

TITLE REPORT

C/R/S	FAI-SR37-06.10
PARCEL	006-SH1,T1,T2
PID	110412

42 YEAR REPORT     ABBREVIATED REPORT     UPDATE

**INSTRUCTION:**

(1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.

(2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

Name	Marital Status (Spouse's Name)	Interest
CHAOS, LLC	N/A	100%
Mailing Address: 6644 Woolard Road Pleasantville, OH 43148		
Phone Number 740-467-2857 (Jeffrey P & Jacqueline M Watson)		
Property Address: 8010 Lancaster-Newark Road Baltimore, OH 43105		
Registered Agent: Jonathan C. Clark, Attorney Clark & Clark and Associates 130 E. Chestnut Street Lancaster, OH 43130 740-689-9089		

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Situated in the Township of Walnut, County of Fairfield and State of Ohio:

Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.

APN: 049-02544-00

Recorded in Fairfield County, OH on Instrument 201700000705, in OR Book 1729, Pages 1874-1875

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
OR BK 1772 PGS 3542-3547 MORTGAGOR: The Vinton County National Bank 521 East Main Street Lancaster OH 43130	08/20/2018	\$700,000.00
MORTGAGEE: CHAOS, LLC 6644 Woolard Rd NE, Pleasantville, OH 43148		

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
OR BK 1816 PGS 2735-2737 LESSOR: CHAOS, LLC 8010 Lancaster-Newark Road Baltimore, OH 43105 LESSEE: Kennedy Outdoor Advertising LLC 9327 Martinsburg Road St. Louisville, OH 43071	Advertising Land Lease	15 yrs

(3-C) **EASEMENTS**

Name & Address	Type
OR BK 1804 PGS 447-451 GRANTOR: CHAOS, LLC, an Ohio limited liability company 8010 Lancaster-Newark Road Baltimore, OH 43105 GRANTEE: Walnut Creek Sewer District 1700 Leitnaker Road NE Thurston, OH	SEWER EASEMENT
OR BK 1715 PGS 1856-1860 GRANTOR: Thomas O. Weidner, aka Thomas Oscar Weidner, and Ruth Ann Weidner Husband and Wife 8010 Lancaster-Newark Road Baltimore, OH 43105 GRANTEE: STATE OF OHIO, DEPARTMENT OF TRANSPORTATION 9600 Jacksontown Road Jacksontown, OH 43130	ROW SH Easement
Deed BK 545, Pages 943-944 GRANTOR: Milton McKinley Watson, married GRANTEE: Eileen M. Ackley	10' sewage drainage system
Deed BK 269, Pages 646-647, recorded 05/17/1957 at 9:50 am GRANTOR: Frank C. Miller and Stella G. Miller GRANTEE: The Ohio Fuel Gas Company	GAS LINE EASEMENT
Deed Vol 270, Page 649, recorded 06/21/1957 RELEASE of EASEMENT for all land s within the highway right of way limits between station 16 + 55 and Station 48 + 33 GRANTOR: The Ohio Fuel Gas Company, a corporation of the State of Ohio GRANTEE: State of Ohio, State Route No. 256, Sections 15.88-16.50	
Easement Book H2, Pages 626-627, recorded 12/17/1951 at 3:00 pm GRANTOR: Frank C. Miller GRANTEE: STATE OF OHIO	HIGHWAY EASEMENT

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

NO defects found

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: FAIRFIELD Township: WALNUT School District: LIBERTY UNION-THURSTON LSD

AUD. PAR. NO(S)	Land 35%	Building 35%	Total 35%	Taxes
049-02544-00	<u>\$16,310.00</u>	<u>\$11,690.00</u>	<u>\$28,000.00</u>	\$739.43/half <u>\$1,478.86/year</u>

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes:  No:   
Comments:

This Title Report covers the time period from 9/16/1980 to 8/24/2020. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 006 -SH1,T1,T2 and presently standing in the name of CHAOS, LLC as the same are entered upon the several public records of FAIRFIELD County.

Date & Time 08/24/2020 @ 4:55 PM (am/pm)

Signed \_\_\_\_\_  
Print Name KIMBER L. HEIM

**UPDATE TITLE BLOCK**

This Title Report covers the time period from Click or tap to enter a date. to Click or tap to enter a date. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) 006 -SH1,T1,T2 and presently standing in the name of **Error! Reference source not found.** as the same are entered upon the several public records of Choose an item. County.

Date & Time \_\_\_\_\_ (am/pm)

Signed \_\_\_\_\_  
Print Name \_\_\_\_\_

Comments from the agent who prepared the Title Update

DIST 05 CRS FAI SR37 06.10

PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
Thomas O. Weidner and Ruth Ann Weidner, husband and wife	CHAOS, LLC	01/05/2017	01/11/2017 @ 3:13pm	OR BK 1729 PGS 1874-1875	\$360.00	WARRANTY DEED
		<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.</p> <p>APN: 049-02544-00</p> <p>Prior Deed Reference: Deed Volume 598, Page 355 Deed Volume 628, Page 248</p>				
Thomas O. Weidner, aka Thomas Oscar Weidner and Ruth Ann Weidner, husband and wife	Thomas O. Weidner and Ruth Ann Weidner, husband and wife	08/24/1994	08/26/1994 @ 1:55pm	DEED VOL 628 PGS 248-250	EXEMPT	SURVIVORSHIP DEED
		<p>PARCEL ONE: Not in acquisition area</p> <p>PARCEL TWO: Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.</p> <p>Prior Deed Reference: Deed Vol 598, Pages 355-356</p> <p>PARCEL THREE: Not in acquisition area.</p>				

OHIO DEPARTMENT OF TRANSPORTATION  
TITLE CHAIN

DIST 05

CRS FAI SR37 06.10

PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Mary Virginia Watson and John C. Watson, wife & husband	Thomas O. Weidner and Ruth Ann Weidner, husband and wife	12/17/1991	12/23/1991 @ 2:59pm	DEED VOL 598 PGS 355-356	\$55.00	GENERAL WARRANTY DEED
		<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.</p> <p>Prior Deed Reference: Mortgage Vol 565, Pages 498-502 (Land Installment Contract)</p>				
Mary Virginia Watson, married	Thomas O. Weidner and Ruth Ann Weidner	11/30/1988	12/06/1988 @ 9:50am	MTG VOL 565 PGS 498-502	N/A	LAND INSTALLMENT CONTRACT
		<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.</p> <p>Land Contract Satisfied 12/17/1991</p> <p>Prior Deed Reference: Deed Vol 499, Pages 847-848</p>				

DIST 05

CRS FAI SR37 06.10

PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Carol Ardrey and Phillip Ardrey, Wife and Husband	Mary Virginia Watson	09/01/1980	09/16/1980 @2:53pm	DEED BK 499 PGS 847-848	\$1.00	Quit Claim Deed
<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>Prior Deed Reference: Deed Vol 499, Page 17</p>						
Wanda Stevens, unremarried widow, Vera O'Conner Chapman and John Chapman, wife & husband, Helen Emswiler, widow, Margaret Knepper and Dale Knepper, wife & husband, Kathleen Barrett and Woodrow Barrett, wife & husband, Ronald Eyman and Alice Eyman, husband & wife	Mary Virginia Watson	08/26/1980	09/16/1980 @ 2:52pm	DEED BK 499 PGS 843-846	\$11.50	Quit Claim Deed
<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>Prior Deed Reference: Deed Vol 499, Page 17</p>						

DIST 05

CRS FAI SR37 06.10

PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Roger Eyman, unmarried	Mary Virginia Watson	09/08/1980	09/16/1980 @ 2:51pm	DEED VOL 499 PGS 841-842	\$1.00	Quit Claim Deed
<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>Prior Deed Reference: Deed Vol 499, Page 17</p>						
Larry Eyman and Dawn Eyman, Husband & Wife	Mary Virginia Watson	08/31/1980	09/16/1980@ 2:50pm	DEED VOL 499 PGS 839-840	\$1.00	Quit Claim Deed
<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>Prior Deed Reference: Deed Vol 499, Page 17</p>						

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PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Stella G. Miller, aka Estella Miller, Estella G. Miller, deceased Probate Case: 43284	Wanda Stevens, Undivided ¼ interest	07/31/1980	08/08/1980 @ 1:10pm	DEED VOL 499 Pages 17-20	EXEMPT	Certificate of Transfer No. 1
	Vera O'Conner Chapman, Undivided ¼ interest Mary Virginia Watson, Undivided 1/12 interest Helen Emswiler, Undivided 1/12 interest Margaret Knepper, Undivided 1/12 interest Kathleen Barrett, Undivided 1/12 interest Ronald Eyman, Undivided 1/12 interest Carol Ardrey, Undivided 1/36 interest Larry Eyman, Undivided 1/36 interest Roger Eyman, Undivided 1/36 interest	<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>Prior Deed References: VOL 183, Pg 218; Vol 229, Pg 434; Vol 334, Pg 343; Vol 335, Pgs 418-436 and Vol 339, Pg 70</p>				
Mary C. Miller Rhoads and Raymond Rhoads, her husband	Estella Miller	01/27/1965	06/15/1965@10:24 am	Deed Vol 339, Pgs 70-72	\$1.10	WARRANTY DEED
		<p>PARCEL ONE: <b>NOT SUBJECT PARCEL</b></p> <p>PARCEL TWO: An undivided 1/14<sup>th</sup> interest of, in and to the following real estate:</p> <p>Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less <b>NOT IN TAKE AREA</b></p> <p>Also a tract of five (5) acres, more or less, situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of this death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345 Certificate of Transfer, Original Deed 183, Page 218</p>				



DIST 05

CRS FAI SR37 06.10

PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Walter L. Miller and Dorothy Miller, his wife	Estella Miller	11/9/1964	01/19/1965 @ 11:45 am	Deed Vol 335, Pages 433-435	\$1.10	WARRANTY DEED
		<p><b>PARCEL ONE: NOT SUBJECT PARCEL</b></p> <p><b>PARCEL TWO:</b> An undivided 1/14<sup>th</sup> interest of, in and to the following real estate: Situating in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less <b>NOT IN TAKE AREA</b></p> <p>Also a tract of five (5) acres, more or less, situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of this death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>				
Franklin D. Miller and E. Louise Miller, his wife	Estella Miller	11/20/1964	01/19/1965 @ 11:44 am	Deed Vol 335, Pages 430-432	\$1.10	WARRANTY DEED
		<p><b>PARCEL ONE: NOT SUBJECT PARCEL</b></p> <p><b>PARCEL TWO:</b> An undivided 1/14<sup>th</sup> interest of, in and to the following real estate: Situating in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less <b>NOT IN TAKE AREA</b></p> <p>Also a tract of five (5) acres, more or less, situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of this death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>				

DIST 05

CRS FAI SR37 06.10

PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Florence E. Miller LaRue and Luther M. LaRue, her husband	Estella Miller	12/12/1964	01/19/1965 @ 11:43 am	Deed Vol 335, Pages 427-429	\$1.10	WARRANTY DEED
<p>PARCEL ONE: <b>NOT SUBJECT PARCEL</b></p> <p>PARCEL TWO: An undivided 1/14<sup>th</sup> interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less <b>NOT IN TAKE AREA</b></p> <p>Also a tract of five (5) acres, more or less, situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of this death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>						
Dollie Miller North and Cecil North II, her husband	Estella Miller	06/11/1964	01/19/1965 @ 11:42 am	Deed Vol 335, Pages 424-426	\$1.10	WARRANTY DEED
<p>PARCEL ONE: <b>NOT SUBJECT PARCEL</b></p> <p>PARCEL TWO: An undivided 1/14<sup>th</sup> interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less <b>NOT IN TAKE AREA</b></p> <p>Also a tract of five (5) acres, more or less, situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of this death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>						

DIST 05

CRS FAI SR37 06.10

PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Daniel M. Miller and Carolyn Miller, his wife	Estella Miller	06/12/1964	01/19/1965 @ 11:41 am	Deed Vol 335, Pages 421-423	\$1.10	WARRANTY DEED
<p><b>PARCEL ONE: NOT SUBJECT PARCEL</b></p> <p><b>PARCEL TWO:</b> An undivided 1/14<sup>th</sup> interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less <b>NOT IN TAKE AREA</b> Also a tract of five (5) acres, more or less, situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of this death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>						
Dottie C. Miller Cook, Unmarried	Estella Miller	06/15/1964	01/19/1965 @ 11:40 am	Deed Vol 335, Pages 418-420	\$1.10	WARRANTY DEED
<p><b>PARCEL ONE: NOT SUBJECT PARCEL</b></p> <p><b>PARCEL TWO:</b> An undivided 1/14<sup>th</sup> interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less <b>NOT IN TAKE AREA</b> Also a tract of five (5) acres, more or less, situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of this death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>						

TRANSFERRED

20170000705  
Filed for Record in  
FAIRFIELD COUNTY, OH  
GENE WOOD, COUNTY RECORDER  
01-11-2017 At 03:13 PM.  
DEED 28.00  
OR Book 1729 Page 1874 - 1875

REAL ESTATE CONVEYANCE

JAN 11 2017

FEE \$360

*John A. Slater, Jr.*  
County Auditor, Fairfield County, Ohio  
EXEMPT # .....  
Warranty Deed - Ohio  
*John A. Slater, Jr.*  
County Auditor, Fairfield County, Ohio

# Know all Men by these Presents

That

*Thomas O. Weidner and Ruth Ann Weidner, husband and wife, of  
County of Fairfield, State of Ohio, for valuable consideration paid, grants with  
general warranty covenants to Chaos, LLC, whose tax mailing address is 6644  
Woolard Road, Pleasantville, OH 43148 the following real property:*

Situated in the Township of Walnut, County of Fairfield and State of Ohio:

Being a part of the Southwest Quarter of Section 20, Township 16, (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.

DESCRIPTION REVIEWED AND APPROVED  
FOR TRANSFER TO DAY, FAIRFIELD COUNTY  
AUDITOR/COUNTY TAX MAPS  
BY LLT DATE 1-11-17  
049-02544-00

Parcel Number: 049-02544-00

Property Address: 8010 Lancaster-Newark Road, Baltimore, Ohio 43105

*Subject to all easements, rights of way, leases, conditions, restrictions, and legal highways, if any, of record. Except for taxes and assessments due and payable after date hereof which the grantees herein assume and agree to pay.*

*GRANTORS do hereby covenant and warrant unto said GRANTEE, the GRANTEE'S heirs, assigns, and successors, that at the time of the delivery of this deed, that the premises are free from all encumbrances, and that the Grantors do warrant and do hereby agree to defend the same to the Grantee, and the Grantee's heirs, assigns and successors, forever, against the lawful claims and demands of all persons.*

*Prior Instrument Reference: Deed Volume 598, Page 355 and Deed Volume 628, Page 248, Recorder's Office, Fairfield County, Ohio.*

Witness Their hands this 5<sup>th</sup> day of January, 2017.

Thomas O. Weidner  
Thomas O. Weidner  
Ruth Ann Weidner  
Ruth Ann Weidner

State of Ohio }  
Franklin County.

ss. Before me, a Notary Public in and for said County and State, personally appeared the above named

Thomas O. Weidner, who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof.



JONATHAN CHASE CLARK  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

hereunto set my hand and official seal, this 5<sup>th</sup> day of January, 2017.

[Signature]  
Notary Public - State of Ohio

State of Ohio }  
Franklin County.

ss. Before me, a Notary Public in and for said County and State, personally appeared the above named

Ruth Ann Weidner, who acknowledged she did sign the foregoing instrument and that the same is her free act and deed.



JONATHAN CHASE CLARK  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

In Testimony Whereof. hereunto set my hand and official seal, this 5<sup>th</sup> day of January, 2017.

[Signature]  
Notary Public - State of Ohio

This instrument prepared by: Jonathan C. Clark  
Clark & Clark and Associates, Attorneys at Law  
130 East Chestnut Street  
Lancaster, Ohio 43130  
(740) 689-9089  
Lanco Title Agency #16-0106

**SURVIVORSHIP DEED**

THOMAS O. WEIDNER, AKA THOMAS OSCAR WEIDNER and RUTH ANN WEIDNER, husband and wife, of Fairfield County, Ohio, for valuable consideration paid, grant, with general warranty covenants, to THOMAS O. WEIDNER and RUTH ANN WEIDNER, husband and wife, for their joint lives, remainder to the survivor of them, whose tax-mailing address is 6405 Fisher Road, Baltimore, Ohio, Fairfield County, the following real property:

PARCEL ONE:

Situated in the County of Fairfield, State of Ohio, and in the City of Lancaster and bounded and described as follows:

TRACT ONE: Located in the Southwest Quarter of Section 25, Township 15, Range 19, and bounded and described as follows: Beginning at the Southeast corner of the 117.38 acre tract as described in the deed to Jacob Keller, see Book 93, Page 332 of the Records of Fairfield County, Ohio, and Survey 3197, Book 9 of the Surveyor's Records; thence West, as called in said deed and survey 13 chains and 56 links to a point in public road; thence North 33-1/2° West as called in said deed and survey 4 chains and 85-1/2 links to an iron pin in the pike; thence East parallel with the South line 16 chains and 45 links to the East line of said 117.38 acre tract; thence South with said line as called the half Section line, 4 chains and 5 links to the place of beginning, containing 6.05 acres, subject to all legal highways.

*Not located in project area*

No dwelling shall be placed on said premises which shall cost less than \$3,000.00.

EXCEPTING THEREFROM, 0.597 acre conveyed to Albert L. and Hazel M. Mohler by deed dated March 25, 1960, and recorded in Volume 294, Page 204 of the Deed Records of Fairfield County, Ohio.

ALSO EXCEPTING, therefrom, 0.685 acre sold to Thomas Oscar Weidner and Ruth Ann Weidner by Land Contract recorded in Volume 291, Page 664 of the Mortgage Records of Fairfield County, Ohio, and being Tract One herein.

Said premises containing 4.76 acres.

Prior Instrument Reference: Volume 538, Page 101.

PARCEL TWO:

Situated in the Township of Walnut, County of Fairfield and State of Ohio:

Being a part of the Southwest Quarter of Section 20, Township 16, (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

*Subject parcel*

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

Being the same premises conveyed by Certificate of Transfer in the Estate of Stella G. Miller, deceased, to Wanda Stevens, et al. dated July 31st, 1980 filed for record August 7, 1980 and recorded in Vol. 499, page 17, Quit Clam Deeds to Mary Virginia Watson, dated August 31st, 1980, September 8th, 1980, August 27th, 1980 and September 1st, 1980, all filed for record on September 15th, 1980 and recorded in Deed Book 499 at pages 839, 841, 843 and 847, Recorder's Office, Fairfield County, Ohio.

The within conveyance being in full satisfaction of a certain land contract dated November 30th, 1988, filed for record December 5th, 1988 at 9:50 A.M. and recorded in Vol. 565 page 498, Mortgage Records, Fairfield County, Ohio.

Excepting all taxes and assessments now and hereafter due and payable and excepting any lien or encumbrance of any kind caused directly or indirectly by any act or default of the said Thomas O. and Ruth Ann Weidner, by reason of or under a land contract purchase agreement dated November 30th, 1988, filed for record December 5th, 1988 and recorded in Vol. 565 page 498, Mortgage Records, Fairfield County, Ohio.

Prior Instrument Reference: Volume 598, page 355.

PARCEL THREE:

Situated in the County of Fairfield, State of Ohio and in the Township of Liberty and bounded and described as follows:

Being a part of the Southwest Quarter of Section No. 35, Township 16, Range 19, and bounded as follows: Beginning at an iron pin at the Northwest corner of the tract herein described, said pin being at the Northwest corner of the Southwest Quarter of said Section NO. 35; thence South 89 degrees, 06 minutes East with the half section line 635.00 feet to an iron pin; thence South 3 degrees, 41 minutes West 370.60 feet to an iron pin; thence South 83 degrees, 10 minutes East passing an iron pin at 769.85 feet, a total distance of 787.65 feet to a nail in the centerline of Fisher Road; thence South 3 degrees 56 minutes West with the centerline of said Fisher Road 20.00 feet to a nail; thence North 83 degrees 10 minutes West passing an iron pin at 19.10 feet, a total distance of 787.65 feet to an iron pin; thence South 3 degrees 41 minutes West 130.66 feet to an iron pin; thence South 80 degrees 33 minutes West 102.72 feet to an iron pin; thence South 4 degrees 33 minutes West 182.90 feet to an iron pin; thence North 67 degrees 36 minutes West 184.50 feet to an iron pin; thence North 74 degrees 36 minutes West 331.95 feet to an iron pin in the section line; thence North 00 degrees 42 minutes East with the said section line 568.34 feet to the place of beginning, containing 8.9 acres, more or less.

Prior Instrument Reference: Volume 548, Page 377.

Each of the grantors hereby releases all rights of dower therein.

IN WITNESS WHEREOF, we, THOMAS O. WEIDNER and RUTH ANN WEIDNER hereunto have set our hands this 24th day of August, 1994.

Signed and acknowledged  
in the presence of us:

James L. Keller  
James L. Keller  
Kathleen E. May  
Kathleen E. May

Thomas O. Weidner  
THOMAS O. WEIDNER  
Ruth Ann Weidner  
RUTH ANN WEIDNER

DESCRIPTION REVIEWED AND APPROVED  
FOR TRANSFER ONLY, FAIRFIELD COUNTY  
AUDITOR/TAX MANAGER  
By: Harj Khat Date 8-25-94  
2-0023-0  
49-02544-0  
21-00809-0

*Not in project area*

State of Ohio  
County of Fairfield

BE IT REMEMBERED, That on this 24th day of August, 1994, before me, the subscriber, a notary public in and for said state, personally came, THOMAS O. WEIDNER and RUTH ANN WEIDNER, the Grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.

*James C. Keller*  
Notary Public James C. Keller  
State of Ohio  
Lifetime Commission

This instrument was prepared by JACKSON, KELLER & ENGLAND, Attorneys at Law, 719 West Market Street, Baltimore, Ohio 43105.

TRANSFERRED

AUG 25 1994

*James P. Reid*  
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE

Fee \$ \_\_\_\_\_

Exempt # EX N

*James P. Reid*  
Auditor, Fairfield County, Ohio

57214

RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 1:55 O'CLOCK  
RECORDED 8-26 1994  
RECORDED Deed VOL 628 PAGE 248

18-

AUG 25 1994

*no 6*

*Gene Wood*  
RECORDER, FAIRFIELD COUNTY, OHIO



## GENERAL WARRANTY DEED

(Statutory Form ORC 5302.05-.06)

We, Mary Virginia Watson and John C. Watson, Wife & Husband

Licking County, Ohio, for valuable consideration

paid, grant(s), with General Warranty covenants, to  
Thomas O. Weidner and Ruth Ann Weidner

whose tax mailing address is 8010A Lancaster-Newark Road, N.E.  
Baltimore, Ohio 43105

the following Real Property: Situated in the Township of  
Walnut County of Fairfield, State of Ohio;

Being a part of the Southwest Quarter of Section 20, Township 16,  
(Walnut), Range 18; bounded and beginning at the Southwest corner  
of said Section 20, being the intersection of the centerlines of  
State Routes 37 and 256; thence North 300.00 feet to a point in the  
centerline of State Route 37; thence North 89 deg. 10' East 453.55  
feet to an iron pipe, passing an iron pipe at 30.00 feet; thence  
South 89 deg. 03' West 300.00 feet to a point in the centerline of  
State Route 256; thence South 89 deg. 10' West 453.30 feet to the  
place of beginning, containing 3.12 acres, more or less.

Subject to all planning, zoning and other governmental land use  
regulations and restrictions, if any, and all easements, leases,  
street and highway rights of way and any and all other conditions  
and restrictions of record, if any.

Being the same premises conveyed by Certificate of Transfer in the  
Estate of Stella G. Miller, deceased, to Wanda Stevens, et al.  
dated July 31st, 1980 filed for record August 7, 1980 and recorded  
in Vol. 499 page 17, Quit Claim Deeds to Mary Virginia Watson,  
dated August 31st, 1980, September 8th, 1980, August 27th, 1980 and  
September 1st, 1980, all filed for record on September 15th, 1980  
and recorded in Deed Book 499 at pages 839, 841, 843 and 847,  
Recorder's Office, Fairfield County, Ohio.

The within conveyance being in full satisfaction of a certain land  
contract dated November 30th, 1988, filed for record December 5th,  
1988 at 9:50 A.M. and recorded in Vol. 565 page 498, Mortgage  
Records, Fairfield County, Ohio.

Excepting all taxes and assessments now and hereafter due and  
payable and excepting any lien or encumbrance of any kind caused  
directly or indirectly by any act or default of the said Thomas O.  
and Ruth Ann Weidner, by reason of or under a land contract  
purchase agreement dated November 30th, 1988, filed for record  
December 5th, 1988 and recorded in Vol. 565 page 498, Mortgage  
Records, Fairfield County, Ohio.

DESCRIPTION REVIEWED AND APPROVED  
FOR TRANSFER ONLY, FAIRFIELD COUNTY  
AUDITOR-TAX MAPS

By *Hog* Date *12-20-91*

49-02549-0

Prior instrument reference: Vol. \_\_\_\_\_ page \_\_\_\_\_ Records, \_\_\_\_\_ County, Ohio.

We Mary Virginia Watson and John C. Watson release all rights of dower in the above described premises.

WITNESS their hands this 17th day of December, 1991.

Signed & acknowledged in presence of:

Doris J. Watson  
[Signature]

Mary Virginia Watson  
Mary Virginia Watson  
[Signature]  
John C. Watson

88505

State of OHIO County of LICKING, SS:

Before me, a notary public, in and for said County, personally appeared the above named Mary Virginia Watson and John C. Watson, Wife and Husband, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Pataskala, Ohio, this 17th day of December, 1991.

[Signature]

This instrument prepared by:  
Howard G. Robinson, Co. L.P.A.  
Pataskala, Ohio 43062

HOWARD G. ROBINSON  
ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Has No Expiration Date  
Sec. R.C. 147.03 Rev. Code of Ohio



**TRANSFERRED**  
DEC 20 91  
[Signature]  
County Auditor, Fairfield County, Ohio  
REAL ESTATE CONVEYANCE  
Fee \$ 55.00  
Exempt #  
[Signature]  
Auditor, Fairfield County, Ohio

88505

RECEIVED IN FAIRFIELD COUNTY OHIO  
2:59 O'CLOCK P.M.  
RECORDED Dec 23 1991  
RECORD BOOK VOL 578 PAGE 356

10- DEC 20 1991 ND  
[Signature]  
Recorder - Fairfield County, Ohio

18-16-20

Thomas...  
Kelli...

LAND INSTALLMENT CONTRACT

This Contract made and entered into by and between

Mary Virginia Watson, married  
266 South Main Street, Pataskala, Ohio 43062

hereinafter referred to as Seller, and

Thomas O. Weidner and Ruth Ann Weidner  
8010A Lancaster-Newark Rd, N.E., Baltimore, Ohio 43105

hereinafter referred to as Buyer.

The Seller agrees to sell and convey and the Buyer agrees to purchase and pay for, upon and under the following provisions, terms and conditions, the following described real estate and appurtenances, situated in the State of Ohio, County of Fairfield, and in the Township of Walnut further described as follows, to-wit:

Being a part of the Southwest Quarter of Section 20, Township 16, (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89° 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0° 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89° 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

Being the same premises conveyed by Certificate of Transfer in the Estate of Stella G. Miller, deceased, to Wanda Stevens, et al, dated July 31st, 1980 filed for record August 7th, 1980 and recorded in Vol. 499 page 17, Quit Claim Deeds to Mary Virginia Watson, dated August 31st, 1980, September 8th, 1980, August 27th, 1980 and September 1st, 1980, all filed for record on September 15, 1980 and recorded in Deed Book 499 at pages 839, 841, 843 and 847, Recorder's Office, Fairfield County, Ohio.

RECORDED  
INDEXED  
9/15 12/5/88

Both First Party and Second Party agree that as a part of the execution of the within land contract, both parties are released from all terms, conditions and obligations under a lease between Estella Miller and Thomas O. Weidner, dated September 7th, 1986, and recorded in Lease Records Vol. 58 page 330, Lease Records, Fairfield County, Ohio, and upon execution hereof, the lease be and hereby is cancelled and both parties released from all obligations thereunder.

This land contract is for land only as grantee are presently the owners of all buildings and improvements thereon.

Upon full payment, First Party will convey said land to the Second Party free and clear of all encumbrances except taxes and assessments now a lien on said premises, if any, and all liens and encumbrances incurred by the Grantee as Lessee and/or purchaser under the within land contract.

1. PRICE AND PAYMENT: The Buyer shall pay Seller for the premises in the sum of Fifty-five thousand and 00/100----- Dollars payable as follows:

(a) The sum of One Thousand and 00/100----- (\$1,000.00)----- Dollars upon the execution hereof, receipt of which Seller acknowledges.

(b) Additional charges or fees for services which are includable in this contract but separate from the contract price:

Buyer to pay for costs of preparation of land contract and recording fees.

(c) The balance in the sum of Fifty-four Thousand 00/100--\$54,000.00)--- Dollars together with interest on unpaid balances, as follows:

Eighteen Thousand Dollars --(\$18,000.00) principal plus accrued interest to date on the 30th day of November, 1989 and a like amount on the 30th day of November, 1990 and a like amount on the 30th day of November, 1991.

(d) Interest on unpaid balances due hereon shall be ten (10%) per annum adjusted annually. On the last day of each such period the amount paid in excess of interest due up to said time shall be deducted from the principal and the remainder shall be the new principal for the succeeding period.

(e) ~~After the day of 19 the Buyer may at his option pay additional sums on principal without penalty.~~  
No prepayment without penalty.

(f) Upon default by Buyer of any of the conditions herein, Seller may at his option and without notice to Buyer increase the interest rate payable therein to ( 15 %) per annum.

(g) Installments due hereunder shall be paid at such place in Licking County, Ohio, as Seller shall designate, and time is of the essence in the payment thereof.

2. FEES AND SERVICES: There are no additional charges or fees for services which are includable in the contract. Both Buyer and Seller have or will pay their respective share of all expenses such as contract preparation, closing, title search, etc.

3. POSSESSION: Buyer shall have possession of the premises from the 30th day of November 19 88 , until the condition or conditions of this contract are broken. (Buyer presently in possession as lessee)

4. TAXES AND UTILITIES: Buyer shall pay the cost of all utilities serving the premises and pay all taxes and assessments of every kind that may become due or payable on the premises beginning with the December, 1988 collection, and thereafter. Buyer has been previously under a lease agreement and has been responsible for all taxes and utilities.

If Buyer fails to do so, Seller may pay such utilities, taxes and assessments for the account of Buyer and the same shall become a part of the indebtedness due under this agreement and shall be paid by Buyer to Seller on the first installment date after the Seller notifies Buyer of such payment.

5. MAINTENANCE AND INSURANCE: Buyer shall keep the premises herein in as good a condition and repair as they now are, ordinary wear and tear excepted. Buyer shall make no change or alteration to the premises without prior written consent of Seller, which consent shall be not unreasonably withheld. If Buyer fails to maintain and repair said premises, as herein provided, Seller may, at his option after giving Buyer 30 days written notice, enter

upon said premises and make such repairs as may be necessary or proper to keep said buildings in good condition and repair at the Buyer's expense and such expense shall immediately become a part of the indebtedness due under this agreement.

Buyer at his cost shall insure the premises against risk of loss covered by fire and extended coverage insurance during the continuance of this agreement in a company or companies acceptable to Seller, in the amount equal to the unpaid balance due hereunder with losses, if any, payable to Seller and Buyer as their respective interests appear. Such policy or policies shall be delivered to Seller. If Buyer fails to maintain such an insurance, Seller may, at his option, insure the premises at the Buyer's expense and such expense shall immediately become a part of the indebtedness due under this agreement.

6. ASSIGNMENT: Buyer shall not assign, encumber or transfer his interest under this contract without the written consent of the Seller. Buyer shall not create, permit or suffer any liens or encumbrances (except real estate taxes and assessments which may be a lien but not yet due and payable) against the premises.
  7. MORTGAGE AND ENCUMBRANCES: There are presently no encumbrances against the property, except the lien of not overdue installments of real estate taxes and assessments, except  

NONE
- Seller may mortgage the premises, but Seller shall keep any mortgage thereon in good standing and a mortgage indebtedness shall not exceed the balance due on this contract. Buyer, may at his option, cure any default of Seller's mortgage, and all sums so conveyed by Buyer shall be credited by Seller as payment on this contract.
8. TITLE EVIDENCE: Seller shall furnish a general warranty deed as set forth in this agreement, and in accordance with the prevailing custom of the County of Fairfield, Ohio, the Seller shall furnish no evidence of title, any evidence of title will be at buyers costs.
  9. RECORDING: The Seller shall cause a copy of this contract to be recorded as required by law. The cost of recording at prevailing rates shall be borne by the Buyer.
  10. ORDERS OF PUBLIC AGENCIES: There is no pending order of any public agency against the premises.
  11. DEED: When the price has been paid in full, the Seller shall convey to the Buyer, a good and merchantable title in fee simple to the premises by a transferable and recordable general warranty deed, with release of dower, free and clear of all liens and encumbrances, except (1) those created by or assumed by the Buyer; (2) those specifically set forth in this contract; (3) zoning ordinances; (4) legal highways; and (5) restrictions, conditions and utility easements of record created or reserved as part of a general plan in and for the subdivision in which said property is located.
  12. DEFAULT: If Buyer shall fail to pay any of said installments of purchase money or interest when the same becomes due or within thirty (30) days thereafter, or shall fail to pay any of said taxes or assessments when the same are due and payable, or shall fail to insure said building or shall fail to comply with any of the terms and conditions hereof, then all of the installments and amounts remaining unpaid shall immediately become due and payable, and Seller may, at his option, proceed to terminate this agreement as provided by law. Failure or delay of Seller to seek termination of this agreement because of any default shall not operate as a waiver by Seller of the right to seek such termination in the event of any subsequent or other default of Buyer.

If a receiver is appointed for Buyer, or if Buyer becomes bankrupt or makes an assignment for the benefit of creditors, or should any action or proceeding be filed in any court to enforce any lien on, claim against, or interest in the premises seeking to reach the interest of Buyer herein, the unpaid balance of this contract together with interest and other charges thereon shall at once become due and payable at the option of Seller.

Seller's remedies provided herein are not exclusive and Seller at his election may pursue all other remedies whether legal or equitable.

- 13. INSPECTION OF PREMISES: Seller shall have the right to make periodical inspections of said real estate and all buildings thereon at any reasonable time and at any reasonable interval.
- 14. GENERAL PROVISIONS: Buyer has examined the premises and is to rely solely upon such examination with reference to condition, character and size of the land and improvement thereon.

As used herein the terms "Seller" and "Buyer" include respectively, all persons signing the contract in the capacity so stated, and his respective heirs, successors, and assigns and all obligations of each party hereto are joint and several.

Each party hereto shall be bound irrespective of prior negotiation contemplating binding other parties not signatory hereto and the release of a party hereto shall not release other parties hereto.

The joinder of Seller's spouse in this instrument shall in no manner be interpreted to convey or otherwise transfer to the other spouse any interest in the real estate or proceeds therefrom not presently owned by each respective spouse.

This contract shall be governed by the laws of the State of Ohio.

Each fully executed copy hereof shall be deemed to be an original hereof.

IN WITNESS WHEREOF, THE Sellers have hereunto set their hands this 30th day of November, 19 88, and the Buyers have hereunto set their hands this 30th day of November, 19 88.

Signed in the presence of:

<u>Doris J. Watson</u>	<u>Mary Virginia Watson</u> Mary Virginia Watson Seller
<u>[Signature]</u>	<u>John C. Watson</u> John C. Watson Seller
<u>Doris J. Watson</u>	<u>Thomas O. Weidner</u> Thomas O. Weidner Buyer
<u>[Signature]</u>	<u>Ruth Ann Weidner</u> Ruth Ann Weidner Buyer

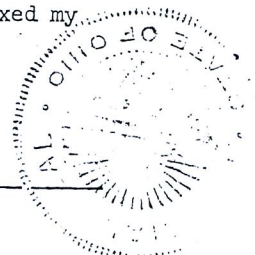
STATE OF OHIO, COUNTY OF LICKING, SS:

On this 30th day of November, 1988, before me, a Notary Public in and for said County, personally appeared the above named Mary Virginia Watson and John C. Watson, her husband Seller s, in the foregoing Land Contract, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

*Howard G. Robinson*

HOWARD G. ROBINSON, ATT'Y AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires: No expiration Date  
Sec. 147.01 Rev. Code Of Ohio



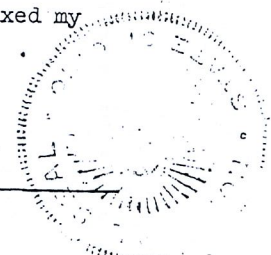
STATE OF OHIO, COUNTY OF LICKING, SS:

This 30th day of November, 1988, before me, a Notary Public in and for said County, personally appeared the above named Thomas O. Weidner and Ruth Ann Weidner, Husband & Wife Buyer s, in the foregoing Land Contract, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

*Howard G. Robinson*

HOWARD G. ROBINSON, ATT'Y AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires: No expiration Date  
Sec. 147.01 Rev. Code Of Ohio



This instrument prepared by:  
Howard G. Robinson, Co. L.P.A.  
Pataskala, Ohio 43062

41886

RECEIVED in Fairfield County, Ohio  
at 9:50 o'clock A.M.  
RECORDED DEC 6 1988  
RECORD 016 VOL 565 PAGE 498

16-

DEC 5 1988

*Gene Wood*  
Recorder in Fairfield County, Ohio

The conditions of the within land contract having been satisfied in full, we hereby cancel and release the same this 17th day of December, 1991.  
Mary Virginia Watson, seller  
John C. Watson, seller  
Thomas O. Weidner, buyer  
Ruth Ann WEidner, buyer

Copied from the original land contract this 2nd day of January, 1992.  
Attest: Gene Wood, R.F.C.  
By: *Jandra Slonaker* Deputy

*Mail: Howard Robinson  
P.O. Box 70  
Pataskala, Ohio  
43062*

# Quit-Claim Deed

**I (We)** Carol Ardrey and Phillip Ardrey, Wife & Husband (1), of

County, Ohio for valuable consideration paid, grant(s) to

Mary Virginia Watson

whose tax-mailing address is

the following Real Property: Situated in the Township (2) of Walnut

County of Fairfield, and State of Ohio: (3)

Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89°10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0°-03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89°-10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

For reference see Vol. 335 page 418; Vol. 335 page 421; Vol. 335 page 424; Vol. 335 page 427; Vol. 335 page 430; Vol. 335 page 433 and Vol. 339 page 70, Deed Records, Fairfield County, Ohio.

Being the same premises conveyed by Certificate of Transfer in the estate of Stella G. Miller, deceased, to Wanda Stevens, et al. dated July 31st, 1980 filed for record on August 7th, 1980 @ 1:10 P.M. and recorded in Vol. 499 page 17, Deed Records, Fairfield County, Ohio.

Subject to a lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, for the full term of 4 years ending 1969 and with a option to renew for a term of 20 years, dated September 7th, 1965 and recorded in Vol. 58 page 330, Lease Records.

DESCRIPTION APPROVED FOR TRANSFER  
P.C. NO. FAIRFIELD CO. ENGR. LEON E. WOLFORD  
DATE 9/15/80

Prior Instrument Reference: Vol. Page of the Deed Records of County, Ohio

**I (We)** Carol Ardrey and Phillip Ardrey, Wife & Husband  
release all rights of dower in the above described premises.

Witness their hand(s) this / day of Sept 1980.

Signed and acknowledged in the presence of:

Witness: Joan L. Love, Carol Ardrey, Phillip Ardrey, Marc Watson

State of Ohio, } ss Before me, a notary public, in and for said County, personally appeared the Licking County, } above named Carol Ardrey and Phillip Ardrey, Wife & Husband who acknowledged that they did sign the forgoing instrument, and that the same is their free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at Pataskala, Ohio

this / day of Sept 1980. This instrument prepared by Howard G. Robinson, Co. L.P.A. Pataskala, Ohio 43062

Notary Public: Joan L. Love, Notary Public, State of Ohio, My Commission Expires Sept. 9, 1983

REAL ESTATE CONVEYANCE Fee \$ Exempt #

SEP 15 1980 Auditor's and Recorder's Stamps James P. Reid Auditor, Fairfield County, Ohio



SON 26685

11/1/80

# Quit-Claim Deed

CAROL ARDREY  
Phillip ARDREY

TO

MARY V. WATSON

Transferred \_\_\_\_\_ 19\_\_

COUNTY AUDITOR

State of Ohio

County of \_\_\_\_\_ \$55

Received for Record in the  
RECEIVED  
COUNTY, OHIO

day of \_\_\_\_\_ 19\_\_

at \_\_\_\_\_

and Recorded \_\_\_\_\_ 19\_\_ in  
Deed Book SEP 15 1980 Page

*R. M. Zollinger*

Recorders  
Fairfield County  
Langster, Ohio 43130

18-16-20

# Know all Men by these Presents

That,

Wanda Stevens, unmarried widow  
Vera O'Conner Chapman and John Chapman, Wife & Husband  
Helen Emswiler, widow  
Margaret Knepper and Dale Knepper, Wife & Husband  
Kathleen Barrett and Woodrow Barrett, Wife & Husband  
Ronald Eyman and Alice Eyman, Husband & Wife

for divers good causes and considerations thereunto moving, and especially for the sum of One Dollar and Other Valuable Considerations <sup>the Grantors,</sup> ~~\_\_\_\_\_ Dollars (\$ 1.00 et al )~~ received to their full satisfaction of

Mary Virginia Watson

<sup>the Grantee,</sup> have Given, Granted, Remised, Released and Forever Quit-Claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantee <sup>her</sup> ~~\_\_\_\_\_ heirs and assigns forever,~~ all such right and title as they <sup>the said grantors,</sup> have or ought to have in and to the following described piece or parcel of land, situated in the Township of Walnut County of Fairfield and State of Ohio:

Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89°-10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0° 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89°-10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

For reference see Vol. 335, page 418; Vol. 335, page 421; Vol. 335, page 424; Vol. 335 page 427; Vol. 335 page 430; Vol. 335 page 433 and Vol. 339 page 70, Deed Records, Fairfield County, Ohio.

Being the same premises conveyed by Certificate of Transfer in the estate of Stella G. Miller, deceased, to Wanda Stevens, et al., dated July 31st, 1980 filed for record on August 7th, 1980 @ 1:10 P.M. and recorded in Vol. 499 page 17 Deed Records, Fairfield County, Ohio.

Subject to a lease for the full term of 4 years ending 1969 with option to renew for a term of 20 years, dated September 7th, 1965 recorded in Vol. 58 page 330 by Estella Miller, Lessor and Thomas O. Weidner, Lessee.

DESCRIPTION APPROVED FOR TRANSFER

DATE 9/15/80  
PCL NO. FAIRFIELD CO. ENGR. LEON E. WOLFORD

REAL ESTATE CONVEYANCE  
Fee \$ 11<sup>50</sup>  
Exempt # \_\_\_\_\_

TRANSFERRED

SEP 15 1980

*James P. Reid*  
Auditor, Fairfield County, Ohio

*James P. Reid*  
County Auditor, Fairfield County, Ohio

To Have and to Hold the premises aforesaid, with the appurtenances thereunto  
belonging to the said grantee, her heirs and assigns,  
so that neither the said grantor nor their heirs, nor any other persons  
claiming title through or under them, shall or will hereafter claim or  
demand any right or title to the premises, or any part thereof; but they and every one  
of them shall by these presents be excluded and forever barred.

And for valuable consideration

Wanda Stevens, unremarried widow  
Vera O'Conner Chapman and John Chapman, Wife & Husband  
Helen Emswiler, widow  
Margaret Knepper and Dale Knepper, Wife & Husband  
Kathleen Barrett and Woodrow Barrett, Wife & Husband  
Ronald Eyman and Alice Eyman, Husband & Wife

do hereby remise, release and forever quit-claim unto the said grantee, her heirs and assigns, all their respective right and expectancy of Power in the above described premises.

In Witness Whereof, they have hereunto set their hands, the day of , in the year of our Lord one thousand nine hundred and eighty

Signed and acknowledged in presence of

Joan L. Love  
J.M.C. Watson  
K. M. Thompson  
Witnesses to signature of 1, 2 & 3

- X Wanda Stevens (1)
- X Vera O'Conner Chapman (2)
- X John Chapman (3)
- X Helen Emswiler (4)
- X Margaret Knepper (5)
- X Dale Knepper (6)
- X Kathleen Barrett (7)
- X Woodrow Barrett (8)
- X Ronald Eyman (9)
- X Alice Eyman (10)

Witnesses to signature of 4, 5, 6, 7, 8, 9, 10

Joan L. Love  
J.M.C. Watson

The State of Ohio, }  
LICKING County, } SS. Before me, a notary public, in and for said County and State, personally appeared the above named

Wanda Stevens, unremarried widow  
Vera O'Conner Chapman and John Chapman, Wife-& Husband

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



In Testimony Whereof, I have hereunto set my hand and official seal, at Pataskala, Ohio this 26 day of August A. D. 19 80.

Joan L. Love  
JOAN L. LOVE Public  
Notary Public, State of Ohio  
My Commission Expires Sept. 9, 1983

This instrument prepared by

STATE OF OHIO, COUNTY OF SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named

Helen Emswiler, widow  
Margaret Knepper and Dale Knepper, Wife & Husband  
Kathleen Barrett and Woodrow Barrett, Wife & Husband  
Ronald Eyman and Alice Eyman, Husband & Wife

who acknowledged that they did sign the foregoing instrument and that the same are their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official at Ohio, this 27 day of August 1980.

*Joan L. Love*  
JOAN L. LOVE  
Notary Public, State of Ohio  
My Commission Expires Sept. 9, 1983

This instrument prepared by Howard G. Robinson, Co. L.P.A.  
Pataskala, Ohio 43062

170 26684

**Quit-Claimed**

\_\_\_\_\_ *WJ*

Wanda Stevens,  
et al.

**TO**

Mary Virginia Watson

\_\_\_\_\_

Transferred \_\_\_\_\_ 19 \_\_\_\_\_

COUNTY AUDITOR

State of Ohio

County of Lucas IN FAIRFIELD COUNTY, OHIO

RECEIVED FOR RECORD

day of RECORDED SEP 15 1980

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

and Recorded SEP 15 1980 19 \_\_\_\_\_ in

Deed Book Page

*Ray M. Zelling*

RECORDER - FAIRFIELD COUNTY RECORDER  
LANCASTER, OHIO 43130

Recorders Fee \$ \_\_\_\_\_

18-16-20

# Quit-Claim Deed

~~I (We)~~ Roger Eyman, unmarried

(1), of

County, Ohio for valuable consideration paid, grant(s) to  
Mary Virginia Watson REAL ESTATE CONVEYANCE

whose tax-mailing address is

Fee \$ 1.00

the following Real Property: Situated in the Township (2) of Walnut

Exempt # \_\_\_\_\_

County of Fairfield, and State of Ohio: (3)

*James P. Reid*

Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut) Fairfield County, Ohio 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89°-10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0°-03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89°-10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

Subject to all planning, zoning and other governmental land use regulations and restrictions, -if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of records, if any.

For reference see Vol. 335 page 418; Vol. 335 page 421; Vol. 335 page 424; Vol. 335 page 427; Vol. 335 page 430; Vol. 335 page 433 and Vol. 339 page 70, Deed Records, Fairfield County, Ohio.

Being the same premises conveyed by Certificate of Transfer in the Estate of Stella G. Miller, deceased, to Wanda Stevens, et al. dated July 31st, 1980, filed for record on August 7, 1980 @ 1:10 P.M. and recorded in Vol. 499 page 17, Deed Records, Fairfield County, Ohio.

Subject to a lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, for the full term of 4 years ending 1969 and with a option to renew for a term of 20 years, dated September 7th, 1965 and recorded in Vol. 58 page 330, Lease Records.

DESCRIPTION APPROVED F.R. TRANSFER  
DATE 9/15/80  
FAIRFIELD CO. ENGR. LEON E. WOLFORD  
# *Wang*

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

**TRANSFERRED**

SEP 15 1980

~~I (We)~~ release all rights of dower in the above described premises.

*James P. Reid*  
County Auditor, Fairfield County, Ohio  
day of *September* 1980

Witness his hand(s) this *Sept 8*

Signed and acknowledged in the presence of:

*Joan L. Love*  
Witness

*Roger Eyman*  
Roger Eyman (4)

*Mary C. Watson*  
Witness

State of Ohio, } ss Before me, a notary public, in and for said County, personally appeared the  
Licking County, } above named Roger Eyman, unmarried

who acknowledged that he did sign the forgoing instrument, and that the same is his free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at Pataskala, Ohio

this *Eighth* day of *September* A.D., 1980.

This instrument prepared by  
Howard G. Robinson, Co. L.P.A.  
Pataskala, Ohio 43062

*Joan L. Love*  
Notary Public  
JOAN L. LOVE  
Notary Public, State of Ohio  
My Commission Expires Sept. 9, 1993

1. Name of Grantor(s) and marital status.
2. Village, Township, or City.
3. Description of land or interest therein, and encumbrances, exceptions, taxes and assessments, if any.
4. Execution in accordance with Chapter 5301 of the Ohio Revised Code.

Auditor's and Recorder's Stamps

See 26683 *Buy*

# Quit-Claim Deed

Roger Eyma

TO

MARY V. WATSON

Transferred \_\_\_\_\_ 19\_\_

COUNTY AUDITOR

State of Ohio

County of \_\_\_\_\_ \$5

Received for Record on the  
RECEIVED IN FAIRFIELD COUNTY, OHIO

day of \_\_\_\_\_ 19\_\_  
RECORDED \_\_\_\_\_ 19\_\_  
RECORDED IN VOL. 499 PAGE 841

and Recorded \_\_\_\_\_ in  
Deed Book SEP 15 1980 Page \_\_\_\_\_

*Ray M. Zellinger*  
Recorders - FAIRFIELD COUNTY  
LANCASTER, OHIO 43130

18-16-20

# Quit-Claim Deed

~~XX~~ **I (We)** Larry Eyman and Dawn Eyman, Husband & Wife <sup>(1)</sup>, of  
**County, Ohio** for valuable consideration paid, grant(s) to

Mary Virginia Watson

whose tax-mailing address is

the following **Real Property**: Situated in the Township <sup>(2)</sup> of Walnut

**County** of Fairfield, and **State of Ohio**: <sup>(3)</sup>

Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89°-10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0°03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89° 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

For reference see Vol. 335 page 418; Vol. 335 page 421; Vol. 335 page 424; Vol. 335 page 427; Vol. 335 page 430; Vol. 335 page 433 and Vol. 339 page 70, Deed Records, Fairfield County, Ohio.

Being the same premises conveyed by Certificate of Transfer in the estate of Stella G. Miller, deceased, to Wanda Stevens, et al. dated July 31st, 1980 filed for record on August 7th, 1980 @ 1:10 P.M. and recorded in Vol. 499 page 17, Deed Records, Fairfield County, Ohio.

Subject to a lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, for the full term of 4 years ending 1969 and with a option to renew for a term of 20 years, dated September 7th, 1965 and recorded in Vol. 58 page 330, Lease Records.

Prior Instrument Reference: Vol. Page of the Deed Records of County, Ohio

~~XX~~ **I (We)** Larry Eyman and Dawn Eyman, Husband & Wife  
release all rights of dower in the above described premises.

Witness their hand(s) this 31 day of August 1980.

Signed and acknowledged in the presence of:

Witness: Joy L. Love X Larry Eyman  
Witness: Mary C. Watson X Dawn Eyman  
Dawn Eyman <sup>(4)</sup>

State of Ohio, } ss Before me, a notary public, in and for said County, personally appeared the  
LICKING County, } above named Larry Eyman and Dawn Eyman, Husband & Wife

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

In Testimony Whereof I have hereunto set my hand and official seal, at Pataskala, Ohio.

This instrument prepared by this 31 day of August A.D. 1980  
Howard G. Robinson, Co. L.P.A.  
Pataskala, Ohio 43062  
Notary Public: Joy L. Love  
JOAN E. LOVE  
Notary Public, State of Ohio  
My Commission Expires Sept. 9, 1983

REAL ESTATE CONVEYANCE  
Fee \$14  
Exempt of

SEP 15 1980 Auditor's and Recorder's Stamps  
James P. Reid  
Auditor, Fairfield County, Ohio  
James P. Reid  
County Auditor, Fairfield County, Ohio  
VOL 499 PAGE 839

DESCRIPTION ACCORDING TO F. R. K...  
PCL NO. 9/15/80  
DATE 9/15/80  
FAIRFIELD CO. ENGR. LEON E. WOLFORD



26682

(4) *copy 315*  
*WATERLOO Ohio*  
*43062*

# Quit-Claim Deed

HARRY EYMAN  
DAWN EYMAN

TO

MARY V. WATSON

Transferred \_\_\_\_\_ 19 \_\_\_\_\_

COUNTY AUDITOR

State of Ohio

County of \_\_\_\_\_ 55

Received for Record in Fair  
REC'D COUNTY, OHIO

day of *21<sup>st</sup>* *10* O'CLOCK *P*

at *SEP-16-1989* *10:50*

and Recorded \_\_\_\_\_ 19 \_\_\_\_\_ in

Deed Book SEP 15 1989 Page

*R. M. Bell* COUNTY RECORDER

Recorders RECORDER - FAIRFIELD COUNTY  
LANCASTER, OHIO 43130

15-16-20

PROBATE COURT OF Fairfield COUNTY, OHIO

ESTATE OF Stella G. Miller, DECEASED

Case No. 43284 Docket 25 Page 393

Page 1 of 4 Pages

CERTIFICATE OF TRANSFER  
Revised Code, Sec. 2113.61

TRANSFERRED

NO. One

AUG 7 1980

Decedent died on January 21st., 1980, *James P. Reid* County Auditor for the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate so Passing
Wanda Stevens	295 Tappan Street, Apt. B Columbus, Ohio 43201	Undivided one-fourth interest
Vera O'Conner Chapman	752 North Park Street Columbus, Ohio 43215	Undivided one-fourth interest
Mary Virginia Watson	266 Main Street, P.O. Box 315 Pataskala, Ohio 43062	Undivided one-twelfth interest
Helen Emswiler	1200 Pike Street Etna, Ohio 43018	Undivided one-twelfth interest
Margaret Knepper	104 Williard Drive Pickerington, Ohio 43147	Undivided one-twelfth interest
Kathleen Barrett	7365 East Rich Reynoldsburg, Ohio 43068	Undivided one-twelfth interest
Ronald Eyma	Morris Road Alexandria, Ohio 43001	Undivided one-twelfth interest
Carol Ardrey	7531 Reading Twp. Road 2 N.W. Thornville, Ohio 43076	Undivided one-thirty-sixth interest
Larry Eyma	1400 Leonard Road N.W. Baltimore, Ohio 43105	Undivided one-thirty-sixth interest
Roger Eyma	2611 North 69th. Street Scottsdale, Arizona 85257	Undivided one-thirty-sixth interest

1/4  
1/4  
1/12  
1/12  
1/12  
1/12  
1/12  
1/36  
1/36  
1/36

25563

Fee \$ \_\_\_\_\_  
Exempt # N

700

RECEIVED IN FAIRFIELD COUNTY, OHIO  
at 1:19 O'CLOCK P.M.  
RECORDED AUG 8 1980  
Seal 499 17

*James P. Reid*  
Auditor, Fairfield County, Ohio

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ \_\_\_\_\_ in favor of decedent's surviving spouse, \_\_\_\_\_ in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

*Ray M. Zollinger*  
RECORDER - FAIRFIELD COUNTY  
LANCASTER, OHIO 43130

18-16-20

Page 2 of 4 Pages

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary. If decedent's interest was a fractional share, be sure to so state]:

The following Real Estate, situate in the Township of Walnut, County of Fairfield and State of Ohio and bounded and described as follows:

Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89°-10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0°-03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89°-10' West 453.30 feet to the place of beginning; containing 3.12 acres more or less.

Subject to all legal rights-of-way of record.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is had to the Certificate for Transfer of Real Estate from the Estate of Frank C. Miller, Deceased, to Estella Miller, Florence E. Miller LaRue, Franklin D. Miller, Daniel M. Miller, Dollie Miller North, Dottie C. Miller Cook, Mary C. Miller Rhoads and Walter L. Miller and recorded in Volume 334, Page 343, Deed Records, Fairfield County, Ohio.

Reference is also had to Volume 335, Page 418; Volume 335, Page 421; Volume 335, Page 424; Volume 335, Page 427; Volume 335, Page 430; Volume 335, Page 433; and Volume 339, Page 70, Deed Records, Fairfield County, Ohio.

Said real estate is subject to the following:

DESCRIPTION APPROVED FOR TRANSFER

PCL NO.

DATE: 7/5/80

FAIRFIELD CO. ENGR. LEON E. WOLFORD

By: *Harry Shors*

July 31, 1980  
Date Issued

/s/ S. Farrell Jackson  
Probate Judge

This instrument prepared by Judson C. Kistler, Attorney at Law.

AUTHENTICATION

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.

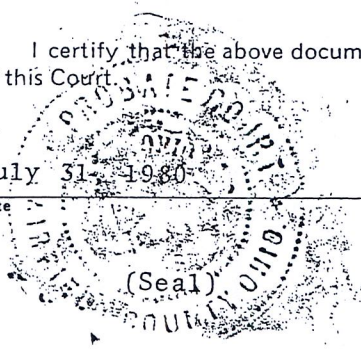
July 31, 1980

Date

S. Farrell Jackson

Probate Judge/Clerk

By: *Rebecca L. Williams*  
Deputy Clerk



PROBATE COURT OF Fairfield COUNTY, OHIO

ESTATE OF Stella G. Miller DECEASED

Case No. 43284 Docket 25 Page 393

Page 3 of 4 Pages

"LEASE Vol. 58 Page 330

This instrument of lease witnesseth: That Estella Miller of Walnut Township, Fairfield County, Ohio, the lessor, in consideration of rents and covenants hereinafter stipulated, to be paid and performed by Thomas O. Weidner of R. F. D. #3, Lancaster, Ohio, the lessee, do hereby grant, demise, let and lease unto the said lessee, the following described premises, to-wit:

Situated in the State of Ohio, County of Fairfield and Township of Walnut, bounded and described as follows:

Being a part of the Southwest Quarter of Section 20, Township 16, Range 15, bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89° 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0° 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89° 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

Subject to all legal rights of way of record.

To have and to hold the same unto the said lessee for and during the full term of 4 years from the 1st day of October, 1965, until the 1st day of October, 1969.

Yielding and payable therefor, during the term aforesaid, the yearly rent of \$120.00, payable in equally yearly installments on the 1st day of October of each and every year in advance, and the further payment of all real estate taxes charged against said premises as the same become due during the term of this lease.

Said lessor hereby grants unto said lessee the option to renew this lease for a term of 20 years, commencing on the expiration of the term aforesaid on the same terms and conditions herein contained, for a yearly rental of \$120.00, payable in advance, under and subject to all the other covenants, terms, and provisions of this lease.

Said lessor further agrees that said lessee, his legal representatives, heirs, or assigns, may remove any buildings or equipment erected or constructed on the premises herein leased, by the said lessee, his heirs or assigns, at the termination of this lease, or in the event of the death of said lessee.

It is further mutually covenanted and agreed by and between the parties hereto that this lease, and all the terms, provisions, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, legal representatives, and assigns of the lessor, and the executors, administrators, heirs and assigns of the lessee.

Said lessor, for herself and for her heirs, executors, administrators, and assigns, covenants and agrees with said lessee, his legal representatives, heirs and assigns, that said lessee, paying the rents, and keeping the covenants of this lease, on his part to be kept and performed, shall lawfully, peacefully, and quietly hold said premises during said term, without any hindrance, ejection, or molestation by said lessor, or her heirs, or any person or persons lawfully claiming underher.

Signed in duplicate this 7th day of September, 1965.

In the presence of:

/s/ Donald C Miller

/s/ Estella Miller  
(Estella Miller)

/s/ Cynthia L. Graf

/s/ Thomas O. Weidner  
(Thomas O. Weidner)

State of Ohio, County of Fairfield, ss:

Before me, a Notary Public, in and for said State, personally appeared Estella Miller, the lessor, and Thomas O. Weidner, the lessee, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Lancaster, Ohio, this 7th day of September, 1965.

/s/ Donald C. Miller  
Notary Public, State of Ohio.

SEAL

This instrument prepared by: Miller and Barnes, Attorneys.

93019 Reg  
RECEIVED In Fairfield  
County, Ohio  
At 10:46 o'clock am  
Recorded Sept-10 1965  
Record Lease Vol. 58 Page 330  
SEP 8 1965  
Rex M. Zollinger,  
Recorder  
Fairfield County  
Lancaster, Ohio

Vol. 58 Page 331

25563 KESTLE N

# Know all Men by these Presents

That **Mary C. Miller Rhoads and Raymond Rhoads, her husband,**-----

*in consideration of* the sum of One Dollar (\$1.00) and other valuable consideration,-----

to them *paid by* **Estella Miller,**-----

Whose address is: 160 Pershing Drive, Lancaster, Ohio,-----

*the receipt whereof is hereby acknowledged, do hereby* **Grant, Bargain,  
Sell and Convey** *to the said* **Estella Miller,**-----

-----her *heirs and assigns forever,*

the following described real estate:

**Parcel One:**

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

**Parcel Two:**

An undivided one-fourteenth interest of, in and to the following real estate:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased by Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

Also a tract of five (5) acres, <sup>more or less</sup> situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

*not subject parcel*

*not subject parcel*

*subject parcel*

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, dated June , 1964, and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

91116

3.00

RECEIVED

IN FAIRFIELD COUNTY OHIO

AT 10:24 O'CLOCK A M

RECORDED JUNE 15 1965

RECORD DEED 339 PAGE 70

JUN 14 1965

Ray M. Zollinger

RECORDER  
FAIRFIELD COUNTY  
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Mary C. Miller Rhoads and Raymond Rhoads, her husband,-----

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said

-----Estella Miller,-----

-----her heirs, and assigns forever,

**And the said** Mary C. Miller Rhoads and Raymond Rhoads, her husband,-----

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said Estella Miller,-----

-----her heirs, and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is

**Clear, Free and Unincumbered; And Further, That they do Warrant and will Defend** the same against all claim or claims, of all persons

whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.



VOL. 339 PAGE 72  
**TRANSFERRED**

JUN 14 1965

*J. A. Mock*  
County Auditor Fairfield County, Ohio

**In Witness Whereof**, *The said* Mary C. Miller Rhoads and Raymond Rhoads,  
her husband,-----

who hereby release *s* all his right and expectancy of **Dower** in the said  
premises, have hereunto set their hands *s* this  
27th day of January in the year of our Lord  
one thousand nine hundred Sixty-five.

Signed and acknowledged in presence of

*Patricia L. Brown*  
*Judson C. Kistler*

*Mary C. Miller Rhoads*  
(Mary C. Miller Rhoads)  
*Raymond Rhoads*  
(Raymond Rhoads)

State of OHIO, County of FRANKLIN, SS.

**Be it Remembered**, That on this 27th day of  
January, in the year of our Lord one thousand nine hundred  
Sixty-five, before me, the subscriber, a Notary Public  
in and for said county, personally came Mary C. Miller Rhoads and Raymond Rhoads,  
her husband,-----

the grantors in the foregoing Deed, and acknowledged the signing  
thereof to be their voluntary act and deed

**In Testimony Whereof**, I have hereunto subscribed  
my name and affixed my Notarial seal  
on the day and year last aforesaid.

*Patricia L. Brown*

Notary Public, Franklin County, Ohio

PATRICIA L. BROWN  
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO  
MY COMMISSION EXPIRES AUG. 10, 1969



This instrument prepared by : Judson C. Kistler, Attorney at Law.



# Know all Men by these Presents

That Walter L. Miller and Dorothy Miller, his wife,-----

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,-----

to them paid by Estella Miller,-----

Whose address is: 160 Pershing Drive, Lancaster, Ohio,

the receipt whereof is hereby acknowledged, do hereby **Grant, Bargain,**

**Sell and Convey** to the said Estella Miller,-----

----- her heirs and assigns forever,

the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two:

An undivided one-fourteenth interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

Also a tract of five (5) acres, <sup>more or less</sup> situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, ~~dated March 20th., 1948~~ and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

88342

300

Aug

RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 11:45 O'CLOCK  
RECORDED JAN 16 1965  
RECORD DEED VOL 335 PAGE 433

JAN 16 1965

R. M. Zelling

RECORDER  
FAIRFIELD COUNTY  
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Walter L. Miller and Dorothy Miller, his wife,-----

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said

----- Estella Miller,-----

----- her heirs, and assigns forever,

**And the said** Walter L. Miller and Dorothy Miller,-----

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said Estella Miller,-----

----- her heirs, and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further,** That they do **Warrant and will Defend** the same against all claim or claims, of all persons

whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

TRANSFERRED

JAN 16 1965

*J. Q. Mook*  
County Auditor, Fairfield County, Ohio



In Witness Whereof, *The said* Walter L. Miller and Dorothy Miller, his wife,-----

who hereby release s all her right and expectancy of **Dower** in the said premises, ha ve hereunto set their hands this 9th. day of November, in the year of our Lord one thousand nine hundred Sixty Four.

Signed and acknowledged in presence of

*Francis F. Conrad*  
*Jane Kistler*

*Walter L. Miller*  
(Walter L. Miller)  
*Dorothy Miller*  
(Dorothy Miller)

State of OHIO, County of FAIRFIELD, OH.

Be it Remembered, That on this 9th. day of November, in the year of our Lord one thousand nine hundred Sixty Four, before me, the subscriber, a Notary Public in and for said county, personally came Walter L. Miller and Dorothy Miller, his wife,-----

the grantor s in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.

*Jane Kistler*  
Notary Public, Fairfield County, Ohio



This instrument prepared by Judson C. Kistler, Attorney at Law.

# Know all Men by these Presents

That Franklin D. Miller and E. Louise Miller, his wife, -----

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, --

to them paid by Estella Miller, -----

Whose address is: 160 Pershing Drive, Lancaster, Ohio, -----

the receipt whereof is hereby acknowledged, do hereby **Grant, Bargain,  
Sell and Convey** to the said Estella Miller, -----

----- her heirs and assigns forever,

the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two:

An undivided one-fourteenth interest of, in and to the following real estate:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

Also a tract of five (5) acres, <sup>more or less</sup> situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

*Subject  
Parcel*

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, dated Nov. 17th, 1964, and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

3<sup>02</sup> 88341 *Ray*  
**RECEIVED** IN FAIRFIELD COUNTY, OHIO  
AT 11:44 O'CLOCK  
RECORDED Jan-19 1965  
RECORDED Vol. 335 PAGE 430  
JAN 16 1965  
*Ray M. Zellinger*  
RECORDER  
FAIRFIELD COUNTY,  
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Franklin D. Miller and E. Louise Miller,-----

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said

-----Estella Miller,-----

-----her heirs, and assigns forever,

**And the said** Franklin D. Miller and E. Louise Miller,-----

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said Estella Miller,-----

----- her heirs, and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further, That they do Warrant and will Defend** the same against all claim or claims, of all persons whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

TRANSFERRED

VOL 335 PAGE 432

JAN 16 1965

*J. Q. Moore*  
County Auditor, Fairfield County, Ohio



In Witness Whereof, The said Franklin D. Miller and E. Louise Miller,  
his wife,-----

who hereby release all her right and expectancy of **Dower** in the said  
premises, have hereunto set their hands this

TWENTIETH day of November in the year of our Lord  
one thousand nine hundred Sixty Four.

Signed and acknowledged in presence of

*Herman F. Klein*  
*Richard M. Hamler*

*Franklin D. Miller*  
(Franklin D. Miller)

(E. Louise Miller)

*E. Louise Miller*

State of OHIO, County of FRANKLIN, SS.

Be it Remembered, That on this twentieth day of  
November, in the year of our Lord one thousand nine hundred  
Sixty Four, before me, the subscriber, a Notary Public  
in and for said county, personally came Franklin D. Miller and E. Louise Miller,  
his wife,-----

the grantors in the foregoing Deed, and acknowledged the signing  
thereof to be their voluntary act and deed

In Testimony Whereof, I have hereunto subscribed  
my name and affixed my Notarial seal  
on the day and year last aforesaid.

*Herman F. Klein*

Notary Public, Franklin County, Ohio.



HERMAN F. KLEIN, Notary Public  
Lifetime Commission

This instrument prepared by: Judson C. Kistler, Attorney at Law.

# Know all Men by these Presents

That Florence E. Miller LaRue and Luther M. LaRue, her husband,

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,

to them paid by Estella Miller, \_\_\_\_\_

Whose address is: 160 Pershing Drive, Lancaster, Ohio, \_\_\_\_\_

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,

Sell and Convey to the said Estella Miller, \_\_\_\_\_

her heirs and assigns forever,

the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two:

An undivided one-fourteenth interest of, in and to the following real estate:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

Also a tract of five (5) acres, more or less situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, dated Nov. 17th, 1964, and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

300  
88340  
RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 11:43 O'CLOCK  
RECORDED 1965  
RECORD DEED VOL. 335, PAGE 428  
JAN 16 1965  
R. M. Zollinger  
RECORDER  
FAIRFIELD COUNTY  
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Florence E. Miller LaRue and Luther M. LaRue,

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits, thereof. **To have and to hold** the same to the only proper use of the said  
----- Estella Miller, -----

----- her heirs, and assigns forever,  
**And the said** Florence E. Miller LaRue and Luther M. LaRue, -----

for themselves and their heirs, executors and administrators,  
do hereby **Covenant** with the said Estella Miller, -----

----- her heirs, and assigns,  
that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further, That they do Warrant and will Defend** the same against all claim or claims, of all persons whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.



TRANSFERRED

JAN 16 1965

*J. Q. Wood*  
County Auditor, Pickaway County, Ohio



In Witness Whereof, The said Florence E. Miller LaRue and Luther M. LaRue, her husband,

who hereby release all his right and expectancy of Dower in the said premises, have hereunto set their hands this 12th day of December in the year of our Lord one thousand nine hundred Sixty-four.

Signed and acknowledged in presence of

*Betty E. Margulis*  
Betty E. Margulis  
*Harry L. Margulis*  
Harry L. Margulis

*Florence E. Miller LaRue*  
(Florence E. Miller LaRue)  
*Luther M. LaRue*  
(Luther M. LaRue)

State of OHIO, County of PICKAWAY, SS.

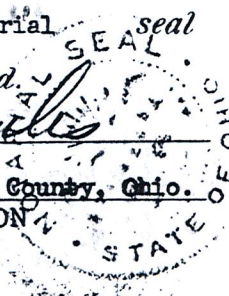
Be it Remembered, That on this 12th day of December, in the year of our Lord one thousand nine hundred Sixty-four, before me, the subscriber, a Notary Public

in and for said county, personally came Florence E. Miller LaRue and Luther M. LaRue, her husband,

the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.

*Harry L. Margulis*  
Harry L. Margulis  
Notary Public, Pickaway County, Ohio.  
LIFETIME COMMISSION



This instrument prepared by Judson C. Kistler, Attorney at Law.

# Know all Men by these Presents

That Dollie Miller North and Cecil North II, her husband, \_\_\_\_\_

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,

to them paid by Estella Miller, \_\_\_\_\_

Whose address is: 160 Pershing Drive, Lancaster, Ohio,

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,

Sell and Convey to the said Estella Miller, \_\_\_\_\_

\_\_\_\_\_ her heirs and assigns forever,  
the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two: An undivided one-fourteenth interest of, in and to the following real estate:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

Also a tract of five (5) acres situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of

Subject  
parcel

the Deed Records, Fairfield County, Ohio.

had  
Reference is further to the Certificate of Transfer in the Estate of Frank C. Miller, ~~dated~~ ~~and~~ recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

300 88339 Buy

RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 11:42 O'CLOCK  
RECORDED JAN 19 1965  
RECORD DEED VOL 335 PAGE 425

JAN 16 1965

R. M. Zelling  
RECORDER  
FAIRFIELD COUNTY  
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Dollie Miller North and Cecil North II,

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said  
----- Estella Miller, -----

-----her heirs, and assigns forever,  
**And the said** Dollie Miller North and Cecil North II, -----

for themselves and their heirs, executors and administrators,  
do hereby **Covenant** with the said Estella Miller, -----

-----her heirs, and assigns,  
that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further,** That they do **Warrant and will Defend** the same against all claim or claims, of all persons whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

TRANSFERRED

VOL 335 PAGE 426

JAN 16 1965

*J. Q. Swank*  
County Auditor, Fairfield County, Ohio



In Witness Whereof, The said Dollie Miller North and Cecil North II,  
her husband, \_\_\_\_\_

who hereby releases all his right and expectancy of **Dower** in the said  
premises, have hereunto set their hands this  
*eleventh* day of June in the year of our Lord  
one thousand nine hundred Sixty-four.

Signed and acknowledged in presence of  
*Phyllis L. Lowry*  
*Carolyn Clara Lewis*

*Dollie Miller North*  
(Dollie Miller North)  
*Cecil North II*  
(Cecil North II)

State of MICHIGAN, County of WASHTENAW, SS.

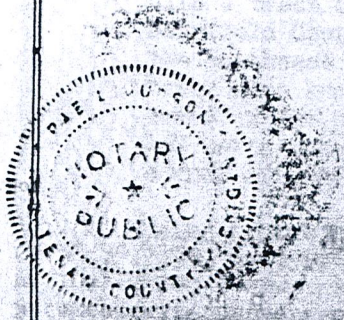
Be it Remembered, That on this *eleventh* day of  
June, in the year of our Lord one thousand nine hundred  
Sixty-four, before me, the subscriber, a Notary Public  
in and for said county, personally came Dollie Miller North and Cecil North II,  
her husband, \_\_\_\_\_

the grantors in the foregoing Deed, and acknowledged the signing  
thereof to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed  
my name and affixed my Notarial seal  
on the day and year last aforesaid.

*R. L. Judson*

Notary Public, Washtenaw County, Michigan  
*Com' in exp'is Aug. 24, 1965*



This instrument prepared by *Judson C. Kistler, Attorney at Law.*

# Know all Men by these Presents

That Daniel M. Miller and Carolyn Miller, his wife, \_\_\_\_\_

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,

to them paid by Estella Miller, \_\_\_\_\_

Whose address is: 160 Pershing Drive, Lancaster, Ohio,

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,

Sell and Convey to the said Estella Miller, \_\_\_\_\_

\_\_\_\_\_ her heirs and assigns forever,  
the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two:

An undivided one-fourteenth interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

Also a tract of five (5) acres situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of

Subject

VOL 335 PAGE 421

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, ~~dated~~ and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

300

88338

Ray

RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 11:41 O'CLOCK AM  
RECORDED Jan-19-1965  
RECORD DEED VOL. 335, PAGE 422

JAN 16 1965

Ray M. Zelling  
RECORDER  
FAIRFIELD COUNTY  
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Daniel M. Miller and Carolyn Miller, \_\_\_\_\_

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof: **To have and to hold** the same to the only proper use of the said

\_\_\_\_\_ Estella Miller, \_\_\_\_\_

\_\_\_\_\_ her heirs, and assigns forever,

**And the said** Daniel M. Miller and Carolyn Miller, \_\_\_\_\_

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said Estella Miller, \_\_\_\_\_

\_\_\_\_\_ her heirs, and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further,** That they do **Warrant and will Defend** the same against all claim or claims, of all persons whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

**TRANSFERRED**

JAN 16 1965

*J. Q. Muehl*  
County Auditor, Fairbairn County, Minn.



**In Witness Whereof**, *The said* Daniel M. Miller and Carolyn Miller, his wife, \_\_\_\_\_

who hereby releases all her right and expectancy of **Dower** in the said premises, have hereunto set their hands this 12 day of June in the year of our Lord one thousand nine hundred Sixty-four.

Signed and acknowledged in presence of

*Edward L. Schultz*  
*Charles R. Hammond*

*Daniel M. Miller*  
(Daniel M. Miller)  
*Carolyn Miller*  
(Carolyn Miller)  
(a.k.a. Caroline Miller)  
*Caroline Miller*

State of MICHIGAN, County of WAYNE, SS.

Be it Remembered, That on this 12TH day of June, in the year of our Lord one thousand nine hundred Sixty-four, before me, the subscriber, a Notary Public in and for said county, personally came Daniel M. Miller and Carolyn Miller, his wife, \_\_\_\_\_

the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

**In Testimony Whereof**, I have hereunto subscribed my name and affixed my Notarial seal on the day and year last aforesaid.

*Charles R. Hammond*  
CHARLES R. HAMMOND  
Notary Public, Wayne County, Michigan.

My Commission Expires Oct. 5, 1964

This instrument prepared by: Judson C. Kistler, Attorney at Law.

# Know all Men by these Presents

That Dottie C. Miller Cook, Unmarried,

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,

to her paid by Estella Miller,

Whose address is: 160 Pershing Drive, Lancaster, Ohio,

the receipt whereof is hereby acknowledged, do es hereby **Grant, Bargain,  
Sell and Convey** to the said Estella Miller,

her *heirs and assigns forever,*  
the following described real estate:

**Parcel One:**

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

**Parcel Two:**

An undivided one-fourteenth interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

Also a tract of five (5) acres situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Wiedner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa G. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of

*Not subject property*

*not subject parcel*

*subject parcel*



the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, ~~deceased~~ and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

300 88337 *ay*

RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 11:40 O'CLOCK A.M.  
RECORDED Jan 19 1965  
RECORDED IN VOL. 335, PAGE 418

JAN 16 1965

*R. M. Zelling*

RECORDER  
FAIRFIELD COUNTY  
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Dottie C. Miller Cook,

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said

----- Estella Miller, -----

----- her heirs, and assigns forever,

**And the said** Dottie C. Miller Cook, -----

for herself and her heirs, executors and administrators, do es hereby **Covenant** with the said Estella Miller, -----

----- her heirs, and assigns,

that she is the true and lawful owner of the said premises, and has full power to convey the same; and that the title so conveyed is

**Clear, Free and Unincumbered; And Further,** That she do es **Warrant and will Defend** the same against all claim or claims, of all persons

whomsoever; Grantor assumes and agrees to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

TRANSFERRED

VOL 335 PAGE 420

JAN 16 1965

*J. Q. Mook*  
County Auditor, Fairfield County, Ohio



In Witness Whereof, *The said* Dottie C. Miller Cook, unmarried, \_\_\_\_\_

~~subscribed and acknowledged~~ ~~in presence of~~ ~~me~~ ~~the undersigned~~ ~~notary public~~ ~~for~~ ~~the~~ ~~state~~ ~~of~~ ~~California~~ ~~and~~ ~~in~~ ~~the~~ ~~presence~~ ~~of~~ ~~the~~ ~~notary~~ ~~public~~ ~~for~~ ~~the~~ ~~state~~ ~~of~~ ~~California~~  
~~has~~ hereunto set her hand this  
15th day of June in the year of our Lord  
one thousand nine hundred Sixty-four.

Signed and acknowledged in presence of  
*R. T. Anderson* *Dottie C. Miller Cook*  
*Laone M. Dae* (Dottie C. Miller Cook)

State of CALIFORNIA, County of LOS ANGELES, SS.  
Be it Remembered, That on this 15th day of  
June, in the year of our Lord one thousand nine hundred  
Sixty-four, before me, the subscriber, a Notary Public  
in and for said county, personally came Dottie C. Miller Cook, \_\_\_\_\_

the grantor in the foregoing Deed, and acknowledged the signing  
thereof to be her voluntary act and deed

In Testimony Whereof, I have hereunto subscribed  
my name and affixed my Notarial seal  
on the day and year last aforesaid.  
*R. T. Anderson* R. T. ANDERSON

Notary Public, Los Angeles County,  
California.  
My Commission Expires September 15, 1964

This instrument prepared by Judson C. Kistler, Attorney at Law.

201800014837  
Filed for Record in  
FAIRFIELD COUNTY, OH  
GENE WOOD, COUNTY RECORDER  
08-20-2018 At 03:09 PM.  
MORTGAGE 60.00  
OR Book 1772 Page 3542 - 3547  
18-16-20

(Space Above This Line For Recording Data)

**COMMERCIAL OPEN-END MORTGAGE**  
**FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE**  
**MORTGAGE**

1 of 2

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on August 16, 2018 between the mortgagor(s) Chaos, LLC, an Ohio Limited Liability Company, whose address is 6644 Woolard Rd NE, Pleasantville, Ohio 43148 ("Mortgagor"), and The Vinton County National Bank whose address is 521 East Main Street, Lancaster, Ohio 43130 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of Seven Hundred Thousand and 00/100 Dollars (U.S. \$700,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the COUNTY of FAIRFIELD, State of Ohio:

Address: 8010 Lancaster Newark Rd, Baltimore, Ohio 43105  
Legal Description: See Attached Exhibit "A"

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Chaos, LLC, Jeffrey P Watson, and Jacqueline M Watson to The Vinton County National Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). This includes all renewals, modifications or extensions of said indebtedness.

**MATURITY DATE.** The Indebtedness, if not paid earlier, shall be due on February 16, 2039.

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**CROSS COLLATERALIZATION.** It is the expressed intent of Mortgagor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Mortgagor.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this

Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

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48ba78e5-44fb24f2 - 2017.144.0.2

Commercial Real Estate Security Instrument - Page 3 of 5  
DL4007

www.compliancesystems.com

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Mortgagor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Ohio including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**WAIVER OF JURY TRIAL.** All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**DEFESANCE.** If Mortgagor keeps, observes and performs all of the covenants and conditions of this Security Instrument and pays, or causes to be paid, to Lender all of the Indebtedness owing pursuant to the Related Documents, then this Security Instrument will be void, otherwise it will remain in effect.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood. Signed and sealed by Mortgagor (s):

Chaos, LLC

*Jeffrey P. Watson* 8/16/18 (Seal)  
 By Jeffrey P Watson Date  
 As: Sole Member

**BUSINESS ACKNOWLEDGMENT**

STATE OF OHIO )  
 )  
 COUNTY OF FAIRFIELD )

This instrument was acknowledged on the 16th day of August, 2018, by Jeffrey P Watson, Sole Member on behalf of Chaos, LLC, an Ohio Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires:

12-1-19

*Cheryl S. Lange*  
 County, OH



(Official Seal)

Identification Number  
**CHERYLE S. LANGE**  
 NOTARY PUBLIC  
 STATE OF OHIO  
 Commission expires  
 December 01, 2019

**THIS INSTRUMENT PREPARED BY:**  
**The Vinton County National Bank**  
**112 West Main Street**  
**Mc Arthur, OH 45651**

**AFTER RECORDING RETURN TO:**  
**The Vinton County National Bank**  
**112 West Main Street**  
**Mc Arthur, OH 45651**

Exhibit A

Situated in the Township of Walnut, County of Fairfield and State of Ohio:

Being a part of the Southwest Quarter of Section 20, Township 16, (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.

Parcel Number: 049-02544-00



20200004148  
Filed for Record in  
FAIRFIELD COUNTY, OH  
GENE WOOD, COUNTY RECORDER  
02-28-2020 At 03:07 pm.  
LEASE 62.00  
OR Book 1816 Page 2735 - 2737

**Land Lease Agreement**

On this day-

Landowner, (Lessor), Chaos LLC - enters in to lease agreement with  
sign owner, (Lessee) Kernady Outdoor Advertising LLC under the written conditions  
that follow:

This agreement shall be binding to any other party assuming control or ownership of said  
property.

Sign Location- Billboard will be located at: 8010 Lancaster-Newark Rd NE Baltimore, OH  
Parcel # - (0490254400) 43105

Township: Walnut TWP

County: Fairfield County

Duration of lease is to be 15 years from the date of signing. Lessee has option to  
renew this agreement every five years there after but would be required to increase land  
lease payment to Lessor by 5% each time lease is renewed.

The location of the billboard on the above listed premises must be mutually agreed upon  
by Lessor and Lessee before billboard structure is placed on the Lessor's property. Lessee  
agrees to place (1) billboard structure on the premises.

(Lessee) agrees to pay (Lessor) \$200.00 every month for the duration of the  
lease. Payments shall commence the day that construction for the billboard starts on the  
Lessor's premises.

If at any time during the lease the Lessee would fail to make a monthly payment to Lessor  
for any longer period of time than sixty days, the Lessor must notify the Lessee in writing in  
regards to the matter. If the Lessee does not respond or pay the past due payments within  
six months, after the written notification from the Lessor, the Lessor would then have the  
right to terminate this agreement.

In the event of Lessor's death, this agreement will be assumed with all legal and binding  
rights, by his heirs, or owner of leased premises, and they shall be considered the  
(Lessor).

During the term of the lease, the billboard owner (Lessee) shall have the right to construct  
and maintain the billboard structure on the premises listed above including installation of  
underground or overhead electrical service. The Lessee agrees to keep sign structure  
properly maintained for the duration of the lease. Lessee agrees to maintain the  
appearance of the structure as to not devalue or hinder the overall appearance of Lessors  
property.

(Lessor) grants to billboard owner (Lessee) and also billboard owner's employee's, the  
right of reasonable access to the premises for the purpose of erecting and maintaining the  
display at all times during the term of the agreement.

Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages, or losses resulting from any injury or death of any person or damage to property occurring on or about the leased premises or in any manner in conjunction with the use of the premises and the operation and maintenance of the sign.

Billboard owner (Lessee) shall be responsible for all costs associated with the maintenance and operation of the billboard as well as the construction costs of the billboard. This would include the supply of electrical power to the billboard as well as all state and local permits.

The billboard shall remain the personal property of the billboard owner (Lessee) and upon the termination of this lease, lessee has the option to remove or leave sign structure on the premises. If the structure is not left on the premises, lessee would be required to remove sign to ground level.

Billboard owner has the right to maintain the visibility of the billboard structure and also the visibility of the advertisements placed on the billboard structure. No object, building, or any other entity may be placed in a position on the property that would interfere with the visibility of the advertisements. This would include the billboard owner's right to maintain the visibility of the billboard by trimming or cutting any type of trees or vegetation that may interfere with the traffic's ability to see the billboard. Lessee must notify Lessor before extensive tree trimming or vegetation clearing commences.

Billboard owner shall have the right to terminate this agreement by giving landlord (Lessor) sixty days notice in writing in the event that any covenant or restriction or any statute, ordinance, regulation or requirements of any governmental entity relating to billboard owners use of the premises shall prohibit or limit or restrict billboard owners use of premises as contemplated by this agreement. In the event of the Lessor selling the property of the above stated premises, Lessor must be notified of sale and given first option to purchase property at fair market value. If a street or road were to be re routed making the visibility of the billboard less visible or rendered useless in regards to visibility, or a visual obstruction such as a tree or neighboring structure should hinder visibility of the billboard, then the Lessee would then have the right to terminate the lease agreement.

The Lessee has the option to transfer, (sell) this agreement to another individual or company as long as the company or individual assumes and abides by all the terms and regulations set forth in this agreement.

This agreement may be ended or revised at any time upon the mutual agreement of both parties.

Lessee, (Billboard Owner), has six months from date of signing to cancel this lease agreement if after further research feels that the billboard structure will not be as profitable as initially intended, if underground or overhead utilities restrict placement of the billboard, or if government entities will not allow construction of the billboard.

Lessor- (property owner)- *Chess LLE*

Signature- *[Signature]*

Date- *2-28-2020*

Lessor Address- *8010 Lancaster-Newark Road  
Baltimore, Ohio 43105*

Lessor Phone Number- *740-808-2129*

Lessee- (billboard owner)- *Richard Kennedy - (Kennedy Outdoor Advertising LLC)*

Signature- *[Signature]* *Richard Kennedy*

Date- *2-28-2020*

Lessee Address- *9327 Martinsburg Rd Saint Louisville, OH 43071*

Lessee Phone Number- *740-258-7083*

Document Prepared by: *Richard C. Kennedy - (Kennedy Outdoor Advertising LLC)*

*Kimberly G Russell*  
Notary State of Ohio  
Com. Exp. *MAY 12, 2023*



**TRANSFER  
NOT NECESSARY**

JUL 29 2016

*Jim Aslette, Jr.*  
County Auditor, Fairfield County, Ohio

201600012992  
Filed for Record in  
FAIRFIELD COUNTY, OH  
GENE WOOD, COUNTY RECORDER  
07-29-2016 At 10:32 am.  
EASEMENT 52.00  
OR Book 1715 Page 1856 - 1860

ODOT RE 208  
Rev. 09/2012

ED  
State

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT: Thomas O. Weidner, AKA Thomas Oscar Weidner, and Ruth Ann Weidner, husband and wife, the Grantor(s) herein, in consideration of the sum of \$714.00, to be paid by the State of Ohio, Department of Transportation, do hereby grant, bargain, sell, convey and release to the State of Ohio for the use and benefit of the Department of Transportation, the Grantee herein, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 2-SH

DO5-FY2017 Signal Upgrade (S.R. 37 & S.R. 256)

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Fairfield County Current Tax Parcel No. 049-02544-00

Prior Instrument Reference: Vol. 628, Page 248, Fairfield County Recorder's Office.

And the said Grantor(s), for and successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

Grantor(s) a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor(s) provides timely notice of a desire to repurchase; provided however that such right of repurchase is subject to the authority of the Director of Transportation to convey unneeded property pursuant to Section 5501.34 (F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. The within right of repurchase shall be extinguished if any of the following occur: (A) Grantor(s) to repurchase the property; (B) Grantor(s) to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated.

*(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)*

IN WITNESS WHEREOF Thomas O. Weidner, AKA Thomas Oscar Weidner, and Ruth Ann Weidner, have hereunto set their hands on the 23<sup>rd</sup> day of June, 2018.

Thomas O. Weidner  
THOMAS O. WEIDNER AKA  
THOMAS OSCAR WEIDNER

Ruth Ann Weidner  
RUTH ANN WEIDNER

STATE OF Ohio, COUNTY OF Fairfield ss:

BE IT REMEMBERED, that on the 23<sup>rd</sup> day of June, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Thomas O. Weidner, AKA Thomas Oscar Weidner, and Ruth Ann Weidner, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Angela E Miller  
Notary Public  
In and For The State of Ohio  
My Commission Expires  
June 19, 2018

Angela E. Miller  
NOTARY PUBLIC  
My Commission expires: June 19, 2018

This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.

**EXHIBIT A**

RX 270 SH

Page 1 of 2

Rev. 06/09

Ver. Date 11/12/15

PID 95383

**PARCEL 2-SH  
D05-FY2017 SIGNAL UPGRADE (S.R. 37 & S.R. 256)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

---

[Surveyor's description of the premises follows]

---

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Township of Walnut, Section 20, Range 18 West, Township 16 North, and being more particularly described as follows:

**PARCEL NO. 2-SH**

Being a parcel of land lying on the left side of the centerline of survey of S.R. 256 made by the Ohio Department of Transportation, as shown on file in plans D05-FY 2017 Signal Upgrades (S.R. 37 & S.R. 256) at the District 5 office of the Ohio Department of Transportation, Jacksontown, OH and being located within the following described points in the boundary thereof:

Beginning at a point on the existing Right of Way line, said point being located 25.00 feet left of centerline station 26+54.40 of the centerline of survey and construction, S.R. 256, also being 30.00 feet right of centerline station 16+53.19 of the centerline of survey & construction, S.R. 37, said point being the **TRUE POINT OF BEGINNING**.

Thence, along the existing Right of Way line of S.R. 37, **North 03 degrees 34 minutes 49 seconds East** a distance of **20.00 feet** to a set iron pin on the proposed Right of Way line, said pin being located 45.00 feet left of centerline station 26+54.76 of the centerline of survey & construction, S.R. 256 also being located 30.00 feet right of centerline station 16+73.19 of the centerline of survey & construction, S.R. 37;

**EXHIBIT A**

Page 2 of 2

RX 270 SH

Rev. 06/09

Thence, along said proposed Right of Way line, **South 87 degrees 27 minutes 31 seconds East** a distance of **15.24 feet** to a set iron pin, said pin being located 45.00 feet left of centerline station 26+70 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, **South 02 degrees 32 minutes 29 seconds West** a distance of **20.00 feet** to a set iron pin on the existing Right of Way line of S.R. 256, said pin being located 25.00 feet left of centerline station 26+70 of the centerline of survey & construction, S.R. 256;

Thence, along said existing Right of Way line, **North 87 degrees 27 minutes 31 seconds West** a distance of **15.60 feet** to the **POINT OF BEGINNING**.


It is understood that the above described area contains 0.007 acres more or less, including the present road which occupies 0.000 acres, more or less, which is to be deducted from the value of Auditor's Parcel Number 049-02544-00.

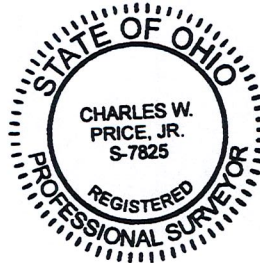
All set iron pins are 3/4" x 30" rebars with aluminum caps inscribed "O.D.O.T. R/W District 5". All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, Grid Coordinates, South Zone, N.A.D. 1983 (Conus) Geoid 12A (Ohio) as established by GPS measurements in 2013.

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

Description prepared from an actual field survey by The Ohio Department of Transportation under the supervision of Charles W. Price, Jr. P.S. 7825.

Prior Instrument Reference as of the date of this survey was prepared: Deed Volume 628 page 248 of Fairfield County, Ohio.

  
Charles W. Price, Jr. P.S. 7825      11/2/15  
Date





201800014838  
Filed for Record in  
FAIRFIELD COUNTY, OH  
GENE WOOD, COUNTY RECORDER  
08-20-2018 At 03:09 pm.  
NOTICE COMM 36.00  
OR Book 1772 Page 3548 - 3550

*same*

**NOTICE OF COMMENCEMENT**  
**Section 1311.04, Ohio Revised Code**

STATE OF OHIO, FAIRFIELD COUNTY, SS

*2 of 2*

The undersigned, after being first duly sworn, states the following:

1) The legal description of the real property (hereinafter "Property") on which the improvement is to be made is described as follows:

See Exhibit A

2) The improvement to be performed upon the Property is construction of Drive Thru

3) The name and address of the owner of the Property contracting for the improvement is Chaos, LLC, 6644 Woolard Road, Pleasantville, Ohio 43148.

4) The name and address of the fee owner of the Property subject to the construction agreement is Chaos, LLC, 6644 Woolard Road, Pleasantville, Ohio 43148.

5) The original contractor is Eversole Builders, with an address of 2495 Election House Road Lancaster OH 43130.

6) The owner first executed a contract with an original contractor for the improvement on 5-24-18.

7) The lending institution providing financing for the subject improvements is The Vinton County National Bank, 521 East Main Street, Lancaster, Ohio 43130.

8) The name and address of the owner's designee is Jeffrey P. Watson, Sole Member of Chaos, LLC, 6644 Woolard Road, Pleasantville, Ohio 43148.

9) The names and addresses of all sureties on any bonds which guarantee payment of the original contractors' obligations under contracts for the improvement are as follows: N/A

10) **TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:**

**TAKE NOTICE THAT LABOR OR WORK IS ABOUT TO BEGIN ON OR MATERIALS ARE ABOUT TO BE FURNISHED FOR AN IMPROVEMENT TO THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT. A PERSON HAVING A MECHANICS' LIEN MAY PERSERVE THE LIEN BY PROVIDING A NOTICE OF FURNISHING TO THE ABOVE-NAMED DESIGNEE AND THE ABOVE-NAMED DESIGNEE'S ORIGINAL CONTRACTOR, IF ANY, AND BY TIMELY RECORDING AN AFFIDAVIT PURSUANT TO SECTION 1311.06 OF THE REVISED CODE.**

**A COPY OF THIS NOTICE MAY BE OBTAINED UPON MAKING A WRITTEN REQUEST BY CERTIFIED MAIL TO THE ABOVE-NAMED OWNER, PART OWNER, LESSEE, DESIGNEE, OR THE PERSON WITH WHOM YOU HAVE CONTRACTED.**

11) The name and address of the person who prepared this notice is Jonathan C. Clark, Attorney at Law, Clark & Clark and Associates, PO Box 1405, Lancaster, Ohio 43130.

12) The undersigned Contracting Party states, after being duly sworn, that the information provided in the foregoing notice is true as said contracting party verily believes.

Chaos, LLC

By: Jeffrey P. Watson  
Jeffrey P. Watson, Sole Member

STATE OF OHIO }  
COUNTY OF FAIRFIELD } ss:

The signatory of this Notice of Commencement ("Notice"), Jeffrey P. Watson, Sole Member of Chaos, LLC, appeared before me, a Notary Public in and for said County and State, and swore that all the information in the foregoing notice is true as he verily believes and further that he is fully authorized to give said notice.

Sworn to and subscribed before me this 18 day of Aug, 2018.

Cheryle Lange  
Notary Public, State of Ohio



CHERYLE S. LANGE  
NOTARY PUBLIC  
STATE OF OHIO  
Commission expires  
December 01, 2019

This instrument prepared by Jonathan C. Clark  
Attorney at Law  
CLARK & CLARK AND ASSOCIATES  
Lancaster, Ohio

Exhibit A

Situated in the Township of Walnut, County of Fairfield and State of Ohio:

Being a part of the Southwest Quarter of Section 20, Township 16, (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.

Parcel Number: 049-02544-00



### General Warranty Deed\*

Milton McKinley Watson, married, of Fairfield County, Ohio

for valuable consideration paid, grant(s) with general warranty covenants, to

Eileen M. Ackley

, whose tax-mailing address is

1075 BALTIMORE/SOMERSET Rd., BALTIMORE, OHIO 43105

the following REAL PROPERTY: Situated in the County of Fairfield

in the State

of Ohio and in the Township of Walnut

Situated in the Township of Walnut, County of Fairfield, and State of Ohio, and being a part of the Northwest Quarter of Section 29, Township 16, Range 18 and bounded and described as follows:

Beginning at a point in the center line of State Route No. 256 East 490.86 feet distant from the Northwest corner of Section 29; thence with the center line of said road East 150.00 feet to a point; thence with the East line of M. M. Watson's tract and the West line of a certain 10.00 acre tract S 0° 36' W 290.40 feet to an iron pin (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0° 36' E 290.40 feet to the place of beginning, (passing an iron pin at 269.58 feet). Containing 1.00 acre, more or less.

Together with an easement approximately 10 feet wide, which shall run in a southwesterly direction across the Grantor's adjacent property, for the purpose of installing a drain for sewage disposal purposes, and said drain shall be installed and maintained at Grantee's expense.

This parcel shall not be utilized as a separate building site until approved by the existing planning agency with platting authority over the area. Unless such approval is obtained this parcel shall be used in conjunction with the parcel recorded in Volume 461, Page 344 Deed Records, Fairfield County, Ohio.

DESCRIPTION REVIEWED AND  
APPROVED FOR TRANSFER ONLY  
OFFICE OF FAIRFIELD COUNTY ENGINEER  
BY: [Signature] DATE: 8-15-86  
16974

Prior Instrument Reference: Volume 165 Page 214 of the Deed Records of Fairfield County, Ohio. Esther I. Watson, wife (husband) of the Grantor, releases all rights of dower therein. Witness our hand(s) this 13<sup>th</sup> day of August, 19 86

Signed and acknowledged in presence of:

Douglas M. Waters  
Virginia L. Clum

Milton McKinley Watson  
(Milton McKinley Watson)  
Esther I. Watson  
(Esther I. Watson)

State of Ohio County of Fairfield ss.  
BE IT REMEMBERED, That on this 13<sup>th</sup> day of August, 19 86, before me, the subscriber, a Notary Public in and for said state, personally came Milton McKinley Watson and Esther I. Watson the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Virginia L. Clum  
Notary Public, My Com. Exp. 3-9-90

This instrument was prepared by James C. Aranda, Attorney at Law, Lancaster, Ohio.

- (1) Name of Grantor(s) and marital status.
- (2) Description of land or interest therein, and encumbrances, reservations, and exceptions, taxes and assessments, if any.
- (3) Delete whichever does not apply.
- (4) Execution in accordance with Chapter 5301 Ohio Revised Code.

Auditor's and Recorder's Stamps

Approved by the Fairfield County Regional Planning Commission  
No Plat Required. This approval does not infer that the parcel in question is consistent with zoning regulations in effect or that a zoning permit will be issued. This approval void if not recorded by DEC 21 1986 (86-236EX)

TRANSFERRED

OCT 21 1986

*James P. Reid*  
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE

Fee \$ 6.00

Exempt  $\frac{1}{4}$  \_\_\_\_\_

*James P. Reid*  
Auditor, Fairfield County, Ohio

10998 PARADO

# General Warranty Deed

FROM

Milton H. V. Watson  
Ester I. V. Watson

TO

Eileen M. Ackley

RECEIVED in Fairfield County, Ohio  
at 10:28 O'CLOCK A.M.  
RECORDED OCT 22 1986  
RECORD VOL 545 PAGE 943

10<sup>07</sup> OCT 21 1986

*Gene Wood*  
Recorder, Fairfield County, Ohio

18-16-29

Copy  
Chas -  
Retriev  
Baltimore  
Net  
Clinic  
Taylor

RIGHT OF WAY

For and in Consideration of One Dollar to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of ~~two dollars~~ one dollar per lineal rod, to be paid when such grant shall be used or occupied

Frank C. Miller and Stella G. Miller  
Husband and Wife

(hereinafter called the Grantor.S) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot \_\_\_\_\_, Section 20, Walnut Township, Fairfield County, Ohio, situated in Qr. Twp. No. \_\_\_\_\_, Township No. \_\_\_\_\_, Range No. \_\_\_\_\_, and bounded as follows:

On the North by lands of Weidner, Morris and Race (and N.Y.C.R.R.)  
On the East by lands of Flora Washeter  
On the South by lands of State Route 256  
On the West by lands of State Route 37 and Race  
and containing 124 acres, more or less, with the right of ingress and egress to and from the same.

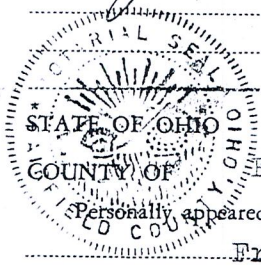
The Grantor.S. may use and enjoy the said premises, subject to the rights herein granted to the Company. All pipe, except where risers with attached valves may become necessary, shall be buried so as not to interfere with the cultivation of the land. The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating, repairing, replacing and final removing of said pipe line. 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.S., their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe elsewhere on said premises, upon the payment of a like consideration for each line, and subject to the same conditions as above; the laying of any one line of pipe shall not fix or limit the right of way herein granted. The Company may replace or change the size of its pipes, without interruption to service, by paying the damages, if any, to crops and fences which may arise in making such change.

While gas is conveyed through said premises, Grantor.S, their heirs and assigns, shall have the right to purchase gas for domestic use in ~~any~~ any dwelling on said premises, subject to the Company's rules and regulations at the rate provided in the current established rate schedule filed with the Public Utilities Commission of Ohio applicable in the territory where gas is to be delivered. If no established rate schedule is applicable in said territory, then the rate prevailing in the nearest community served by the Company shall apply. Grantor shall pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued. Whenever the Company, its successors or assigns, shall desire to remove or abandon a pipe line constructed under authority of this right of way, the Grantor.S. right to purchase gas therefrom shall cease and terminate.

Payment of all money due Grantor.S hereunder may be made to Frank C. Miller by check made payable to his order and mailed to him at Route 1 Baltimore, Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 19th day of April, 1957.  
Signed and acknowledged in the presence of:

Ralph D. Plasterer  
Frank C. Miller  
Mrs. Stella G. Miller



Personally appeared before me, a Notary Public in and for said County Fairfield ss. Frank C. Miller and Stella G. Miller

who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 19th day of April, 1957.

Ralph D. Plasterer  
RALPH D. PLASTERER  
NOTARY PUBLIC  
My Commission Expires  
February 6, 1959

THIS INSTRUMENT WAS PREPARED BY  
THE OHIO FUEL GAS COMPANY,

1 60/100 c. A-205  
40002

1.40  
40002  
log

Recorder, please use reverse side.

Recorder's No. ....

Vol. .... No. ....

Filed for Record ....., 19 .....

Page ..... File .....

at ..... o'clock ..... M

**RIGHT OF WAY**

Recorded ....., 19 .....

VOL. Frank O. Miller

RECEIVED IN FAIRFIELD COUNTY, OHIO

TO Stella G. Miller

At 9:52 P.M. Page 269 of 269  
RECORDED Dec 29 1957  
MAY 15 1957  
Records.  
Kax M. Bellinger

**The Ohio Fuel Gas Co.**

RECORDER  
FAIRFIELD COUNTY, OHIO

Date April 19th, 1957

Recorder ..... Co., Ohio

Twp. Walnut

County Fairfield

LINE NAME R-205

Inch line from .....

To .....

Feet ..... Rods ..... Rate .....

Amount Paid, \$ ..... Date .....

W.O. 03-2-0545

A. 1/200

2700000

STATE OF OHIO, ..... COUNTY, ss.

Personally appeared before me, a ..... in and for said County

who acknowledged the signing of the foregoing instrument to be ..... voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this ..... day of ....., A. D., 19 .....

STATE OF OHIO, ..... COUNTY, ss.

Personally appeared before me, a ..... in and for said County

who acknowledged the signing of the foregoing instrument to be ..... voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this ..... day of ....., A. D., 19 .....

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That The Ohio Fuel Gas Company, a corporation of the State of Ohio, for and in consideration of the sum of Nine Thousand, Four Hundred, Twenty-One and 72/100 Dollars (\$9,421.72), and other valuable considerations, receipt of which is hereby acknowledged, does hereby convey and release, to the State of Ohio, for highway purposes, any and all rights it may have or may have had in the following described land:

Situated in Fairfield County, Walnut Twp., Sections 20 and 29, T. 16, R. 18 and being all the lands within the highway right of way limits between station 16+55 and station 48+33 in the centerline of survey of State Route No. 256, Sections 15.88-16.50, Fairfield County, Ohio, made by the Department of Highways, as shown by plans on file with the Director of Highways, Columbus, Ohio,

and further release the State of Ohio from any and all claims for compensation and damages growing out of the rearrangement of the said Company's plant to conform to the improvement of said highway.

IN WITNESS WHEREOF, said The Ohio Fuel Gas Company has caused its corporate name to be subscribed, and its corporate seal to be affixed by its Vice President, and ~~Assistant~~ Secretary, this 14th day of May, 1957.

In presence of:

THE OHIO FUEL GAS COMPANY

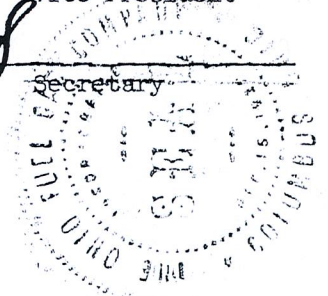
L. S. Hopper  
Marcia E. Wolf

W. E. Ferguson Vice President  
W. F. Laird Secretary

(Seal)

STATE OF OHIO )  
                  : ss  
COUNTY OF FRANKLIN)

*Transfer not necessary  
F. J. ...  
...*



Before me, a notary public, in and for said county, personally appeared W. E. Ferguson Vice President, and W. F. Laird ~~Assistant~~ Secretary, of The Ohio Fuel Gas Company, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President and ~~Assistant~~ Secretary, and that said instrument is the free and corporate act and deed of The Ohio Fuel Gas Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 14th day of May, 1957.

704  
RECEIVED IN FAIRFIELD COUNTY, OHIO  
AT 1:40 O'CLOCK P.M.  
RECORDED June 21, 1957

THIS INSTRUMENT WAS PREPARED BY W. R. UNDERWOOD

George King Notary Public  
GEORGE KING  
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO  
MY COMMISSION EXPIRES OCT. 9, 1957

RECORDER  
VOL 270 PAGE 849



H2/

R W Form 1  
Title  
Revised 9-7-50

Sheet 1 of 3 Sheets

## EASEMENT FOR HIGHWAY PURPOSES

From Frank C. Miller,  
Address - Baltimore, R. D. #1, Ohio  
to the

STATE OF OHIO  
S. R. 256 County, Fairfield  
Section 15.88 (Br. No. FA-256-162)  
Parcel No. 1

R/W Form 5  
Metes and Bounds  
Revised 9-20-28--C

Sheet 2 of 3 Sheets

## EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Frank C. Miller, the Grantor, for and in consideration of the sum of Seven Hundred and Ninety four and no/100 Dollars (\$794.00/xx) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Fairfield County, Ohio, Walnut Township, Section 20, Town 16, Range 18, and bounded and described as follows:

## PARCEL No. 1

Beginning at the intersection of grantor's easterly property line, with the centerline of a survey made by the Department of Highways in 1950 for Fai-256-15.88, (known as the Reynoldsburg-Baltimore-Somerset Road), said point of intersection being Station 37 + 40, in said centerline survey; thence, North 86° 23' West, along said centerline survey, a distance of 1,433.32 feet, to P. T. Station 23 + 06.68, in said centerline survey; thence, in a westerly direction, along said centerline survey, with a curve to the right, having a radius of 11,459.16 feet, a distance of 128.33 feet, to P. C. Station 21 + 78.35, in said centerline survey; thence, North 85° 44' 30" West, along said centerline survey, a distance of 328.35 feet, to Station 18 + 50, in said centerline survey; thence, North 4° 15' 30" East, a distance of 25.0 feet, to a point in the present northerly right of way line of Fai-356-15.88, said point being 25.0 feet northerly of Station 18 + 50, in said centerline survey; thence, North 82° 57' East, a distance of 51.0 feet to a point, 35.0 feet northerly of Station 19 + 00, in said centerline survey; thence, South 86° 46' East, a distance of 278.40 feet, to a point, 40 feet northerly of P. C. Station 21 + 78.35, in said centerline survey; thence, South 86° 04' East, a distance of 126.66 feet, to a point, 40.0 feet northerly of P. T. Station 23 + 06.68, in said centerline survey; thence, South 86° 23' East, a distance of 393.32 feet, to a point, 40.0 feet northerly of Station 27 + 00, in said centerline survey; thence, South 88° 50' East, a distance of 700.64 feet, to a point, 70.0 feet northerly of Station 34 + 00, in said centerline survey; thence, South 85° 26' East, a distance of 340.05 feet, to a point in grantor's easterly property line, 64.33 feet northerly of Station 37 + 40, in said centerline survey; thence, South 4° 10' West, a distance of 64.33 feet, to the place of beginning.

as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described contains 1.07 acres, more or less, exclusive of the present road which occupies 1.08 acres, more or less.

R/W Form 7  
Acknowledgment  
Revised 9-20-28-C.

Sheet 3 of 3 Sheets

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

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

And for the consideration aforesaid Stella G. Miller, wife of Frank C. Miller hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Frank C. Miller and Stella G. Miller have hereunto set their hands, the 14th day of Feb. in the year of our Lord one thousand nine hundred and 51.

Signed and sealed in presence of:

E. H. Harter  
Jo Ann Harter

Frank C. Miller  
Stella G. Miller

File No. 11536 - continued.

STATE OF OHIO )  
 Fairfield COUNTY ) ss.:

Before me, a Notary Public in and for said County and State, personally appeared the above named Frank C. Miller, Stella G. Miller who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

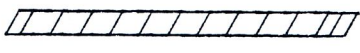
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Thurston, Ohio this 14th day of February, A. D. 1951.

(N. P. SEAL)

Jo Ann Harter  
 Jo Ann Harter  
 My Commission expires December 14,  
 1952.

RECEIVED FOR RECORD: Dec. 14, 1951  
 AT: 3:20  
 RECORDED: Dec. 17, 1951  
 TRANSFERRED BY AUDITOR: Dec. 10, 1951

ATTEST:         *Jo Ann Harter*         R. F. C.



42

R W Form 1  
Title  
Revised 9-7-50

Sheet 1 of 2 Sheets

Cocate  
R/W  
II

EASEMENT FOR HIGHWAY PURPOSES

From Frank C. Miller,  
Address - Baltimore, R. D. #1, Ohio  
to the

STATE OF OHIO  
S. R. 256 County Fairfield  
Section 15.88 (Br. No. FA-256-162)  
Parcel No. 1-X

R/W Form 1  
Channel Change  
6-24-38.

Sheet 2 of 2 Sheets

AGREEMENT FOR CHANNEL CHANGE

S. R. No. 256, Section 15.88, Fairfield County

ARTICLES OF AGREEMENT

These articles of agreement entered into this 14th day of Feb. 1951, by Frank C. Miller and the Department of Highways, State of Ohio, Witnesseth:

That Frank C. Miller, for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) to him paid by the State of Ohio, does hereby grant permission to said State of Ohio to use the hereinafter described portion of his premises for the purpose of excavating and completing a channel change for Walnut Creek at Bridge No. FA-256-162 in connection with the above proposed improvement; the Grantor further agree2 to permit the State of Ohio to perform such maintenance and repair operations on said channel change as may be necessary to protect the highway, and further, the Grantor for the consideration hereinbefore named, releases the State of Ohio from and waives all damages of every kind and nature whatsoever arising from or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The said channel change is to be made on the following described premises: Situated in the State of Ohio, County of Fairfield, Walnut Township, Section 20, Town 16, Range 18, and more fully described as follows:

Parcel No. 1-X

Beginning at the intersection of grantor's easterly property line, with the northerly right of way line of Highway Easement Parcel No. 1, said point of intersection being 64.33 feet northerly of Station 37 + 40, in said centerline of a survey made by the Department of Highways in 1950 for Fai-256-15.88, (known as the Reynoldsburg-Baltimore-Spmserset Road); thence, North 85° 26' West, along the northerly right of way line of said Parcel No. 1, a distance of 340.05 feet, to a point, 70.0 feet northerly of Station 34 + 00, in said centerline survey; thence, North 58° 05' East, a distance of 421.49 feet, to a point in grantor's easterly property line, 315.0 feet northerly of Station 37 + 43, in said centerline survey; thence, South 4° 10' West, along grantor's easterly property line, a distance of 250.79 feet, to the place of beginning, as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described is not to be in excess of 251 feet in width, and contains 0.98 acres, more or less.

IN WITNESS WHEREOF, said Frank C. Miller and Stella G. Miller have hereunto set their hands the 14th day of Feb., in the year of our Lord One thousand nine hundred and 51.

Signed and sealed in the presence of:

E. H. Harter  
Jo Ann Harter

Frank C. Miller  
Stella G. Miller

STATE OF OHIO )  
COUNTY OF Fairfield ) ss:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Frank C. Miller and Stella G. Miller who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Thurston, O. Ohio, this 14th day of February, A. D. 1951.

(N. P. SEAL)

Jo Ann Harter  
Jo Ann Harter  
Commission expires December 14, 1952

RECEIVED FOR RECORD: Dec. 14, 1951  
AT: 3:20 O'clock P.M.  
RECORDED: Dec. 17, 1951

ATTEST: Paul H. King R. F. C.





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/08/2016	201606703288	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

CLARK & CLARK AND ASSOCIATES  
130 E. CHESTNUT ST.  
LANCASTER, OH 43130

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**

**3875751**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**CHAOS, LLC**

and, that said business records show the filing and recording of:

Document(s)

**DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG**  
Effective Date: 03/07/2016

Document No(s):

**201606703288**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
8th day of March, A.D. 2016.

**Ohio Secretary of State**



Form 533A Prescribed by:  
Ohio Secretary of State  
**JON HUSTED**  
Ohio Secretary of State

Date Electronically Filed: 3/7/2016

Central Ohio: (614) 466-3910  
Toll Free: (877) SOS-FILE (767-3453)  
[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov)  
[Busseerv@OhioSecretaryofState.gov](mailto:Busseerv@OhioSecretaryofState.gov)

## Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99

**CHECK ONLY ONE (1) BOX**

(1)  Articles of Organization for Domestic  
For-Profit Limited Liability Company  
(115-LCA)

(2)  Articles of Organization for Domestic  
Nonprofit Limited Liability Company  
(115-LCA)

Name of Limited Liability Company

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

Effective Date   
(Optional) mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

This limited liability company shall exist for   
(Optional) Period of Existence

Purpose  
(Optional)

TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE FORMED UNDER SECTION 1705.01 THROUGH 1705.58, INCLUSIVE, OF THE REVISED CODE OF THE STATE OF OHIO.

**\*\*Note for Nonprofit LLCs**

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

### ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

CHAOS, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

JONATHAN C. CLARK

Name of Agent

130 E. CHESTNUT ST., P.O. BOX 1405

Mailing Address

LANCASTER

City

OH

State

43130

ZIP Code

### ACCEPTANCE OF APPOINTMENT

The undersigned, \_\_\_\_\_ named herein as the statutory agent

JONATHAN C. CLARK

Statutory Agent Name

for

CHAOS, LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature

JONATHAN C. CLARK

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

DANIEL A. YARMESCH

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



Form 533A Prescribed by:  
Ohio Secretary of State  
**JON HUSTED**  
Ohio Secretary of State

Date Electronically Filed: 3/7/2016

Central Ohio: (614) 466-3910  
Toll Free: (877) SOS-FILE (767-3453)  
[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov)  
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Effective Date

(Optional)

mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

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(Optional)

Period of Existence

Purpose  
(Optional)

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The undersigned authorized member(s), manager(s) or representative(s) of

CHAOS, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

JONATHAN C. CLARK

Name of Agent

130 E. CHESTNUT ST., P.O. BOX 1405

Mailing Address

LANCASTER

City

OH

State

43130

ZIP Code

### ACCEPTANCE OF APPOINTMENT

The undersigned, \_\_\_\_\_ named herein as the statutory agent

JONATHAN C. CLARK

Statutory Agent Name

for \_\_\_\_\_

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature \_\_\_\_\_  
JONATHAN C. CLARK

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

DANIEL A. YARMESCH

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/08/2016	201606703288	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00	0.00

**Receipt**

This is not a bill. Please do not remit payment.

CLARK & CLARK AND ASSOCIATES  
130 E. CHESTNUT ST.  
LANCASTER, OH 43130

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted  
3875751**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**CHAOS, LLC**

and, that said business records show the filing and recording of:

Document(s)

**DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG**  
Effective Date: 03/07/2016

Document No(s):  
**201606703288**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
8th day of March, A.D. 2016.

*Jon Husted*  
**Ohio Secretary of State**

### Fairfield County GIS



#### Notes

PCL 007 CHAOS LLC

# Data For Parcel 0490254400

## Base Data

<b>Parcel:</b>	0490254400
<b>Owner:</b>	CHAOS LLC
<b>Address:</b>	8010 LANCASTER-NEWARK RD



[+] Map this property.

## Mailing Address

<b>Mailing Name:</b>	CHAOS LLC
<b>Address:</b>	6644 WOOLARD RD
<b>City State Zip:</b>	PLEASANTVILLE, OH 43148

## Taxing District

<b>City:</b>	UNINCORPORATED
<b>Township:</b>	WALNUT TOWNSHIP
<b>School District:</b>	LIBERTY UNION-THURSTON L.S.D.

## Legal

<b>Neighborhood:</b>	00065014 FOXCHASE/EXECUTIVE 020	<b>Legal Acres:</b>	3.12
<b>Legal Description:</b>	R 18 T 16 S 20 SW	<b>Land Use:</b>	(435) C - DRIVE-IN REST/FOOD SERVICE FAC
		<b>Property Class:</b>	COMMERCIAL
		<b>Range Township Section:</b>	0-0-0
<b>Map Number:</b>	0020-00-015-00		

## Tax Year 2020 Tentative Valuation

	Appraised	Assessed (35%)
<b>Land Value:</b>	\$46,600.00	\$16,310.00
<b>Building Value:</b>	\$33,390.00	\$11,690.00
<b>Total Value:</b>	\$79,990.00	\$28,000.00
<b>CAUV Land Value:</b>	\$0.00	
<b>Taxable Value:</b>	\$28,000.00	

## Tax Credits

<b>Owner Occupancy Credit:</b>	NO
<b>Homestead Reduction:</b>	NO

## Notes

<b>Notes:</b>	

*GIS parcel shapefile last updated 7/13/2020 10:50:02 AM.*

*The CAMA data presented on this website is current as of 7/14/2020 12:29:13 AM.*

# Data For Parcel 0490254400

**Note:**

Taxes shown below HAVE BEEN certified by the Fairfield County Auditor.

**Tax Data**

Parcel: 0490254400  
 Owner: CHAOS LLC  
 Address: 8010 LANCASTER-NEWARK RD



[+] Map this property.

[View and Print Tax Bill](#)

Change Tax Year: 2019 ▼

Property Tax

	Tax Year 2019 Payable 2020	
	First Half	Second Half
<b>Gross Charge:</b>	\$971.60	\$971.60
<b>Reduction Factor:</b>	(\$232.17)	(\$232.17)
<b>Non-Business Credit:</b>	\$0.00	\$0.00
<b>Owner Occupancy Credit:</b>	\$0.00	\$0.00
<b>Homestead Reduction:</b>	\$0.00	\$0.00
<b>Special Assessments:</b>	\$0.00	\$0.00
<b>CAUV Recoupment:</b>	\$0.00	\$0.00
<b>Penalties And Adjustments:</b>	\$0.00	\$0.00
<b>Subtotals:</b>	\$739.43	\$739.43
<b>Prior Charges:</b>		\$0.00
<b>Interest:</b>		\$0.00
<b>Full Year Total:</b>		\$1,478.86
<b>Payments:</b>		(\$739.43)
<b>Half Year Due:</b>		\$0.00
<b>Full Year Due:</b>	\$739.43	<input type="button" value="Pay This Amount"/>

Special Assessments

No data found for this parcel.

Payment History

Date	Amount
2/26/2020	(\$739.43)
7/25/2019	(\$852.15)
2/27/2019	(\$852.15)
7/20/2018	(\$854.02)
3/12/2018	(\$42.70)

2/28/2018		(\$854.02)
1/12/2017		(\$1,588.92)
7/1/2016		(\$792.64)
2/11/2016		(\$792.64)
6/17/2015		(\$761.30)
2/6/2015		(\$761.30)
7/3/2014		(\$747.69)
2/14/2014		(\$747.69)
7/15/2013		(\$759.87)
2/21/2013		(\$759.87)
7/19/2012		(\$762.35)
2/13/2012		(\$762.35)
7/11/2011		(\$746.45)
2/4/2011		(\$746.45)
7/20/2010		(\$747.16)
2/17/2010		(\$747.16)
7/14/2009		(\$728.91)
2/13/2009		(\$728.91)
7/16/2008		(\$677.71)
2/26/2008		(\$677.71)

Report Discrepancy

*GIS parcel shapefile last updated 7/13/2020 10:50:02 AM.*

*The CAMA data presented on this website is current as of 7/14/2020 12:29:13 AM.*