



## ALTA COMMITMENT FOR TITLE INSURANCE

issued by  
CATIC

### 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, CATIC, a(n) 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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:
- 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.
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 is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- 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:
    - comply with the Schedule B, Part I – Requirements;
    - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - acquire the Title or create the Mortgage covered by this Commitment.
  - The Company is not 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.
  - The Company is only liable 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.
  - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - The Company is not liable for the content of the Transaction Identification Data, if any.
  - The Company is not 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.
  - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

**CATIC**  
101 Corporate Place, Rocky Hill, CT 06067



By: \_\_\_\_\_  
**JAMES M. CZAPIGA, PRESIDENT**

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

Issuing Agent: Preferred Midwest Title LLC  
Issuing Office: 111 Gov. Foraker Place  
Hillsboro, OH 45133  
Issuing Office's ALTA® Registry ID: 1092036  
Loan ID Number:  
Commitment Number: 25-034  
Issuing Office File Number: 25-034  
Property Address: 9555 Kincaid Road, Hillsboro, OH 45133  
Revision Number:

**SCHEDULE A**

1. Commitment Date: January 21, 2025 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy  
Proposed Insured: **Wilson National LLC, an Ohio Limited Liability Company**  
Proposed Amount of Insurance: **\$ TBD**  
The estate or interest to be insured: **fee simple**
  - (b) 2021 ALTA Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: **\$**  
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in:  
Mitchell Ede Transfer on Death to PNC Bank NA, Trustee of the Mitchell Ede Revocable Trust, originally dated October 8, 1970 as amended and restated in a Fourth Restatement of Agreement of Trust dated September 1, 2005, beneficiary by deed from Mitchell Ede, Trustee of the Mitchell Ede Revocable Trust dated 2/12/2001 dated 02/02/2006 and recorded with Highland County Recording Office on 03/09/2006 in Book OR Vol. 622, Page 83.
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**PREFERRED MIDWEST TITLE LLC**  
111 Gov. Foraker Place, Hillsboro, OH 45133  
Telephone: (937) 393-0715

**CATIC**  
101 Corporate Place, Rocky Hill, CT 06067

Countersigned by:

Susan L. Davis, License #82081  
Preferred Midwest Title LLC, License #32879



By: \_\_\_\_\_  
JAMES M, CZAPIGA, PRESIDENT

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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. Duly authorized and executed Deed from Mitchell Ede, and spouse if married, or if deceased, then from the current trustee of the Mitchell Ede Revocable Trust, originally dated October 8, 1970 as amended and restated in a Fourth Restatement of Agreement of Trust dated September 1, 2005, beneficiary to TBD, to be executed and recorded at closing.
5. The last filed deed verifies transfer to the Grantee therein, Mitchell Ede Transfer on Death to PNC Bank NA, Trustee of the Mitchell Ede Revocable Trust, originally dated October 8, 1970 as amended and restated in a Fourth Restatement of Agreement of Trust dated September 1, 2005, beneficiary. In view of the Highland County Case No. 24 CV 157 which indicates that Mitchell Ede may be deceased and in fact due to the transfer on death provision in this deed, this death must be verified and if deceased, an Affidavit of Death to transfer to said trustee must be filed of record.

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**SCHEDULE B, PART II – Exceptions**

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

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Easements or servitudes which are unrecorded or are apparent from an inspection of the premises and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, projections or other matters which might be disclosed by an accurate survey of the premises.
3. Terms and conditions of any unrecorded lease or rights of parties in possession of any portion of the land.
4. Any taxes for the current or fiscal year of the applicable taxing body which may hereafter be assessed, not yet due and payable.
5. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown within the Public Records.
6. The acreage/square footage indicated in the legal description, and/or the address shown on Schedule A, if any, is solely for the purposes of identifying said tract and shall not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.
7. The property address and/or tax parcel identification number(s) shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Any lease, grant, conveyance, exception or reservation of minerals, mineral rights, oil, gas, water, or other subsurface substances appearing in the Public Records.
10. Rights of the public to use those portions of the subject premises lying within the bounds of any legal highway.
11. Any loss or damage arising out of a determination by County Auditor, Engineer, or Tax Map Office requiring a survey on any subsequent transfers.
12. The acreage/square footage indicated in the legal description, and/or the address shown on Schedule A, if any, is solely for the purposes of identifying said tract and shall not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.
13. Taxes for the year 2025 are unpaid, undetermined and constitute a lien. Real Estate taxes for the year of 2024 on

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Parcel Number 24-11-000-028.00 are \$1,525.66 per half year, on Parcel Number 24-11-000-029.00 are \$19.69 per half year, on Parcel Number 24-11-000-030.00 are \$10.18 per half year and on Parcel Number 24-11-000-031.00 are \$1,859.40 per half year. Taxes for the 2023 tax year are paid current. Taxes for the first half of the 2024 tax year are now due and payable on or before February 28, 2025.

Note: Delinquent sewer rental charges and water bills may be or become a lien on the real estate. No liability is assumed by this Company for ascertaining the status of past due outstanding or future utility charges and or assessments.

14. The current survey can be used for the transfer of real estate for only one more conveyance and thereafter a new survey will be required.
15. Assignment of Shares of a Line Fence from Liberty Township Trustees to Lowell Chambers (a 50% share) and Mitchell Ede (a 50% share), filed on December 18, 2012 in OR Vol. 827, Page 329. Document provides the responsibility to clear and build the line fence 50% to each owner.
16. An Entry to Quiet Title was granted by the Highland County Court of Common Pleas, Case No. 24 CV 157, as to a 80 poles parcel which is a part of the land hereof was granted to PNC Bank N.A. as Trustee of the First Restatement of Agreement of Trust Known as The Mitchell Ede Revocable Trust, originally dated October 8, 1970, as amended, and now irrevocable, filed on November 4, 2024 in OR Vol.1013, Page 2361.
17. The last filed deed verifies transfer to the Grantee therein, Mitchell Ede Transfer on Death to PNC Bank NA, Trustee of the Mitchell Ede Revocable Trust, originally dated October 8, 1970 as amended and restated in a Fourth Restatement of Agreement of Trust dated September 1, 2005, beneficiary. In view of the Highland County Case No. 24 CV 157 which indicates that Mitchell Ede may be deceased and in fact due to the transfer on death provision in this deed, this death must be verified and if deceased, an Affidavit of Death to transfer to said trustee must be filed of record.
18. A memorandum of Trust for the Mitchell Ede Revocable Trust dated September 8, 1970, as amended and restated four times, was filed in OR Vol. 622, Page 75 on March 9, 2006.
19. A memorandum of Trust for the Mitchell Ede Revocable Trust dated February 12, 2001 was filed in OR Vol. 334, Page 991 on February 14, 2001.

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**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Highland, State of Ohio and is described as follows:

The following described property located and situated in Liberty Township, Highland County, Ohio, to-wit:

**FIRST PARCEL:**

The following described real estate, situate in Liberty Township, Highland County, Ohio, being a part of Hughs' Original Survey No. 2320.

First Tract: Beginning at a stone on the South side of the Hillsboro and East Monroe Turnpike; thence South 74° 30' West 87 poles to a stone; thence North 13° West 92 poles to a stone; thence North 75° East 87 Eoles to a stone; thence South 14° 30' East 92 poles to the place of beginning, containing 50 acres of fand, be the same more or less, and being, the same premises conveyed to the said Clyde Winters and Nancy E. Winters by deed of Walter Duncan (unmarried) and Albertis Duncan (unmarried) by deed dated September 13, 1923 and recorded in Book No. 131 Page 411 of the Deed Records of Highland County, Ohio.

SAVE AND EXCEPT 85 square poles heretofore conveyed to Albert Lucas, et al., by deed dated August 18, 1936, Deed Book 149 Page 498.

Second Tract: Bedginning at a locust tree in the line between the lands of Georgia B. Fenner and Albert and Erma Lucas, said locust tree is N. 13° W. 27.36 poles from a stone on the south side of a walnut tree in the north line of George Nace's tract of land and corner between the lands of the said Georgia B. Fenner and Albert and Emma Lucas and running thence with said line N. 13° W. 23.60 poles to an iron pin in said line; thence through the tract of which this is a part S. 15° W. 22.08 poles to a stone; thence S. 81° E. 11 poles to the place of beginning, containing 120 square poles of land, more or less.

The above described premises is out of an 84 acre tract of land conveyed by deed bearing date of August 27, 1930 and of record in Vol. 141, page 203 of Highland County, Ohio, Deed Records.

Prior Instrument Reference: Vol. \_\_\_\_\_, Page \_\_\_\_\_, Deed Records of Highland County, Ohio.

**SECOND PARCEL:** The following described Real Estate, situated in the County of Highland, in the State of Ohio, and in the Township of Liberty, part of Survey #2320 and bounded and described as follows:

First Tract: Beginning at a stone in the southwest corner of E. J. Wallace and Wm. M. Wallace's tract of 50 acres; thence E. 74 1/2° W. 147 poles to a stone; thence N. 13° W. 92 poles to a stone southwest corner of Lot No. 2, near a corner of a cemetary; thence with the line of Lots No. 2 and 3, N. 75° E. 147 poles to a stone; thence S. 13° E. 92 poles to the beginning, containing 84 acres of land, more or less, and being the west portion of tract No. 4 of the Hansborough Farm as subdivided by order of the Probate Court of Highland County, Ohio, and said fourth tract of land being fully described in deed conveying said conveying said premises by L. S. Smith, as executor of Philip Hansborough, deceased, to Geo. W. Roby, by deed dated March 31, 1893.

SAVE AND EXCEPT 120 Eoles of land sold and conveyed by the said Albert Lucas and Emma Lucas to Georgia B. Fenner by deed recorded in Vol. 149 page 499 of the Deed Records of said County.

Second Tract: Also the following described real estate, situate in the same Township, County and State as the above described tract and in Hughes Original Survey #2320, to wit: Beginning at a stake or stone in the south line of Clarence V. Rhoads' 81 3/4 A. tract of land and corner between the land of the said Georgia B. Fenner and the said Albert and Emma Lucas; running thence with the line between the said Clarence V. Rhoads and Georgia B. Fenner N. 75° E. 87 poles to a stone corner between said Rhoads and Fenner; thence with east line of said George B. Fenner's tract S. 14° 30' E. 18

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feet to a stake in said line; thence through the tract of which this is a part, S. 75° W. 87 poles to a stake or stone in the line between the lands of the said Georgia B. Fenner and Albert and Emma Lucas; thence with the line N. 13° W. 18 feet to the beginning containing 95 square poles of land, more or less. The above described premises is out of a 50 A. tract conveyed to Georgia B. Fenner by deed recorded in Vol. 144 Page 338 of the Deed Records of said County.

Prior Instrument Reference: Vol. \_\_\_\_\_, Page \_\_\_\_\_, Deed Records of Highland County, Ohio.

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