

TITLE REPORT

C/R/S	ERI-US 0006 Connectivity Corridor
PARCEL	39-00156.000
PID	116570

☒ 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
Resort Properties Management	N/A	Fee
Mailing Address: 609 Mariner Village Huron, Ohio 44839		
Phone Number: 419-433-4945		
Property Address: 2716 Cleveland Road Huron, Ohio 44839		
Agent: Thomas C. Bleile, Agent, 419-627-2050		

(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 Huron, County of Erie and State of Ohio: Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County...containing 3.701 acres

Title acquired by: Instrument 200517459, filed 12-29-2005 APN 39-00156.000 3.7010 acres per Tax Card

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
Resort Properties Management, Ltd. to National City Bank, N.A. 1900 East 9 th Street Cleveland, Ohio 44114 216-222-3030 (now PNC Bank)	12-29-2005	\$180,000.00 Open-End Mortgage and Assignment of Rents and Leases

Recorded in Instrument 200517461

(3-B) LEASES

Name & Address	Commercial/Residential	Term
None found of record		

(3-C) EASEMENTS

Name & Address	Type
Andrew and Ethelyn Schenk to Toledo Edison Company No address given	Electric Transmission Lines

Recorded in Deed Book Volume 234, Page 96, filed 7-3-1952

Cannot determine if in Take Area

Andrew J. Schenk and Ethelyn E. Schenk to
State of Ohio
No address given

Easement for Highway
Purposes (Parcel 265-LA)

Recorded in Deed Book Volume 309, Page 158, filed 5-6-1960

Cannot determine if in Take Area

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

Found in the Ohio Secretary of State's Office Articles of Organization recorded as Doc ID 4300_0768, filed 12-2-1994 for Resort Properties Management, Ltd., Gregory L. Hill, Agent.

Found in the Ohio Secretary of State's Office Limited Liability Company Certificate of Amendment/Restatement/Correction recorded as Doc ID 200212600540, filed 5-6-2002 for Resort Properties Management, Ltd., Thomas C. Bleile, Agent.

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

County: Erie Township: Huron School District: Huron CSD

AUD. PAR. NO(S)	Land	Building	Total	Taxes
39-00156.000	<u>\$111,030</u>	<u>\$0.00</u>	<u>\$111,030</u>	<u>\$1,130.55 per half</u>

1st half 2022: PAID
2nd half 2022: PAID
100% Values Shown

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

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

N/A

This Title Report covers the time period from 8-16-1901 to 10-20-2023. 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) 39-00156.000 and presently standing in the name of Resort Properties Management as the same are entered upon the several public records of Erie County, Ohio.

Date & Time 10-20-2023 @ 7:59 AM (am/pm)

Signed *Dick Schorr*

Dick Schorr
Print Name O. R. Colan Associates

UPDATE TITLE BLOCK

This Title Report covers the time period from _____ to _____. 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) _____ and presently standing in the name of _____ as the same are entered upon the several public records of Erie County, Ohio.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00156.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
ZRC Limited, an Ohio limited liability company	Resort Properties Management	12-28-2005	12-29-2005 at 10:38 AM	Inst. 200517459	\$190.00	Warranty Deed
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio: Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County...containing 3.701 acres				
Water's Edge Landscape and Lawn Care, Inc., an Ohio corporation, fka B & K Property Management, Inc., an Ohio corporation	ZRC Limited, an Ohio limited liability company	9-1-2004	9-2-2004 at 11:04 AM	Inst. 200412631	\$137.00	General Warranty Deed
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio: Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County...containing 3.701 acres				
Richard F. Cross and Kathy A. Cross, husband and wife	B & K Property Management, Inc., an Ohio corporation, nka Water's Edge Landscape and Lawn Care, Inc., an Ohio corporation	8-27-2004	9-2-2004 at 11:03 AM	Inst. 200412630	\$129.80	General Warranty Deed
No dower rights released		Situating in the Township of Huron, County of Erie and State of Ohio: Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County...containing 3.701 acres				
Fee	Fee					

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00156.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Dorothy K. Cross, widow and not remarried Und. ½ Int.	Richard F. Cross Und. ½ Int.	5-29-1984	6-12-1984 at 12:29 PM	DB 508, Page 460	Exempt	Quit Claim Deed
		Situating in the Township of Huron, County of Erie and State of Ohio: Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County...containing 3.701 acres				
Sharon A. George, widow and unremarried Fee	Dorothy K. Cross, married and Richard F. Cross, married Fee	10-10-1973	10-19-1973 at 3:28 PM	DB 430, Page 577	\$42.00	Warranty Deed
		Situating in the Township of Huron, County of Erie and State of Ohio: Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County...containing 3.701 acres				
Thomas C. George, deceased	Sharon A. George	9-29-1972	9-13-1973 at 3:44 PM	DB 429, Page 626	Exempt	Death Certificate
		Death Certificate showing that the Grantor died and that the property he owned is now in the spouse's name due to the deed with survivorship rights				
Julian G. Chill and Janice M. Chill, husband and wife All dower rights released Fee	Thomas C. George and Sharon A. George, husband and wife Fee	4-13-1967	4-21-1967 at 2:29 PM	DB 374, Page 13	Exempt	Warranty Deed with Survivorship Rights
		Situating in the Township of Huron, County of Erie and State of Ohio: Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County...containing 3.701 acres				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00156.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Ethelyn E. Snyder, married, formerly Ethelyn E. Schenk	Julian G. Chill and Janice M. Chill	9-30-1965	10-6-1965 at 2:32 PM	DB 359, Page 440	Exempt	Warranty Deed
Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio: Parcel 1: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Southeast corner of Lot Number Twenty-Five (25) in the Third Section of aforesaid Township...containing 2.5 acres Parcel 2: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Northeast corner of Lot Number Twenty-Four (24) in the Third Section of aforesaid Township...containing 8.10 acres less 4.60 acres leaving 3.50 acres.				
Andrew J. Schenk, husband	Ethelyn E. Schenk, wife of the said Grantor	8-22-1949	9-6-1960 at 11:54 AM	DB 312, Page 178	Exempt	Warranty Deed
Und. ½ Int.	Und. ½ Int.	Situated in the Township of Huron, County of Erie and State of Ohio: Parcel 1: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Southeast corner of Lot Number Twenty-Five (25) in the Third Section of aforesaid Township...containing 2.5 acres Parcel 2: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Northeast corner of Lot Number Twenty-Four (24) in the Third Section of aforesaid Township...containing 8.10 acres less 4.60 acres leaving 3.50 acres.				
Lena Windau, married	Andrew J. Schenk and Ethelyn E. Schenk	8-17-1949	8-29-1949 at 1:41 PM	DB 211, Page 88	\$5.50 Stamps	Warranty Deed
All dower rights released	Fee	Situated in the Township of Huron, County of Erie and State of Ohio: Parcel 1: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Southeast corner of Lot Number Twenty-Five (25) in the Third Section of aforesaid Township...containing 2.5 acres Parcel 2: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Northeast corner of Lot Number Twenty-Four (24) in the Third Section of aforesaid Township...containing 8.10 acres less 4.60 acres leaving 3.50 acres.				
Fee						
Mary Hockeimer, unmarried	Lena Windau	5-4-1949	5-9-1949 at 2:34 PM	DB 208, Page 297	N/A	Warranty Deed
Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio: Parcel 1: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Southeast corner of Lot Number Twenty-Five (25) in the Third Section of aforesaid Township...containing 2.5 acres Parcel 2: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Northeast corner of Lot Number Twenty-Four (24) in the Third Section of aforesaid Township...containing 8.10 acres less 4.60 acres leaving 3.50 acres. Note: Grantor reserves a Life Estate for herself during her natural life. Note: No record of Death Certificate for Mary Hockeimer or a deed releasing said Life Estate.				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00156.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Frank Hockeimer	Mary Hockeimer	3-10-1941	6-7-1941 at 8:56 AM	DB 168, Page 16	Exempt	Warranty Deed
No dower rights released	Fee	Situated in the Township of Huron, County of Erie and State of Ohio: Parcel 1: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Southeast corner of Lot Number Twenty-Five (25) in the Third Section of aforesaid Township...containing 2.5 acres Parcel 2: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Northeast corner of Lot Number Twenty-Four (24) in the Third Section of aforesaid Township...containing 8.10 acres				
Fee						
Louis George Bangel	Frank Hockeimer	7-30-1901	8-16-1901 at 9:00 AM	DB 71, Page 72	N/A	Warranty Deed
All dower rights released	Fee	Situated in the Township of Huron, County of Erie and State of Ohio: Parcel 1: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Southeast corner of Lot Number Twenty-Five (25) in the Third Section of aforesaid Township...containing 2.5 acres Parcel 2: Commencing at a point South 89 ¼ degrees West Nine and 22/100 chains from the Northeast corner of Lot Number Twenty-Four (24) in the Third Section of aforesaid Township...containing 8.10 acres				
Fee						
Partial Root for APN 39-00156.000						
The Toledo Edison Company, an Ohio corporation	Andrew and Ethelyn Schenk	10-17-1949	11-12-1949 at 11:29 AM	DB 212, Page 476	Exempt	Quit Claim Deed
Fee	Fee	Situate in Section 3, Lot 25, Huron Township, Erie County, Ohio: Being the 16.5 foot strip of land which was the old Lake Shore Electric Railway right of way...				
F.W. Coen, Special Master, Re: Ohio Utilities Finance Company, Complainant vs The Lake Shore Electric Railway Company, et.al., Defendants	The Toledo Edison Company	2-23-1938 2-25-1938 3-11-1938 3-12-1938 3-14-1938	3-30-1938 at 2:08 PM	DB 157, Page 533	Exempt	Deed and Bill of Sale
Fee	Fee	The parcel is identified as #8. Contract with Fred and Emma Hockeimer, dated 1-27-1903, recorded in Volume 72, Page 528, Erie count Deed records. (See Page 544, Item 8)				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00156.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Frank Hockeimer and Emma Hockeimer, his wife	The Sandusky & Interurban Electric Railway Company	1-27-1903	3-30-1903 at 3:30 PM	DB 72, Page 528	N/A	Contract for Right of Way
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio: known as part of 10.60 acres owned by grantor in lot Number 24 and 25 in Section No. 3 in said Township...containing 0.22 acre.				
		Partial Root for APN 39-00156.000				

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT ZRC Limited, an Ohio limited liability company, the Grantor, claiming title by or through instrument recorded in RN No. 200412631, Erie County, Ohio, Deed Records, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to its full satisfaction of **RESORT PROPERTIES MANAGMENT** the Grantee, whose tax mailing address will be 2716 Cleveland Road, Huron, OH 44839, does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs and assigns, the following described premises, situated in the Township of Huron, County of Erie, and State of Ohio:

Please see "Exhibit A"

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantor, for itself and its heirs, executors and administrators, hereby covenants with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

Executed this 28th day of December, 2005.

Grantor:

ZRC LIMITED, AN OHIO LIMITED LIABILITY COMPANY

By:

Greg Zimmerman
Greg Zimmerman

STATE OF OHIO)

ERIE COUNTY)

ss.

EXECUTED BEFORE ME, on the 28th day of December, 2005, by Greg Zimmerman who states he holds the title of owner with ZRC Limited, an Ohio limited liability company, grantor, who, under penalty of perjury in violation of section 2921.11 of the Revised Code, represented to me to be said person duly authorized to execute this instrument.

(SEAL)

KIM M. HOWARD
Notary Public
State of Ohio
My Commission
Expires 4-7-09

Kim M. Howard
NOTARY PUBLIC

This Instrument Prepared by

Robert P. Boehk, RENO & FERBER, P.C.



FILED DE 1 MI

PR 18 80

MICROFILMED/
SCANNED

CASE # 6005480
LAWYERS TITLE INS. CORP.

Situated in the Township of Huron, County of Erie and State of Ohio: Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County, Ohio, as follows: Beginning at the northeast corner of lands conveyed by Mossie Stout to Roscoe and Violet Stout by deed recorded in Volume 233, Page 149, Erie County Deed Records, the same being in the centerline of the Cleveland-Sandusky Road; thence South 76 degrees 03' East, along the centerline of the Cleveland-Sandusky Road, 264.23 feet to a point; thence South 13 degrees 57' West, 246.50 feet to a point; thence South 76 degrees 03' East, 144.93 feet to the west line of a 4.60 acre parcel conveyed to Glenn O'Dell by deed recorded in Volume 101, Page 157, Erie County Deed Records; thence South 3 degrees 41' East, along last mentioned line, 296.59 feet to the north right of way line of Relocated Ohio State Route 2; thence North 89 degrees 31' West, along last mentioned line, 316.28 feet to the east line of said Roscoe and Violet Stout lands, thence North 3 degrees 40' West, along last mentioned line, 632.50 feet to the place of beginning and containing 3.701 acres, more or less, but subject to all legal highways.

Property Address: 2716 Cleveland Road, Huron, OH 44839
Tax ID No.: 39-00156.000

Transferred
December 29, 2005
Connie L. Ward
ERIE COUNTY AUDITOR
See 506110

APPROVED as per Erie County Requirements
and Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer
12-29-05

This conveyance has been examined and the grantor has complied with sections 310-202 and 322-02 of the Revised Code.	
FEE: \$	<u>190.00</u>
EXEMPT:	_____
R. E. TRANSFER:	_____
\$	<u>570.00</u>
CONNIE L. WARD Erie County Auditor	
By:	<i>[Signature]</i>

GENERAL WARRANTY DEED

*fka B & K Property Management, Inc. An Ohio Corporation
Water's Edge Landscape and Lawn Care, Inc.* an Ohio Corporation, for
valuable consideration paid, grants to ZRC Limited, an Ohio limited liability company,
whose tax mailing address is 2382 Sandusky CR 292, Bellevue, Ohio 44811, the
following real property:

Situated in the Township of Huron, County of Erie and State of Ohio:

Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie
County, Ohio, as follows: Beginning at the northeast corner of lands conveyed
by Mossie Stout to Roscoe and Violet Stout by deed recorded in Volume 233,
Page 149, Erie County Deed Records, the same being in the centerline of the
Cleveland-Sandusky Road; thence South 76 degrees 03' East, along the
centerline of the Cleveland-Sandusky Road, 264.23 feet to a point; thence South
13 degrees 57' West 246.50 feet to a point; thence South 76 Degrees 03' East,
144.93 feet to the west line of a 4.60 acre parcel conveyed to Glenn O'Dell by
deed recorded in Volume 101, Page 157, Erie County Deed Records; thence
South 3 degrees 41' East, along last mentioned line, 296.59 feet to the north
right of way line of Relocated Ohio State Route 2; thence North 89 degrees 31'
West, along last mentioned line, 316.28 feet to the east line of said Roscoe and
Violet Stout lands, thence North 3 degrees 40' West, along last mentioned line,
632.50 feet to the place of beginning and containing 3.701 acres, more or less,
but subject, however, to all legal highways and easements for electric and water
lines.

Prior Deed Reference:

RN 200412630
Erie County, Ohio Deed Records

These premises are transferred with general warranty covenants,
excepting taxes and assessments, both general and special, from the date of the
recordation of this deed and thereafter, which Grantee assumes and agrees to pay,
easements, restrictions and reservations of record and zoning ordinances, if any.

IN WITNESS WHEREOF, the said corporation has caused its corporate
name to be hereunto subscribed and its corporate seal hereunto affixed by Brian L.
Cockrell, President, under authorization by Resolution of its Board of Directors, this
1st day of ~~August~~ Sept., 2004.

WATER'S EDGE LANDSCAPE AND LAWN
CARE, INC., an Ohio corporation

By: Brian L. Cockrell
Brian L. Cockrell, President

STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State,
personally appeared the above-named Brian L. Cockrell, President, on behalf of said
Corporation, who acknowledged that he did sign the foregoing instrument with full
power and authority and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at Sandusky, Ohio, this 1st day of ~~August~~ Sept., 2004.

SALLY A. CROW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 25, 2009

Prepared by ATTORNEY RICHARD E. GRUBBE of the Law Firm of TONE, GRUBBE, MCGORY & VERMEEREN, LTD.

MICROFILMED
SCANNED

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-39.07 of the
Ohio Administrative Code only. No field
Verifications for Accuracy made.

Erie County Engineer

[Signature]
9/2/04

This conveyance has been examined
and the grantor has complied with
sections 310-202 and 329.62 of the
Revised Code

EXEMPT: \$	137.00
P. E. TRANSFER: \$	411.00
DUPLICATE: \$	
ERIE COUNTY AUDITOR	

[Signature]

Transferred
September 2, 2004
John T. Hammond
ERIE COUNTY AUDITOR
See 504110

GENERAL WARRANTY DEED

Richard F. Cross and Kathy A. Cross, Husband and Wife, for valuable consideration paid, grant to B & K Property Management, Inc., an Ohio Corporation nka Water's Edge Landscape and Lawn Care, Inc., an Ohio Corporation, whose tax mailing address is 717 Windward Circle, Sandusky, Ohio 44870, the following real property:

Situated in the Township of Huron, County of Erie and State of Ohio:

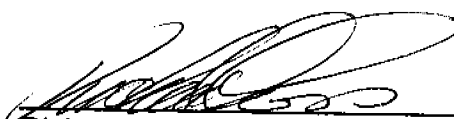
Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County, Ohio, as follows: Beginning at the northeast corner of lands conveyed by Mossie Stout to Roscoe and Violet Stout by deed recorded in Volume 233, Page 149, Erie County Deed Records, the same being in the centerline of the Cleveland-Sandusky Road; thence South 76 degrees 03' East, along the centerline of the Cleveland-Sandusky Road, 264.23 feet to a point; thence South 13 degrees 57' West 246.50 feet to a point; thence South 76 Degrees 03' East, 144.93 feet to the west line of a 4.60 acre parcel conveyed to Glenn O'Dell by deed recorded in Volume 101, Page 157, Erie County Deed Records; thence South 3 degrees 41' East, along last mentioned line, 296.59 feet to the north right of way line of Relocated Ohio State Route 2; thence North 89 degrees 31' West, along last mentioned line, 316.28 feet to the east line of said Roscoe and Violet Stout lands, thence North 3 degrees 40' West, along last mentioned line, 632.50 feet to the place of beginning and containing 3.701 acres, more or less, but subject, however, to all legal highways and easements for electric and water lines.

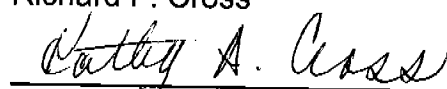
Prior Deed Reference: *sac*
Volume 430, Page 577 and
Volume 508, page 460
Erie County, Ohio Deed Records

This deed is given in completion of the Land Contract recorded at RN 200320353, Erie County, Ohio Official Records.

These premises are transferred with general warranty covenants, excepting taxes and assessments, both general and special, from the date of the recordation of this deed and thereafter, which Grantee assumes and agrees to pay, easements, restrictions and reservations of record and zoning ordinances, if any.

EXECUTED this 27 day of August, 2004.


Richard F. Cross


Kathy A. Cross

MICROFILMED
SCANNED

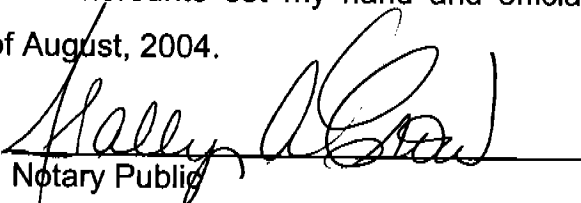
HARTUNG TITLE ORDER # E186468A

FR 9A DE 11 AM
FR 9A SC

STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Richard F. Cross and Kathy A. Cross, Husband and Wife, who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said persons and who signed the foregoing Instrument and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 27 day of August, 2004.

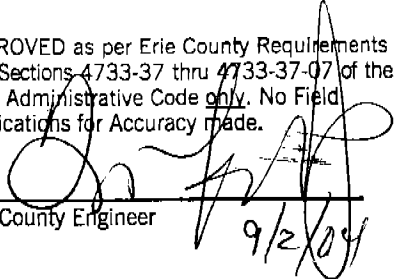

Notary Public

SALLY A. CROW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 25, 2009

Transferred
September 2, 2004
Jesse T. Hammond
ERIE COUNTY AUDITOR
Fee 504/110

This conveyance has been examined and the grantor has complied with sections 310-202 and 322.02 of the Revised Code.	
FEE: \$	129.80
EXEMPT: \$	
R. E. TRANSFER: \$	389.40
JULIE T. HAMMOND Erie County Auditor	

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.


Erie County Engineer 9/2/04

Know all Men by these Presents

That,

DOROTHY K. CROSS (Widow and Not Remarried)

, the Grantor ,
who claims title by or through instrument , recorded in Volume , Page ,
County Recorder's Office, for the consideration of
Ten ***** Dollars (\$ 10.00)
received to her full satisfaction of

RICHARD F. CROSS

the Grantee ,
whose TAX MAILING ADDRESS will be 2716 Cleveland Road - West
Huron, Ohio 44839

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 , his heirs and assigns forever, all such right and
title as she , the said grantor , have or ought to have in and to the
following described piece or parcel of land, situated in the Township of
Huron County of Erie and State of Ohio:

and known being those parts of Original Lots Twenty-four (24) and Twenty-five (25)
Section Three (3), as follows: Beginning at the Northeast corner of lands con-
veyed by Mossie Stout to Roscoe and Violet Stout by deed recorded in Volume 233
Page 149, Erie County Deed records, the same being in the centerline of the
Cleveland-Sandusky Road; thence South 76°03' East, along the centerline of
the Cleveland-Sandusky Road, 264.23 feet to a point; thence South 13°57' West
246.50 feet to a point; thence South 76°03' East, 144.93 feet to the West line
of a 4.60 acre parcel conveyed to Glen O'Dell by deed recorded in Volume 101
Page 157, Erie County Deed Records; thence South 3°41' East along last mentioned
line, 296.59 to the North right of way line of Relocated Ohio State Route 2;
thence North 89°31' West, along last mentioned line, 316.28 feet to the East line
of said Roscoe and Violet Stout lands; thence North 3°40' West, along last
mentioned line, 632.50 feet to the place of beginning and containing 3.701 Acres,
more or less.

This conveyance has been examined and the Grantor has
complied with section 594-202 of the Revised Code

FILED

EX-APP

James McKaen, County Auditor

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, heirs and assigns, so that neither the said grantor, nor heirs, nor any other persons claiming title through or under, 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

do hereby remise, heirs and assigns, all right and expectancy of Power in the above described premises.

In Witness Whereof, I have hereunto set my hand, the 29th day of MAY, in the year of our Lord one thousand nine hundred and eighty-four.
Signed and acknowledged in presence of
William A. Hamann
Linda R. Hamann
DOROTHY K. CROSS

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

DOROTHY K. CROSS

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

In Testimony Whereof, I have hereunto set my hand and official seal, at Westlake, Ohio this 29th day of MAY A. D. 1984.

William A. Hamann, Jr.

WILLIAM A. HAMANN, JR., Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.



0340587



FILED

'84 JUN 12 P12:29

DOROTHY K. CROSS

JOHN C. SCHORER

NOTARY PUBLIC
CUYAHOGA COUNTY, OHIO

RICHARD F. CROSS

Transferred June 12, 1984
James A. Hamann
COUNTY AUDITOR
June 30, 1984
State of Ohio
County of Erie ss.

Received for Record on the 12th day of June 19, 84 at 12:29 o'clock P. M. and Recorded June 13th, 1984 in Deed Book 508 Page 460-461

John C. Schorer,
COUNTY RECORDER

Reorders Fee \$10.00 Paid

This instrument prepared by
WILLIAM A. HAMANN, JR.
24549 Detroit Road
Westlake, Ohio 44145

New
Law



Know all Men by these Presents

That Sharon A. George, a widow and unmarried, the Grantor, for the consideration of One Dollar (\$1.00) and other valuable consideration received to her full satisfaction of Dorothy E. Cross, married, and Richard F. Cross, married, the Grantees, whose tax mailing address is 1213 Riverside Drive, Huron, Ohio, 44839, the receipt of which is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Grantees, their heirs and assigns, the following described premises, situated in the Township of Huron, County of Erie and State of Ohio:

Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County, Ohio, as follows:

Beginning at the northeast corner of lands conveyed by Mossie Stout to Roscoe and Violet Stout by deed recorded in Volume 233, Page 149, Erie County Deed Records, the same being in the centerline of the Cleveland-Sandusky Road; thence South $76^{\circ} 03'$ East, along the centerline of the Cleveland-Sandusky Road, 264.23 feet to a point; thence South $13^{\circ} 57'$ West, 246.50 feet to a point; thence South $76^{\circ} 03'$ East, 144.93 feet to the west line of a 4.60 acre parcel conveyed to Glenn O'Dell by deed recorded in Volume 101, Page 157, Erie County Deed Records; thence South $3^{\circ} 41'$ East, along last mentioned line, 296.59 feet to the north right of way line of Relocated Ohio State Route 7; thence North $89^{\circ} 31'$ West, along last mentioned line, 316.28 feet to the east line of said Roscoe and Violet Stout lands; thence North $3^{\circ} 40'$ West, along last mentioned line, 632.50 feet to the place of beginning and containing 3.701 acres, more or less, but subject however to all legal highways and easements for electric lines and water lines.

PRIOR DEED REFERENCE: Volume 374, Page 13
Erie County, Ohio Deed Records.

be the same more or less, but subject to all legal highways and easements and building and zoning restrictions of record.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereunto belonging unto the said Grantees, their heirs and assigns forever.

And the said Grantor, for herself, her heirs, executors and administrators, hereby covenants with the said Grantees, their heirs and assigns, that she is the true and lawful owner of said premises and is well seized of the same in FEE SIMPLE, and has good right and full power to BARGAIN, SELL and CONVEY the same in the manner aforesaid, and that the same are free and clear from all encumbrances whatsoever except restrictions, easements and conditions of record, and except taxes and assessments, general and special, certified and uncertified, for the year 1973 which shall be prorated as of the date this deed is recorded; and that the said Grantor will warrant and defend said premises, with the appurtenances thereunto belonging to the said Grantees, their heirs and assigns, against all lawful claims

and demands whatsoever, except as above stated.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of October, in the year of our Lord, One Thousand Nine Hundred Seventy-three.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

George M. Muehlhauser III
Witness

Sharon A. George
SHARON A. GEORGE

George M. Muehlhauser III
Witness

STATE OF OHIO)
COUNTY OF ERIE) ss:

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared the above named SHARON A. GEORGE, a widow and unmarried, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 10th day of October, 1973.

George M. Muehlhauser III
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE

George M. Muehlhauser III
Notary Public

The foregoing instrument was prepared by George M. Muehlhauser, III, of the Law Firm of MUEHLHAUSER, LUCAL & PFEFFERLE, 502 West Washington Street, Sandusky, Ohio, 44870.

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEE \$ 42.00
EXEMPT _____
GERALD SCHWEINFURTH, County Auditor

263163

WARRANTY REED

NOV 19 1973 PM 3 28

Sharon A. George
John C. Scherer
RECORDER
ERIE COUNTY, OHIO
TO

Dorothy K. Cross
and
Richard P. Cross

Transferred Oct 19, 1973

Gerald Schweinfurth
County Auditor

STATE OF OHIO, COUNTY OF ERIE SS:

Recorded October 23rd., 1973 in Erie County Deed Records, Vol. 430, Page 577-578.

John C. Scherer, Recorder

LAWYERS TITLE INSURANCE COMPANY
BOX 1229
SANDUSKY, OHIO

42987
MUEHLHAUSER, LUCAL & PFEFFERLE
502 West Washington St.
Sandusky, Ohio, 44870
Phone 625-0515

MICROFILMED

262390

OHIO DEPARTMENT OF HEALTH

VOL. 429 PAGE 626

Reg. Dist. No. 22

Primary Reg. Dist. No. 2200

DIVISION OF VITAL STATISTICS

State File No.

Registrar's No.

564

CERTIFICATE OF DEATH

DECEASED—NAME First Middle Last			SEX	DATE OF DEATH (Month, Day, Year)	
1. THOMAS CLELAND GEORGE			2. Male	3. September 20, 1972	
RACE (White, negro, american indian, etc. (Specify))	AGE—Last birthday (years)	UNDER 1 YEAR	UNDER 1 DAY	DATE OF BIRTH (Month, Day, Year)	COUNTY OF DEATH
4. White	5a. 26	5b. No Days	5c. Hour Min.	6. May 13, 1946	7a. Erie
CITY, VILLAGE, OR LOCATION OF DEATH		INSIDE CITY LIMITS (Specify yes or no)	HOSPITAL OR OTHER INSTITUTION—NAME (If not in either, give street and number)		
7b. Huron Township		7c. No	7d. Cleveland Road, West		
STATE OF BIRTH (If not in U.S.A., name country)	CITIZEN OF WHAT COUNTRY	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify)	SURVIVING SPOUSE (If wife, give maiden name)		
8. Ohio	9. U.S.A.	10. married	11. Sharon Becastro		
SOCIAL SECURITY NUMBER		WAS DECEASED EVER IN U. S. ARMED FORCES? (If yes, give war or dates of service)			
12a. 289-38-2287		12b. No			
USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)			KIND OF BUSINESS OR INDUSTRY		
13a. Auto Body Repairman			13b. self-employed		
RESIDENCE—STATE	COUNTY	CITY, VILLAGE OR LOCATION	INSIDE CITY LIMITS (Specify yes or no)	STREET AND NUMBER	
14a. Ohio	14b. Erie	14c. Huron	14d. YES	14e. 217 Center Street	
FATHER—NAME First Middle Last			MOTHER—MAIDEN NAME First Middle Last		
15. William - George			16. June - Gady		
INFORMANT—NAME			MAILING ADDRESS (Street or R.F.D. no., city or village, state, zip)		
17a. Mrs. Sharon George			17b. 217 Center Street, Huron, Ohio, 44839		
PART I. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c))					
18. IMMEDIATE CAUSE				APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH	
(a) ASPHYXIAATION				1-2 HRS	
DUE TO, OR AS A CONSEQUENCE OF:					
(b) CARBON MONOXIDE INTOXICATION				21	
DUE TO, OR AS A CONSEQUENCE OF:					
(c)					
PART II. OTHER SIGNIFICANT CONDITIONS: Conditions contributing to death but not related to cause given in part I (a)					
19a. NO 19b. IF YES were findings considered in determining cause of death					
ACCIDENT, SUICIDE, HOMICIDE, OR UNDETERMINED (Specify)		DATE OF INJURY (Month, Day, Year)	HOW INJURY OCCURRED (Enter nature of injury in part I or part II, item 18)		
20a. SUICIDE		20b. 9/20/1972	20c. A 20d. RAN CAR ENGINE		
INJURY AT WORK (Specify yes or no)		PLACE OF INJURY (Home, farm, street, factory, office, bldg., etc. (Specify))	LOCATION (Street or R.F.D. no., city or village, state, zip)		
20a. NO		20f. AUTO REPAIR SHOP	20g. 2716 CLEVELAND RD., W. HURON, O. 44839		
CERTIFICATION—PHYSICIAN: I ATTENDED THE		TO	AND LAST SAW HIM/HER	I DID/DID NOT VIEW THE BODY AFTER DEATH.	DEATH OCCURRED (Hour)
21a. DECEASED FROM		21b.	21c. Mon Day Year	21d.	21e. At the place, on the date, and, to the best of my knowledge, due to the cause(s) stated.
CERTIFICATION—CORONER: On the basis of the examination of the body and/or the investigation, in my opinion, death occurred on the date and due to the cause(s) stated.					
Hour of death					
22a. EARLY A.M. 22b. 9:20 1972 9:00 A.M.					
CERTIFIER—NAME (Type or print)		SIGNATURE		DATE SIGNED	
23a. J/A/Buder, D.O. Coroner		23b. J.A. Buder D.O. CORONER		23c. 9/25/1972	
MAILING ADDRESS—CERTIFIER		STREET OR R.F.D. NO.		CITY OR VILLAGE	STATE ZIP
23d. 1723 Columbus Ave., Sandusky, Ohio 44870					
BURIAL, CREMATION (Specify)	DATE	NAME OF CEMETERY OR CREMATORY		LOCATION (City, village, or county) (State)	
24a. Burial	24b. Sept. 23, 1972	Restlawn		24d. Huron, Ohio	
NAME OF EMBALMER		(LIC. NO.)	FUNERAL DIRECTOR'S SIGNATURE		(LIC. NO.)
25. Ronald R. Wheland		6117-A	26. Ronald R. Wheland		5144
FUNERAL FIRM AND ADDRESS		(STREET NO.)	(CITY)	(STATE)	(ZIP)
27. Wheland Funeral Home, 410 Main Street, Huron, Ohio, 44839					
DATE REC'D BY LOCAL REG.	REGISTRAR'S SIGNATURE	DATE PERMIT ISSUED	SIGNATURE OF PERSON ISSUING PERMIT		DIST. NO.
28. 9-27-72	29. Ruth P. P. P.	30. 9-21-72	31. Patricia Spencer		22

FILED

1973 SEP 13 PM 3 44

This is to certify that this is a copy of ^{JOHN C. SCHERER}
 the Health record on file ^{RECORDER}
 the Department of Health, Sandusky,
 Ohio. ^{ERIE COUNTY, OHIO}

Paul Ried

REGISTRAR VITAL STATISTICS

issued 9/29/72

Huron City

Lot - 43 E. $\frac{1}{2}$ of N. 66' on Center St

9/13/73

Huron Twp.

Sec 3 Lot 24 - 25 S. Of Cleve Sandusky Rd 3.701-A

Fee .70 B

Luella B. Schwenfurst
 auditor

B.P.

Recorded September 14th., 1973 in Erie
 County Deed Records, Vol. 429, Page
 626-627.

John C. Scherer, Recorder

40 4-273 J. Pfefferle
 374-13 \$3.50 Paid

MICROFILMED

Know all Men by these Presents

That Julian G. Chill and Janice M. Chill, husband and wife,

, the Grantor &
who claim title by or through instrument, recorded in Volume _____, Page _____, County _____
Recorder's Office, for the divers good causes and considerations thereunto moving, and especially for
the sum of Ten and no/100-----Dollars (\$ 10.00)

received to their full satisfaction of Thomas C. George and Sharon A. George

, husband and wife, the Grantees,

whose TAX MAILING ADDRESS will be 118 McKinley Street, Huron, Ohio

do

Give, Grant, Bargain, Sell and Convey unto the said Grantees, and to the survivor of them,
his or her heirs and assigns, the following described premises, situated in the Township _____ of
Huron _____, County of _____ Erie _____ and State of Ohio:

Being those parts of Original Lots 24, 25, Section 3, Huron Township,
Erie County, Ohio, as follows:

Beginning at the northeast corner of lands conveyed by Mossie Stout to Roscoe and Violet Stout by deed recorded in Volume 233, Page 149, Erie County Deed Records, the same being in the centerline of the Cleveland-Sandusky Road; thence South 76°03' East, along the centerline of the Cleveland-Sandusky Road, 264.23 feet to a point; thence South 13°57' West, 246.50 feet to a point; thence South 76°03' East, 144.93 feet to the west line of a 4.60 acre parcel conveyed to Glenn O'Dell by deed recorded in Volume 101 Page 157, Erie County Deed Records; thence South 3°41' East, along last mentioned line, 296.59 feet to the north right of way line of Relocated Ohio State Route 2; thence North 89°31' West, along last mentioned line, 316.28 feet to the east line of said Roscoe and Violet Stout lands; thence North 3°40' West, along last mentioned line, 632.50 feet to the place of beginning and containing 3.701 acres, more or less, but subject however to all legal highways and easements for electric lines and water lines.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantees, and to the survivor of them, his or her separate heirs and assigns forever.

And the said Grantor s , forthemselves and their heirs, executors and administrators, hereby covenant with the said Grantees, their heirs and assigns, that said Grantor s are the true and lawful owner s of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except taxes and assessments, both general and special, for the last half of the year 1966 and thereafter, zoning ordinances, easements and restrictions or record, if any.

and further, that said Grantor s will warrant and defend the same against all claims of all persons whatsoever, except as hereinbefore provided.

And for valuable consideration Julian G. Chill and Janice M. Chill

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

In Witness Whereof we have hereunto set our hand s, the 13th day of April , in the year of our Lord one thousand nine hundred and Sixty-Seven.

Signed and acknowledged in presence of

Robert A. Darbin
Clarence D. Herzog

Julian G. Chill
Julian G. Chill

Janice M. Chill
Janice M. Chill

APPROVED BY ERIE REGIONAL PLANNING COMMISSION
"NO PLAT REQUIRED"

State of Ohio }
Before me, a Notary Public
Erie County, ss. in and for said County and State, personally appeared the above named Julian G. Chill and Janice M. Chill

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 Sandusky, Ohio
this 13th day of April , A. D. 1967

This instrument prepared by
Walter R. Wagner,
Attorney at Law
139 W. Market Street
Sandusky, Ohio 44870

Clarence D. Herzog
CLARENCE D. HERZOG,
Notary Public

My Commission Expires April 16, 1967

Transferred April - 21, 1967

Carl A. Speir
COUNTY AUDITOR
Fee 35¢ H.

State of Ohio

County of Erie ss

Received for Record on the

21st. day of April 19 67
at 2:29 o'clock P. M.
and Recorded April 24th., 19 67 in
Deed Book 374 Page 13-14

Carl A. Speir
COUNTY RECORDER,
Records Fee \$ 2.00 Paid

OHIO TITLE CORPORATION
VE-10073

1967 APR 21 PM 2:29
Julian G. Chill and
Janice M. Chill, husband
and wife
CARL A. SPEIR
RECORDER
TERESA L. GEORGE and
Sharon A. George



216856

Know All Men By These Presents,

That I, ETHELYN E. SNYDER, married, formerly Ethelyn E. Schenk,

, the Grantor ,

who claim title by or through instrument, recorded in Volume 312 , Page 178 ,
County Recorder's Office, for the divers good causes and considerations thereunto
moving, and especially for the sum of

Ten and no/100-----Dollars (\$ 10.00)

received to my full satisfaction of

JULIAN G. CHILL and JANICE M. CHILL

the Grantees,

whose TAX MAILING ADDRESS will be

Rt. #1, Monroeville, Ohio

do

Give, Grant, Bargain, Sell and Convey unto the said Grantees,

a joint life estate with remainder over in fee simple to the survivor of them,

their heirs and assigns, the following described premises, situated in the
Township of Huron , County of Erie and State of Ohio:

Commencing at a point South 89 1/4 degrees West Nine and 22/100 chains
from the Southeast corner of Lot Number Twenty-five (25) in the Third Section
of aforesaid Township; thence North 3 1/2 degrees West, one and 76/100 chains
to the center of the Huron Road; thence North 76 degrees West, eight and
58/100 chains in the center of the road; thence South 3 1/2 degrees East,
three and 92/100 chains; thence North 89 1/4 degrees East, eight and 13/100
chains to the place of beginning, containing two and one-half acres (2 1/2 A)
of land.

Also the following premises:

Commencing at a point South 89 1/4 degrees West, nine and 22/100 chains
from the Northeast corner of Lot Number Twenty-four (24) in the Third Section
of aforesaid Township; thence South 3 1/2 degrees East, twelve and 47/100
chains to the Northside of the Railroad; thence North 80 3/4 degrees West,
nine and 63/100 chains on the north side of the Railroad; thence North 3 1/2
degrees West, seven and 63/100 chains; thence North 89 1/4 degrees East,
eight and 13/100 chains to the place of beginning, containing eight and
10/100 acres of land. Excepting therefrom 4.60 acres conveyed to Glenn O'Dell
and Sophia O'Dell by deed dated January 23, 1915, and recorded in Volume 101,
page 157 of Erie County, Ohio Deed Records.

Said premises are subject to a perpetual easement for highway purposes as
granted the State of Ohio March 26, 1960 and recorded in Deed Volume 309, page
158 of Erie County Records, which easement covers an area of 1.41 acres of
land.

be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantees, a joint life estate with remainder over in fee simple to the survivor of them, their heirs and assigns forever.

And the said Grantor, for myself and my heirs, executors and administrators, hereby covenant with the said Grantees, their heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in FEE SIMPLE, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except taxes and assessments, general and special, prorated to the delivery of deed.

And for valuable consideration, I, Franklin Snyder, husband of Ethelyn E. Snyder, do hereby remise, release and forever quit claim unto the said Grantees, their heirs and assigns, all my right and expectancy of dower in the above premises, and further, that said Grantor will warrant and defend the same against all claims of all persons whatsoever, except as hereinbefore provided.

In Witness Whereof We have hereunto set our hands, the 30th day of September, in the year of our Lord one thousand nine hundred and sixty-five.

Signed and acknowledged in presence of

L. L. Ommert
Maureen Harmon
L. L. Ommert
Maureen Harmon

Ethelyn E. Snyder
Ethelyn E. Snyder
Franklin M. Snyder
Franklin Snyder

State of Ohio } ss. Before me, a Notary Public
Erie County, } in and for said County and State, personally appeared the above named Ethelyn E. Snyder and Franklin Snyder, husband and wife,

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 Sandusky, Ohio, this 30th day of September, A. D. 1965.

Commission Expires
6/27/67

Maureen Harmon
Notary Public

This instrument prepared by William H. Smith, Attorney at Law, 308 West Adams Street, Sandusky, Ohio

Warranty Deed

FILED
Ethelyn E. Snyder, married,
CARL A. SPEIR
RECORDER
ERIE COUNTY OHIO
TO
Julian G. Chill and
Janice M. Chill

Transferred Oct. 6, 1965
Carl A. Speir
Fee 1.05 A.
COUNTY AUDITOR

STATE OF OHIO
COUNTY OF Erie SS
RECEIVED FOR RECORD ON THE
6th day of October 19 65
at 2:32 o'clock P.M.
and RECORDED October 8, 1965 in
DEED Book 359 PAGE 440-441

Carl A. Speir
COUNTY RECORDER
RECORDERS FEE \$ 2.00
Carl A. Speir

SMITH & LEHRER
ATTORNEYS AT LAW
308 WEST ADAMS STREET
SANDUSKY, OHIO

FILED TITLE NO. 8414

Know all Men by these Presents

That I, Andrew J. Schenk husband

the Grantor ,
who claim title by or through instrument , recorded in Volume , Page ,
County Recorder's Office, for the consideration of One Dollar and other
valuable consideration E. ~~Dollars~~ (\$ 1.00)
received to my full satisfaction of Ethelyn Schenk wife of the

said Grantor the Grantee ,
whose TAX MAILING ADDRESS will be R.D.1 Huron, Ohio

do

Give, Grant, Bargain, Sell and Convey unto the said Grantee , her
heirs and assigns, the following described premises, situated in the Township of
Huron , County of Erie and State of Ohio:

Commencing at a point south $89\frac{1}{4}$ degrees west nine
and $22/100$ chains from the south-east corner of Lot Number
Twenty-five (25) in the Third Section of aforesaid Township;
thence north $3\frac{1}{2}$ degrees west, one and $76/100$ chains to the
center of the Huron Road; thence north 76 degrees west, eight
and $58/100$ chains in the center of the road; thence south $3\frac{1}{2}$
degrees east, three and $92/100$ chains; thence north $89\frac{1}{4}$ degrees
east, eight and $13/100$ chains to the place of beginning,
containing two and one-half ($2\frac{1}{2}$) acres of land.

Also the following premises: Commencing at a point south
 $89\frac{1}{4}$ degrees west, nine and $22/100$ chains from the north-east
corner of Lot Number Twenty-four (24) in the Third Section
of aforesaid Township; thence south $3\frac{1}{2}$ degrees east, twelve and
 $47/100$ chains to the north side of the Railroad; thence north
 $60\frac{3}{4}$ degrees west, nine and $63/100$ chains on the north side of
the Railroad; thence north $3\frac{1}{2}$ degrees west, seven and $63/100$
chains; thence north $89\frac{1}{4}$ degrees east, eight and $13/100$ chains
to the place of beginning, containing eight and $10/100$ acres of
land. Excepting therefrom 4.60 acres conveyed to Glenn O'Dell
and Sophia O'Dell by deed dated January 23rd. 1915, and recorded
in Volume 101, Page 157 of Erie County, Ohio Deed Records.

It being the intention to hereby convey and undivided one-
half interest in the forgoing described premises.

Know all Men by these Presents

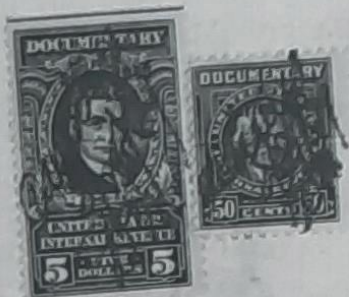
That, I, Lena Windau married _____, the Grantor, who claim title by or through instrument, recorded in Volume 208, Page 297, 298 County Recorder's Office, for the consideration of Ten Dollars and other valuable consideration DOLLARS (\$ 10.00) received to my full satisfaction of Andrew J. Schenk and Ethelyn E.

Schenk _____ the Grantees, whose TAX MAILING ADDRESS will be R.D.1 Huron, Ohio do

Give, Grant, Bargain, Sell and Convey unto the said Grantees, their heirs and assigns, the following described premises, situated in the Township of Huron, County of Erie and State of Ohio:

Commencing at a point south $89\frac{1}{4}$ degrees west, nine and $22/100$ chains from the south-east corner of Lot Number Twenty-five (25) in the Third Section of aforesaid Township; thence north $3\frac{1}{2}$ degrees west, one and $76/100$ chains to the center of the Huron Road; thence north 76 degrees west, eight and $58/100$ chains in the center of the road; thence south $3\frac{1}{2}$ degrees east, three and $92/100$ chains; thence north $89\frac{1}{4}$ degrees east, eight and $13/100$ chains to the place of beginning, containing two and one half ($2\frac{1}{2}$) acres of land.

Also the following premises: Commencing at a point south $89\frac{1}{4}$ degrees west, nine and $22/100$ chains from the north-east corner of Lot Number Twenty-four (24) in the Third Section of aforesaid Township; thence south $3\frac{1}{2}$ degrees east, twelve and $47/100$ chains to the north side of the Railroad; thence north $60\frac{3}{4}$ degrees west, nine and $63/100$ chains on the north side of the Railroad; thence north $3\frac{1}{2}$ degrees west, seven and $63/100$ chains; thence north $89\frac{1}{4}$ degrees east, eight and $13/100$ chains to the place of beginning, containing eight and $10/100$ acres of land. Excepting therefrom 4.60 acres of land conveyed to Glenn O'Dell and Sophia O'Dell by deed dated January 23rd. 1915 and recorded in Volume 101, Page 157 of Erie County, Ohio Deed Records



To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever.

And I, Lena Windau the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee s, their heirs and assigns, that at and until the ensembling of these presents, I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes for the year 1949 which the Grantees herein assume and agree to pay.

and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee s, their heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration I, George E. Windau husband of the said

Lena Windau do hereby remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all my right and expectancy of ~~Dower~~ in the above described premises.

In Witness Whereof We have hereunto set our hands, the 17th. day of August, in the year of our Lord one thousand nine hundred and forty-nine.

Signed and acknowledged in presence of

E. M. McCormick
Ellen A. Payton

Lena Windau
George E. Windau

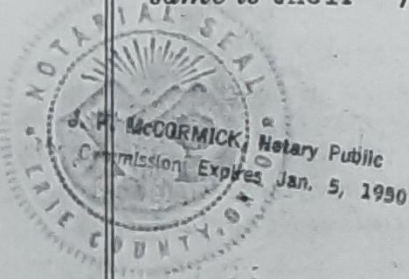
State of Ohio

Erie County, } Before me, a Notary Public
ss. in and for said County and State, personally appeared
the above named Lena Windau and George E. Windau

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 Huron, Ohio this 17th. day of August, A. D. 19 49.

E. M. McCormick
Notary Public



1949 AUG 29 PM 1 41

Lena Windau

CARLA A. SPEIR
REC'D
ERIE CO OHIO

Andrew J. Schenk

And
Ethelyn E. Schenk

Transferred AUG 29 1949 19

Handwritten signature
COUNTY AUDITOR
See 20 to

State of Ohio

County of ERIE ss

Received for Record on the

29th. day of August, 1949
at 1:41 o'clock P. M.

and Recorded Sept. 1st. 1949 in

Deed Book 211 Page 88
89

Carl A. Speir,

COUNTY RECORDER.

Recorders Fee \$ 1.35 Paid

J. P. McCormick

111579
vcl
atm
Mortgage Deed

Know all Men by these Presents

That I, Mary Hookeimer unmarried
 who claim title by or through instrument, recorded in Volume 168, Page 16,
 County Recorder's Office, for the consideration of One Dollar and other
 valuable consideration of Dollars (\$ 1.00)
 received to my full satisfaction of Lena Windau

whose TAX MAILING ADDRESS will be 212 Center Street, Huron, Ohio the Grantee,
 do

Give, Grant, Bargain, Sell and Convey unto the said Grantee, her
 heirs and assigns, the following described premises, situated in the Township of
Huron, County of Erie and State of Ohio:

Commencing at a point ^{south} $89\frac{1}{4}$ degrees west, nine and
 22/100 chains from the south east corner of Lot Number Twenty-
 five (25) in the Third Section of aforesaid Township; thence
 north $3\frac{1}{2}$ degrees west, one and 76/100 chains to the center of
 the Huron Road, thence north 76 degrees west, eight and 58/100
 chains in the center of the road; thence south $3\frac{1}{2}$ degrees east,
 three and 92/100 chains; thence north $89\frac{1}{4}$ degrees east, eight
 and 13/100 chains to the place of beginning, containing two and
 one half ($2\frac{1}{2}$) acres of land.

Also the following premises: Commencing at a point south
 $89\frac{1}{4}$ degrees west, nine and 22/100 chains from the north east
 corner of Lot Number Twenty-four (24) in the Third Section of
 aforesaid Township; thence south $3\frac{1}{2}$ degrees east, twelve and
 47/100 chains to the north side of the Railroad; thence north
 $60\frac{1}{4}$ degrees west, Nine and 63/100 chains on the north side of the
 Railroad; thence north $3\frac{1}{2}$ degrees west, seven and 63/100 chains;
 thence north $89\frac{1}{4}$ degrees east, eight and 13/100 chains to the
 place of beginning, containing eight and 10/100 acres of land.

Excepting therefrom that part conveyed to Glenn O'Dell and Sophia
 O'Dell by deed dated January 23rd. 1915 and recorded in Volume
 101, Page 157 of Erie County, Ohio Deed Records. Subject however
 to life interest which the Grantor herein reserves for herself
 during her natural life.

Consideration less than \$100.00, revenue stamps not
 required.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, her heirs and assigns forever.

And I, Mary Hockeimer, the said Grantor, do for myself and administrators, covenant with the said Grantee at and until the ensembling of these presents, well seized of the above described premises, as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form above written, and that the same are free from all incumbrances whatsoever except the life interest referred to.

and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, her heirs and assigns, against all lawful claims and demands whatsoever.

In Witness Whereof I have hereunto set my hand, the 4th. day of May, in the year of our Lord one thousand nine hundred and forty-nine.

Signed and acknowledged in presence of

[Signature]
[Signature]

Mary Hockeimer

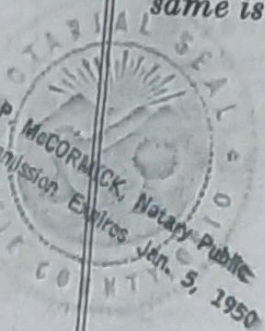
State of Ohio

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

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

In Testimony Whereof, I have hereunto set my hand and official seal, at Huron, Ohio this 4th. day of May, A. D. 1949.

[Signature]
Notary Public



1949 MAY 9 PM 2 34
Mary Hockeimer
CARL A. SPEIR
RECORDER
ERIE CO. OHIO
Lena Windau

Transferred MAY -9 1949 19

[Signature]
Fee 20 C.
COUNTY AUDITOR

State of Ohio

County of Erie

Received for Record on the

9th. day of May 1949
at 2:34 o'clock P. M.

and Recorded May 12th. 1949 in
Deed Book 208 Page 297-298

Carl A. Speir,

Recorders Fee \$ 1.30 Paid

[Signature]

WARRANTY DEED

Frank Hockeimer

To

Mary Hockeimer

KNOW ALL MEN BY THESE PRESENTS, That I, Frank Hockeimer

the Grantor, for the consideration of One Dollar and other valuable considerations (\$1.00)

received to my full satisfaction of Mary Hockeimer

the Grantee, do give, grant, bargain, sell and convey unto the said Grantee her heirs and assigns the following described premises, situated in the Township of Huron County of Erie, and State of Ohio:

Commencing at a point south 89 1/4° west nine and 22/100 chains from the south east corner of Lot No. Twenty-five (25) in the Third (3rd) section of aforesaid township; thence North 3 1/2° west, one and 76/100 chains to the center of the Hunn Road, thence North 76° West, eight (8) fifty-eight (58/100) hundredths chains in the center of the road; thence South 3 1/2° East, three and 92/100 Chains; thence North 89 1/4° east, eight and 13/100 chains to the place of beginning, containing two and one-half (2 1/2) acres.

Also the following premises: Commencing at a point south 89 1/4° west, nine and 22/100 (9 22/100) chains from the north east corner of Lot Number twenty-four (24) in the 3rd section of aforesaid Township; thence south 3 1/2° east, twelve and 47/100 chains to the north side of the Railroad; thence north 60 3/4° West nine and 63/100 Chains on the North side of the Railroad; thence North 3 1/2° West, seven and 63/100 chains; thence North 89 1/4° East, eight and 13/100 chains to the place of beginning, containing eight and 10/100 Acres of land.

be the same more or less, but subject to all legal highways.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto the said Grantee her heirs and assigns forever.

And I, Frank Hockeimer the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, heirs and assigns, that at and until the ensembling of these presents I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever,

and that I will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee her heirs and assigns, against all lawful claims and demands whatsoever.

~~And for and to the use of the said Mary Hockeimer, his heirs, executors and administrators, I do hereby certify that the above described premises are the same as those described in the foregoing instrument, and that the same are free from all incumbrances whatsoever.~~

IN WITNESS WHEREOF, I have hereunto set my hand the 10th day of March in the year of our Lord one thousand nine hundred and thirty-six. Signed and Acknowledged in the presence of

Helen M. Graham
John A. Bowman

Frank Hockeimer

THE STATE OF OHIO, ERIE COUNTY, ss. BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Frank Hockeimer

who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Ohio this 10th day of March A. D. 1941.

(Notarial Seal)

Helen M. Graham, Notary Public,
Erie County, Ohio.
Carl A. Speir,
Recorder.

Received June 7, 1941 at 8:56 A. M.
Recorded June 26, 1941.
Fee for Record \$.85

PROOF READ

Sandusky. To Have and to Hold said premises, with the appurtenances, unto the said James Burke, his heirs and assigns forever.

And the said William Mulherin for himself and his Executor, Administrator and Heirs do hereby covenant with the said James Burke, his heirs and assigns, that he is lawfully seized of the premises aforesaid, that the said premises are free and clear from all incumbrances whatever, and that he will forever warrant and defend the same, with the appurtenances, unto the said James Burke, his heirs and assigns, against the lawful claims of all persons whomsoever.

And be it further known, That I, Nellie Mulherin, wife of the above named grantor, in consideration of One Dollar, to me in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit-claim to said grantee, his heirs and assigns, all my right, title and interest in and to the above granted premises, either by way of dower or otherwise.

In Testimony Whereof, we, the said William and Nellie Mulherin hereunto set our hands this 13th. day of July in the year of our Lord One Thousand Nine Hundred and One. (1901)

Signed, Acknowledged and Delivered :

In Presence of :

C. Wommelsdorff. - John Traub.

:

:

:

William Mulherin.

Nellie Mulherin.

The State of Ohio, :

: ss.

Erie County, :

Be it Remembered, That on this Twelfth day of July, A. D. 1901, before me, the subscriber, a Notary Public in and for said County, personally appeared the above named Grantors, William Mulherin and Nellie Mulherin, his wife, and acknowledged the signing of the within and foregoing conveyance to be their voluntary act and deed for the uses and purposes therein expressed.

In Testimony Whereof, I hereunto set my hand and affix my official seal, the day and year

above written.

(Seal)

John Traub, Notary Public.

Received, August 16th. (9 A. M.) 1901. - Recorded, August 16th. 1901.

Charles H. Schipper
Recorder.

Louis G. and Gertrude R. Bangel,

To

Frank Hockeimer.

(No. 627)

- Warranty Deed. -

Know all Men by these Presents, That I, Louis George Bangel, of Huron Township, in the County of Erie, and State of Ohio in consideration of the sum of Eleven Hundred Dollars in hand paid by Frank Hockeimer, of Huron Twp., Ohio, have bargained and sold, and do hereby grant bargain, sell and convey unto the said Frank Hockeimer, his heirs and assigns forever, the following premises, situate in the Township of Huron, County of Erie, in the State of Ohio, and bounded and described as follows: Commencing at a point South $89-1/4^{\circ}$ West, nine and $23/100$ chains from the South East corner of Lot No. Twenty-five (25) in the Third Section aforesaid Township; thence North $3-1/2^{\circ}$ West, one and $76/100$ chains to the center of the Huron Road; thence North 76° West, eight and $58/100$ chains in the center of the road; thence South $3-1/2^{\circ}$ East, three and $92/100$ chains; thence North $89-1/4^{\circ}$ East, eight and $13/100$ chains to the place of beginning, containing Two and one half acres. Also the following premises, commencing

at a point South 89-1/4° West, nine and twenty two hundredth chains from the North East corner of Lot Number Twenty-four (34) in the Third section aforesaid Township; thence South 3-1/2° East, twelve and 47/100 chains to the North side of the Railroad; thence North 60-3/4° West, nine and 63/100 chains on the North side of the Rail Road; thence North 3-1/2° West, seven and 63/100 chains thence North 89-1/4° East, eight and 13/100 chains to the place of beginning, containing Eight and 10/100 acres of land.

To Have and to Hold said premises, with the appurtenances, unto the said Frank Hockeimer, his heirs and assigns forever. And the said Louis George Bangel for himself and his Executor, Administrator and Heirs do hereby covenant with the said Frank Hockeimer, his heirs and assigns, that he is lawfully seized of the premises aforesaid, that the said premises are free and clear from all incumbrances whatsoever, and that he will forever warrant and defend the same, with the appurtenances, unto the said Frank Hockeimer, his heirs and assigns, against the lawful claims of all persons, whomsoever. And be it further known, That I, Gertrude Bangel, wife of the above named grantor, in consideration of One Dollar, to her in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, release and forever quit-claim to said grantee, his heirs and assigns, all her right, title and interest in and to the above granted premises, either by way of dower or otherwise. In Testimony Whereof, we, the said Louis George Bangel and Gertrude Bangel, his wife hereunto set our hand and seal this 30th day of July in the year of our Lord One Thousand Nine Hundred and One.

Signed, Sealed, Acknowledged and Delivered :
in the Presence of : Louis G. Bangel. (Seal)
A. H. Pearl. - Wm. Bruns. : Gertrude R. Bangel. (Seal)

The State of Ohio, ;
: ss.
Erie County, : Be it Remembered, That on this Thirtieth day of July, A. D. 1901, before me, a Justice of the Peace in and for said County, personally appeared the above named Grantor Louis G. Bangel and Gertrude R. Bangel, wife, and acknowledged the signing and sealing of the within and foregoing conveyance to be their voluntary act and deed for the uses and purposes therein expressed, and that they are still satisfied therewith.

In Testimony Whereof, I have hereunto set my hand and official seal, this 30th day of July, A. D. 1901. A. H. Pearl, Justice of the Peace.
Received, August 16th. (9 A. M.) 1901. - Recorded, August 16th. 1901.
Charles M. Schipf
Recorder.

William W. Sweet, To W. H. Price, Trustee.
(No. 638)
- Warranty Deed. -

Know all Men by these Presents, That I, William W. Sweet, unmarried, the Grantor, for the Consideration of Two Hundred Dollars, (\$200.00) received to my full satisfaction of W. H. Price, Trustee, the Grantee, do Give, Grant, Bargain, Sell and Convey unto the said Grantee, his successors and assigns, the following described premises: Situated in the Village of Berlin Heights, County of Erie, State of Ohio, and known as being in Lot No. Seven (7), Range Seven (7) in said township, County and State, and being described as follows, to-wit: Beginning at the west line of the

VOL 212 PAGE 476

CORPORATION
QUIT CLAIM DEED

Received and Recorded at _____ M.

Recorder

Transferred _____

Auditor

Per _____

Know all Men by these Presents:

That The Toledo Edison Company,

a corporation organized and existing under the laws of the State of Ohio

the grantor, in consideration of One (\$1.00) Dollar and other good and valuable considerations,

to it paid by Andrew and Ethelyn Schenk,
c/o Henry Pfanner,
806 W. Adams St.,
Sandusky, Ohio,

, the grantee s ,

the receipt whereof is hereby acknowledged, does hereby Give, Grant, Remise, Release and Forever

Quit-Claim unto said grantee s , their heirs, ~~successors~~ and assigns forever, the following described

premises situated in the County of Erie and State of Ohio :

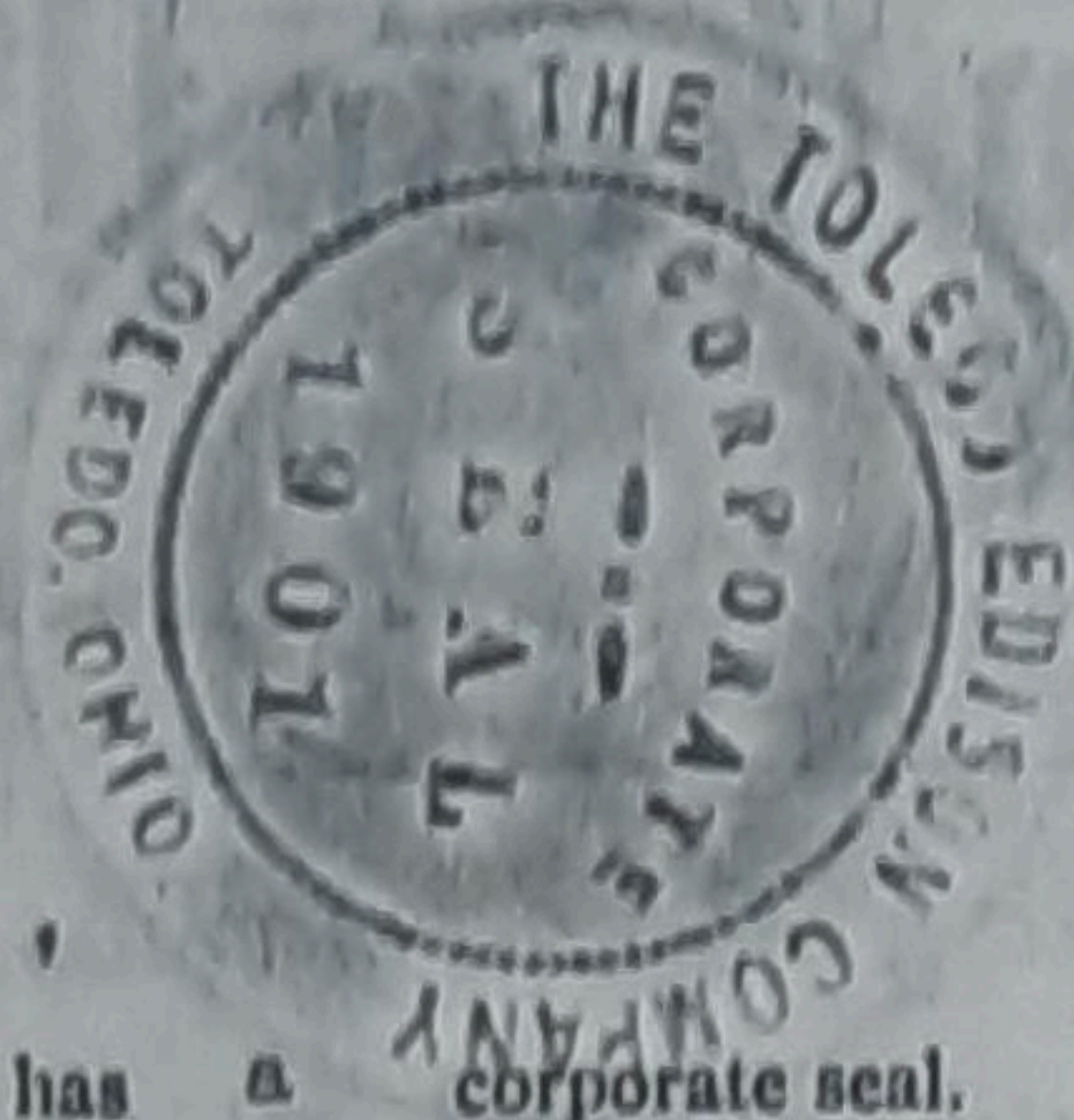
Situate in Section 3, Lot 25, Huron Township, Erie County, Ohio, and described as follows, to-wit:--

Being the 16 $\frac{1}{2}$ foot strip of land which was the old Lake Shore Electric Railway right of way lying South of and adjacent to the Lake Shore Road and extending entirely across the Grantee's land, beginning approximately 877 feet West of the East line of Lot 25 extended Southerly, and extending Westerly approximately 327 feet to Grantee's West line;

(Grantor received title to the above premises by Deed recorded in Volume 157 of Deeds, Page 533, Erie County Records)

and all the estate, right, title and interest said grantor has or ought to have in and to the above described premises together with all the privileges and appurtenances thereunto belonging.

To Have and to Hold the same to the said grantee and to their heirs, ~~heirs~~ and assigns forever



The grantor corporation has a corporate seal.

In Witness Whereof, said The Toledo Edison Company

has hereunto caused its corporate name and seal to be signed and affixed by

Chas. E.elde

its President, and

W. A. Marshall

its Secretary, and

these presents to be subscribed by its said

President and

Secretary this 17th

day of October, 1949.

Signed, sealed and acknowledged
in presence of

THE TOLEDO EDISON COMPANY,

General L. Leake
Jeannette L. Walcher

By

Chas. E.elde
W. A. Marshall
PRESIDENT (Title)
SECRETARY (Title)

State of Ohio

Lucas

County } ss

Before me, a Notary Public

in and for said

County, personally appeared

Chas. E.elde

President

and

W. A. Marshall

Secretary, of said

The Toledo Edison 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

President and Secretary in behalf of said grantor corporation and by authority of its board of directors; and that said instrument is their free act and deed individually and as such officers and the free and corporate act and deed of said corporation for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal this 17th

day of October, A. D. 1949.

General L. Leake
Notary Public
GENEVA I. LEAKE
(Title)

Notary Public in and for Lucas County, Ohio
My Commission Expires Sept. 10, 1952

Note: Strike out appropriate words if corporation has no seal.
Use words "heirs" or "successors" as occasion demands.

Corporation Quit-Claim Deed

From
FILED

THE TOLEDO EDISON COMPANY

1949 NOV 12 AM 11 29

Andrew and Ethelyn Schenk

CARL A. SPEIR

RECORDER
ERIE CO. OHIO

Date 19

NOV 12 1949

Transferred

Handwritten signature

See 10 Co. County Auditor

Recorder's Office

State of OHIO

County of ERIE

Received for Record Nov. 12th.

1949

at 11:29 o'clock, A. M.,

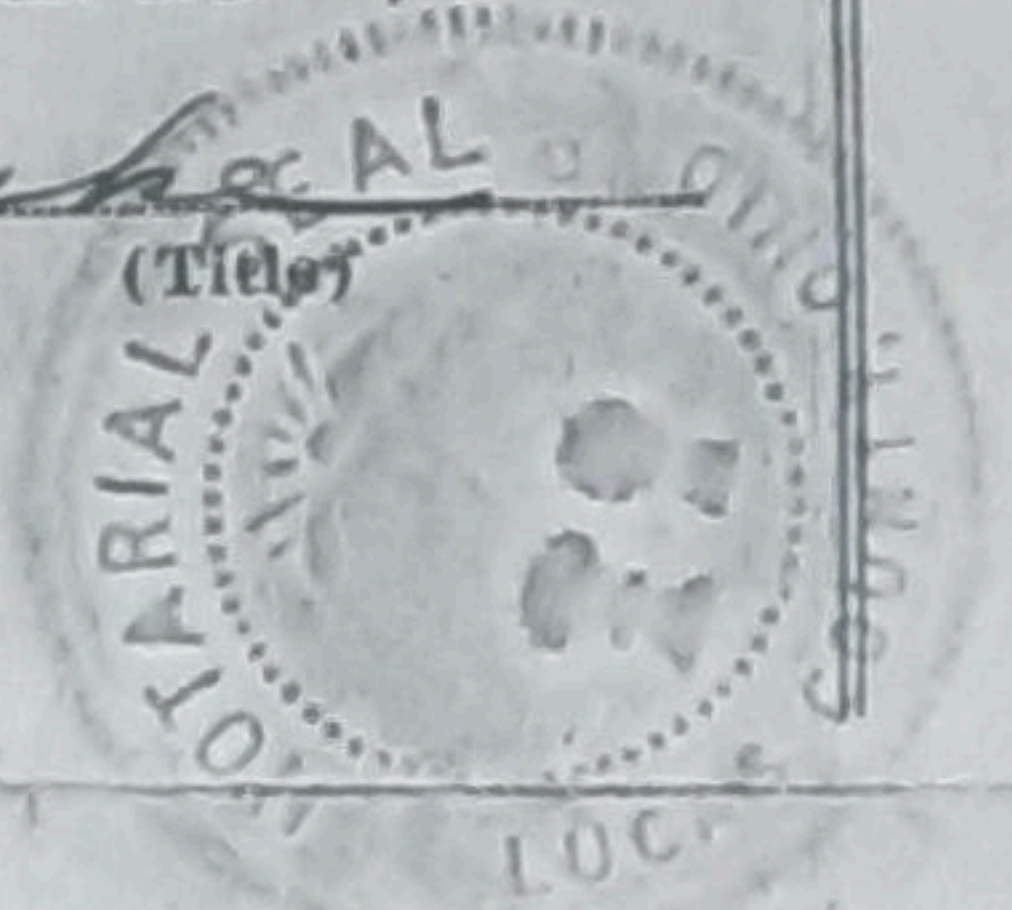
and Recorded in Vol. 212 of Deeds,

page 476-477

#135 Carl A. Speir,

Recorder

Fred Wall



112522

OK
arm

F. W. Coen, Special Master, et al. To THE TOLEDO EDISON COMPANY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, on or about the 28th day of January, 1933, Ohio Utilities Finance Company, as Complainant, filed its Bill of Complaint in Equity in the District Court of the United States for the Northern District of Ohio, Eastern Division, against The Lake Shore Electric Railway Company, The Sandusky, Fremont & Southern Railway Company and The Lorain Street Railroad Company, as Defendants, being Cause No. 4586 in Equity on the Docket of said court; and

WHEREAS, on or about the 30th day of January, 1933, said court made and entered its order appointing F. W. Coen, Receiver of said Defendant, The Lake Shore Electric Railway Company (hereinafter sometimes referred to as the "Railway Company"), and of all the property of every kind and description whatsoever and wheresoever situated of said Company, and thereafter the said Receiver qualified as such and entered upon and took possession of such property and assets; and thereafter, on or about the 12th day of October, 1933, The Chase National Bank of the City of New York, as Trustee under a certain Indenture of Mortgage dated January 1, 1903, executed by the Railway Company to The American Trust Company as Trustee, filed in said court a Bill of Complaint, in a cause in Equity, being No. 4798, against the Railway Company, F. W. Coen as Receiver of the Railway Company, et al., praying, among other things, for the foreclosure of said mortgage and for other relief as therein specified; and

WHEREAS, thereafter, The City National Bank & Trust Company of Columbus, as Trustee under a certain Indenture of Mortgage dated February 1, 1903, executed and delivered by the Railway Company to The American Trust Company as Trustee, filed an Answer and Cross Bill to said Bill of Complaint, praying, among other things, for the foreclosure of said mortgage; and

WHEREAS, on or about October 12, 1933, the said court duly made and entered its order in said Cause appointing said F. W. Coen as Receiver of all of the property of the Railway Company, covered by the lien of said mortgage, and of the income from said property, and consolidated said Causes numbered 4586 and 4798 into Consolidated Cause in Equity No. 4586; and

WHEREAS, on or about November 14, 1936, The Cleveland Trust Company, as Trustee under a certain Indenture of Mortgage dated July 1, 1897, executed by The Lorain & Cleveland Railway Company to The Cleveland Trust Company as Trustee, filed its intervening Petition in said Court in the above entitled Consolidated Cause No. 4586, praying for the foreclosure of said mortgage and for other relief as therein specified; and

WHEREAS, on or about February 20, 1937, The Union Guardian Trust Company of Detroit, Michigan, as Trustee under a Certain Indenture of Mortgage dated January 2, 1900, executed by The Toledo, Fremont & Norwalk Railroad Company to The Union Trust Company of Detroit, Michigan, as Trustee, filed its intervening Bill in said Court in the above entitled Consolidated Cause No. 4586, praying for the foreclosure of said mortgage and for other relief as therein specified; and

WHEREAS, thereafter, on the first day of December, 1937, said Court duly made and entered a final Decree of Foreclosure and Sale in said Consolidated Cause and in each of the Constituent Causes of said Consolidated Cause, in which order said F. W. Coen was duly appointed Special Master, to execute said Decree and to make, direct and conduct a sale of all the property in said Decree described and therein directed to be sold, and being all the property of every kind, character and description owned by the Railway Company and all property of every kind, character and description of the Receiver of said Railway Company excepting only the property referred to in Paragraphs 1 and 2 of Lot "C" in Schedule A attached to said decree; and

That I, F. W. Coen, Special Master as aforesaid, by virtue of the provisions of law and of the orders and Decrees of the District Court of the United States for the Northern District of Ohio, Eastern Division, in the Causes herein referred to, and in consideration of the premises, and especially in consideration of the aforesaid payments on account of the purchase price made to me as such Special Master, the receipt whereof is hereby acknowledged; and I, the said F. W. Coen, Receiver of The Lake Shore Electric Railway Company as aforesaid, in consideration of the premises and pursuant to the order of said Court; and The Lake Shore Electric Railway Company, an Ohio corporation, in consideration of the premises and in compliance with the order of said Court, do hereby grant, bargain, sell and convey unto said The Toledo Edison Company, an Ohio Corporation, its successors and assigns forever, all the right, title and interest of The Lake Shore Electric Railway Company and F. W. Coen as Receiver of The Lake Shore Electric Railway Company in and to the following described property, to-wit:

I. RIGHT OF WAY PROPERTIES

Being a right of way of The Lake Shore Electric Railway Company (consisting of private right of way and rights, franchises, powers and privileges for the use and occupation of and operation over public ways and properties), beginning at the westerly corporation limits of the City of Lorain, Ohio, (together with and including the right to use and maintain a tower on the northerly side of the bridge crossing Black River on West Erie Avenue in Lorain, Ohio, on the westerly side of said river), thence westerly through Black River and Brownhelm Townships, Lorain County, Ohio, Vermilion, Berlin, Huron and Perkins Townships, Erie County, Ohio, passing through the Villages of Vermilion, Huron and Ceylon, Erie County, Ohio, to the City of Sandusky, Erie County, Ohio, reaching said City of Sandusky at the northeasterly corner of the Ohio Soldiers' and Sailors' Home property; also continuing from said point in a southwesterly direction in said City of Sandusky, Ohio, along the northwesterly side of said Soldiers' and Sailors' Home property to Columbus Avenue in said city; thence northerly along Columbus Avenue to the southerly corporation limits of the City of Sandusky, Ohio.

Also, a right of way of The Lake Shore Electric Railway Company (consisting of private right of way and rights, franchises, powers and privileges for the use and occupation of and operation over public ways and properties), beginning at a point in Ceylon Junction, Ohio, approximately where said right of way intersects or connects with the southerly side of the above described right of way of The Lake Shore Electric Railway Company extending from Lorain, Ohio to Sandusky, Ohio, said point of intersection being near the westerly line of the lot designated as No. 10 in the annexation to Berlin Township, Erie County, Ohio; thence in a southerly direction through Berlin Township, Erie County, Ohio, and Townsend and Norwalk Townships, Huron County, Ohio, passing through the Villages of Berlin Heights and Berlinville to the easterly corporation limits of the City of Norwalk, Ohio.

Also, a right of way of The Lake Shore Electric Railway Company (consisting of private right of way and rights, franchises, powers and privileges for the use and occupation of and operation over public ways and properties), beginning at the easterly corporate limits of the Village of Monroeville, Ohio, thence westerly through Huron, Sandusky, Ottawa and Wood Counties, Ohio, passing through the Village of Monroeville, Huron County, Ohio, the municipalities of Bellevue, Clyde, Fremont and Woodville, and Hessville, Sandusky County, Ohio, and the Village of Genoa, Ottawa County, Ohio, to the northerly line of Wood County, Ohio.

Also, a Transmission Line Right of Way known as the "Norwalk and Monroeville Cut-off"

2. Warranty Deed from Gertrude W. and J. P. Esch, dated December 23, 1912, and recorded in Volume 98, Pages 288-9, Erie County Deed Records.
3. Deed from Elisa J. Wright, et al., dated December 23, 1912, recorded in Volume 98, Pages 289-290-291, Erie County Deed Records.
4. Land appropriated in the case of "The Lake Shore Electric Railway Company v. Henry J. Isaacs and Alice B. Isaacs," being proceedings in the Probate Court of Erie County, Ohio, final Journal Entry in which was entered as of the ninth day of May, 1914.
5. Agreement between Phillip Seyler and wife and Thomas Wood, Trustee, dated November 17, 1898, and conveyance from Thomas Wood, Trustee and wife, dated January 7, 1903, recorded in Volume 74, Pages 463-4, Erie County Deed Records.
6. Agreement with Huron Township Board of Education of Erie County, Ohio, dated March 4, 1899, recorded in Volume 1, at Pages 219-220, Miscellaneous Records of Erie County.
7. Warranty Deed from Christina Brown, dated March 30, 1903, recorded in Volume 75, at Page 227, Erie County Deed Records.
8. Contract with Fred and Emma Hockeimer, dated January 27, 1903, recorded in Volume 72, Page 528, Erie County Deed Records.
9. Warranty Deed from Mary and Isa Jinks, dated January 30, 1903, and recorded in Volume 75, Page 238, Erie County Deed Records.
10. Warranty Deed from Allen J. Bardshar and wife, dated February 9, 1903, and recorded in Volume 75, Page 239, Erie County Deed Records.
11. Warranty Deed from Martha V. Bardshar and husband, dated February 9, 1903, recorded in Volume 75, at Page 240, Erie County Deed Records.
12. Warranty Deed from August Hemminger, dated March 27, 1903, recorded in Volume 75, at Page 228, Erie County Deed Records.
13. Warranty Deed from Ortugal Curtis and wife, dated January 30, 1903, recorded in Volume 75, Page 241, Erie County Deed Records.
14. Contract for Right of Way with Gustavus Graham, et al., dated January 17, 1901, recorded in Volume 72, Page 529, Erie County Deed Records.
15. Warranty Deed from George Strauss and wife, dated May 19, 1899, recorded in Volume 68, Page 274, Erie County Deed Records.
16. Warranty Deed from Joseph A. Faber and wife, dated January 30, 1903, recorded in Volume 75, Page 242, Erie County Deed Records.
17. Warranty Deed from Ferdinand and Caroline Troyke, dated January 30, 1903, recorded in Volume 75, Page 243, Erie County Deed Records.
18. Agreement for Right of Way between Edward G. Hinde and Thomas Wood, Trustee, dated September 22, 1897, and recorded in Volume 1, Page 207-208, Erie County Miscellaneous Records.
19. Agreement for Right of Way with Huron Township Board of Education, dated March 4, 1899, recorded in Volume 1, Page 219, 220, Miscellaneous Records, Erie County, Ohio.
20. Contract for Right of Way with Myron D. Osborn, dated April 22, 1903, recorded in Volume 72, Page 593, Erie County Deed Records.
21. Agreement for Right of Way between G. R. Graham and Thomas Wood, Trustee, dated September 22, 1897, and recorded in Volume 1, Pages 210-211, Erie County Miscellaneous Records.
22. Agreement for Right of Way between Charles A. LaFavre and Thomas Wood, Trustee, dated September 22, 1897, recorded in Volume 1, Pages 212-213, Erie County Miscellaneous Records.
23. Agreement for Right of Way between S. E. Taylor and Thomas Wood, Trustee, dated

567 6

consideration of the premises, and pursuant to the directions in said Decrees contained, and by way of further assurance, does hereby release and quit claim unto The Toledo Edison Company, its successors and assigns, all its right, title and interest as such trustee in and to the property by this instrument conveyed or assigned and transferred by the Special Master, or intended so to be;

TO HAVE AND TO HOLD the same unto said The Toledo Edison Company, its successors and assigns forever, subject as aforesaid;

AND THIS INDENTURE FURTHER WITNESSETH: That Ohio Utilities Finance Company, having heretofore assigned, transferred and set over to The Toledo Edison Company, its successors and assigns, all its right, title and interest in and to the aforesaid property, and having requested that all deeds and other instruments of conveyance of said property be made to The Toledo Edison Company, its successors and assigns, does hereby join in the execution of this instrument for the purpose of releasing and confirming, and does hereby release and confirm unto said The Toledo Edison Company, its successors and assigns, all its right, title and interest in and to the aforesaid property:

TO HAVE AND TO HOLD the same unto said The Toledo Edison Company, its successors and assigns forever, subject as aforesaid:

AND THIS INDENTURE FURTHER WITNESSETH: That neither the Special Master, nor the Receiver of the Railway Company, nor the trustees under the mortgages hereinabove referred to, nor any of them, shall incur any personal liability by reason of the execution of this instrument or by reason of any recital or covenant herein contained.

In order to facilitate the recording of this instrument, the same may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, I, F. W. Coen, Special Master as aforesaid, and I, F. W. Coen, Receiver as aforesaid, have hereunto set my name, and The Lake Shore Electric Railway Company, a corporation, The Chase National Bank of the City of New York, as trustee as aforesaid, The City National Bank and Trust Company of Columbus, as trustee as aforesaid, The Cleveland Trust Company, as trustee as aforesaid, the Union Guardian Trust Company, as trustee as aforesaid, and Ohio Utilities Finance Company, a corporation, each by its proper officers, have hereunto caused their respective names to be signed and their respective seals affixed, this 23 day of February, A.D. 1938.

Signed and acknowledged
in the presence of:

M. W. Stevens
Eugene R. Sullivan

M. W. Stevens
Eugene R. Sullivan

Signed and acknowledged
in the presence of:

M. W. Stevens
Eugene R. Sullivan

Signed and acknowledged
in the presence of:

E. O. Stoothoff
Richard W. Yerg

Signed and acknowledged
in the presence of:

Alma Krauss
J. B. Murphy

Signed and acknowledged
in the presence of:

H. C. Rippner
R. Yours (?)

Signed and acknowledged
in the presence of:

William H. Granse
D. Scherer

Signed and acknowledged
in the presence of:

Eugene R. Sullivan
M. N. Thernes

STATE OF OHIO,)
COUNTY OF CUYAHOGA,)

SS.

F. W. Coen,
Special Master

F. W. Coen,
Receiver

THE LAKE SHORE ELECTRIC RAILWAY
COMPANY,

By F. W. Coen, President.
S. Jorgensen, Secretary.

THE CHASE NATIONAL BANK OF THE CITY
OF NEW YORK, as Trustee as aforesaid

By O. P. Farwell, Second Vice
President.
P. C. Beardslee, Assistant Cashier.

THE CITY NATIONAL BANK AND TRUST
COMPANY OF COLUMBUS, as Trustee

as aforesaid,
By D. W. Putnam, Vice Pres.
V. M. Acton, Cashier.

THE CLEVELAND TRUST COMPANY, as
Trustee as aforesaid,

By R. A. Malm, Vice President.
G. C. Stewart, Asst. Trust Officer.

UNION GUARDIAN TRUST COMPANY,
As Trustee as aforesaid.

By A. A. F. Maxwell, Vice President.
I. L. Bowman, Asst. Secy.

OHIO UTILITIES FINANCE COMPANY,
By C. L. Proctor, Vice Pres.,
H. T. Ledbetter, Ass't. Secy.

BEFORE ME, a Notary Public, in and

for said county, personally appeared the above named F. W. Coen, to me known and known by me to be the Special Master and Receiver appointed in the proceedings hereinabove referred to, who did acknowledge the signing of the foregoing instrument as such Special Master and as such Receiver, and that the same is his free act and deed, personally and as such Special

Master and as such Receiver, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 23 day of February, 1938.

(Notarial Seal)

My Commission Expires Nov. 4, 1938.

Mabelle W. Stevens, Notary
Public, Cuyahoga County, Ohio.

STATE OF OHIO,)
COUNTY OF CUYAHOGA,) SS.

BE IT REMEMBERED, That on the 23rd day of February, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came F. W. Coen who is and is personally known by me to be the President of The Lake Shore Electric Railway Company, and S. Jorgensen, who is and is personally known by me to be the Secretary of The Lake Shore Electric Railway Company, and severally acknowledged that the name of said company was signed by said President and the seal of said company was affixed and attested by said Secretary to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument and that the foregoing instrument is the free act and deed of said company and of themselves respectively as President and Secretary of said company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Notarial Seal)

My Commission Expires Nov. 4, 1938.

Mabelle W. Stevens, Notary
Public, Cuyahoga County, Ohio.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) SS.

BE IT REMEMBERED, That on the 11th day of March, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came O. P. Farwell, who is and is personally known by me to be a Second Vice President of The Chase National Bank of the City of New York, and P. C. Beardslee, who is and is personally known by me to be a Assistant Cashier of The Chase National Bank of the City of New York, and severally acknowledged that the name of said company was signed by said O. P. Farwell and the seal of said company was affixed and attested by said P. C. Beardslee to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument, and that the foregoing instrument is the free act and deed of said The Chase National Bank of the City of New York as Trustee as aforesaid and of themselves respectively as Second Vice President and Assistant Cashier of said bank, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Notarial Seal)

Commission expires March 30, 1939.

Frank R. Hall, Notary Public,
Westchester County, Certificates
filed in New York County Clerk's No.
1089, Register's No. 9-H-672.

STATE OF OHIO,)
COUNTY OF FRANKLIN,) SS.

BE IT REMEMBERED, That on the 25th day of February, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came D. W. Putnam, who is and is personally known by me to be the Vice President of The City National Bank & Trust Company of Columbus and V. M. Acton, who is and is personally known by me to be the Cashier of The City National Bank & Trust

Company of Columbus, and severally acknowledged that the name of said company was signed by said D. W. Putnam and the seal of said company was affixed and attested by said V. M. Acton to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument, and that the foregoing instrument is the free act and deed of said The City National Bank & Trust Company of Columbus as Trustee as aforesaid, and of themselves respectively as Vice President and Cashier of said company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Notarial Seal)

Ella Forquer, Notary Public,
Franklin County, O.

STATE OF OHIO,)
COUNTY OF CUYAHOGA,) SS.

BE IT REMEMBERED That on the 12th day of March, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came R. A. Malm, who is and is personally known by me to be the Vice-President, of The Cleveland Trust Company, and G. C. Stewart, who is and is personally known by me to be the Asst. Trust Officer of The Cleveland Trust Company, and severally acknowledged that the name of said company was signed by said R. A. Malm and the seal of said company was affixed and attested by said G. C. Stewart to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument, and that the foregoing instrument is the free act and deed of said The Cleveland Trust Company as Trustee as aforesaid, and of themselves respectively as Vice President and Asst. Trust Officer of said company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Notarial Seal)

My commission expires March 25, 1939.

R. H. Hunter, Notary Public,
Cuyahoga County, Ohio.

STATE OF MICHIGAN,)
COUNTY OF WAYNE,) SS.

BE IT REMEMBERED That on the 14th day of March, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came A. A. F. Maxwell, who is and is personally known by me to be the Vice President of The Union Guardian Trust Company, and I. L. Bowman who is and is personally known by me to be the Ass't. Secretary of The Union Guardian Trust Company, and severally acknowledged that the name of said company was signed by said A. A. F. Maxwell and the seal of said company was affixed and attested by said I. L. Bowman to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument, and that the foregoing instrument is the free act and deed of said The Union Guardian Trust Company as Trustee as aforesaid, and of themselves respectively as Vice President and Ass't. Secretary of said company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Notarial Seal)

My commission expires May 13, 1939.

Freda Welling, Notary Public,
Wayne County, Mich.

No. B 193988

NOTARIAL ACKNOWLEDGMENT

STATE OF MICHIGAN, COUNTY OF WAYNE, SS: I, Caspar J. Lingeman, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal, Do Hereby Certify,

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 14 day of March, A.D. 1938.

(Seal)

Caspar J. Lingeman, Clerk,

A. E. Nader, Deputy Clerk.

STATE OF OHIO,)
COUNTY OF FRANKLIN.) SS.

BE IT REMEMBERED, That on the 23rd

day of February, 1938, before me, the subscriber, a Notary Public for the county and state aforesaid, personally came C. L. Proctor who is and is personally known by me to be the Vice President of Ohio Utilities Finance Company, and H. T. Ledbetter, who is and is personally known by me to be the Ass't. Secretary of Ohio Utilities Finance Company, and severally acknowledged that the name of said company was signed by said C. L. Proctor and the seal of said company was affixed and attested by said H. T. Ledbetter to the foregoing instrument by the direction and authority of said company, and that they severally acknowledged that they signed, sealed and executed the foregoing instrument, and that the foregoing instrument is the free act and deed of said Ohio Utilities Finance Company, and of themselves respectively as Vice President and Ass't. Secretary of said company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

(Notarial Seal)

Ada Merle Stephenson, Notary Public,
Franklin County, Ohio.

My commission expires December 9, 1939.

●-●-●-●-●-●-●-●-●-●-●-●-●-●-●

This is a duplicate original Deed and Bill of Sale. U. S. Documentary stamps in the amount of \$487.50 attached to other copies recorded in Wood and other Counties, Ohio.

Received Mar. 30th, 1938, at 2:08 P.M.

Recorded Apr. 7th, 1938.

Carl A. Speir,

Fee for Record \$35.00

Recorder.

PROOF READ

Francis and Emma Hockeimer.

No. 332

To The Sandusky & Interurban Electric Railway Company.

CONTRACT FOR RIGHT OF WAY

This agreement made this 27 day of January A. D. 1903 between
 Frank Hockeimer and Emma Hockeimer, his wife,
 Party of the First Part, and THE SANDUSKY & INTERURBAN ELECTRIC RAILWAY COMPANY, Party of the Second Part,
 Witnesseth: That said Frank Hockeimer and Emma Hockeimer Party of the
 First Part, in consideration of the benefits to be derived from the construction and operation of an Interurban Electric
 Railway between Sandusky and Lorain, and to facilitate such enterprise,

do for themselves their heirs and assigns hereby give and grant to the Second Party, The Sandusky & Interurban
 Electric Railway Company, its successors and assigns, the following described premises, to be used as a perpetual right of
 way for railroad purposes only, to-wit: Situated in the Township of Huron, County of Erie,
 and State of Ohio, and known as part of 10 ⁶⁰/₁₀₀ Acres owned by grantor in lots Numbers
 24 and 25, in Section No. 3, in said Township, and more definitely described
 as follows: Being a strip of land 16 ¹/₂ feet wide off of the north side of two
 and one half acres owned by grantor in said lot No. 25, said strip being
 bounded on the east and west by the east and west lines of said two
 and one half acres tract: on the north by the south line of the highway,
 and on the south by a line parallel with the south line of said highway
 and 16 ¹/₂ feet therefrom. Containing ²²/₁₀₀ of an acre

To have and to hold said premises for railroad purposes only, together with all rights and appurtenances thereunto
 belonging unto said, The Sandusky & Interurban Electric Railway Company, and its successors and assigns perpetually, so
 long as the same shall be used for railroad purposes. Provided that, in case the same shall cease to be used for railroad
 purposes for a continuous period of two years, said lands shall revert to said Frank Hockeimer, his
 heirs or assigns.

It is a further consideration herefor that said Electric Railway Company shall build and maintain a fence upon the
 south side of said strip of land, and shall furnish one suitable and safe crossings, with
 approaches thereto, and maintain the same, at the point as said where now located.

shall designate at the time said railroad is built As a further consideration herefor said Electric Railway
 Company shall maintain at least 4 tile drains across said strips at the
 places where now located and shall deepen said drains sufficiently to afford good outlet for the drains on grantors land when
 in case said Electric Railway Company, party of the Second Part, shall fail to construct and complete said proposed
 railway (as to one track thereof) over said premises, and have the same in operation on or before
 In case said Electric Railway Company or its successors
 date, or shall fail to perform the aforesaid requirements, after

then these presents shall be void.

In Witness Whereof, we have hereunto set our hands the day and year first above written.
 Signed and delivered in presence of

C. A. Judson
 H. R. Pruner

State of Ohio, Erie County, ss. Before me, a

came the within named F. H. Hockeimer, in and for said Company

**OPEN-END MORTGAGE
AND
ASSIGNMENT OF RENTS AND LEASES**

This Open-End Mortgage and Assignment of Rents and Leases is executed and delivered on December 22, 2005 by the Mortgagor, **RESORT PROPERTIES MANAGEMENT, LTD.**, ("**Borrower**"), whose mailing address is **609 Mariner Village, Huron, Ohio 44839** to **NATIONAL CITY BANK**, a national banking association ("**Bank**"), having a banking office at **1900 East 9th Street, Cleveland, Ohio 44114**.

1. **Grant of Interest.** In order to induce Bank to extend or have outstanding such credit to or for the account of Borrower as Borrower may from time to time request and as Bank in its sole discretion may from time to time be willing to extend or have outstanding, and in order to induce Bank to take security interests in or purchase such obligations of Borrower as Borrower may from time to time request and as Bank in its sole discretion may from time to time be willing to take or purchase (each such credit extension if any, and each such taking or purchase, if any, to be in such form and upon such terms, subject to such conditions, and in accordance with such other provisions as Bank in its sole discretion shall deem advisable), and in consideration thereof and for other valuable considerations, Borrower hereby grants, mortgages, sells, conveys, and warrants to Bank, the following real property (the "**Premises**"):

Situated in the **Township of Huron, Erie County, Ohio**, as is more particularly described on **Exhibit A** which is attached to and made a part of this Mortgage;

together with a security interest in all fixtures that are now or hereafter related to the Premises or any part thereof, and any and all replacements and substitutions therefor and additions and accessions thereto, and all Proceeds of all or any part of the property hereinbefore described;

together with all awards, damages, and other compensation of any kind made or to be made to any Person or Persons for any taking, either permanent or temporary, by eminent domain or other governmental action, of all or any part of the Collateral which awards and compensation are hereby assigned to Bank; and

together with all appurtenances to, and all issues, leases, profits, rents, rights, and privileges of the Premises,

subject, however, to all legal highways, restrictions, and easements of record, current taxes and assessments not yet due, and the following additional encumbrances (IF NONE, ENTER "**NONE**"):

None

2. **Obligations Secured.** This Mortgage is given to secure payment of the Subject Debt. "**Subject Debt**" means, collectively, the principal of, interest on, fees, late charges, premiums, and other amounts owing under a certain **Commercial Installment Note**

Quayle Site 05-1480

g-m DE 11/11
PR 11/11

dated December 22, 2005, and payable to the order of Bank, and all amendments, modifications, extensions, and renewals of any thereof, and, in addition to the foregoing obligations, (a) the unpaid balances of any loan advances or other extensions of credit made to or for the account of Borrower on or after the date on which this Mortgage is delivered to the recorder for record, and all other Bank Debt of Borrower, to the extent that the total loan indebtedness secured by this Mortgage, exclusive of the interest thereon, does not at any time exceed **One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00)**, (b) all unpaid advances of Bank with respect to the Premises for the payment of taxes, assessments, insurance premiums, or costs incurred in the protection or operation of the Premises, and (c) all other obligations of Borrower under this Mortgage.

3. **Definitions.** As used in this Mortgage, except where the context clearly requires otherwise, "**Affiliate**" means, when used with reference to any Person (the "*subject*"), a Person that is in control of, under the control of, or under common control with, the subject, the term "*control*" meaning the possession, directly or indirectly, of the power to direct the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise; "**Bank Debt**" means, collectively, all Debt to Bank, whether incurred directly to Bank or acquired by it by purchase, pledge, or otherwise, and whether participated to or from Bank in whole or in part; "**Collateral**" means the Premises and all other property, whether real, personal, or mixed, tangible or intangible, now or hereafter existing, that is subject to the lien of this Mortgage or the security interest granted pursuant to this Mortgage; "**Commitment**" means any enforceable obligation, whether created orally or in writing, whether arising by contract, estoppel, or otherwise, whether conditional or unconditional, on the part of Bank to extend credit to or for the account of any Person or Persons; "**Debt**" means, collectively, all obligations of the Person or Persons in question, including, without limitation, every such obligation whether owing by one such Person alone or with one or more other Persons in a joint, several, or joint and several capacity, whether now owing or hereafter arising, whether owing absolutely or contingently, whether created by loan, overdraft, guaranty of payment, or other contract, or by quasi-contract, tort, statute, other operation of law, or otherwise; "**Default**" means (a) the nonpayment of the Subject Debt or any part thereof when due or (b) the occurrence or existence of any event, condition, or other thing (other than any event, condition, or other thing which would constitute a "Default" pursuant to the next preceding clause (a)) which gives (or which with the lapse of any applicable grace period, the giving of notice, or both would give) Bank the right to accelerate or which automatically accelerates the maturity of any of the Subject Debt; "**Environmental Law**" means the Clean Air Act (42 USC 7401 et seq.), Comprehensive Environmental Response, Compensation, and Liability Act (42 USC 9601 et seq.), the Hazardous Material Transportation Act (49 USC 1801 et seq.), the Resource Conservation and Recovery Act (42 USC 6901 et seq.), the Federal Water Pollution Control Act (33 USC 1251 et seq.), the Toxic Substances Control Act (15 USC 2601 et seq.) and the Occupational Safety and Health Act (29 USC 651 et seq.), as such laws have been or hereafter may be amended, and the regulations promulgated pursuant thereto, and any and all similar present or future federal, state, or local laws and the regulations promulgated pursuant thereto; "**Hazardous Material**" means any chemical, material, or substance which could be detrimental to animal health, human health, vegetation, the environment, or the Premises which is, or the disposal, manufacture, Release, storage, or transport of which is, or exposure to which is, prohibited, restricted, or otherwise regulated under any Environmental Law; "**Mortgage**" means this Open-End Mortgage and Assignment of Rents and Leases (including, without limitation, each

amendment, if any, hereto); "**Obligor**" means any Person who, or any of whose property, shall at the time in question be obligated in respect of all or any part of the Bank Debt of Borrower and (in addition to Borrower) includes, without limitation, co-makers, indorsers, guarantors, pledgors, hypothecators, mortgagors, and any other Person who agrees, conditionally or otherwise, to make any loan to, purchase from, or investment in, any other Obligor or otherwise assure such other Obligor's creditors or any of them against loss; "**Person**" means an individual or entity of any kind, including, without limitation, any association, company, cooperative, corporation, partnership, trust, governmental body, or any other form or kind of entity; "**Prime Rate**" means the fluctuating rate per annum which is publicly announced from time to time by Bank as being its so-called "prime rate" or "base rate" thereafter in effect, with each change in the Prime Rate automatically, immediately, and without notice changing the Prime Rate thereafter applicable hereunder, it being acknowledged that the Prime Rate is not necessarily the lowest rate of interest then available from Bank on fluctuating-rate loans; "**Proceeds**" means whatever is received or receivable upon sale, exchange, collection, or other disposition of any property or Proceeds, whether directly or indirectly, and includes, without limitation, the proceeds of any casualty, liability, or title insurance relating to any such property and any goods or other property returned after any such sale, exchange, collection, or other disposition; "**Related Writing**" means this Mortgage and any indenture, note, guaranty, assignment, mortgage, security agreement, subordination agreement, notice, financial statement, legal opinion, certificate, or other writing of any kind pursuant to which all or any part of the Bank Debt of Borrower is issued, which evidences or secures all or any part of the Bank Debt of Borrower, which governs the relative rights and priorities of Bank and one or more other Persons to payments made by, or the property of, any Obligor, which is delivered to Bank pursuant to another such writing, or which is otherwise delivered to Bank by or on behalf of any Person (or any employee, officer, auditor, counsel, or agent of any Person) in respect of or in connection with all or any part of the Bank Debt of Borrower; "**Release**" means any deposit, discharge, dispersal, disposal, emission, injection, leaching, leaking, migration, transport, or other movement through any medium, whether indoor or outdoor, whether ambient air, ground water, surface water, soil, or subsurface strata; and the foregoing definitions shall be applicable to the respective plurals of the foregoing defined terms.

4. Representations and Warranties. Borrower represents and warrants to Bank as follows:

- 4.1 Existence.** Borrower is a limited liability company organized and in good standing under Ohio law.
- 4.2 Authority.** Each Person, if any, executing and delivering this Mortgage on behalf of Borrower or any other Person has been duly authorized to do so, and this Mortgage is valid and enforceable against Borrower in accordance with its terms.
- 4.3 Ownership.** Borrower is lawfully seized in fee simple of all of the Collateral absolutely free from any assignment, attachment, encumbrance, lease, license, mortgage, security interest, or other lien, and free from any other claim, right, or interest of any kind, except for any described in section 1 or any in favor of or consented to by Bank. Borrower has the lawful right to grant, mortgage, sell, and convey the Collateral to Bank pursuant to this Mortgage. No assignment, financing statement, or other writing (except any evidencing any lien or interest

expressly permitted by this Mortgage) describing the Collateral or any part thereof is on file in any public office.

4.4 Compliance with Law. Borrower and all other Persons, if any, occupying, operating, or using the Premises or any part thereof have at all times been and continue to be in compliance with all requirements imposed by law, whether federal, state, or local, whether statutory, regulatory, or other, including, without limitation; (a) all Environmental Laws; (b) all approvals, certifications, licenses, permits, and other authorizations required by any Environmental Law for the conduct of any activity upon or within the Premises; and (c) all zoning ordinances applicable to the occupancy, operation, and use of the Premises or any part thereof. Without limiting the generality of the foregoing,

- (i) no condition exists at, on, or under the Premises which would give rise to any liability under any Environmental Law,
- (ii) no legal proceeding relating to the Premises has been commenced before any judicial or administrative tribunal, arbitrator, or mediator, nor, to the best of Borrower's knowledge, has any such proceeding been threatened, and
- (iii) neither the Premises nor any part thereof has been placed on any registry of sites containing Hazardous Materials or that there has occurred any violation at, on, or under the Premises or any part thereof of (A) any Environmental Law, (B) any approval, certification, license, permit, or other authorization required by any Environmental Law for the conduct of any activity upon or within the Premises, or (C) any zoning ordinance.

5. Further Assurance. Borrower, at Borrower's expense, will make and do all such acts and things (including, without limitation, the delivery to Bank of any chattel paper, document, instrument, or other writing of any kind the possession of which perfects a security interest therein) as Bank may from time to time require for the better evidencing, perfection, protection, or validation of, or realization of the benefits of, this Mortgage or the security interest granted pursuant to this Mortgage. Without limiting the generality of the foregoing, Borrower will, at Borrower's expense, upon each request of Bank, (a) warrant and defend the Collateral to Bank and its successors and assigns and the claims and demand of all Persons whatever, (b) sign and file or permit Bank to file such financing statements, mortgages, and other writings as Bank may from time to time require and in such public offices as Bank may from time to time require; (c) comply with every other requirement deemed necessary by Bank for the perfection of the lien of this Mortgage or the security interest granted pursuant to this Mortgage; and (d) execute and deliver such affidavits, assignments, financing statements, indorsements of specific items of Collateral, mortgages, powers of attorney, security agreements, and other writings as Bank may from time to time require, each in such form and substance satisfactory to Bank. Without diminishing or impairing any obligation of Borrower under this Mortgage, a carbon, photographic, or other reproduction of this Mortgage shall be sufficient as a financing statement

6. Notice. Borrower will give Bank

- (a) not less than seven (7) days' prior written notice of any change in circumstances which affects or may affect the continuing efficacy of this Mortgage as the first priority lien (subject to any described in section 1 or any in favor of or consented to by Bank) on the Collateral or any part thereof,
- (b) immediate written notice if any Person other than Borrower or Bank claims any lien or other right or interest of any kind (except for any described in section 1 or any in favor of or expressly consented to by Bank) in any of the Collateral,
- (c) immediate notice whenever any legal proceeding relating to the Premises shall have been commenced before any judicial or administrative tribunal, arbitrator, or mediator, or whenever any such proceeding shall have been threatened, or
- (d) immediate written notice whenever Borrower learns or has reason to believe that the Premises or any part thereof has been placed on any registry of Hazardous Material disposal sites or that there has occurred any violation at, on, or under the Premises or any part thereof of any Environmental Law or of any approval, certification, license, permit, or other authorization required by any Environmental Law for the conduct of any activity upon or within the Premises, or any violation of any zoning ordinance upon or within the Premises.

7. **Records.** Borrower will at all times keep accurate and complete records of the Collateral. Bank (or one or more Persons selected by Bank) shall have the right at all reasonable times to examine, inspect, and make extracts from Borrower's books and records and to examine, appraise, and protect the Collateral. Without limiting the generality of the foregoing Bank (or one or more Persons selected by Bank) shall have the right, at any time and from time to time, to enter upon the Premises and conduct such appraisals, audits, examinations, inspections, site assessments, and tests as Bank shall deem advisable in order to comply with applicable law or to determine whether Borrower is in compliance with sections 10 and 12 of this Mortgage. Bank shall have no obligation whatever to conduct any such appraisals, audits, examinations, inspections, site assessments, or tests or disclose the results thereof, or having done so any one or more times, to thereafter continuing doing so. Borrower will reimburse Bank, on Bank's demand from time to time, for any and all fees, costs, and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred by Bank in connection with any such appraisal, audit, examination, inspection, site assessment, or test. If any amount owing under this Mortgage is not paid when due, then, and in each such case, Borrower shall pay, on Bank's demand, interest on that amount from the due date thereof until paid in full at a fluctuating rate equal to four percent (4%) per annum plus the Prime Rate.

8. **Dispositions and Encumbrances.** Borrower will not, without in each case obtaining Bank's consent,

- (a) sell or otherwise dispose of any Collateral or any interest therein or
- (b) suffer or permit any Collateral (i) to be or become subject to any assignment, attachment, encumbrance, lease, license, mortgage, security interest, or other lien, or any other claim, right, or interest of any kind, *except* for any described in section 1 or any in favor of or consented to by Bank or (ii) to be described in any mortgage, financing statement, or other writing, *except* any evidencing any lien or interest expressly permitted by this Mortgage.

9. ***Movement and Detachment from Real Property.*** Borrower will not suffer or permit any improvements or fixtures now or hereafter subject to the lien of this Mortgage to be moved or detached from the Premises.
10. ***Maintenance of Goods, Taxes, and Preservation Costs.*** Borrower will maintain all improvements and fixtures now or hereafter subject to the lien of this Mortgage in good condition. Borrower will pay promptly all assessments, levies, taxes, and other charges now owing or hereafter arising in connection with this Mortgage and the Collateral, and will pay all repair, maintenance, and preservation costs in respect thereof. If Borrower does not do so, then, and in each such case, Bank shall have the right, at its option, to pay the same, and Borrower will, on Bank's demand, reimburse Bank for all amounts Bank so pays. Borrower will seek such reductions in the assessments, levies, taxes, and other charges on the Collateral or such thereof as Bank shall from time to time request, and prosecute in good faith all complaints and appeals in connection therewith, all without expense to Bank. Borrower will, upon each request of Bank, furnish Bank with such advances, assurances (including, without limitation, a surety bond from a surety satisfactory to Bank), and deposits, in each case on terms satisfactory to Bank, in order to ensure that Borrower will perform Borrower's obligations under this section 10.
11. ***Insurance.*** Borrower will at all times keep all improvements and fixtures now or hereafter existing upon or within the Premises insured under so-called "causes of loss-special form" policies of insurance issued by such companies and in such amounts (but in no case, except in the case of flood insurance, less than the full replacement value thereof or the amount necessary to prevent the operation of any applicable coinsurance provision, whichever amount shall be greater), as shall be acceptable to Bank. Borrower will at all times maintain flood insurance as required by the Flood Disaster Protection Act of 1973, as amended from time to time, and the regulations promulgated thereunder, and will at all times maintain any additional flood insurance required by Bank. Borrower will at all times maintain so-called "commercial general liability" insurance with such insurers and in such amounts as shall be acceptable to Bank. Any determination by Bank regarding the acceptability of the issuer or the amount of any insurance policy shall be deemed to have been made without any representation or warranty of any kind, Borrower hereby assuming the burden of ensuring that each such issuer and each such amount is adequate for the protection of Borrower and all other Persons.
- 11.1 *Policies.*** Borrower will cause each policy of insurance covering any improvements or fixtures existing upon or within the Premises to (a) require the insurer to give Bank written notice not less than thirty (30) days prior to any cancellation, expiration, modification, or non-renewal of the policy, (b) have attached thereto (i) a standard mortgagee's or lender's loss payable endorsement in favor of Bank, entitling Bank to collect any and all proceeds payable under the policy and providing in effect that the rights and interests of Bank thereunder are independent of, and shall not be diminished or impaired by, any action, inaction, or breach of condition on the part of Borrower and (ii) a waiver of subrogation endorsement, and (c) be otherwise in form and substance satisfactory to Bank. Borrower will seasonably pay all premiums for the foregoing policies of insurance and will cause the issuer of each such policy to deliver an original counterpart thereof directly to Bank.

- 11.2 Assignment.** Borrower hereby assigns to Bank any returned or unearned premium due upon cancellation of any such insurance and directs insurer to pay to Bank all amounts so due. All or any portion of amounts received by Bank in payment of insurance losses or returned or unearned premiums may, at Bank's option, be applied to the Subject Debt (with such allocation to the respective parts thereof and the respective due dates thereof as Bank in its sole discretion may from time to time deem advisable) or to the repair, replacement, or restoration of the improvements or fixtures insured.
- 11.3 Adjustments.** Borrower hereby irrevocably appoints Bank as Borrower's attorney-in-fact to adjust all insurance losses, to sign all applications, receipts, releases, and other writings necessary to collect any such loss and any returned or unearned premiums, to execute proofs of loss, to make settlements, to indorse and collect any check or other item payable to Borrower issued in connection therewith, and to apply the same to payment of the Subject Debt as hereinbefore provided.
- 11.4 Insurance Collateral Account.** If Borrower does not maintain insurance pursuant to this section, then, and in each such case, Bank shall have the right to obtain such insurance or obtain insurance covering only Bank's interest; and, if Bank elects to do either, Borrower will, on Bank's demand, reimburse Bank for all amounts Bank expends in doing so. Bank shall have the right to require Borrower, at any time and from time to time, to maintain with Bank, in a non-interest bearing account (the "**Insurance Collateral Account**") over which Bank shall have sole dominion and control and from which only Bank may withdraw funds, a deposit balance in an amount equal to one hundred ten percent (110%) of one/twelfth (1/12th) of the aggregate annual premiums under all policies of insurance required under this Mortgage. Each deposit to the Insurance Collateral Account shall be subject to Bank's general rules and regulations except to the extent, if any, inconsistent with this Mortgage. Bank shall have the right (but no obligation) withdraw funds from the Insurance Collateral Account at any time and from time to time and to use the same to obtain insurance as hereinbefore provided, or, after the occurrence of any Default, for application to any Subject Debt. Bank in its discretion may from time to time release to Borrower (or to Borrower's order) all or any of the funds then held in the Insurance Collateral Account, but no such release or releases shall commit Bank thereafter to make any further or other such releases. Borrower hereby grants Bank a security interest in the Insurance Collateral Account to secure all obligations secured by the lien of this Mortgage. If at any time the balance in the Insurance Collateral Account shall be less than the required amount, whether as a result of any withdrawal by Bank or otherwise, then, and in each such case, Borrower will, forthwith on Bank's request, deposit such additional amounts as are necessary to restore that balance to the required amount.
- 12. Compliance with Law.** Borrower will, and cause all other Persons, if any, operating or in possession of the Premises to, comply at all times and in all respects with all laws (whether federal, state, or local and whether statutory, administrative, judicial, or other) and with every lawful governmental order (whether administrative or judicial) pertaining to the occupancy, operation, and use of the Premises and, without limiting the generality of the foregoing, will, and will cause each such Person to,

- (a) occupy, operate, and use the Premises in compliance with all Environmental Laws and handle all Hazardous Materials in compliance therewith,
- (b) comply with and keep in full effect each approval, certification, license, permit, or other authorization required by any Environmental Law for the conduct of any activity upon or within the Premises, and
- (c) occupy, operate, and use the Premises in compliance with all zoning ordinances.

13. Power of Attorney. Borrower hereby irrevocably constitutes and appoints Bank, through its employees and agents, with full power of substitution, as Borrower's true and lawful attorney-in-fact, with full irrevocable power and authority in the place of Borrower and in the name of Borrower or in Bank's own name, for the purpose of carrying out the terms of this Mortgage, to perform, at any time and from time to time, each agreement contained in this Mortgage that is on Borrower's part to be complied with, and to take any and all actions and to execute and deliver any and all writings which may be necessary or desirable to give Bank the full benefit of this Mortgage, in each case as Bank may from time to time deem advisable, Borrower hereby agreeing that Bank shall owe no duty whatever to Borrower to perform any such agreement, to take any such action, or to execute or deliver any such writing or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Borrower hereby irrevocably authorizes Bank, at any time and from time to time, to (a) fill in any blank space contained in this Mortgage or any other Related Writing, (b) to correct patent errors, to complete and correct the description of the Collateral, and to complete the date herein or therein, (c) to sign on Borrower's behalf and file, at Borrower's expense and without Borrower's signature, such affidavits, assignments, financing statements, indorsements of specific items of Collateral, mortgages, powers of attorney, security agreements, and other writings as Bank may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of, this Mortgage or the security interest granted pursuant to this Mortgage, and (d) to seek such reductions in the assessments, levies, taxes, and other charges on the Collateral or such thereof as Bank shall from time to time deem advisable, and to prosecute all complaints and appeals in connection therewith.

14. Unconditional and Continuing Interest. Borrower's obligations under this Mortgage and granting of the mortgage lien and security interest to Bank pursuant to this Mortgage are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to section 23) those obligations and the lien and security interest so granted shall continue in full effect until the Subject Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Subject Debt is outstanding, regardless of any act, omission, or course of dealing whatever on Bank's part, and regardless of any other event, condition, or other thing.

15. Payment in Full; Defeasance. Payment in full of the Subject Debt shall be deemed not to have occurred unless and until (a) Borrower shall have limited the indebtedness secured by this Mortgage to zero by the giving and recording of notice under applicable law, (b) all Commitments made to Borrower prior to the limitation of the indebtedness secured by this Mortgage shall have ceased to exist, and (c) all of the Subject Debt shall have been paid to Bank in collected funds that are not subject to recovery by any trustee in bankruptcy or any other Person. Upon payment in full of the Subject Debt, this

Mortgage (except for obligations surviving indefinitely pursuant to section 23) shall be void.

16. **Bank's Duties Limited.** Bank shall have no duty as to the collection or protection of Collateral or any income therefrom, nor as to the preservation of rights against other Persons, beyond the safe custody of any Collateral in Bank's possession. Bank shall have no liability for its delivery of any property to any Person or Persons who Bank determines in good faith to be entitled to the same.
17. **No Setoff.** Borrower hereby waives any and all now existing or hereafter arising rights to recoup or offset any obligation of Borrower under or in connection with this Mortgage or any Related Writing against any claim or right of Borrower against Bank.
18. **No Homestead, Exemption, Valuation, or Appraisal Rights; No Dower.** Borrower waives any homestead or exemption rights as against the obligations secured by this Mortgage, and waives any and all rights Borrower may now or hereafter have to insist upon any valuation or appraisal of the Collateral or any part thereof. The undersigned spouse, if any, hereby releases and forever quit-claims to Bank all right, title, and expectancy of dower in the Collateral. If Borrower is more than one Person, then, at Bank's discretion, those Persons, or either of them, may be deemed to be jointly and severally liable for the payment and performance of Borrower's obligations under this Mortgage.
19. **Indemnity: Administration, Enforcement, and Termination; Interest.** Borrower will reimburse Bank, on Bank's demand from time to time, for any and all fees, costs, and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred by Bank in administering this Mortgage and in enforcing, exercising, or protecting its rights under this Mortgage or under applicable law, or in attempting to do any of the foregoing. Borrower agrees that if and when Bank's security interest shall have terminated in accordance with the provisions of this Mortgage, Borrower will, on Bank's demand from time to time, reimburse Bank for all costs and expenses (including, without limitation, fees and disbursements of legal counsel) incurred by Bank in releasing or terminating each assignment, financing statement, mortgage, or other writing signed pursuant to this Mortgage. If any amount owing under this Mortgage is not paid when due, then, and in each such case, Borrower shall pay, on Bank's demand, interest on that amount from the due date thereof until paid in full at a fluctuating rate equal to four percent (4%) per annum plus the Prime Rate. Borrower will, upon each request of Bank, furnish Bank with such advances, assurances (including, without limitation, a surety bond from a surety satisfactory to Bank) and deposits, in each case on terms satisfactory to Bank, in order to ensure that Borrower will perform Borrower's obligations under this section 19.
20. **Indemnity: Compliance with Law.** Borrower will indemnify Bank, its shareholders, directors, officers, employees, agents, and independent contractors and their respective successors and assigns, from and against any and all liabilities and any and all fees, costs, and expenses (including, without limitation, the fees and disbursements of legal counsel) arising out of or in connection with any breach of any representation or warranty contained in subsection 4.4, or any failure to perform or observe any agreement contained in section 12, or the existence of any Hazardous Material upon or within, or the Release of any Hazardous Material from, upon, or within, the Premises or any part thereof and, in connection therewith, (a) the release of any lien upon all or any

part of the Premises, (b) any clean-up or other remediation under any Environmental Law or otherwise, (c) any claim of any Person, (d) any action or inaction by Borrower or any other Person occupying, operating, or using the Premises or any part thereof, or by any of their respective shareholders, directors, officers, employees, agents, or contractors, (e) any loss of value in the Collateral, and (f) any failure of or defect in title to the Collateral or any part thereof. Borrower will, upon each request of Bank, furnish Bank with such advances, assurances (including, without limitation, a surety bond from a surety satisfactory to Bank), and deposits, in each case on terms satisfactory to Bank, in order to ensure that Borrower will perform Borrower's obligations under this section 20.

- 21. *Waivers; Remedies; Application of Payments.*** Bank may from time to time in its discretion grant waivers and consents in respect of this Mortgage or any other Related Writing or assent to amendments thereof, but no such waiver, consent, or amendment shall be binding upon Bank unless set forth in a writing (which writing shall be narrowly construed) signed by Bank. No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, or privilege by Bank shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further or other exercise thereof or of any other, as each such right, power, or privilege may be exercised either independently or concurrently with others and as often and in such order as Bank may deem expedient. Each right, power, or privilege specified or referred to in this Mortgage is in addition to and not in limitation of any other rights, powers, and privileges that Bank may otherwise have or acquire by operation of law, by other contract, or otherwise. Bank shall be entitled to equitable remedies with respect to each breach or anticipatory repudiation of any provision of this Mortgage, and Borrower hereby waives any defense which might be asserted to bar any such equitable remedy. Without limiting the generality of the foregoing, Bank, in any action to enforce any right arising under or in connection with this Mortgage, shall be entitled to the appointment, without notice to Borrower and regardless of whether Bank has an adequate remedy at law, of a receiver of the Collateral or such thereof as Bank shall deem advisable, with power to manage and operate that Collateral during the pendency of that action and until the consummation of any sale or other disposition of that Collateral, and with power to do such other acts and things to enable Bank to realize the benefits of this Mortgage. Bank shall have the right to apply all cash Proceeds of any Collateral to the Subject Debt with such allocation to the respective parts thereof and the respective due dates thereof as Bank in its sole discretion may from time to time deem advisable.

22. *Assignment of Rents and Leases.*

- (a) Borrower hereby absolutely and unconditionally assigns, transfers and sets over unto Bank and Bank's successors and assigns, all present and future leases covering all or any part of the Premises ("**Leases**"), together with any extensions or renewals thereof and any guarantees of any tenants' obligations thereunder, and all of the rents, royalties, bonuses, income, receipts, revenues, issues and profits now due or which may hereafter become due under the Leases or any extensions or renewals thereof, as well as all moneys due and to become due to Borrower under the Leases for services, materials or installations supplied whether or not the same were supplied under the terms of the Leases, all liquidated damages following default under the Leases and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Premises (such rents, income, receipts, revenues, issues, profits and other moneys assigned hereby are hereinafter

collectively called "**Rents**"), together with any and all rights and remedies which Borrower may have against any tenant under any of the Leases or others in possession of the Premises or any part thereof for the collection or recovery of Rents so assigned. Borrower is hereby expressly permitted to enter into Leases of the Premises subject to the terms and conditions contained herein. Prior to a Default (as hereinafter defined) Borrower shall have a license to collect and receive all Rents as trustee for the benefit of Bank and Borrower.

- (b) Borrower hereby represents, warrants and agrees that:
- (i) Borrower has good title to the Leases and Rents hereby assigned and has the right, power and capacity to make this assignment and no person or entity other than Borrower has or will have any right, title or interest in or to the Leases or Rents.
 - (ii) Borrower will, at Borrower's sole cost and expense, perform and discharge all of the obligations and undertakings of the landlord under the Leases and give prompt notice to Bank of any failure to do so. Borrower will use all reasonable efforts to enforce or secure the performance of each and every obligation and undertaking of the tenants under the Leases and will appear in and prosecute or defend any action or proceeding arising under, or in any manner connected with, the Leases or the obligations and undertakings of the tenants thereunder.
 - (iii) Borrower will not (1) pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents; (2) waive, excuse, condone or in any manner release or discharge any tenant under any of the Leases; (3) disaffirm, cancel, terminate or consent to any surrender of any of the Leases; (4) modify, extend or in any way alter the terms of any of the Leases so as to reduce or diminish or postpone the payments of Rents; (5) renew or extend any of the Leases, except pursuant to terms in existing Leases; (6) permit any assignment of any of the Leases; or (7) anticipate Rents more than thirty (30) days prior to accrual.
 - (iv) Borrower will give immediate notice to Bank of any notice Borrower receives from any tenant under the Leases, specifying any claimed default by any party under the Leases.
 - (v) No settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior written consent of Bank, which consent may be withheld in Bank's sole discretion, and any check in payment of such damages shall be made payable to both Borrower and Bank. Borrower hereby assigns any such payment to Bank, to be applied to the Indebtedness as Bank may elect, and agrees to endorse any check for such payment to the order of Bank.
 - (vi) All existing Leases are valid, unmodified and in full force and effect, there are no existing defaults under any of the Leases and Borrower has not performed any act or executed any instrument which might prevent Bank from operating under any of the terms and provisions thereof or which would limit Bank in such operation.

- (vii) Each of the Leases will be in form and content satisfactory to Bank. Borrower will deliver to Bank certified and correct copies of each of the Leases once fully executed. Upon request of Bank, Borrower shall deliver to Bank a subordination and attornment agreement from each tenant under the Leases and such estoppel certificates as Bank shall reasonably request.
- (c) Bank shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Borrower under any of the Leases; and Borrower hereby agrees to indemnify Bank for, and to save Bank harmless from, any and all liability, damage or expense arising from any of the Leases or from this assignment, including, without limitation, claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Bank. All amounts indemnified against hereunder, including reasonable attorneys' fees, if paid by Bank shall bear interest at the default rate of interest, if any, provided for in the promissory note or other instrument evidencing the Subject Debt, and shall be payable by Borrower immediately without demand and shall be secured hereby. This assignment shall not place responsibility for the control, care, management, or repair of the Premises upon Bank, or make Bank responsible or liable for any negligence in the management, operation, upkeep, repair or control of same resulting in loss or damage or injury or death to any party.
- (d) Upon the occurrence of a Default as hereinafter defined:
 - (i) All Rents assigned hereunder shall be paid directly to Bank, and Bank may notify the tenants under the Leases (or any other parties in possession of the Premises) to pay all of the Rents directly to Bank at the address specified in section 25 hereof, for which this assignment shall be sufficient warrant;
 - (ii) Bank shall have the right to forthwith enter and take possession of the Premises and to manage, operate, lease and develop the same; to collect as hereunder provided all or any Rents payable under the Leases; to make repairs as Bank deems appropriate; and to perform such other acts in connection with the management, operation, development, leasing and construction of the Premises as Bank, in its sole discretion, may deem proper; and
 - (iii) Bank shall have the right to forthwith enter into and upon the Premises and take possession thereof, and to appoint an agent, or in the event of the institution of foreclosure proceedings to have a receiver appointed for the collection of the Rents.

In the event that Bank shall pursue its remedies under subsection (ii) or (iii) above, the net income, after allowing a reasonable fee for the collection thereof and the management of the Premises, may be applied toward the payment of taxes, assessments, insurance premiums, repairs, protection of the Premises or Bank's lien thereon, and other charges against the Premises and the costs of procurement of such insurance and of evidence of title to the Premises, or any of them, or in the reduction of the Indebtedness and the payment of interest as

Bank may elect. If the Rents are not sufficient to meet the costs, if any, of taking control of and managing the Premises and collecting the Rents, any funds expended by Bank for such purposes shall become indebtedness of Borrower to Bank secured by this Mortgage. Unless Bank and Borrower agree in writing to other terms of payment, such amounts shall be payable upon demand from Bank to Borrower and shall bear interest from the date of disbursement at the default rate of interest, if any, provided for in the promissory note or other instrument evidencing the Subject Debt.

The exercise or failure to exercise any of the above remedies shall not in any way preclude or abridge the right of Bank to foreclose this Mortgage or to take any other legal or equitable action thereon. Bank shall have such rights or privileges as aforesaid regardless of the value of the Premises given as security hereunder, and regardless of the solvency or insolvency of any party bound for the payment of the Indebtedness or the other sums hereby secured.

- (e) Borrower hereby authorizes and directs the tenants under the Leases to pay Rents to Bank upon written demand by Bank, without further consent of Borrower, and the tenants may rely upon any written statement delivered by Bank to the tenants. Any such payment to Bank shall constitute payment to Borrower under the Leases.

23. Other Provisions. The provisions of this Mortgage shall bind Borrower and Borrower's executors, heirs, successors, and assigns and benefit Bank and its successors and assigns. Except for Borrower and Bank and their respective successors and assigns, there are no intended beneficiaries of this Mortgage, *provided*, that Bank shall have the right, in its discretion, to designate, at any time and from time to time, one or more of Bank's shareholders, directors, officers, employees, agents, and independent contractors and their respective successors and assigns as intended beneficiaries of section 20. Each representation or warranty made in or pursuant to this Mortgage shall survive the execution and delivery of this Mortgage and each other Related Writing. The provisions of sections 16 through 26, both inclusive, shall survive the payment in full of the Subject Debt, the release of this Mortgage and the termination of the security interest granted pursuant to this Mortgage. The several captions to different sections and subsections of this Mortgage are inserted for convenience only and shall be ignored in interpreting the provisions thereof. Each reference to a section includes a reference to all subsections thereof (i.e., those having the same character or characters to the left of the decimal point), *except* where the context clearly does not so permit. If any provision in this Mortgage shall be or become illegal or unenforceable in any case, then that provision shall be deemed modified in that case so as to be legal and enforceable to the maximum extent permitted by law while most nearly preserving its original intent, and in any case the illegality or unenforceability of that provision shall affect neither that provision in any other case nor any other provision. Interest for any given period shall accrue on the first day thereof but not on the last day thereof (unless the last day is the first day) and in each case shall be computed on the basis of a 360-day year and the actual number of days in the period. In no event shall interest accrue at a higher rate than the maximum rate, if any, permitted by law. Bank shall have the right to furnish to its Affiliates, and to such other Persons as Bank shall deem advisable for the conduct of its business, information concerning the business, financial condition, and property of Borrower, the amount of the Bank Debt of Borrower, and the terms, conditions, and other provisions applicable to the respective parts thereof. This Mortgage shall be

governed by the law (excluding conflict of laws rules) of the jurisdiction in which Bank's banking office is located.

- 24. Integration.** This Mortgage and, to the extent consistent with this Mortgage, the other Related Writings, set forth the entire agreement of Borrower and Bank as to its subject matter, and may not be contradicted by evidence of any agreement or statement unless made in a writing (which writing shall be narrowly construed) signed by Bank contemporaneously with or after the execution and delivery of this Mortgage.
- 25. Notices and Other Communications.** Each notice, demand, or other communication, whether or not received, shall be deemed to have been given to Borrower whenever Bank shall have mailed a writing to that effect by certified or registered mail to Borrower at Borrower's mailing address (or any other address of which Borrower shall have given Bank notice after the execution and delivery of this Mortgage); however, no other method of giving actual notice to Borrower is hereby precluded. Each communication to be given to Bank shall be in writing and shall be given to Bank at Bank's banking office (or any other address of which Bank shall have given notice to Borrower after the execution and delivery this Agreement). Borrower hereby assumes all risk arising out of or in connection with each such communication given by Borrower to Bank and each communication given or attempted by Borrower in contravention of this section. Bank shall be entitled to rely on each communication believed in good faith by Bank to be genuine.
- 26. Jurisdiction and Venue; Waiver of Jury Trial.** Any action, claim, counterclaim, crossclaim, proceeding, or suit, whether at law or in equity, whether sounding in tort, contract, or otherwise at any time arising under or in connection with this Mortgage or any other Related Writing, the administration, enforcement, or negotiation of this Mortgage or any other Related Writing, or the performance of any obligation in respect of this Mortgage or any other Related Writing (each such action, claim, counterclaim, crossclaim, proceeding, or suit, an "**Action**") may be brought in any federal or state court located in the city in which Bank's banking office is located. Borrower hereby unconditionally submits to the jurisdiction of any such court with respect to each such Action and hereby waives any objection Borrower may now or hereafter have to the venue of any such Action brought in any such court.

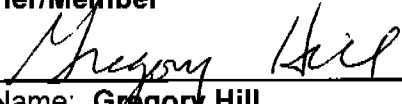
[Signature page follows. Remainder of page intentionally left blank.]

BORROWER HEREBY, AND EACH HOLDER OF THE SUBJECT DEBT OR ANY PART THEREOF, KNOWINGLY AND VOLUNTARILY WAIVES JURY TRIAL IN RESPECT OF ANY ACTION.

BORROWER:

RESORT PROPERTIES MANAGEMENT, LTD.

By: 
Printed Name: **Thomas C. Bleile**
Its: **Partner/Member**

By: 
Printed Name: **Gregory Hill**
Its: **Partner/Member**

STATE OF OHIO
COUNTY OF Huron, SS:

The foregoing instrument was acknowledged before me on Dec. 22, 2005, by **Thomas C. Bleile** as **partner/member** and **Gregory Hill** as **partner/member** on behalf of **RESORT PROPERTIES MANAGEMENT, LTD.**, an Ohio limited liability company.


Notary Public
MICHELLE A. CRUM, Notary Public
Notary Public, State of Ohio
My Commission Expires Dec. 26, 2007

This instrument prepared by:
National City Bank (deal 95356)
1900 East 9th Street
Cleveland, OH 44114



Order No. : 600051480
Loan No.:

EXHIBIT A

Situated in the Township of Huron, County of Erie and State of Ohio: Being those parts of Original Lots 24, 25, Section 3, Huron Township, Erie County, Ohio, as follows: Beginning at the northeast corner of lands conveyed by Mossie Stout to Roscoe and Violet Stout by deed recorded in Volume 233, Page 149, Erie County Deed Records, the same being in the centerline of the Cleveland-Sandusky Road; thence South 76 degrees 03' East, along the centerline of the Cleveland-Sandusky Road, 264.23 feet to a point; thence South 13 degrees 57' West, 246.50 feet to a point; thence South 76 degrees 03' East, 144.93 feet to the west line of a 4.60 acre parcel conveyed to Glenn O'Dell by deed recorded in Volume 101, Page 157, Erie County Deed Records; thence South 3 degrees 41' East, along last mentioned line, 296.59 feet to the north right of way line of Relocated Ohio State Route 2; thence North 89 degrees 31' West, along last mentioned line, 316.28 feet to the east line of said Roscoe and Violet Stout lands, thence North 3 degrees 40' West, along last mentioned line, 632.50 feet to the place of beginning and containing 3.701 acres, more or less, but subject to all legal highways.

Property Address: 2716 Cleveland Road, Huron, OH 44839

Tax ID No.: 39-00156.000

EXHIBIT "A"

Situated in the City of Sandusky, County of Erie and State of Ohio:

PARCEL 1: Being Lots Nos. 517, 518, 519, 520 and 521 in the Subdivision of part of Outlots 11, 12, 17, 18, 34, 36, 41 and 43 and the whole of Outlot 42, all in Beech's Survey, west of Camp Street.

PARCEL 2: Being the west one-half 1/2 of the following: Beginning at the northwest corner of Clay Street and Filmore Street, such point being on the west right of way line of Clay Street, and being the principle place of beginning for this description; thence North along the west right of way line of Clay Street, a distance of 180.90' to a point; thence in a southeast direction, a distance of 54.89' to a point on the east right of way line of Clay Street; thence south along the east right of way line of Clay Street, a distance of 158.2' to a point at the northeast corner of Clay Street and Filmore Street; thence westerly along a line of the northerly right of way line of Filmore Street, a distance of 50' to the place of beginning and containing 8477.5 square feet of land more or less.

Property Address: 1707 Filmore Street, Sandusky, OH 44870
Tax ID No.: 58-02138.000

EASEMENT

Vol. 234 96

RECEIVED OF THE TOLEDO EDISON COMPANY THE SUM OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IN CONSIDERATION OF WHICH I/we, Andrew Schenk ~~and~~ Ethelyn Schenk, HUSBAND AND WIFE, HEREBY GRANT AND CONVEY UNTO THE SAID THE TOLEDO EDISON COMPANY, THE OHIO PUBLIC SERVICE CO. THEIR RESPECTIVE SUCCESSORS AND ASSIGNS DURING CORPORATE LIFE, THE RIGHT AND EASEMENT TO CONSTRUCT, RELOCATE, OPERATE AND MAINTAIN, AT THIS TIME OR AT SUCH TIME OR TIMES IN THE FUTURE AS THE COMPANIES DESIRE, A LINE OR LINES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY THEREOVER, FOR ANY AND ALL PURPOSES FOR WHICH ELECTRIC ENERGY IS NOW OR MAY HEREAFTER BE USED, WITH ALL NECESSARY POLES, WIRES, CABLES, GUY WIRES, STUBS, ANCHORS, FIXTURES AND APPLIANCES IN, THROUGH, OVER AND UPON MY/OUR LANDS, SITUATE IN THE TOWNSHIP OF Huron COUNTY OF Erie STATE OF OHIO, AND BEING A PART OF SECTION 2 TOWN RANGE MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT:

Situate in Section 2, Lot 25, Huron Township, Erie County, Ohio, and described as follows, to-wit:-

Being the 16 1/2 foot strip of land which was the old Lake Shore Electric Railway right of way lying South of and adjacent to the Lake Shore Road and extending entirely across the Grantor's land, beginning approximately 877 feet West of the East line of Lot 25 extended Southerly, and extending Westerly approximately 327 feet to Grantor's West line.

TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS TO, OVER AND FROM SAID PREMISES AND THE RIGHT TO REMOVE AND KEEP FREE ANY OBSTRUCTIONS FROM AND ALONG SAID LINE OR LINES THAT, IN THE JUDGMENT OF THE TOLEDO EDISON COMPANY AND THE OHIO PUBLIC SERVICE COMPANY, WILL INTERFERE WITH THE CONSTRUCTION OR THE SAFE OPERATION OF SAID LINE OR LINES.

IN WITNESS WHEREOF, I/we HAVE HEREUNTO SET ~~MY~~ OUR HAND THIS DAY OF 24 November, 1947.

ACKNOWLEDGED BY EACH GRANTOR
IN THE PRESENCE OF

W. P. Young
W. P. Young

Andrew Schenk
Ethelyn Schenk

STATE OF OHIO) SS
COUNTY OF Erie)

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE NAMED Andrew J. Schenk & Ethelyn F. Schenk 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 THIS 24 DAY November, 1947.

W. P. YOUNG, Notary Public in & for Erie County, Ohio
My Commission Expires Aug. 24, 1952

W. P. Young
Notary Public

124456

Andrew Schenk, et ux
Sec. 2, Lot 25
Huron Twp., Erie Co.

FILED

1947 JUL 3 AM 11 34

CARL A. SPEIR
RECORDER
ERIE CO. OHIO

Recorded July 7th, 1952, in
Erie Co. Deed Records.
Vol. 234 Page 96

Carl A. Speir, Recorder.

60 Paid

sat 2075

KNOW ALL MEN BY THESE PRESENTS:

EASEMENT FOR HIGHWAY PURPOSES

170107

Sheet 2 of 3 Sheets

VOL 309 PAGE 158

That Andrew J. Schenk & Ethelyn E. Schenk
(Husband & Wife) the grantors

for and in consideration of the sum of Two Thousand Eight Hundred Ten Dollars (\$ 2810.00) and for other good and valuable considerations to them 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, including loss of direct access as hereinafter provided, situated in ERIE County, Ohio, HURON Township, Section 3, Town 6 N, Range 22 W, and bounded and described as follows:

PARCEL NO. 265-LA

Being a parcel of land lying on the LEFT & RIGHT side of the centerline of a survey, made by the Department of Highways, and recorded in Book 14, Page 6364 of the records of ERIE County and being located within the following described points in the boundary thereof:

BEGINNING AT A POINT IN THE SOUTHWESTERLY CORNER OF LANDS OF THE GRANTORS, THE SAME BEING 86.48 FEET LEFT OF AND RADIALLY TO STATION 1004 + 50.83 IN THE CENTERLINE OF SURVEY MADE BY THE DEPARTMENT OF HIGHWAYS; RUNNING THENCE NORTHERLY ALONG THE WESTERLY PROPERTY LINE TO A POINT 190 FEET LEFT OF AND RADIALLY TO CENTERLINE STATION 1004 + 45.53; THENCE EASTERLY TO A POINT IN THE EASTERLY LINE OF LANDS OF THE GRANTORS, THE SAME BEING 185 FEET LEFT OF AND RADIALLY TO CENTERLINE STATION 1007 + 57.08; THENCE SOUTHERLY ALONG SAID EASTERLY PROPERTY LINE TO THE SOUTHEASTERLY CORNER THEREOF, THE SAME BEING 99.97 FEET RIGHT OF AND RADIALLY TO CENTERLINE STATION 1007 + 78.51; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF LANDS OF THE GRANTORS TO THE PLACE OF BEGINNING.

GRANTOR CLAIMS OWNERSHIP THROUGH INSTRUMENT RECORDED IN VOLUME 211 88 OF THE ERIE COUNTY DEED RECORDS. 212 PAGE 476

It is understood that the strip of land above described contains 1.41 acres, more or less, exclusive of the present road which occupies 0.00 acres, more or less.

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

In consideration of the sum of Two Thousand Eight Hundred Ten Dollars (\$ 2810.00), hereinbefore mentioned, they do hereby specifically waive and release any and all right or rights of direct access, or claims thereof, to the present highway improvement to be constructed, or to the ultimate highway improvement to be constructed in the future, as called for by the plans herein referred to, and the execution of this conveyance shall act automatically as a waiver to the State of Ohio in the elimination of any direct access to said highway either for present or future construction.

It is further understood and agreed that the consideration for Parcel No. 265-LA, in addition to the limitation of access as provided above, includes compensation for land taken and all damages accruing from the taking of said Parcel No. 265-LA.

Magdalen H. Harth
R. L. Hertz

Andrew J. Schenk
Ethelyn E. Schenk

THIS INSTRUMENT WAS PREPARED BY
OHIO DEPARTMENT OF HIGHWAYS
H. W. MITTENDORF

Grantor 5

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

And the said Grantor, for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owner of said premises, and are lawfully seized of the same in fee simple, and have 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 they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Andrew J. Schenk and Ethelyn E. Schenk, husband & wife

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Andrew J. Schenk and Ethelyn E. Schenk

have hereunto set their hands, the 26th day of March, in the year of our Lord one thousand nine hundred and Sixty

Signed and sealed in presence of:

Mable H. North
R. L. Hertz

Andrew J. Schenk
Ethelyn E. Schenk

THIS INSTRUMENT WAS PREPARED BY
OHIO DEPARTMENT OF HIGHWAYS -
H. W. MITTENDORF

STATE OF OHIO.

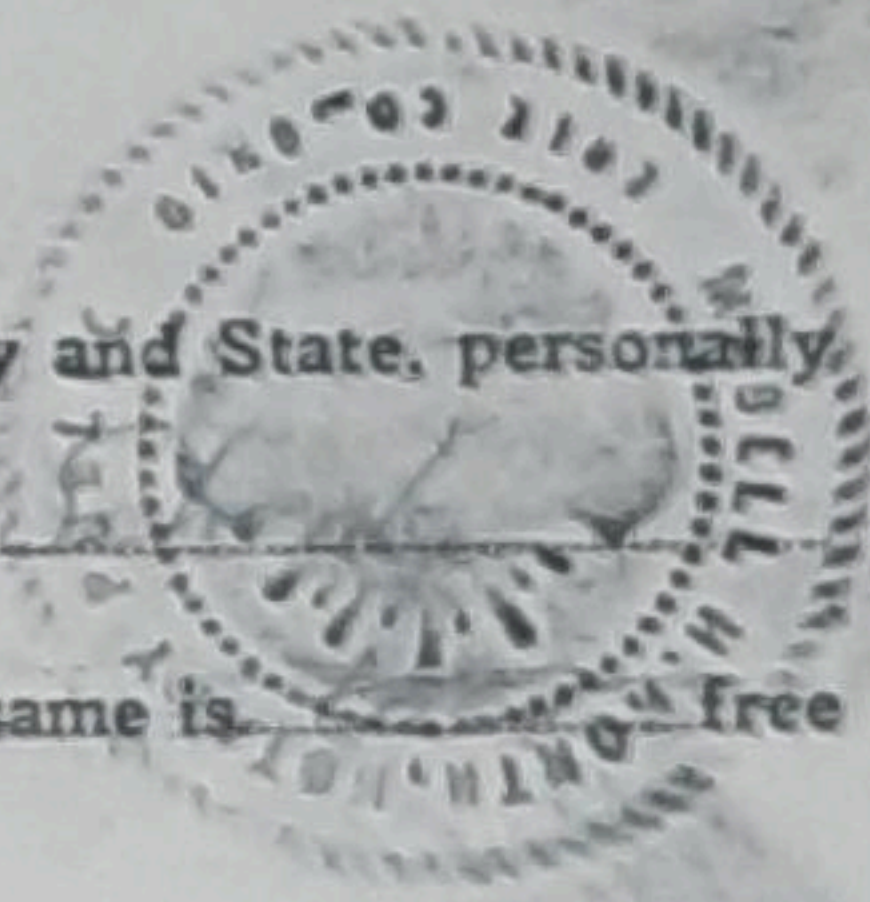
Erie

COUNTY

ss.:

Before me, a Notary Public

in and for said County and State, personally appeared the above named Andrew J. Schenk and Ethelyn E. Schenk
Husband and wife
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 Sandusky, Ohio this 26th day of March, A. D. 1960

Mable H. North

My Commission expires

Mable H. North
Notary Public - Erie County, Ohio
My Commission Expires 6-21-61

170107

1960 MAY 6 PM 2 57

EASEMENT

FOR

HIGHWAY PURPOSES

FROM

Andrew J. Schenk and

Ethelyn E. Schenk

Address

R.D. #1

Huron, Ohio

TO THE

STATE OF OHIO

J.C.S.

S. R.

6

County

Erie

Section

11.30

Parcel No.

265-LA

TRANSFERRED

Mable H. North
Notary Public
Erie County, Ohio
Commission Expires 6-21-61

Received May 6th, 1960

At 2:57 o'clock P. M.

Recorded May 9th, 1960

in Erie County

Record of Deeds, Vol. 309 Page 159

Carl A. Speir, Recorder.

Recorder's Fee, \$ 2.00 Paid

NOTE

To the County Recorder:

As soon as this easement has been recorded, it should be returned to the Department of Highways.

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
12/05/94

~~04300-0768~~

CHARTER NUMBER: 887142
ROLL AND FRAME: 4300-0768

CORPORATION:

RESORT PROPERTIES MANAGEMENT, LTD.

DOCUMENT NUMBER

94120223801

94120223801

CODE

LCA

MIS

FEE

85.00

10.00

051378

RETURN TO: TONE, MADDRELL, EASTMAN, GRUBBE ET AL
ATTN M A STUCKEY
1401 CLEVELAND RD
SANDUSKY OH 44870-4257

TOTAL : 95.00

1008

04300-0769



The State of Ohio

Bob Taft

Secretary of State

887142

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous

Filings; that said records show the filing and recording of: LCA MIS

of:

RESORT PROPERTIES MANAGEMENT, LTD.

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

Recorded on Roll 4300 at Frame 0770 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 2ND day of DEC .

A.D. 19 94 .



Bob Taft
Bob Taft
Secretary of State



04300-0770

Prescribed by
 Bob Taft, Secretary of State
 30 East Broad Street, 14th Floor
 Columbus, Ohio 43266-0418
 Form LCA (July 1994)

Approved KN
 Date 12/2/94
 Fee \$85.00

94120223801

ARTICLES OF ORGANIZATION

(Under Section 1705.04 of the Ohio Revised Code)
 Limited Liability Company

The undersigned, desiring to form a limited liability company, under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall be _____
 Resort Properties Management, Ltd.

(the name must include the words "limited liability company", "limited", "Ltd" or "Ltd.")

SECOND: This limited liability company shall exist for a period of _____
 Fifteen years from the date of filing these Articles. 12/2/2009

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

609 Mariner Village
 (street or post office box)
Huron OH 44839
 (city, village or township) (state) (zip code)

[] Please check this box if additional provisions are attached hereto

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

04300-0771

FOURTH: Purpose (optional)

To act as a General Partner for the Sawmill Creek Lodge Company and perform related activities, and do all things legally permitted to be done by a Limited Liability Company in the State of Ohio.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 30 day of November, 19 94.

Signed: X Gregory L. Hill
Gregory L. Hill

Signed: X Thomas C. Bleile
Thomas C. Bleile

Signed: _____

Signed: _____

Signed: _____

Signed: _____

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

INSTRUCTIONS

1. The fee for filing Articles of Organization for a limited liability company is \$85.00.
2. Articles will be returned unless accompanied by a written appointment of agent signed by all or a majority of the members of the limited liability company which must include a written acceptance of the appointment by the named agent.
3. A limited liability company must be formed by a minimum of two persons.
4. Any other provisions that are from the operating agreement or that are not inconsistent with applicable Ohio law and that the members elect to set out in the articles for the regulation of the affairs of the limited liability company may be attached.

[Ohio Revised Code Section 1705.04]



Prescribed by
 Bob Taft, Secretary of State
 30 East Broad Street, 14th Floor
 Columbus, Ohio 43266-0418
 Form LCO (July 1994)

04300-0772

ORIGINAL APPOINTMENT OF AGENT (for limited liability company)

The undersigned, being at least a majority of the members of _____,
 Resort Properties Management, Ltd., hereby appoint
 _____, (name of limited liability company)
 Gregory L. Hill to be the agent
 _____ (name of 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 complete address of the agent is:

626 Mariner Village

_____ (street address)

Huron _____, Ohio 44839
 (city, village or township) Note: P.O. Box addresses are not acceptable (zip code)

X Gregory L. Hill
 (member)
 Gregory L. Hill

X Thomas C. Bleile
 (member)
 Thomas C. Bleile

_____ (member)

_____ (member)

(If insufficient space for all signatures, please attach a separate sheet containing additional signatures)

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for Resort Properties

Management, Ltd., hereby acknowledges and accepts the
 (name of limited liability company)
 appointment of agent for said limited liability company.

X Gregory L. Hill
 Agent's Signature

INSTRUCTIONS

1. Articles of organization must be accompanied by an original appointment of agent R.C. 1705.06(B).
2. The agent for a limited liability company must be an individual who is a resident of Ohio, an Ohio corporation, or a foreign corporation holding an Ohio license as a foreign corporation. R. C. 1705.06(A)
3. An original appointment of agent form must be signed by at least a majority of the members of the limited liability company. R.C. 1705.06(B)

04300-0773

LAW OFFICES

TONE, MADDRELL, EASTMAN, GRUBBE, MCGORY & VERMEEREN

KENNETH E. TONE
RICHARD E. GRUBBE
PETER J. MCGORY
BARRY W. VERMEEREN
MARK A. STUCKEY
BRUCE R. CROTEAU
TYGH M. TONE

1401 CLEVELAND ROAD • SANDUSKY, OHIO 44870-4257

TELEPHONE: 419/626-0055

FAX: 419/626-0288

HERBERT P. EASTMAN, RETIRED
DONALD B. MADDRELL, RETIRED

November 15, 1994

CERTIFIED MAIL

Secretary of State
State Office Tower
30 East Broad Street
14th Floor
Columbus, OH 43266-0418

Attn: Corporation Section

Re: resort Properties Management, Ltd.

Please expedite the filing of the enclosed Original of the Articles of Organization and Original Appointment of Statutory Agent for the above-captioned corporation. Also enclosed is our check in the total amount of \$95.00, of which \$85.00 is to cover the filing fee with the remaining \$10.00 as an expediting fee.

A self addressed envelope is also enclosed for your convenience in returning the filed Articles to me. Please call if you have any questions.

Cordially,

TONE, MADDRELL, EASTMAN,
GRUBBE, MCGORY & VERMEEREN

Mark A. Stuckey
Mark A. Stuckey

MAS/md

enc.

1994
15
2003



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/06/2002	200212600540	AMEND/ARTICLES- ORGANIZATION/DOM. LLC (LAM)	50.00	100.00	.00	.00	.00

Receipt

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

CALFEE HALTER, ESQ.
1650 FIFTH THIRD CENTER/ G.DZIAK
21 E. STATE STREET
COLUMBUS, OH 43215

STATE OF OHIO**Ohio Secretary of State, J. Kenneth Blackwell**

887142

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

RESORT PROPERTIES MANAGEMENT, LTD.

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

Document(s)

AMEND/ARTICLES-ORGANIZATION/DOM. LLC

Document No(s):

200212600540

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 3rd day of May, A.D.
2002.

J. Kenneth Blackwell
Ohio Secretary of State

MAY 13 2002 11:39AM

CALFEE HALTER & GRISWOLD LLP

NO. 9394 P. 2

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the Following:

☒ Yes PO Box 1390
Columbus, OH 43216

*** Required an additional fee of \$100 ***

☐ No PO Box 1028
Columbus, OH 43216

**Limited Liability Company Certificate of
Amendment / Restatement / Correction**
(Domestic or Foreign)
Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

(1) Domestic Limited Liability Company ☒ Amendment (129-LAM) ☐ Restatement (142-LRA) December 2, 1994 (Date of Organization)	(2) Foreign Limited Liability Company ☐ Correction (135-LFC) _____ (Home State)
_____ (Qualifying In Ohio on MM/DD/YY)	

The undersigned authorized representative of

Resort Properties Management, Ltd.
(Name)

887142

(Registration Number)

The above stated Limited Liability Company does hereby certify that the undersigned is duly authorized to execute this

certificate, and hereby certifies that the above named Limited Liability Company

☒ Amend ☐ Restate ☐ Correct

the following:

Complete the information in this section if box (1) Restatement is checked, all sections below must be completed.
If box (1) Amendment or box (2) Correction is checked only complete sections that applies.

FIRST: The name of said limited liability company shall be:

(the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "LLC", or "L.L.C.")

SECOND: (OPTIONAL) This limited liability company shall exist for a period of

perpetual

THIRD: The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is (OPTIONAL):

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(state)

(zip code)

☐ Please check if additional provisions attached hereto are incorporated herein and made a part of these articles of organization.**FOURTH: Purpose (OPTIONAL)**

2002 MAY -3 PM 12:09
CLERK SERVICE CENTER

RECEIVED
SECRETARY OF STATE

MAY. 3. 2002 11:39AM

CALFEE HALTER & GRISWOLD LLP

NO. 9394 -P. 3

Complete the information in this section if box (2) is checked and the Limited Liability Company wants to appoint a statutory agent

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

(Name)

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City, village or township)

Ohio

(State)

(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

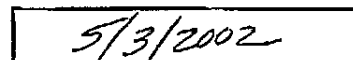
- A. the agent cannot be found or,
- B. the limited liability company fails to designate another agent when required to do so, or,
- C. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

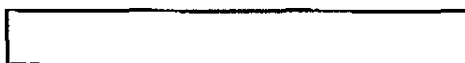
Must be authenticated (signed)
by an authorized representative
(See Instructions)



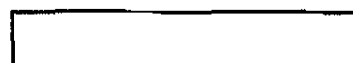
Authorized Representative
Thomas C. Bleile, Member



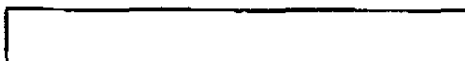
Date



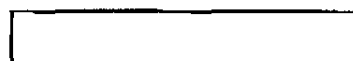
Authorized Representative



Date



Authorized Representative



Date

Summary

Parcel Number	39-00156.000
Map Number	39166200019
Location Address	2716 CLEVELAND
Legal Acres	3.7010
Legal Description	3 LOT 24 25 S CLEVELAND SANDUSKY RD 3.701A (Note: Not to be used on legal documents.)
Neighborhood	43903-HURON TWP. SR6 TO RYE BEACH
Tax District	39-HURON TOWNSHIP - HURON CSD
School District	HURON CSD
Homestead Reduction	NO
Owner Occupancy Credit	NO
Foreclosure	NO
Land Use	400-COMMERCIAL - VACANT LAND (Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)

[Download Land Use descriptions](#)

Notes

Map Number: 011
Personal Property District: 22-0120

Owners

Owner Address	Tax Payer Address
RESORT PROPERTIES MANAGMENT	RESORT PROPERTIES
609 MARINER VILLAGE	MANAGMENT 609 MARINER VILLAGE
HURON OH 44839	HURON OH 44839

Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Unit Rate	Appraised Value (100%)
P1-PRIMARY	3.701	0	0	0	100%	30000	\$111,030
Total	3.7010						\$111,030

Appraised Value

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at ecao@eriecounty.oh.gov or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$111,030	\$111,030	\$111,030	\$111,030	\$111,030
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$0	\$0	\$0	\$0	\$0
Total Value (Appraised 100%)	\$111,030	\$111,030	\$111,030	\$111,030	\$111,030

Taxable Value (35% of Appraised Value)

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at ecao@eriecounty.oh.gov or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$38,860	\$38,860	\$38,860	\$38,860	\$38,860
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$0	\$0	\$0	\$0	\$0
Total Value (Assessed 35%)	\$38,860	\$38,860	\$38,860	\$38,860	\$38,860

Tax History

Tax Year (click for detail)	Prior Charges	Full Year Total	Payments	Uncollectable	Half Year Due	Full Year Due
2022 Pay 2023	\$0.00	\$2,261.10	\$2,261.10		\$0.00	\$0.00
2021 Pay 2022	\$0.00	\$2,321.28	\$2,321.28		\$0.00	\$0.00
2020 Pay 2021	\$0.00	\$2,350.86	\$2,350.86		\$0.00	\$0.00

For tax bills and related information, please visit the [Erie County Treasurer's website](#) by [clicking here](#)

Payments

Payment Date	Amount Paid
6/23/2023	\$1,130.55
2/14/2023	\$1,130.55
2/16/2022	\$2,321.28
6/28/2021	\$1,175.43
2/11/2021	\$1,175.43

Payment Date	Amount Paid
7/10/2020	\$1,209.04
2/14/2020	\$1,209.04
10/7/2019	\$256.22
9/10/2019	\$2,562.29
10/1/2018	\$61.90
7/23/2018	\$1,237.95
2/16/2018	\$1,237.95
7/14/2017	\$1,227.53
1/31/2017	\$1,227.53
7/8/2016	\$1,216.80
2/12/2016	\$1,216.80

Sales

Sale Date	Sale Price	Seller	Buyer	No. of Properties
12/29/2005	\$190,000	ZRC LIMITED	RESORT PROPERTIES MANAGMENT	1
9/2/2004	\$129,800	CROSS RICHARD F	B & K PROPERTY MANAGEMENT	1
9/2/2004	\$137,000	B & K PROPERTY MANAGEMENT	ZRC LIMITED	1
1/1/1950	\$0	UNKNOWN	CROSS RICHARD F	0

Recent Sales In Area

Sale date range:

From: 10/13/2020

To: 10/13/2023

Sales by Neighborhood

1500

Feet

▼

Sales by Distance

Historical Grand List

[Browse all Erie County Historical Grand List Documents](#)

39-00156.000 (PDF)

Map



Property Card

Property Card

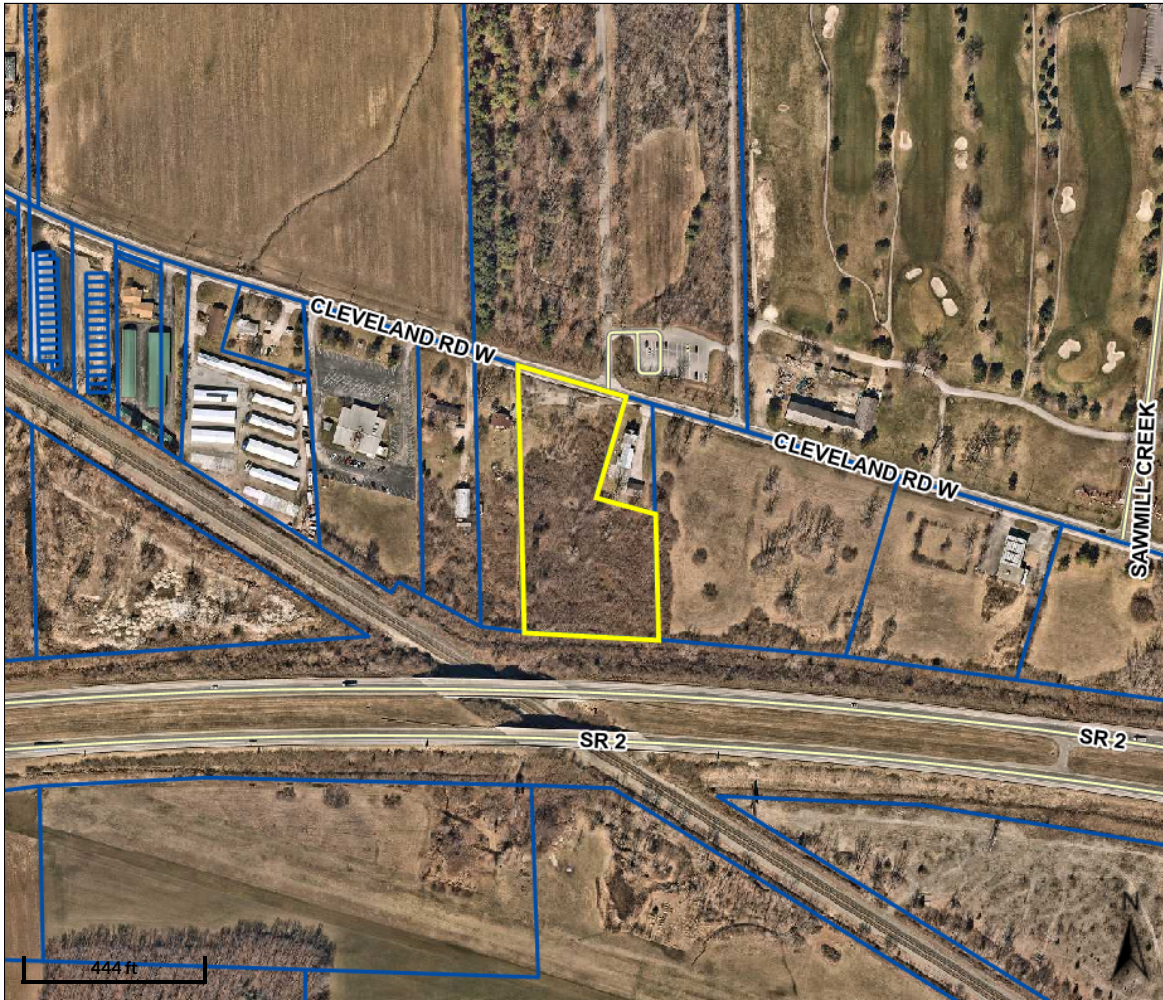
No data available for the following modules: Dwellings, Buildings, Additions, Improvements, Ag Soil, Special Assessments, Photos, Sketches.

The information provided by Erie County is provided 'as is' and for reference only. The user expressly agrees that the use of Erie County's web site is at the user's sole risk. Erie County does not warrant that the service will be uninterrupted or error free. Any information published on this server could contain technical inaccuracies or typographical errors. Changes may be made periodically to the tax laws, administrative rules, tax releases and similar materials.
| [User Privacy Policy](#) | [GDPR Privacy Notice](#)
[Last Data Upload: 10/13/2023, 3:20:46 AM](#)

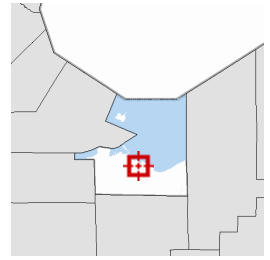
[Contact Us](#)

Developed by





Overview



Legend

- Parcels
- Parcel Dimensions
- Parcel Dimensions (Original)
- Lot Lines
- Lot Line Labels
- Streets
- Addresses
 - 0
 - 1
 - <all other values>

Parcel ID	39-00156.000	Acreage	3.701	Last 2 Sales	Date	Price	Vol/Page
Owner	RESORT PROPERTIES MANAGMENT (Owner Address)				12/29/2005	\$190000	
	RESORT PROPERTIES (Tax Payer Address)				9/2/2004	\$129800	
Property Address	2716 CLEVELAND						
	HURON						

Date created: 10/13/2023

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