

Western Reserve Title Company, Ltd.

15979 E. High Street #207

P.O. 1236

Middlefield, Ohio 44062

(440) 632-9090

Fax: (440) 632-9091

wire amount
\$60,622.54

Robert S. Ohly, Esq.

WIRING INSTRUCTIONS:

Date: _____

To: David P. Bogardus

Order No. 14668 E-23

Western Reserve Title Company, Ltd.

15985 E. High Street, Suite 207

Middlefield, Ohio 44062

Bank: Middlefield Banking Company

Bank Address: 15985 East High Street

Middlefield, Ohio 44062

Routing No.: 041210448

Account No.: 24938022

My Email Address - audrey@westernreservetitle.com

Please call with any questions. Thank you Audrey Grant, Escrow Manager



A. Settlement Statement (HUD-1)

**** BORROWER'S COPY ****

B. Type of Loan				6. File Number: 14668E-23		7. Loan Number:		8. Mortgage Ins. Case No.:		
1. <input type="checkbox"/> FHA		2. <input type="checkbox"/> RHS		3. <input type="checkbox"/> CONV. UNINS.						
4. <input type="checkbox"/> VA		5. <input type="checkbox"/> CONV. INS.								
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)*" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.										
D. Name & Address of Borrower: Jackson P. Bogardus David P. Bogardus, Sarah L. Bogardus						F. Name & Address of Lender: CASH				
						G. Property Location: V/L Woodard Road Richmond, OH				
E. Name & Address of Seller: Mervin M. Miller, Leona A. Miller						H. Settlement Agent: Western Reserve Title Company, LTD 15985 East High Street, Suite 207 Middlefield, OH 44062				
						Name: Phone:				
						Place of Settlement: Western Reserve Title Company, LTD 15985 East High Street, Suite 207 Middlefield, OH 44062				
I. Settlement Date: 10/23/2023			Disbursement Date: 10/25/2023							
J. Summary of Borrower's Transaction					K. Summary of Seller's Transaction					
100. Gross Amount Due from Borrower					400. Gross Amount Due to Seller					
101. Contract sales price		60,000.00			401. Contract sales price					
102. Personal property					402. Personal property					
103. Settlement charges to borrower (line 1400)		2,245.50			403.					
104.					404.					
105.					405.					
Adjustments for items paid by Seller in advance					Adjustments for items paid by Seller in advance					
106. City/town taxes		to			406. City/town taxes		to			
107. County taxes		to			407. County taxes		to			
108. Assessments		to			408. Assessments		to			
109.					409.					
110.					410.					
111.					411.					
112.					412.					
120. Gross Amount Due from Borrower		\$62,245.50			420. Gross Amount Due to Seller					
200. Amounts Paid by or in Behalf of Borrower					500. Reductions in Amount Due to Seller					
201. Deposit or earnest money		1,000.00			501. Excess deposit (see instructions)					
202. Principal amount of new loan(s)		0.00			502. Settlement charges to seller (line 1400)					
203. Existing loan(s) taken subject to					503. Existing loan(s) taken subject to					
204.					504. Payoff of first mortgage loan					
205.					505. Payoff of second mortgage loan					
206.					506.					
207.					507.					
208.					508.					
209.					509.					
Adjustments for items unpaid by Seller					Adjustments for items unpaid by Seller					
210. City/town taxes		to			510. City/town taxes		to			
211. County taxes		01/01/2023 to 10/23/2023			622.96		511. County taxes		to	
212. Assessments		to					512. Assessments		to	
213.					513.					
214.					514.					
215.					515.					
216.					516.					
217.					517.					
218.					518.					
219.					519.					
220. Total Paid by/for Borrower		\$1,622.96			520. Total Reduction Amount Due Seller					
300. Cash at Settlement from/to Borrower					600. Cash at Settlement to/from Seller					
301. Gross amount due from Borrower (line 120)		62,245.50			601. Gross amount due to Seller (line 420)					
302. Less amounts paid by/for Borrower (line 220)		(\$1,622.96)			602. Less reductions in amounts due Seller (line 520)					
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		60,622.54			603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller					

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.	to				
705.	to				
800. Items Payable in Connection with Loan					
801. Our origination charge		(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen		(from GFE #2)			
803. Your adjusted origination charges		(from GFE A)			
804. Appraisal fee to		(from GFE #3)			
805. Credit report to		(from GFE #3)			
806. Tax service to		(from GFE #3)			
807. Flood certification to		(from GFE #3)			
900. Items Required by Lender to be Paid in Advance					
901. Daily interest charges from	to	@	/day	days	(from GFE #10)
902. Mortgage insurance premium for			months	to	(from GFE #3)
903. Homeowner's insurance for		yrs.	to		(from GFE #11)
904.		yrs.	to		
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account					(from GFE #9)
1002. Homeowner's insurance		months @		per month	
1003. Mortgage insurance		months @		per month	
1004. Property Taxes		months @		per month	
1005.		months @		per month	
1006.		months @		per month	
1007.		months @		per month	
1008. Aggregate Adjustment					
1100. Title Charges					
1101. Title services and lender's title insurance					(from GFE #4) 0.00
1102. Settlement or closing fee to Western Reserve Title Company, Ltd					500.00
1103. Owner's title insurance					(from GFE #5) 345.00
1104. Lender's title insurance					0.00
1105. Lender's title policy limit \$0.00					
1106. Owner's title policy limit \$60,000.00					
1107. Agent's portion of the total title insurance premium \$276.00 to Western Reserve Title Company, Ltd					
1108. Underwriter's portion of the total title insurance premium \$69.00 to First American Title Insurance Company					
1109. Title Examination Fee to Western Reserve Title Company, Ltd.					325.00
1110. Title / Handling/Copy/Print to Western Reserve Title Company, Ltd.					170.00
1111. Title Commitment to Western Reserve Title Company, Ltd.					100.00
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges					(from GFE #7) 50.00
1202. Recording Fees: Deed: 50.00		Mortgage:		Release:	
1203. Transfer taxes					(from GFE #8) 240.50
1204. City/County tax/stamps: Deed: 240.50		Mortgage:			
1205. State tax/stamps: Deed:		Mortgage:			
1206.					
1207.					
1208.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for					(from GFE #6)
1302. Prep of Deed & PA to Robert S. Ohly, Esq.					500.00
1303. Incoming Wire Fee to The Middlefield Bank					15.00
1304.					
1305.					
1306.					
1307.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$2,245.50

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement (pages 1, 2 and 3).

Borrower(s):

X

Jackson P. Bogardus

X

David P. Bogardus

X

Sarah L. Bogardus

Settlement Agent: _____

Date: **10/23/2023**

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Offer of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage from First American Title Insurance Company in connection with the above-referenced transaction.

Premium for Coverage: The premium for the Closing Protection Coverage is \$40.00 for Lender; \$55.00 for Seller; \$20.00 for Buyer/Borrower; and \$20.00 for any other applicant for title insurance, and in no case shall the premium be less than \$40.00 for this coverage in any transaction.

Acceptance of Offer/Declination of Offer

I (We), the undersigned, acknowledge receipt of this Notice of Availability of Closing Protection Coverage and Offer of Closing Protection Coverage and

do accept the said Offer _____

do not accept the said Offer _____

← Choose one

If this Offer is accepted, the undersigned hereby agrees to pay the applicable premium.

(X)
Signed: _____

Printed Name: DAVID P. BOGARDUS

Dated: _____

(X)
Signed: _____

Printed Name: SARAH L. BOGARDUS

Dated: _____

A lender's closing instructions requiring Closing Protection Coverage is deemed to be its acknowledgement of receipt of the Notice of Availability of Closing Protection Coverage and its acceptance of the Offer of Closing Protection Coverage.

(X)

JACKSON P. BOGARDUS

NOTICE OF AVAILABILITY AND OFFER OF CLOSING PROTECTION COVERAGE

- Seller: Mervin M. Miller and Leona A. Miller
- Buyer: Jackson P. Bogardus, David P. Bogardus and Sarah L. Bogardus
- Borrower: Jackson P. Bogardus, David P. Bogardus and Sarah L. Bogardus
- Lender: CASH

Re: Licensed Agent: Western Reserve Title Company, Ltd
Premises: V/L Woodard Road, Richmond, OH
Commitment/File No.: 14668E-23

Notice of Availability of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby notified of the availability of Closing Protection Coverage from First American Title Insurance Company in connection with the above-referenced transaction for the premium stated in the Offer of Closing Protection Coverage outlined below.

Closing or settlement of a real estate and/or mortgage loan transaction can be characterized as having two components. One component pertains to the title to the Premises and the title insurance policy therefore. The other component pertains to the handling of funds and documents. A title insurance policy **does not** cover losses due to the mishandling of funds or documents. However, Closing Protection Coverage, as outlined below, **does** provide such protection.

Description of Coverage: The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone acting on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage Form:

- (1) Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
- (2) Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

You are covered by a Closing Protection Coverage Form only if it is specifically addressed to you. A copy of the Closing Protection Coverage Form is available upon request.



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

Issuing Agent: Western Reserve Title Company, Ltd
Issuing Office: 15985 East High Street, Suite 207, Middlefield, OH 44062
Issuing Office's ALTA® Registry ID: 1000401
Loan ID Number:
Commitment Number: 14668E-23
Issuing Office File Number: 14668E-23
Property Address: V/L Woodard Road, Richmond, OH
Revision Number:

initial please

X _____
X _____
X _____

SCHEDULE A

1. Commitment Date: September 4, 2023 @ 7:59AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (7-1-21)
Proposed Insured: Jackson P. Bogardus, David P. Bogardus and Sarah L. Bogardus
Proposed Amount of Insurance: \$60,000.00
The estate or interest to be insured: Fee Simple
 - b. Proposed Insured: CASH, its successors and/or assigns, as their interests may appear
Proposed Amount of Insurance: \$
The estate or interest to be insured: Fee Simple
 - c. None
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: Mervin M. Miller and Leona A. Miller
5. The Land is described as follows: The land referred to herein is described as set forth in Exhibit A attached hereto and made a part hereof. The address and/or tax parcel number(s) shown herein are provided solely for informational purposes without warranty as to accuracy or completeness.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Tiffany Holzheimer
Authorized Signatory
Western Reserve Title Company, Ltd
Issuing Agent

Issuing Agent: Western Reserve Title Company, Ltd
Name: Tiffany Holzheimer

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





Address: 15985 East High Street, Suite 207, Middlefield, OH 44062

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Form 50202839 (3-13-23)





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.
5. File an insurable deed from Mervin M. Miller and Leona A. Miller, Husband and Wife, to Jackson P. Bogardus, Single, and David P. Bogardus and Sarah L. Bogardus, Husband and Wife.
6. File a release of mortgage for Book 716, Page 134.

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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. 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 County Treasurer's 2023 General Tax Duplicate shows:
Taxes for the first and second half of 2022, listed in the names of Mervin M. Miller and Leona A. Miller, amounting to \$384.09, per half, are paid. Tax Parcel No. 45-013-00-001-02.
Taxes for the year 2023 are a lien but not yet due and payable.
Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.
10. Quit-Claim Deed from Tanner P. Hanisek, a single and unmarried individual and Onnastasia H. Spellman, a single and unmarried individual to Mervin M. Miller and Leona A. Miller, recorded April 15, 2022 @ 11:57 am in Book 768, Page 1324 of the Ashtabula County General Records.

"Excepting and Reserving therefrom, however, all of the mineral rights in and to the Property for John F.

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Form 50202839 (3-13-23)





Kusajtys and Lee Chi Kusajtys, husband and wife, and their separate heirs, executors and assigns. This reservation includes by its terms, oil, coal, gas and any other minerals on, in and under the Property."

11. Quit Claim Deed from John F. Kusajtys and Lee Chi Kusajtys, husband and wife, to Mervin M. Miller and Leona A. Miller, recorded April 15, 2020 @ 3:21 pm in Book 706, Page 1227 of the Ashtabula County General Records.

"Excepting and reserving to the Grantors, his and her separate heirs and assigns, mineral rights in and to the property."

12. Memorandum of Oil and Gas lease from Menno J. Yoder and Fannie D. Yoder, H&W to Wishgard LLC, recorded on December 14, 2011 @ 12:14 pm in Book 507, Page 1753 of the Ashtabula County General Records.

NOTE: We have made no further examination of the above in the county records.

13. Mortgage from Mervin M. Miller and Leona A. Miller, married to each other, to Farm Credit Mid-America, FLCA, in the amount of \$185,443.36, recorded August 14, 2020 @ 11:54 am in Book 716, Page 134 of the Ashtabula County General Records.
14. Subject to the rights of the public and others to use that portion of the land described in Schedule A which lies within the boundaries of Woodard Road, a dedicated street.

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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.

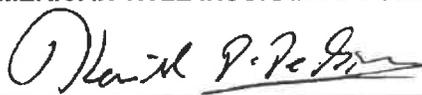
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

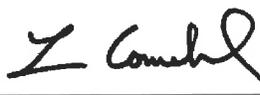
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, 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 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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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.
- 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:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; [and]
- 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 is not liable for any other amendment to this Commitment.

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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 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.
- c. 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.
- d. 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.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. 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.
- g. 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

- 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 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[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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Form 50202839 (3-13-23)





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>.

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by First American Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[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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EXHIBIT "A"

WOODARD ROAD, RICHMOND

ALL THAT CERTAIN LANDS SITUATE IN LOTS 46 & 47, TOWNSHIP OF RICHMOND, TOWNSHIP NUMBER 10 NORTH, RANGE I WEST, IN THE CONNECTICUT WESTERN RESERVE SURVEY, COUNTY OF ASHTABULA, STATE OF OHIO, A LOT SPLIT OF THE LANDS TO JOHN F. & LEE CHI KUSAJTYS, AS RECORDED IN DEED VOLUME 680, PAGE 1723 (PPN 45-013-00-001-01) IN THE OFFICE OF THE COUNTY RECORDER, FURTHER DESCRIBED.

BEGINNING A POINT TO MARK THE CENTERLINE OF WOODARD ROAD (60 FEET WIDE - RD. NO. 306- SECTION A), IN THE LINE COMMON TO LOTS 46 & 55 AND AT THE SOUTHWEST CORNER OF LANDS TO A.J. LEWIS, AS RECORDED IN DEED VOLUME 241, PAGE 818, SAID POINT BEING LOCATED FROM A MONUMENT BOX FOUND "UNABLE TO OPEN" TO MARK THE CENTERLINE INTERSECTION OF WOODARD ROAD WITH THE CENTERLINE OF STATE ROUTE 7 (60 FEET WIDE) AND AT THE CORNER COMMON TO LOTS 45, 46, 55 & 56, THENCE; SOUTHWESTERLY, WITH THE CENTERLINE OF WOODARD ROAD AND THE LINE COMMON TO LOTS 46 & 55, SOUTH $88^{\circ}-22'-58''$ WEST, A DISTANCE OF 1205.69 FEET TO THE POINT AND PLACE OF BEGINNING.

THENCE; THE FOLLOWING (10) COURSES AND DISTANCES: SOUTHWESTERLY, WITH THE CENTERLINE OF WOODARD ROAD AND THE LINE COMMON TO LOTS 46 & 55, SOUTH $88^{\circ}-22'-58''$ WEST, A DISTANCE OF 300.00 FEET TO MARK A POINT IN THE CENTERLINE OF WOODARD ROAD, IN THE LINE COMMON TO LOTS 46 & 55 AND AT THE SOUTHEAST CORNER OF A NEWLY CREATED PARCEL.

THENCE; NORTHWESTERLY, WITH THE EAST LINE OF SAID NEWLY CREATED PARCEL, NORTH $02^{\circ}-30'-18''$ WEST, (THRU A CAPPED 5/8" IRON PIN SET AT 30.00) A TOTAL DISTANCE OF 700.00 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT AT THE NORTHEAST CORNER OF SAID NEWLY CREATED PARCEL.

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID NEWLY CREATED PARCEL, SOUTH $88^{\circ}-22'-58''$ WEST, A DISTANCE OF 622.40 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT AT THE NORTHWEST CORNER OF SAID NEWLY CREATED PARCEL.

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID NEWLY CREATED PARCEL, SOUTH $02^{\circ}-30'-18''$ EAST, A DISTANCE OF 700.00 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT IN THE CENTERLINE OF WOODARD ROAD (UNIMPROVED), IN THE LINE COMMON TO LOTS 46 & 55 AND AT THE SOUTHWEST CORNER OF SAID NEWLY CREATED PARCEL.
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P.O. Box 908
Palmyra, OH 44077

PHONE (440) 357-5941
FAX (440) 357-1816
E-MAIL crabbsurv@mwwab.com
<http://www.crabbs-surveying.com>

THENCE; SOUTHWESTERLY, WITH THE CENTERLINE OF WOODARD ROAD (UNIMPROVED), WITH THE LINE COMMON TO LOTS 46 & 55 AND THE WITH THE LINE COMMON TO LOTS 47 & 54, SOUTH $88^{\circ}-22'-58''$ WEST, A DISTANCE OF 938.81 FEET TO A $5/8''$ IRON PIN FOUND TO MARK A POINT IN THE CENTERLINE OF WOODARD ROAD (UNIMPROVED), IN THE LINE COMMON TO LOTS 47 & 54 AND AT THE SOUTHEAST CORNER OF LANDS TO R.A. DARBY, AS RECORDED IN DEED VOLUME 623, PAGE 256.

THENCE; NORTHWESTERLY, WITH THE EAST LINE OF SAID DARBY, NORTH $01^{\circ}-33'-07''$ WEST, A DISTANCE OF 784.74 FEET TO A CAPPED $5/8''$ IRON PIN FOUND "SLAY" TO MARK A POINT IN THE EAST LINE OF SAID DARBY AND AT THE SOUTHWEST CORNER OF LANDS TO D.P. & S.L. BOGARDUS, AS RECORDED IN DEED VOLUME 80, PAGE 601.0.

THENCE; NORTHEASTERLY, WITH THE SOUTH LINE OF SAID BOGARDUS, NORTH $88^{\circ}-23'-23''$ EAST, A DISTANCE OF 2048.16 FEET TO A CAPPED $5/8''$ IRON PIN FOUND "SLAY" TO MARK A POINT IN THE SOUTH LINE OF SAID BOGARDUS AND AT THE NORTHWEST CORNER OF J.E. & J.A. HUNT, AS RECORDED IN DEED VOLUME 309, PAGE 2513.

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID HUNT, SOUTH $02^{\circ}-30'-34''$ EAST, A DISTANCE OF 183.60 FEET TO A CAPPED $5/8''$ IRON PIN FOUND "SLAY" TO MARK A POINT IN THE WEST LINE OF SAID HUNT AND AT THE NORTHEAST CORNER OF SAID LEWIS.

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID LEWIS, SOUTH $88^{\circ}-02'-50''$ WEST, A DISTANCE OF 200.00 FEET TO A CAPPED $5/8''$ IRON PIN FOUND "SLAY" TO MARK A POINT AT THE NORTHWEST CORNER OF SAID LEWIS.

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID LEWIS, SOUTH $02^{\circ}-30'-18''$ EAST, (THRU A CAPPED $5/8''$ IRON PIN FOUND "SLAY" AT 570.00 FEET) A TOTAL DISTANCE OF 599.81 FEET, TO THE POINT AND PLACE OF BEGINNING, SAID LAND CONTAINING 24.2525 ACRES, BUT SUBJECT TO ALL HIGHWAYS AND EASEMENTS, AS SURVEYED AND DESCRIBED IN OCTOBER 2009, AS ILLUSTRATED ON A CERTAIN MAP RECORDED IN THE OFFICE OF THE ASHTABULA COUNTY ENGINEER, BY TIMOTHY E. STOCKER, P.S. 7245 CRABBS' SURVEYING ORDER 7558, BASIS OF BEARINGS ARE TO AN ASSUMED MERIDIAN ALONG THE CENTERLINE OF WOODARD ROAD; NORTH $88^{\circ}-22'-58''$ EAST.

ALL IRON PINS SET ARE CAPPED $5/8''$ X $30''$ REBAR, WITH CAP "CRABBS 7245".



Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.



First American Title™

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

TAX PRORATION DISCLAIMER

DATE:

10-__ - 2023

PURCHASER:

David P. & Sarah L. Bogardus & Jackson P. Bogardus

SELLER:

Mervin M. Miller & Leona A. Miller

PROPERTY:

Vacant Land Woodard Road, Richmond, Ohio Ashtabula County

✓ We, the undersigned Buyer(s) and Seller(s) of the above captioned property, do hereby acknowledge and agree that the property taxes for said County are being based on the last available tax duplicate . We realize this proration does not reflect the actual amount that will become due on the future tax bills as a result of increases, decreases, homestead eligibility or non-eligibility, CAUV enrollment-recoupment or non-eligibility.

Buyers and Sellers do hereby understand and agree that the proration for general property taxes as provided in the above referenced closing statement was calculated by using 35% of the contract sales price times the current millage rate for the taxing district.

Buyer, does hereby hold Western Reserve Title Company, Ltd free and harmless from any liability or damages caused by an inaccurate proration for general property taxes resulting from any variation or difference in actual general property taxes assessed for the current year. Buyer herein understands any taxes due after pro-ration will be the sole responsibility of the Buyer upon title transfer.

BORROWER:

SELLER:

✓

David P. Bogardus

Mervin A. Miller

✓

Sarah L. Bogardus

Leona A. Miller

Jackson P. Bogardus

Western Reserve Title Company, Ltd.

15979 E. High Street #207
P.O. 1236
Middlefield, Ohio 44062
(440) 632-9090 TELEPHONE
(440) 632-9091 FAX

Robert S. Ohly, Esq.

Escrow Closing Acknowledgment

When buying or selling a house the escrow agent is responsible for the following:

***Hold the buyers down payment until the closing.**

***Hold the money that the lender had loaned to the buyer.**

***Obtain and hold the deed from the seller transferring the property to the buyer, and arranges for the deed to be recorded in the appropriate county office or agency at closing.**

***Figures the amounts both the buyer and seller (at the time of the sale closing) for items such as Property taxes and payoff information and initiates a Hud Settlement Statement for review by both buyers and Sellers.**

***Borrowers and Sellers will hold Western Reserve Title Company Harmless of any errors on hud for standard fees relating to to tax pro-ration calculations or transfer tax calculations as required by county or state. If such error occurs, the correct amount will be implemented in settlement statement at which point it would be the buyers or sellers responsibility to pay the correct amount due required by such state or county.**

***Upon signing this Acknowledgment the buyer and seller herein agree the buyers lender may receive a copy of their Hud Settlement Statement or Closing Disclosure for their records.**

I have herein reviewed documents for the closing from the Escrow Agent Western Reserve Title Company and approve and agree to the above terms.

BORROWER:

SELLER:

X _____
David P. Bogardus

Mervin A. Miller

X _____
Sarah L. Bogardus

Leona A. Miller

X _____
Jackson P. Bogardus