificate of Judgment Against: Tom Agler, Sr. Creditor: United Equity Inc., 104 Main Street, Delphos, Ohio 45833 Docketed: February 10, 2022 in the amount of: _____, plus interest and costs Judgment No.: JD 2022 0064 Attorney: None noted.
25. Pending Case CV 2022 0219 filed by Northland Capital Financial Services LLC, 333 33rd Avenue South, Suite 100, St. Cloud MN 56301 vs Agler Livestock Trucking LLC and Tom A. Agler, Sr., on June 13, 2022. Attorney: Mark Sheriff. Consent Judgment filed on February 8, 2024. **Certificate of Judgment filed December 16, 2024, as noted below. JD 2024 0666.**
26. Foreign Judgment filed against Tom Agler, et al. by 501 Advance, LLC, on March 3, 2022 in Case FJ 2022 0003. Attorney: Yehudah A. Witkes.

Certificate of Judgment Against: Tom Agler, et al Creditor: 501 Advance, LLC, c/o Witkes Law Firm, LLC, PO Box 21760, South Euclid, Ohio 44121 Docketed: April 15, 2022 in the amount of: _____, plus interest and costs Judgment No.: JD 2022 0144 Attorney: Yehudah A. Witkes.
27. Entry for Judgment filed against Tom A. Agler, Sr., et al, by Fox Capital Group, Inc. on June 7, 2023 in Case No. FJ 2023 0003. Attorney: Jeffrey S. Berenholz. Notice of Garnishment filed September 9, 2024.

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28. Case CV 2021 0134 filed by JPMorgan Chase Bank, NA vs. Agler Livestock Trucking, LLC, et al. on May 6, 2021. Attorney: Thomas Merry. NOTE: Service complete on all parties.
29. Certificate of Judgment Against: Agler Livestock Trucking LLC, et al. Creditor: JPMorgan Chase Bank NA Docketed: May 19, 2021 in the amount of: plus interest and costs Judgment No.: JD 2021 0308 Attorney: Thomas Merry
30. INTENTIONALLY OMITTED BY RELEASE.
31. Certificate of Judgment Against: Sharon Agler Creditor: Nationwide Mutual Insurance Company Docketed: January 24, 2022 in the amount of Judgment No. JD 2022 0038. Attorney: Steve Elizar.
32. Certificate of Judgment Against: Tom A. Agler, Sr., et al Creditor: Northland Capital Financial Services LLC Docketed: December 16, 2024 in the amount of: , plus interest and costs Judgment No.: JG 2024 0666 Attorney: None noted.


THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY, THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE, LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED, PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED'S ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

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 First American Title	Judicial Commitment Endorsement
	ISSUED BY First American Title Insurance Company
	POLICY NUMBER 5020739-0001572e

Attached to Policy No.:: **5020739-0001572e**

File No.:: **18598380-TCM**

The Policy Amount to be issued referred to in item 2 of Schedule A shall be _____ or the amount of the successful bid at judicial sale, whichever is greater.

As required under Ohio Revised Code §2329.191(C), the street address of the real estate is:

**11530 - 11737 Zion Church Road, Spencerville, OH 45833, Zion Church Road, Spencerville, OH 45887, vacant land fronting Zion Church Road with Defiance Trail to the West and Dogleg Road to the East
1895 North Defiance Trail, Spencerville, OH 45887**

Notwithstanding any provision to the contrary, all liability and obligation under the Commitment shall cease and terminate thirty (30) days after the recordation of the deed by the officer who makes the sale to the successful bidder at judicial sale, pursuant to Ohio Revised Code §2329.191(C).

This endorsement is issued as part of the Commitment. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Commitment, (ii) modify any prior endorsements, (iii) extend the Date of Commitment, or (iv) increase the Amount of Insurance. To the extent a provision of the Commitment or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Commitment and of any prior endorsements.

First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary

COUNTERSIGNED:
TALON TITLE AGENCY, LLC



By: Jeffrey A. Auker
AUTHORIZED SIGNATORY

LEGAL DESCRIPTION

The following described parcel of land is situated in the Southeast Quarter of Section 19, Township 3 South, Range 5 East, Amanda Township, Allen County, Ohio and is more particularly described as follows:

Beginning at a monument box marking the Northwest Corner of the Southeast Quarter of Section 19, also being the centerline of Zion Church Road;

thence with the centerline of Zion Church Road, N 90° 00' 00" E, a distance of 351.29 feet to a mag nail (set);

thence S 00° 34' 27" W a distance of 1,311.98 feet to a 5/8 inch iron pin (set) in the South line of the North half of the Southeast Quarter of Section 19, passing at 20.00 feet a 5/8 inch iron pin (set);

thence with said South line, S 89 ° 59' 10" W, a distance of 351.29 feet to a 5/8 inch iron pin (set) in the West line of the Southeast Quarter;

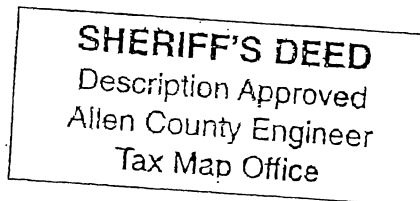
thence with said West line, N 00° 34' 27" E, a distance of 1,312.07 feet to the POINT OF BEGINNING, passing at 1,292.07 feet a 5/8 inch iron pin (set). This parcel contains 10.580 acres, more or less, subject to all legal highways and easements of record. This description is based on an actual field survey performed in May, 2006 and was prepared by Leland D. Yoakam L.S. No. 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of Zion Church Road as being N 90° 00' 00" E.

Prior Deeds: Deed Volume 523 Page 373, Deed Volume 955 Page 593

Property Address: 11737 Zion Church Road
Spencerville, OH 45887

Parcel No. 35-1900-04-001.005

Prior Deed Reference: Official Record 2006, Page 3585



LEGAL DESCRIPTION

The following described real estate situated in the County of Allen, State of Ohio, and Township of Amanda, to-wit:

The west part of the north-west quarter of the south-west quarter of section number twenty (20), in township three (3) south, of range five (5) east in the county and state aforesaid, more particularly described as follows:

Beginning at the northwest corner of the south-west quarter of said section number twenty (20), in the township range, county and state aforesaid; running thence east on the north line of said quarter section sixty-eight (68) rods and eleven (11) feet; thence south eighty (80) rods to the south line of the north-west quarter of said south-west quarter of said section number twenty (20), thence west on said south line sixty-eight (68) rods and eleven (11) feet to the west line of said section; thence north on said west line eighty (80) rods, to the place of beginning, containing thirty-five (35) acres of land more or less.

Property Address: Zion Church Road
 Spencerville, OH 45887

Parcel No.: 35-2000-03-002.000

Prior Deed Reference: Official Record 2011, Page 6402
 Official Record 2008, Page 13339

SHERIFF'S DEED Description Approved Allen County Engineer Tax Map Office
--

LEGAL DESCRIPTION

The following described real estate, situated in the township of Amanda, in the County of Allen and State of Ohio, to wit:

The north half of the south-east quarter of section number nineteen (19), in township three (3) south, of range five (5) east, in the county and state aforesaid, containing eighty (80) acres of land, more or less.

SAVE & EXCEPT:

The following described parcel of land is situated in the Southeast Quarter of Section 19, Township 3 South, Range 5 East, Amanda Township, Allen County, Ohio and is more particularly described as follows:

Beginning at a monument box marking the Northwest Corner of the Southeast Quarter of Section 19, also being the centerline of Zion Church Road;

thence with the centerline of Zion Church Road, N 90° 00' 00" E, a distance of 351.29 feet to a mag nail (set);

thence S 00° 34' 27" W a distance of 1,311.98 feet to a 5/8 inch iron pin (set) in the South line of the North half of the Southeast Quarter of Section 19, passing at 20.00 feet a 5/8 inch iron pin (set);

thence with said South line, S 89 ° 59' 10" W, a distance of 351.29 feet to a 5/8 inch iron pin (set) in the West line of the Southeast Quarter;

thence with said West line, N 00° 34' 27" E, a distance of 1,312.07 feet to the POINT OF BEGINNING, passing at 1,292.07 feet a 5/8 inch iron pin (set). This parcel contains 10.580 acres, more or less, subject to all legal highways and easements of record. This description is based on an actual field survey performed in May, 2006 and was prepared by Leland D. Yoakam L.S. No. 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of Zion Church Road as being N 90° 00' 00" E.

Prior Deeds: Deed Volume 523 Page 373, Deed Volume 955 Page 593

Property Address: 1895 Defiance Trail
Spencerville, OH 45887

Parcel No. 35-1900-04-001.000

Prior Deed Reference: Official Record 2011, Page 6402
Official Record 2008, Page 13339

SHERIFF'S DEED
Description Approved
Allen County Engineer
Tax Map Office

**NEW SURVEY
REQUIRED
NEXT TRANSFER**

TITLE EXCEPTION
NO. 16

Witness my hand and official seal.

Frank A. Eaton.
Notary Public.

(Seal)
Received for Record December 31, 1913 @ 8 A. M.
Recorded December 31st, 1913.

F. A. Stepleton

Recorder.

* RIGHT-OF-WAY.

Wm. & R. C. Patterson.
To
The Buckeye Pipe Line
Company.

FOR AND IN CONSIDERATION of Eight & No/100
Dollars to me in hand paid, the receipt
of which is hereby acknowledged we Wm.
Patterson and R. C. Patterson do hereby
Grant and lease to The Buckeye Pipe Line

Company, its successors and assigns, the right of way to lay, maintain operate
and remove pipe lines, and erect, maintain operate and remove a telegraph or
telephone line, if the same shall be found necessary, over and through my lands
in the Township of Amenda, County of Allen, State of Ohio, bounded and described
as follows:

On the North by lands of: Being Lands in N. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ Sec. 30
On the East by lands of: Town ~~3~~ South Range 5 East.
On the South by lands of:
On the west by lands of:

with ingress and egress to and from the same. The said Grantor to fully use
and enjoy the said premises, except for the purpose hereinbefore granted to the
said The Buckeye Pipe Line Company, which hereby agrees to pay any damages which
may arise to crops or fences from the laying, erecting, maintaining, operating
or removing of said pipe and telegraph lines; said damages, if not mutually
agreed upon to be ascertained and determined by three disinterested persons,
one thereof to be appointed by the said grantor his heirs or assigns; one by
the said The Buckeye Pipe Line Company, its successors or assigns, and the
third by the two so appointed as aforesaid, and the award of such three persons, or
any two of them shall be final and conclusive. Should more than one pipe
line be laid under this grant, a like consideration shall be paid for each
line so laid in addition to the damages above provided for. The said The
Buckeye Pipe Line Company shall have the right to change the size of its pipe
lines, the damages, if any, to crops and fences in making such change to be
paid by the said The Buckeye Pipe Line Company.

In Witness Whereof I have hereunto set my hand and seal this 7th day
of November 1913.

Wm. Patterson.
R. C. Patterson.

Signed, Sealed and Delivered in Presence of

Jno. I. Thomson.
Frank A. Eaton.

State of Ohio,
County of Allen SS:

On this 7th day of Nov. A. D. 1913 before me, a Notary Public,
personally appeared Wm. Patterson & R. C. Patterson the grantors above
named, and acknowledged the above instrument as their free act and deed, for the
uses and purposes therein mentioned, and declared that they are still satisfied
therewith.

Witness my hand and official seal.

Frank A. Eaton.
Notary Public.

(Seal)
Received for Record Dec. 31, 1913 @ 8 A. M.
Recorded December 31, 1913.

F. A. Stepleton

Recorder.

* RIGHT-OF-WAY.

F. A. Neely,
To
The Buckeye Pipe Line
Company.

FOR AND IN CONSIDERATION of Eight & No/100
dollars to me in hand paid, the receipt
of which is hereby acknowledged, I, F. A.
Neely do hereby grant and lease to

the Buckeye Pipe Line Company, its successors and assigns, the right of way to
lay, maintain operate and remove pipe lines, and erect, maintain operate and
remove a telegraph or telephone line, if the same shall be found necessary
over and through my lands in the Township of Amenda, County of Allen State
of Ohio, bounded and described as follows:

On the North by lands of: Being the North $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Sec. 19 Town
On the East by lands of: ~~1~~ South Range 5 East.
On the South by lands of:
On the West by lands of:

with ingress and egress to and from the same. The said Grantor to fully use
and enjoy the said premises, except for the purpose hereinbefore granted to the
said The Buckeye Pipe Line Company, which hereby agrees to pay any damages which
may arise to crops or fences from the laying, erecting, maintaining, operating
or removing of said pipe and telegraph lines; said damages, if not mutually
agreed upon, to be ascertained and determined by three disinterested persons,
one thereof to be appointed by the said grantor, his heirs or assigns; one by the
said The Buckeye Pipe Line Company, its successors or assigns, and the third by the
two so appointed as aforesaid, and the award of such three persons, or any two
of them, shall be final and conclusive. Should more than one pipe line
be laid under this grant, a like consideration shall be paid for each line
so laid in addition to the damages above provided for. The said The Buckeye

Pipe Line Company shall have the right to change the size of its pipe lines, the damages, if any, to crops and fences in making such change to be paid by the said The Buckeye Pipe Line Company.

In Witness Whereof I have hereunto set my hand and seal this 7 day of November 1913.

F. A. Neely.

Signed, Sealed and Delivered in presence of:

Wm. I. Thomson.
Frank A. Eaton.

State of Ohio,
County of Allen, SS:

On this 7th day of November A. D. 1913, before me, a Notary Public personally appeared F. A. Neely the Grantor above named, and acknowledged the above instrument as his free act and deed, for the uses and purposes therein mentioned, and declared that he is still satisfied therewith..
Witness my hand and official seal.

Frank A. Eaton.
Notary Public.

Seal)
Received for Record December 31st, 1913. @ 8 A. M.
Recorded December 31st, 1913.

F. A. Steplitor
Recorder.

* ASSIGNMENT.

E. W. McGill and others
To
E. A. Bream.

KNOW ALL MEN BY THESE PRESENTS, That we, E. W. McGill, George B. DeArment, A. W. DeArment, J. H. DeArment, M. P. Breckenridge, and W. H. Minium, doing business as the Champion Oil Company, of Meadville, Crawford County, State of Pennsylvania, the grantors, for and in consideration of the sum of One Dollar, lawful money of the United States of America, unto us in hand well and truly paid by E. A. Bream, of Pittsburgh, Pennsylvania; the grantee, the receipt of which said sum, at and before the ensailing and delivery of these presents is hereby acknowledged, have granted, bargained, sold, released, conveyed and confirmed, assigned, transferred and set over, and by these presents do grant, bargain, sell, release convey and confirm assign, transfer and set over unto the said E. A. Bream, his heirs, executors administrators and assigns, all those certain estates for oil and gas purposes following, that is to say:

1. All that certain estate created, granted and conveyed, under and by virtue of that certain agreement, bearing date the 30th day of October, A. D. 1912, made by Joseph Haunhorst, of the first part, and G. B. DeArment, of the second part, and recorded in the Recorder's Office of Allen County, Ohio, in Book 38, at Page 24; in upon and out of all that certain tract of land, situate in Spencer Township, Allen County, State of Ohio, described substantially as follows:
The West half of East half of South East quarter of Section 13, Town 3, South Range 4 East, containing Forty (40) acres, more or less.
2. All that certain estate created, granted and conveyed, under and by virtue of that certain agreement, bearing date the 10th day of August, A. D. 1912, made by Bernardina Kramer, of the first part, and H. C. McDougal & Company, of the second part, and recorded in the Recorder's Office of Allen County, Ohio, in Book 37, at Page 448; in, upon and out of all that certain tract of land, situate in Spencer Township, Allen County, State of Ohio, described substantially as follows:
The East half of the East half of the Southeast quarter Section 13, Forty (40) acres. The East side of the Northeast quarter of the Northeast quarter Section 24, Twenty Five (25) acres. Also the West part of the Northeast quarter of the Northeast quarter Section 24, Town 3, South Range 4 East, containing in all Eighty (80) acres, more or less.
3. All that certain estate created, granted and conveyed, under and by virtue of that certain agreement, bearing date the 4th day of January, A. D. 1913, made by The State of Ohio, of the first part, and H. C. McDougal, of the second part, and recorded in the Recorder's Office of Allen County, Ohio, in Book _____ at Page _____; in, upon and out of all that certain tract of land, situate in Spencer Township, Allen County, State of Ohio, described substantially as follows:
Being and covering State lots at Looks Nos. 18 and 19 on Miami and Erie Canal, numbering north from Loramie Summit, and being parts of Sections 24, and 13, Town. 3 South, Range 4 East.
4. All that certain estate created, granted, and conveyed, under and by virtue of that certain agreement, bearing date the 8th day of March A. D. 1913, made by Charles Gremling, of the first part, and G. B. DeArment, of the second part, and recorded in the Recorder's Office of Allen County, Ohio, in Book 38, at Page 23, in, upon and out of all that certain tract of land, situate in Marion Township, Allen County, State of Ohio, described substantially as follows:
The Northwest quarter (1/4) of the Southwest quarter (1/4) of Section 18, Town 3 South, Range 5 East. Also such land as first party may own that is contained in the Southwest quarter of the Southwest quarter Section 18, Town 3 South, Range 5 East, containing Fifty Nine (59) acres, more or less.
5. All that certain estate created, granted and conveyed, under and by virtue of that certain agreement, bearing date the 20th day of September A. D. 1910, made by Joseph C. Kohler, of the first part, and W. A. Beggs, of the second part, and recorded in the Recorder's Office of Auglaize County, Ohio, in Record of Leases Vol. 12, at Page 383; in, upon and out of all that certain tract of land, situate in Washington Township, Auglaize County, State of Ohio, described substantially as follows:
The Northwest quarter of the Northwest quarter, and South half of Northwest

quarter Section 1, Town 6 South, Range 5 East, containing One Hundred Sixteen and 45/100 (116.45) acres. Also South half East part North half Northeast quarter Section 2, Town 6 South, Range 5 East, containing Thirty and 50/100 (30½) acres, making in all One Hundred Forty Six and 95/100 (146-95/100) acres, more or less, being all of his land in Washington Township, Auglaize County, Ohio.

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6. All that certain estate created, granted and conveyed, under and by virtue of that certain agreement, bearing date the 31st day of July A. D. 1899, made by Xaver Kohler, of the first part, and Charles W. Nichols, J. A. Wentz, and Leon Levy, of the second part, and recorded in the Recorder's Office of Auglaize County, Ohio, in Record of Leases Vol. 10, at Pages 398, 399 and 400; in, upon and out of all that certain tract of land, situate in Sec. One, Town six, South, Range Five East, Auglaize County, State of Ohio, described substantially as follows:

The Northeast quarter of the Northwest quarter, containing Thirty Seven and one half acres, more or less. Also all that certain land situated in Section 36, Town 5 Range 5 Auglaize County, Ohio, to wit:- The South half of the South half of the Southwest quarter, containing Forty (40) acres, making Seventy-Seven and 17/100 (77-17/100) acres, more or less, being all of his land in said sections.

7. All that certain estate created, granted and conveyed, under and by virtue of that certain agreement, bearing date the 3rd day of October, A. D. 1899, made by Chas. R. Zink, of the first part, and M. A. Watts, of the second part, and recorded in the Recorder's Office of Auglaize County, Ohio, in Record of Leases Vol. 10, at Page 342; in, upon and out of all that certain tract of land, situated in Washington Township, Auglaize County, State of Ohio described substantially as follows:

The North half of the North half of Sec. Two (2) less ten (10) acres off of West end of the North half of the Northwest quarter, and also less Thirty (30) acres off of South side of the North half of the Northeast quarter of Sec. Two (2) being owned by Joseph Kohler, Washington Township, Auglaize County, Ohio; the above land all being in Sec. Two (2) Washington Township, Auglaize County, Ohio, containing One Hundred (100) acres, more or less.

8. All that certain estate created, granted and conveyed, under and by virtue of that certain agreement, bearing date the 29th day of May, A. D. 1906, made by Dittmar Knatz, of the first part, and Rohrbacher Bros., of the second part, and recorded in the Recorder's Office of Auglaize County, Ohio, in Record of Leases Vol. 12 at Page 238; in, upon and out of all that certain tract of land, situate in Washington Township, Auglaize County, State of Ohio, described substantially as follows:

S. 1. T. 6. R. 5 N. ½ O. W. ½ O. N.	160. acres.
S. 2. T. 6. R. 5 O. ½ N. ½ O. E.	40 acres.
S. 2. T. 6. R. 5 E. ½ W. Pt. O. ½ O. E.	25 acres.
S. 11 T. 6. R. 5 N. ½ E. ½ N. E.	40 acres,

containing Two Hundred Sixty Five (265) acres, more or less.

9. All that certain estate created, granted, and conveyed, under and by virtue of that certain agreement, bearing date the 27th day of June A. D. 1900, made by Louis Dietz, of the first part, and G. W. Barnes, of the second part, and recorded in the Recorder's Office of Auglaize County, Ohio, in Record of Leases Vol. 10, at Pages 442 and 443; in, upon and out of all that certain tract of land, situate in Washington Township, Auglaize County, State of Ohio, described substantially as follows:

The East half of the Southeast quarter, Eighty acres. The South half of the Northeast quarter, and the Northeast quarter of the Northeast quarter, in all about One Hundred Ninety Three (193) acres, all in Section Three (3) Town Six (6) South, of Range Five (5) East.

10. All that certain estate created, granted and conveyed, under and by virtue of that certain agreement, bearing date the 29th day of May, A. D. 1906, made by John G. Knatz, of the first part, and Rohrbacher Bros. of the second part, and recorded in the Recorder's Office of Auglaize County, Ohio, in Record of Leases Vol. 12 at Page 239; in, upon and out of all that certain tract of land, situate in Washington Township, Auglaize County, State of Ohio, described substantially as follows:

S. 2 T. 6 R. 5 Pt. S. E. &c.	25 acres.
S. 11 T. 6 R. 5. Pt. S. E. &c.	180 acres.

containing Two Hundred and Five (205) acres, more or less.

11. All that certain estate created, granted and conveyed, under and by virtue of that certain agreement, bearing date the 31st day of July A. D. 1899, made by Frank Kohler, of the first part, and C. W. Nichols, Jacob Wentz, and Leon Levy, of the second part, and recorded in the Recorder's Office of Auglaize County, Ohio, in Record of Leases Vol. 10 at Page 320; in, upon and out of all that certain tract of land, situate in Auglaize County, State of Ohio, described substantially as follows:

The S. pt. W. ½ N. E., and N. W. S. E., 73½ acres. S. pt. E. ½ N. W., 26.40 W. pt. N. ½ S. W. 65. E. pt. N. E. S. W. 35 acres; and N. ½ S. E. S. W. 20 acres, in all Two Hundred Twenty (220) acres, more or less, all in Section 36, Town 5, Range 5.

Together with all the wells, rigs, casing, boilers, engines, powers, pipe, tubing, tanks, machinery, fittings, fixtures, equipment, and all other personal property, of every kind and nature, now situate on or to the said estates and wells belonging, or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular, the said estates, wells, property, goods and chattels, by these presents granted, bargained, sold, released, conveyed and confirmed, assigned, transferred and set over, or intended so to be unto the said E. A. Bream, to his own proper use, benefit and behoof, his heirs, executors, administrators and assigns forever.

And we, E. W. McGill, George B. DeArment, A. W. DeArment, J. H. DeArment, M. P. Breckenridge, and W. H. Minium, the said grantors, for ourselves, and for our heirs, executors and administrators, do hereby covenant with the said E. A. Bream, the Grantee, his heirs and assigns, that we are the true and lawful owners of all of said leases or estates and personal property, and have full power to convey the same; that said leases or estates are the only good, valid and subsisting leases or estates for oil and gas purposes on the tracts covered by or described therein; that the title so conveyed is clear, free and unincumbered; and further, that we will warrant and defend the same against all claim or claims of all persons whomsoever.

In Testimony Whereof, We, the said grantors, have hereunto set our hands and seals, this 20th day of September A. D. 1913.

Signed and acknowledged and
Delivered in the presence of us:

Georgia B. Shaffer.
Frank J. Thomas.

E. W. McGill.
Geo. B. DeArment.
A. W. DeArment.
J. H. DeArment.
M. P. Breckinridge.
W. H. Minium.

The State of Pennsylvania, Crawford County, SS:

Before me, a Notary Public, in and for said County, personally appeared the within named E. W. McGill, George B. DeArment, A. W. DeArment, J. H. DeArment, M. P. Breckinridge, and W. H. Minium, the grantors, in the foregoing indenture, and 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 Meadville, Pennsylvania, this 1st day of October, A. D. 1913.

Notary Public.
My Commission expires April 23, 1917.

Georgia B. Shaffer. (Seal)
Notary Public.

Received for Record December 31st, 1913 @ 3 P. M.
Recorded December 31st, 1913.

F. J. Stepleton
Recorder.

LEASE.

The Huebner-Toledo
Breweries Company,
And
Compton & Sanders.

THIS INDENTURE, Made this 3rd day of
November A. D. 1913 between The Huebner-
Toledo Breweries Company of the first part,
and Compton & Sanders of the second part,

WITNESSETH: That the said party of the first part, in consideration of the rents, covenants and conditions hereinafter mentioned to be performed and kept, and of the fulfillment of each and every of them by the said parties of the second part, at the times and in the manner herein specified, do Let and Lease unto the said parties of the second part their executors and administrators -----

The business room located on the ground floor of the brick building at Nos. 108, 110 and 112 North Union Street, together with the privilege to use part of the basement or cellar underneath the north end of said business room with other tenants of said building by way of the entrance to said basement or cellar under the main hallway of said building.

Said business room being about fifty (50) feet by about fifty (50) and to be used by lessee for saloon purposes.

Said business room is located on part of Inlot No. Sixteen (16) in the City of Lima, Ohio.

from the 3rd day of November A. D. 1913 to the third day of November A. D. 1915 Fifteen and the said parties of the second part, in consideration thereof, do hereby covenant and agree to pay the said part of the first parties successors or assigns as rent for said premises the sum of One Hundred and Twenty-five Dollars (\$125.00) per month, payable on the first day of each and every month in advance, and to quit and deliver up the said premises with the appurtenances to the said party of the first parties its successors or assigns, peaceably, at the expiration of said term, in as good order and condition as the same now are or may be put in reasonable wear and tear and casualties by fire and the elements, ~~xxxxxx~~ excepted, and not to assign this lease, or to underlet, or make, or suffer to be made, any alterations without the consent of the said party of the first part, first obtained in writing for that purpose, and to use said premises in a careful safe and proper manner, and to keep the same in such condition as the Board of Health, or other city authorities, may require - free of all cost to said first party - and not to engage in any business of any kind on said premises, that in any manner conflicts with or is contrary to any law or laws of the city of Lima or State of Ohio; and only one day's notice from said first party agent or attorneys, shall be required to terminate this lease, should any such violation of law occur, either by sale of intoxicating liquors or otherwise.

And it is further understood and agreed to, That if the said parties of the second part shall fail to pay the rent aforesaid, as the same shall become due and payable, according to the covenants aforesaid, or shall fail to perform any of the covenants and conditions on their part to be kept and performed, it shall and may be lawful for the said party of the first part to re-enter and take possession of said demised premises, and expel the said parties of the second part or their assigns therefrom, and it shall not be necessary for the said party of the first part or any other person in its behalf, to make demand of the payment of said rent at the time the same shall become payable, or at any other

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TITLE EXCEPTION
NO. 17

