

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 appraisal 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.

DEFEASANCE. 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

Cheryle S. Lange

County, OH

(Official Seal)



CHERYLE S. LANGE Identification Number
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) Kumaly 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)- *Chass LLC*

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

John A. Slattery, 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 23rd day of June, 2018⁶.

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 23rd 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

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
11/27/15
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