

TITLE REPORT

C/R/S

ERI-US 0006

Connectivity Corridor

PARCEL

39-00212.000

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
Lawrence B. Oldaker and Kalynn L. Oldaker	Husband and Wife	Fee
Mailing Address: 3319 Cleveland Rd. W. Huron, OH 44839		
Phone Number: (419) 886-9883 – Lawrence (419) 774-0473 - Kalynn		
Property Address: 3319 Cleveland Rd. Huron, OH 44839		

(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 and known as being part of Outlot No. 26, Section No. 3, and containing 0.4591 of an acre, more or less (parcel No. 1 on deed) and further identified as Auditor's Parcel No. 39-00212.000.

Auditor's Parcel No. 39-00213.000 is contiguous, but will be shown on a separate report.

0.5004 of an acre per Erie County Auditor

Title acquired by: Instrument No. 201601833

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
Lawrence B. Oldaker and Kalynn L. Oldaker, husband and wife to Mechanics Bank 2 S. Main St., Mansfield, OH 44902 / (419) 524-0831 Instrument No. 201601834 Covers subject property and other lands	3/8/2016 at 1:20 PM	\$124,000.00 Open-End Mortgage
Lawrence B. Oldaker and Kalynn L. Oldaker, husband and wife to Civista Bank 100 E. Water St., Sandusky, OH 44870 / (419) 502-9932 Instrument No. 201701083	2/7/2017 at 8:06 AM	\$70,000.00 Open-End Mortgage

(3-B) LEASES

Name & Address	Commercial/Residential	Term
None found or record		

(3-C) **EASEMENTS**

Name & Address	Type
Dale Bardshar and Elizabeth Bardshar, husband and wife to County Commissioners of Erie County, Ohio 2900 Columbus Ave., Sandusky, OH 44879 Deed Volume 306, Page 79 filed on 12/11/1959 at 2:56 PM Unable to determine if in take area	Utility Easement

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

Deed Volume 187, Page 630 filed on 11/4/1946 at 9:30 AM included for informational purposes.

The Vesting Deed states the property is 0.4591 of an acre and the Auditor states an acreage of 0.5004 of an acre. This discrepancy in acreage can be attributed to the conveyance of a 0.161 of an acre piece (which is Parcel No. 3 on the Vesting Deed) added to the rear of the subject property and the contiguous property known as Auditor's Parcel No. 39-00213.000. (Note, the 0.161 of an acre was not searched as part of this report)

Instrument No. 201000275 and Instrument No. 200909545 convey the correct property, but the APNs listed with the legal descriptions are incorrect. Auditor's Parcel No. 39-00212.00 has a 812.34' lead-in.

(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
39-00212.000	<u>\$23,670.00</u>	<u>\$122,110.00</u>	<u>\$145,780.00</u>	<u>\$1,039.46 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 4/2/1904 to 11/20/2023. 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) 39-00212.000 and presently standing in the name of Lawrence B. Oldaker and Kalynn L. Oldaker as the same are entered upon the several public records of Erie County, Ohio.

Date & Time 11/20/2023 at 7:59 AM (am/pm)

Signed



Print Name Paul Minello
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 know 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 39-00212.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
Robert G. Fidler, Jr., Successor Trustee of The Robert G. Fidler, Sr. Trust dated December 18, 2009	Lawrence B. Oldaker and Kalynn L. Oldaker	2/26/2016	3/8/2016 at 1:20 PM	Instrument No. 201601833	\$155.00	Deed of Trustee with Survivorship Covenants
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio and known as being part of Outlot No. 26, Section No. 3, and containing 0.4591 of an acre, more or less. (Parcel No. 1 on deed)				
Robert G. Fidler, Sr., Trustee of the Robert G. Fidler, Sr., Trust dated December 18, 2009	Robert G. Fidler, Jr., Successor Trustee of The Robert G. Fidler, Sr. Trust dated December 18, 2009	2/26/2016	3/8/2016 at 1:20 PM	Instrument No. 201601832	Exempt	Affidavit of Trustee on Transfer of Real Property
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio and known as being part of Outlot No. 26, Section No. 3, and containing 0.4591 of an acre, more or less. (Parcel No. 1 on deed)				
Robert G. Fidler, an unmarried man	Robert G. Fidler, Sr., Trustee of the Robert G. Fidler, Sr. Trust	12/28/2009	1/13/2010 at 11:45 AM	Instrument No. 201000275	Exempt	Quit Claim Deed
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio and known as being part of Outlot No. 26, Section No. 3, and containing 0.4591 of an acre, more or less. (Parcel No. 2 on deed)				
		Note: this legal description is incorrect, and the subject property is listed as Parcel No. 3 with the exception. APN 39-00212.000 has a 812.34 lead-in and APN 39-00213.000 has a 912.34 lead-in with the exception.				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00212.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Gloria A. Fidler aka Gloria Ann Fidler, deceased	Robert G. Fidler	10/17/2009	10/27/2009 at 11:16 AM	Instrument No. 200909545	Exempt	Affidavit of Joint Survivor for Transfer of Real Property
Und. ½ Int.	Und. ½ Int.	Situating in the Township of Huron, County of Erie and State of Ohio and known as being part of Outlot No. 26, Section No. 3, and containing 0.4591 of an acre, more or less. (Exhibit C on deed)				
		Note: the legal description on the deed lists Exhibit C as APN 39-00213.000, however the correct APN for this legal description is APN 39-00212.000.				
Robert L. Tracht and Joan M. Tracht, husband and wife	Robert G. Fidler and Gloria A. Fidler, husband and wife	3/13/1968	3/22/1968 at 2:29 PM	Deed Volume 383, Page 28	None Shown	Warranty Deed with Survivorship Covenants
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio and known as being part of Outlot No. 26, Section No. 3, and containing 0.4591 of an acre, more or less.				
Dale M. Bardshar and Elizabeth M. Bardshar, husband and wife	Joan M. Tracht and Robert L. Tracht	10/13/1966	10/14/1966 at 10:01 AM	Deed Volume 369, Page 687	\$3.85	Warranty Deed
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio and known as being part of Outlot No. 26, Section No. 3, and containing 0.4591 of an acre, more or less.				
Joseph J. Faber and Mary E. Faber, husband and wife	Dale M. Bardshar and Elizabeth M. Bardshar, husband and wife	5/12/1964	5/25/1964 at 2:40 PM	Deed Volume 345, Page 515	\$39.60	Warranty Deed with Survivorship Covenants
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio and known as being part of Original Lot Nos. 26 & 29, in Section No. 3, and containing 37.79 acres, more or less.				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00212.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
David J. Hacker, Sr. and Elnora Hacker, husband and wife Fee	Joseph J. Faber and Mary E. Faber, husband and wife Fee	10/13/1961	10/13/1961 at 11:39 AM	Deed Volume 321, Page 250	Exempt	Warranty Deed with Survivorship Covenants
		Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Original Lot Nos. 26 & 29, in Section No. 3, and containing 37.79 acres, more or less. (Parcel No. 1 on deed)				
Joseph J. Faber and Mary E. Faber, husband and wife Fee	David J. Hacker, Sr. and Elnora Hacker, husband and wife Fee	10/13/1961	10/13/1961 at 11:38 AM	Deed Volume 321, Page 247	Exempt	Warranty Deed
		Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Original Lot Nos. 26 & 29, in Section No. 3, and containing 37.79 acres, more or less. (Parcel No. 1 on deed)				
Henry Faber and Mary C. Faber, his wife Und. ½ Int.	Joseph J. Faber and Mary E. Faber, husband and wife Und. ½ Int.	4/28/1952	5/22/1952 at 2:49 PM	Deed Volume 233, Page 79	Exempt	Quit Claim Deed
		Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Original Lot Nos. 26 & 29, in Section No. 3, and containing 37.79 acres, more or less.				
George Faber, married Und. ½ Int. Matilda Faber releases dower	Joseph J. Faber and Mary E. Faber, husband and wife Und. ½ Int.	1/26/1942	2/2/1942 at 3:38 PM	Deed Volume 169, Page 498	\$2.20	Quit Claim Deed
		Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Original Lot Nos. 26 & 29, in Section No. 3, and containing 37.79 acres, more or less.				

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	155.00
Exempt:	
R.E. TRANSFER	
\$	405.00
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	2.00
Date: 3/8/16	By: [Signature]

Per O.R.C. 319.203
[Signature]
Erie County Auditor/Engineer
Date 3/8/2016

[Signature]

**DEED OF EXECUTOR, ADMINISTRATOR, TRUSTEE,
GUARDIAN, RECEIVER, OR COMMISSIONER**
O.R.C. §5302.09

Robert G. Fidler, Jr., Successor Trustee of the Robert G. Fidler, Sr. Trust Dated December 28, 2009, by the power conferred by the Trust and every other power, for One Hundred Fifty-five Thousand and No/100 Dollars (\$155,000.00) paid, grants, with fiduciary covenants, to **Lawrence B. Oldaker and Kalynn L. Oldaker**, a joint life estate with remainder over in fee simple to the survivor of them, their heirs and assigns, whose tax-mailing address is 3319 Cleveland Road West, Huron, Ohio 44839, the following real property:

See legal description attached as Exhibit "A"

Prior Deed Reference:

except easements, reservations, and restrictions of record; zoning restrictions, if any; and taxes and assessments, general and special, which shall be pro-rated as of the date of recording of this deed.

ROBERT G. FIDLER, SR. TRUST
DATED DECEMBER 28, 2009

By:

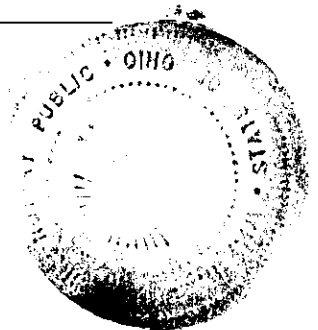
[Signature]
Robert G. Fidler, Jr.,
Successor Trustee

STATE OF OHIO,
 ss.
COUNTY OF ERIE,

Executed and acknowledged before me on the 26 day of February 2016,
by Robert G. Fidler, Jr., Successor Trustee of the Robert G. Fidler, Sr. Trust
Dated December 28, 2009, who represented to me to be said person.

Notary Public

WILLIAM H. SMITH JR., Attorney
Notary Public - State of California
My Commission Has No Expiration Date



Prepared by:

William H. Smith, Jr. #0003964
SMITH & LEHRER CO., L.P.A.
308 West Adams Street
Sandusky, Ohio 44870
Phone: 419-625-3672

EXHIBIT "A"

Legal Description

Parcel No. 1:

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

And being part of the West One-half (1/2) of Outlot No. 26, Section No. 3, Huron Township, Erie County, State of Ohio and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 812.34 feet Easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road;

Thence North 0 deg. 03' East and passing through an iron pin in the Northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin;

Thence South 60 deg. 45' East parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.0 feet to an iron pin;

Thence South 0 deg. 03' West and passing through an iron pin in the Northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road;

Thence North 60 deg. 45' West along the centerline of said road, a distance of 100.0 feet to the place of beginning, containing 0.4591 acre more or less, but subject to all legal highways, easements and restrictions of record.

PPN: 39-00212.000

Parcel No. 2:

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

And being part of the West One-half (1/2) of Outlot No. 26, Section No. 3, and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 912.34 feet Easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road;

Thence North 0 deg. 03' East and passing through an iron pin in the Northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin; CT# 92869

Thence South 60 deg. 45' East, parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.00 feet to an iron pin;

Thence South 0 deg. 03' West and passing through an iron pin in the Northerly line of Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road;

Thence North 60 deg. 45' West along the centerline of said road, a distance of 100.00 feet to the place of beginning, and containing 0.4591 acre more or less, but subject to all legal highways.

LESS AND EXCEPTING: Situated in the Township of Huron, County of Erie and State of Ohio, and bounded and described as follows:

Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows

Beginning at 3/4" iron pipe found at the Southeasterly corner of Original Lot 29,

Thence North 87 deg. 09' 56" West along the Southerly line of Original Lot 29, a distance of 722.92 feet to the Easterly line of lands now or formerly owned by Joan M. Tracht, as recorded in Volume 428, Page 148 of the Erie County Deed Records;

Thence South 00 deg. 00' 24" East along said Track's Easterly line, a distance of 426.04 feet to a point on the Easterly continuation of the Northerly line of lands now or formerly owned by Dean K. Kraus, as recorded in Volume 423, Page 624 and the Northerly line of lands now or formerly owned by Donald J. and Mary Jane Novotny, as recorded in Volume 501, Page 661, of the Erie County Deed Records; thence South 89 deg. 59' 32" West along the Easterly continuation of and the Northerly line of Kraus and Novotny's land, a distance of 526.39 feet to a 1/2" iron pin set at the Northwesterly corner of said Kraus' land; thence South, 89 deg. 54' 34" West, a distance of 60.00 feet to a point on the Northerly continuation of the Easterly line of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 384, Page 577 of the Erie County Deed Records; thence South 00 deg. 05' 26" East along the Northerly continuation of and the Easterly line of said Fidler's land, a distance of 246.64 feet to the principal place of beginning;

4. Thence South 00 deg. 05' 26" East continuing along the Easterly line of Fidler's land passing through a 1/2" iron pin set 22.91 feet from the centerline of the Cleveland-Sandusky Road, a distance of 62.99 feet to a P.K. nail set in the centerline of Cleveland-Sandusky Road at said Fidler's most Southerly corner;

5. Thence North 60 deg. 55' 04" West along the centerline of the Cleveland-Sandusky Road and the Southwesterly line of said Fidler's land, a distance of 53.78 feet to a P.K. nail set;

6. Thence North 51 deg. 50' 43" East passing through a 21.69 feet from the centerline of the Cleveland-Sandusky Road, a distance of 59.65 feet to the principal place of

beginning and containing 0.0340 acres of land, but subject to all legal highways, easements, and restrictions of record.

Bearings are assumed and used to indicate angles only.

This description was prepared by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio on December 21, 1994 from an actual survey of the premises dated April 14, 1994, by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340.

PPN: 39-00213.000

Parcel No. 3:

Also conveying the following parcel:

Situated in the Township of Huron, County of Erie and State of Ohio, and bounded and described as follows:

Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows

Beginning at a 3/4" iron pipe found at the Southeasterly corner of Original Lot 29, thence North 87 deg. 09' 56" West along the Southerly line of Original Lot 29, a distance of 722.92 feet to the Easterly line of lands now or formerly owned by Joan M. Tracht, as recorded in Volume 428, Page 148 of the Erie County Deed Records; thence South 00 deg. 00' 24" East along said Tracht's Easterly line, a distance of 426.04 feet to a point on the Easterly continuation of the Northerly line of lands now or formerly owned by Dean K. Kraus, as recorded in Volume 423, Page 624 and the Northerly line of lands now or formerly owned by Donald J. and Mary Jane Novotny, as recorded in Volume 501, Page 661, of the Erie County Deed Records; thence South 89 deg. 59' 32" West along the Easterly continuation of and the Northerly line of Kraus and Novotny's land, a distance of 526.39 feet to a 1/2" iron pin set at the Northwestern corner of said Kraus' land; thence South 89 deg. 54' 34" West, a distance of 60.00 feet to a point on the Northerly continuation of the Easterly line of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 384, Page 577 of the Erie County Deed Records and the principal place of beginning;

1. Thence South 00 deg. 05' 26" East along Northerly continuation of the Easterly line of Fidler's land, a distance of 80.29 feet to 3/4" iron pin found at said Fidler's Northeasterly corner;

2. Thence North 60 deg. 55' 04" West along said Fidler's Northeasterly line, a distance of 200.04 feet to 1/2" iron pin set at the Northwestern corner of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 383, Page 28 of the Erie County Deed Records;

3. Thence South 84 deg. 27' 40" East, a distance of 175.51 feet to the principal place of

CT# 92869

beginning and containing 0.1610 acres of land, but subject to all legal highways, easements, and restrictions of record.

Bearings are assumed and used to indicate angles only.

This description was prepared by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio on December 21, 1994 from an actual survey of the premises dated April 14, 1994 from an actual survey of the premises dated April 14, 1994, by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340.

CT# 92869

Transferred
In Compliance with sections
319-202 and 322-02 of the
Ohio Revised Code.

FEE \$ _____
Exempt: ☒
R.E. TRANSFER
\$ _____
Richard H. Jeffrey
Erie County Auditor

Trans Fee: 2.00
Date: 3/8/16

Per O.R.C. 319.203
Erie County Auditor's Office
Date: 3/8/16

**AFFIDAVIT OF TRUSTEE ON TRANSFER OF REAL PROPERTY
O.R.C. §317.22**

STATE OF OHIO)
) ss.
COUNTY OF ERIE)

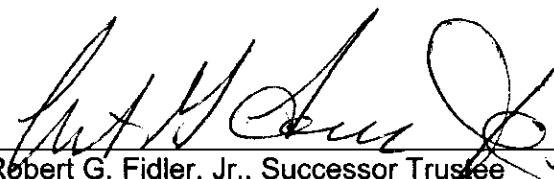
I, Robert G. Fidler, Jr., after being duly cautioned and sworn, state that:

I am Successor Trustee of the Robert G. Fidler, Sr. Trust Dated December 28, 2009, who holds title to the real property being 3319 Cleveland Road West, Huron Township, Erie County, Ohio.

The trust documents are in the possession of Smith & Lehrer Co., L.P.A., 308 West Adams Street, Sandusky, Ohio 44870. The Successor Trustee's powers with respect to the transfer of the real property identified above are contained in the Trust Agreement dated December 28, 2009.

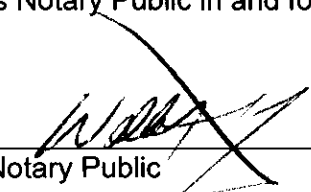
Affiant further states that excerpts attached are a true copy of the texts contained in the trust documents; see attached Exhibit "A" and the Third Amended Certificate of Trust recorded as RN 2016000498, Erie County, Ohio Recorder's records.

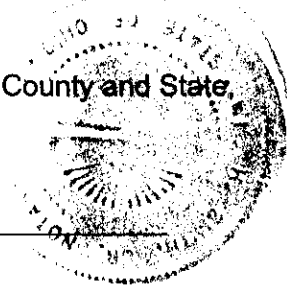
Further, Affiant saith naught.


Robert G. Fidler, Jr., Successor Trustee
of the Robert G. Fidler, Sr. Trust Dated December
28, 2009

Sworn to and subscribed before me as Notary Public in and for said County and State,
this 26th day of February 2016.

WILLIAM H. SMITH JR., Attorney
Notary Public - State of Ohio
My Commission Has No Expiration Date


Notary Public



Prepared by William H. Smith, Jr. #0003964, Smith & Lehrer Co., L.P.A., 308 West Adams Street, Sandusky, Ohio 44870, Tel: 419-625-3672

TRUST AGREEMENT

THIS TRUST AGREEMENT is entered into at Sandusky, Ohio, this 28th day of December, 2009, by and between **ROBERT G. FIDLER, SR.**, of Huron, Ohio, (hereinafter called "GRANTOR"), and **ROBERT G. FIDLER, SR.**, of Huron, Ohio, (hereinafter called "TRUSTEE"),

WITNESSETH:

WHEREAS, Grantor has transferred to Trustee certain assets set forth in "SCHEDULE A" hereto annexed; and

WHEREAS, Grantor may, in the future, during his lifetime or by his Last Will and Testament, transfer additional property to Trustee to be held and administered hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed that Trustee shall hold and administer all assets which may come into this Trust (which Trust shall be known as the "**Robert G. Fidler, Sr. Trust**") by the terms of the Trust Agreement.

ARTICLE ONE**DISPOSITION OF TRUST ESTATE DURING LIFETIME OF GRANTOR**

1.1. Rights of Grantor. During Grantor's lifetime, he shall have the following rights:

Exhibit A
p. 1 of 3

3.2. **Disposition of Personal Effects and Heirlooms.** If Grantor shall have made provision in a letter or other writing signed by Grantor and accompanying his Will for distribution of any of Grantor's personal effects and heirlooms, Trustee shall, as soon as possible after the death of Grantor, distribute such items to the persons, and in the manner, set forth in said letter or other writing.

3.3. **Remainder.** The "remainder" of the trust estate consists of all assets which are available for distribution after payment of all costs and expenses of administration and after making all payments or distributions authorized or directed pursuant to any other provisions of this Trust Agreement.

The remainder of the trust estate, as then constituted, shall be distributed to following named persons and in the following amounts:

- A. Fifty percent (50%) of the remainder of the trust estate to Grantor's son, Robert G. Fidler, Jr., per stirpes.
- B. Fifty percent (50%) of the remainder of the trust estate to Grantor's daughter, Pamela L. Fidler, per stirpes. Should the said Pamela L. Fidler predecease Grantor and leave no issue, then said share of the remainder of the trust estate shall pass to Robert G. Fidler, Jr., per stirpes.

ARTICLE FOUR

PROVISIONS RELATING TO TRUSTEE AND SUCCESSOR TRUSTEE

4.1. **Powers of Trustee.** To carry out the purposes of this Trust and subject to any limitations stated elsewhere in this instrument, Trustee is vested with the following powers, in addition to any now or hereafter conferred by law, affecting the Trust and the trust estate:

Exhibit A
p. 2 of 3

other property from time to time held by Trustee, or to take and keep them unregistered, and to retain them or any part thereof in such condition that they will pass by delivery.

H. **Corporate Transactions.** To join in, or to dissent from and to oppose, the reorganization, recapitalization, consolidation, sale or merger of corporations or properties in which Trustee may be interested as Trustee upon such terms and conditions as Trustee may deem wise, and to accept any securities which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger, and thereafter to hold the same.

I. **Purchase, Sale and Disposition of Property.** To purchase, sell, exchange, convey or dispose of, or to acquire or grant options with respect to, any property, real or personal, and any purchase or sale may be made by private contract or by public auction, and for cash or upon credit, or partly for cash and partly upon credit, as Trustee may deem best, and no person dealing with Trustee shall be bound to see to the application of any monies paid.

J. **Right to Borrow and Provide Security.** To borrow money from any financial institution or source of financing deemed appropriate by Trustee, for any purpose connected with the protection, preservation or improvement of the trust estate, whenever in Trustee's judgment advisable, and as security therefor to mortgage or pledge any property forming a part of the trust estate upon such terms and conditions as Trustee may deem advisable.

THIRD AMENDED CERTIFICATION OF TRUST
(Ohio Trust Code Section 5810.13)

FOR THE

ROBERT G. FIDLER, SR. TRUST

I, ROBERT G. FIDLER, JR., say that:

1. There exists a Trust known as the **ROBERT G. FIDLER, SR. TRUST** duly created by the execution of a Trust instrument entitled the **ROBERT G. FIDLER, SR. TRUST**, which was executed on December 28, 2009, and amended by execution of the First Amendment to Trust Agreement on the 3rd day of February, 2015 and the Second Amendment to Trust Agreement on the 30 day of December, 2015.
2. The name and address of the Grantor of said Trust is:

ROBERT G. FIDLER, SR.
1724 Scheid Road
Huron, Ohio 44839
3. The name and address of the original Trustee of said Trust was:

ROBERT G. FIDLER, SR.
1724 Scheid Road
Huron, Ohio 44839
4. Robert G. Fidler, Sr., as original Trustee of said Trust, resigned as Trustee on January 30, 2015.
5. The name and address of the Successor Trustee of said Trust is:

ROBERT G. FIDLER, JR.
1724 Scheid Road
Huron, Ohio 44839

Legal Description

Parcel No. 1:

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

And being part of the West One-half (1/2) of Outlot No. 26, Section No. 3, Huron Township, Erie County, State of Ohio and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 812.34 feet Easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road;

Thence North 0 deg. 03' East and passing through an iron pin in the Northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin;

Thence South 60 deg. 45' East parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.0 feet to an iron pin;

Thence South 0 deg. 03' West and passing through an iron pin in the Northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road;

Thence North 60 deg. 45' West along the centerline of said road, a distance of 100.0 feet to the place of beginning, containing 0.4591 acre more or less, but subject to all legal highways, easements and restrictions of record.

PPN: 39-00212.000

Parcel No. 2:

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

And being part of the West One-half (1/2) of Outlot No. 26, Section No. 3, and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 912.34 feet Easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road;

Thence North 0 deg. 03' East and passing through an iron pin in the Northerly line of the

CT# 92869

Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin;

Thence South 60 deg. 45' East, parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.00 feet to an iron pin;

Thence South 0 deg. 03' West and passing through an iron pin in the Northerly line of Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road;

Thence North 60 deg. 45' West along the centerline of said road, a distance of 100.00 feet to the place of beginning, and containing 0.4591 acre more or less, but subject to all legal highways.

LESS AND EXCEPTING: Situated in the Township of Huron, County of Erie and State of Ohio, and bounded and described as follows:

Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows

Beginning at 3/4" iron pipe found at the Southeasterly corner of Original Lot 29,

Thence North 87 deg. 09' 56" West along the Southerly line of Original Lot 29, a distance of 722.92 feet to the Easterly line of lands now or formerly owned by Joan M. Tracht, as recorded in Volume 428, Page 148 of the Erie County Deed Records;

Thence South 00 deg. 00' 24" East along said Track's Easterly line, a distance of 426.04 feet to a point on the Easterly continuation of the Northerly line of lands now or formerly owned by Dean K. Kraus, as recorded in Volume 423, Page 624 and the Northerly line of lands now or formerly owned by Donald J. and Mary Jane Novotny, as recorded in Volume 501, Page 661, of the Erie County Deed Records; thence South 89 deg. 59' 32" West along the Easterly continuation of and the Northerly line of Kraus and Novotny's land, a distance of 526.39 feet to a 1/2" iron pin set at the Northwestern corner of said Kraus' land; thence South, 89 deg. 54' 34" West, a distance of 60.00 feet to a point on the Northerly continuation of the Easterly line of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 384, Page 577 of the Erie County Deed Records; thence South 00 deg. 05' 26" East along the Northerly continuation of and the Easterly line of said Fidler's land, a distance of 246.64 feet to the principal place of beginning;

4. Thence South 00 deg. 05' 26" East continuing along the Easterly line of Fidler's land passing through a 1/2" iron pin set 22.91 feet from the centerline of the Cleveland-Sandusky Road, a distance of 62.99 feet to a P.K. nail set in the centerline of Cleveland-Sandusky Road at said Fidler's most Southerly corner;

5. Thence North 60 deg. 55' 04" West along the centerline of the Cleveland-Sandusky Road and the Southwesterly line of said Fidler's land, a distance of 53.78 feet to a P.K. nail set;

CT# 92869

6. Thence North 51 deg. 50' 43" East passing through a 21.69 feet from the centerline of the Cleveland-Sandusky Road, a distance of 59.65 feet to the principal place of beginning and containing 0.0340 acres of land, but subject to all legal highways, easements, and restrictions of record.

Bearings are assumed and used to indicate angles only.

This description was prepared by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio on December 21, 1994 from an actual survey of the premises dated April 14, 1994, by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340.

PPN: 39-00213.000

Parcel No. 3:

Also conveying the following parcel:

Situated in the Township of Huron, County of Erie and State of Ohio, and bounded and described as follows:

Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows

Beginning at a 3/4" iron pipe found at the Southeasterly corner of Original Lot 29, thence North 87 deg. 09' 56" West along the Southerly line of Original Lot 29, a distance of 722.92 feet to the Easterly line of lands now or formerly owned by Joan M. Tracht, as recorded in Volume 428, Page 148 of the Erie County Deed Records; thence South 00 deg. 00' 24" East along said Tracht's Easterly line, a distance of 426.04 feet to a point on the Easterly continuation of the Northerly line of lands now or formerly owned by Dean K. Kraus, as recorded in Volume 423, Page 624 and the Northerly line of lands now or formerly owned by Donald J. and Mary Jane Novotny, as recorded in Volume 501, Page 661, of the Erie County Deed Records; thence South 89 deg. 59' 32" West along the Easterly continuation of and the Northerly line of Kraus and Novotny's land, a distance of 526.39 feet to a 1/2" iron pin set at the Northwesterly corner of said Kraus' land; thence South 89 deg. 54' 34" West, a distance of 60.00 feet to a point on the Northerly continuation of the Easterly line of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 384, Page 577 of the Erie County Deed Records and the principal place of beginning;

1. Thence South 00 deg. 05' 26" East along Northerly continuation of the Easterly line of Fidler's land, a distance of 80.29 feet to 3/4" iron pin found at said Fidler's Northeasterly corner;

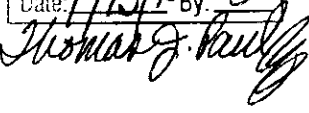
2. Thence North 60 deg. 55' 04" West along said Fidler's Northeasterly line, a distance of 200.04 feet to 1/2" iron pin set at the Northwesterly corner of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 383, Page 28 of the Erie County Deed Records;

CT# 92869

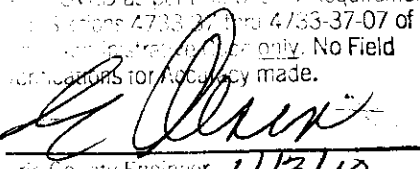
3. Thence South 84 deg. 27' 40" East, a distance of 175.51 feet to the principal place of beginning and containing 0.1610 acres of land, but subject to all legal highways, easements, and restrictions of record.

Bearings are assumed and used to indicate angles only.

This description was prepared by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio on December 21, 1994 from an actual survey of the premises dated April 14, 1994 from an actual survey of the premises dated April 14, 1994, by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340.

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code	
FEE: \$	
EXEMPT: ☒	
R.E. TRANSFER:	
\$	
Thomas J. Paul Erie County Auditor	
Trans. Fees: \$	3.00
Date: 1/13/10	By: 

REMOVED as per Erie County Requirements
Sections 4733-27 and 4733-37-07 of the
Ohio Revised Code for only. No Field
Verifications for Accuracy made.


Erie County Engineer 1/13/10

QUIT-CLAIM DEED

ROBERT G. FIDLER, an unmarried man (the "Grantor"), for valuable consideration paid, grants to **ROBERT G. FIDLER, SR.**, Trustee of the **ROBERT G. FIDLER, SR. TRUST** (the "Grantee"), the following described real estate (the "Property") situated in the City of Huron, County of Erie, and the State of Ohio:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and all the estate, title and interest of said Grantor either in law or in equity, of, in and to said premises; together with all of the privileges and appurtenances to the same belonging, and all rents, issues and profits hereof; to have and to hold the same to the only proper use of the said Grantee.

Tax Mailing Address:	3319 Cleveland Road West, Huron, Ohio 44839
Prior Instrument Reference:	Book 21, Page 95, Volume 384, Page 577, Volume 383, Page 28, RN200909545 and Volume 422, Page 408, Erie County, Ohio Records.
Auditor's Parcel Number:	32-02136.000, 39-00212.000, 39-00213.000 and 57-01486.000

Grantor has executed this Deed this 28th day of December, 2009.

GRANTOR:


Robert G. Fidler

STATE OF OHIO

)

: SS:

COUNTY OF ERIE

)

The foregoing instrument was acknowledged before me this 28th day of December, 2009 by Robert G. Fidler.

DEAN S. LOCAL
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.



[Signature]

Notary Public

This instrument prepared by:

Dean S. Lucal

Browning, Meyer & Ball Co., LPA

165 East Washington Row, Suite 311

Sandusky, Ohio 44870

(419) 609-9720

EXHIBIT "A"

PARCEL NO. 1

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

And being Unit Number 105 B, Building B, the Lake Commons Building of Lake Wilmer Condominiums, the Declaration of Condominium Ownership and By-Laws being recorded in Deed Volume 439, Pages 687 to 755, inclusive, and the Drawings being recorded in Plat Volume 22, Pages 1 to 9, inclusive, together with its undivided 1.379% interest in the common area and facilities as described in said Declaration, and subject to all the terms, conditions, restrictions, limitations and covenants of said Declaration of Condominium Ownership and By-Laws as though restated herein, and the Amendments to said Declaration, By-Laws and Drawings, as filed in Deed Volume 440, Page 758, and Plat Volume 22, Pages 20 and 21, and in Deed Volume 466, Page 297, and Plat Volume 23, Page 18, all in Erie County, Ohio Records.

Permanent Parcel No. 32-02136.000

PARCEL NO. 2

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

Being part of the West one-half (1/2) of Outlot No. 26, Section No. 3, and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 912.34 feet easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road; thence north 0°03' East and passing through an iron pin in the northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin; thence South 60°45' East, parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.00 feet to an iron pin; thence South 0°03' West and passing through an iron pin in the northerly line of Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road; thence North 60°45' West along the centerline of said road, a distance of 100.00 feet to the place of beginning, and containing 0.4591 acre more or less, but subject to all legal highways.

Permanent Parcel No. 39-00212.000

TOGETHER WITH THE FOLLOWING PARCEL: Situated in the Township of Huron, County of Erie and State of Ohio, and bounded and described as follows:

Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows

Beginning at a $\frac{3}{4}$ " iron pipe found at the southeasterly corner of Original Lot 29, thence North $87^{\circ} 09' 56''$ West along the southerly line of Original Lot 29, a distance of 722.92 feet to the easterly line of lands now or formerly owned by Joan M. Tracht, as recorded in Volume 428, Page 148 of the Erie County Deed Records; thence South $00^{\circ} 00' 24''$ East along said Tracht's easterly line, a distance of 426.04 feet to a point on the easterly continuation of the northerly line of lands now or formerly owned by Dean K. Kraus, as recorded in Volume 423, Page 624 and the northerly line of lands now or formerly owned by Donald J. and Mary Jane Novotny, as recorded in Volume 501, Page 661, of the Erie County Deed Records; thence South $89^{\circ} 59' 32''$ West along the easterly continuation of and the northerly line of Kraus and Novotny's land, a distance of 526.39 feet to a $\frac{1}{2}$ " iron pin set at the northwesterly corner of said Kraus' land; thence South $89^{\circ} 54' 34''$ West, a distance of 60.00 feet to a point on the northerly continuation of the easterly line of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 384, Page 577 of the Erie County Deed Records and the principal place of beginning;

1. Thence South $00^{\circ} 05' 26''$ East along northerly continuation of the easterly line of Fidler's land, a distance of 80.29 feet to a $\frac{3}{4}$ " iron pin found at said Fidler's northeasterly corner;
2. Thence North $60^{\circ} 55' 04''$ West along said Fidler's northeasterly line, a distance of 200.04 feet to a $\frac{1}{2}$ " iron pin set at the northwesterly corner of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 383, Page 28 of the Erie County Deed Records;
3. Thence South $84^{\circ} 27' 40''$ East, a distance of 175.51 feet to the principal place of beginning and containing 0.1610 acres of land, but subject to all legal highways, easements, and restrictions of record.

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This description was prepared by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio on December 21, 1994 from an actual survey of the premises dated April 14, 1994 from an actual survey of the premises dated April 14, 1994, by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340.

PARCEL NO. 3

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

Being part of the west one-half (1/2) of Outlot No. 26, Section No. 3, Huron Township, Erie County, State of Ohio and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 812.34 feet easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road; thence north 0 degrees 03 minutes east and passing through an iron pin in the northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin; thence south 60 degrees 45 minutes east parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.0 feet to an iron pin; thence south 0 degrees 03 minutes west and passing through an iron pin in the northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road; thence north 60 degrees 45 minutes west along the centerline of said road, a distance of 100.0 feet to the place of beginning, containing 0.4591 acre more or less, but subject to all legal highways, easements and restrictions of record.

Permanent Parcel No. 39-00213.000

LESS AND EXCEPTING: Situated in the Township of Huron, County of Erie and State of Ohio, and bounded and described as follows:

Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows

Beginning at a 3/4" iron pipe found at the southeasterly corner of Original Lot 29, thence North 87° 09' 56" West along the southerly line of Original Lot 29, a distance of 722.92 feet to the easterly line of lands now or formerly owned by Joan M. Tracht, as recorded in

Volume 428, Page 148 of the Erie County Deed Records; thence South 00° 00' 24" East along said Tracht's easterly line, a distance of 426.04 feet to a point on the easterly continuation of the northerly line of lands now or formerly owned by Dean K. Kraus, as recorded in Volume 423, Page 624 and the northerly line of lands now or formerly owned by Donald J. and Mary Jane Novotny, as recorded in Volume 501, Page 661, of the Erie County Deed Records; thence South 89° 59' 32" West along the easterly continuation of and the northerly line of Kraus and Novotny's land, a distance of 526.39 feet to a ½" iron pin set at the northwesterly corner of said Kraus' land; thence South 89° 54' 34" West, a distance of 60.00 feet to a point on the northerly continuation of the easterly line of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 384, Page 577 of the Erie County Deed Records; thence South 00° 05' 26" East along the northerly continuation of and the easterly line of said Fidler's land, a distance of 246.64 feet to the principal place of beginning;

4. Thence South 00° 05' 26" East continuing along the easterly line of Fidler's land passing through a ½" iron pin set 22.91 feet from the centerline of the Cleveland-Sandusky Road, a distance of 62.99 feet to a P.K. nail set in the centerline of Cleveland-Sandusky Road at said Fidler's most southerly corner;
5. Thence North 60° 55' 04" West along the centerline of the Cleveland-Sandusky Road and the southwesterly line of said Fidler's land, a distance of 53.78 feet to a P.K. nail set;
6. Thence North 51° 50' 43" East passing through a 21.69 feet from the centerline of the Cleveland-Sandusky Road, a distance of 59.65 feet to the principal place of beginning and containing 0.0340 acres of land, but subject to all legal highways, easements, and restrictions of record.

Bearings are assumed and used to indicate angles only.

This description was prepared by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio on December 21, 1994 from an actual survey of the premises dated April 14, 1994, by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340.

PARCEL NO. 4

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

Being Lot Number Two Hundred Thirty-Eight (238) on Columbus Avenue, in James Flynn, et al. Subdivision of Outlots 57 and 58 south of Southwark, as per plat recorded in Volume 3 of Plats, page 22, Erie County, Ohio records.

Permanent Parcel No. 57-01486.000

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code	
FEE: \$	
EXEMPT: ☒	
R.E. TRANSFER:	
\$	
Thomas J. Paul Erie County Auditor	
Trans. Fees: \$	50
Date: 10/27/09	By: [Signature]

APPROVED as per Erie County Requirements
And Sections 4733-27 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer 10/27/09

**AFFIDAVIT OF JOINT SURVIVOR FOR
TRANSFER OF REAL PROPERTY**

State of Ohio)
) ss:
County of Erie)

Robert G. Fidler, being first duly cautioned and sworn, hereby states as follows:

1. That he, Robert G. Fidler, and his spouse, Gloria A. Fidler aka Gloria Ann Fidler, are the joint owners of certain parcels of real property under Survivorship Deeds, duly recorded in the Erie County Recorder's Office, Book, 021, Page 95, Book 383, Page 28, and Volume 384, Page 577.

2. That one of said parcels of real property is located at 1315 Lake Wilmer, Sandusky, Ohio, and is further described as Permanent Parcel Number 32-02136.000 on the records of the Erie County Auditor. The legal description for said real property is as follows: See "Exhibit A" attached hereto.

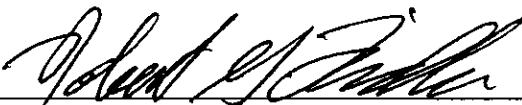
3. That one of said parcels of real property is located at 3319 Cleveland Road West, Huron, Ohio, and is further described as Permanent Parcel Number 39-00212.000 on the records of the Erie County Auditor. The legal description for said real property is as follows: See "Exhibit B" attached hereto.

4. That one of said parcels of real property is located on Cleveland Road West, Huron, Ohio, and is further described as Permanent Parcel Number 39-00213.000 on the records of the Erie County Recorder as follows: See "Exhibit C" attached hereto.

5. That Gloria A. Fidler aka Gloria Ann Fidler passed away on or about September 11, 2009, residing at 3319 Cleveland Road West, Huron, Ohio, and a Certificate of Death confirming such event is attached hereto as "Exhibit D" and is made a part hereof.

6. That, by virtue of the death of the individual in the above Paragraph 5, Robert G. Fidler is the sole owner of the parcels of real property described in the above Paragraphs 2, 3 and 4.

THE AFFIANT FURTHER SAYETH NAUGHT.


Robert G. Fidler

Before me, a Notary Public in and for said County and State, did personally appear Robert G. Fidler, the above Affiant, who did acknowledge that the above statements were true and accurate to the best of his personal knowledge, and that the signing of this document was his free and voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal this 17th day of October, 2009.



DEAN S. LUCAL
NOTARY PUBLIC - STATE OF OHIO Notary Public
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R.C.



This instrument was prepared by Dean S. Lucal of the Law Firm of Browning, Meyer & Ball Co., L.P.A., 165 East Washington Row, Suite 311, Sandusky, Ohio 44870.

"EXHIBIT A"

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

And being Unit Number 105 B, Building B, the Lake Commons Building of Lake Wilmer Condominiums, the Declaration of Condominium Ownership and By-Laws being recorded in Deed Volume 439, Pages 687 to 755, inclusive, and the Drawings being recorded in Plat Volume 22, Pages 1 to 9, inclusive, together with its undivided 1.379% interest in the common area and facilities as described in said Declaration, and subject to all the terms, conditions, restrictions, limitations and covenants of said Declaration of Condominium Ownership and By-Laws as though restated herein, and the Amendments to said Declaration, By-Laws and Drawings, as filed in Deed Volume 440, Page 758, and Plat Volume 22, Pages 20 and 21, and in Deed Volume 466, Page 297, and Plat Volume 23, Page 18, all in Erie County, Ohio Records.

Prior Deed Reference: Book 021, Page 95, Erie County, Ohio, Official Records.

Permanent Parcel No. 32-02136.000

"EXHIBIT B"

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

Being part of the West one-half (1/2) of Outlot No. 26, Section No. 3, and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 912.34 feet easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road; thence north 0°03' East and passing through an iron pin in the northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin; thence South 60°45' East, parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.00 feet to an iron pin; thence South 0°03' West and passing through an iron pin in the northerly line of Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road; thence North 60°45' West along the centerline of said road, a distance of 100.00 feet to the place of beginning, and containing 0.4591 acre more or less, but subject to all legal highways.

Prior Deed Reference: Volume 384, Page 577, Erie County, Ohio, Deed Records.

Permanent Parcel No. 39-00212.000

"EXHIBIT C"

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

Being part of the west one-half (1/2) of Outlot No. 26, Section No. 3, Huron Township, Erie County, State of Ohio and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 812.34 feet easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road; thence north 0 degrees 03 minutes east and passing through an iron pin in the northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin; thence south 60 degrees 45 minutes east parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.0 feet to an iron pin; thence south 0 degrees 03 minutes west and passing through an iron pin in the northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road; thence north 60 degrees 45 minutes west along the centerline of said road, a distance of 100.0 feet to the place of beginning, containing 0.4591 acre more or less, but subject to all legal highways, easements and restrictions of record.

Prior Deed Reference: Volume 383, Page 28, Erie County, Ohio, Deed Records.

Permanent Parcel No. 39-00213.000

VERIFY PRESENCE OF ODH WATERMARK

HOLD TO LIGHT TO VIEW

Reg. Dist. No. 22

Ohio Department of Health

Primary Reg. Dist. No. 2201

VITAL STATISTICS

CERTIFICATE OF DEATH

State File No.

Registrar's No. 2009000742

Type or print in permanent blue or black ink

DECEDENT

1. Decedent's Legal Name (Include AKA's if any) (First Middle, LAST, suffix) GLORIA ANN FIDLER						2. Sex Female	3. Date of Death (Mo/Day/Year) September 11, 2009
4. Social Security Number [REDACTED]	5a. Age (Years) 74	5b. Under 1 Year Months	5c. Under 1 day Hours Minutes	6. Date of Birth (Mo/Day/Year) October 31, 1934	7. Birthplace (City and State or Foreign Country) MANSFIELD, OHIO		
8a. Residence State OHIO		8b. County ERIE		8c. City or Town HURON			
8d. Street and Number 3319 Cleveland Road W				8e. Apt. No.	8f. Zipcode 44839	8g. Inside City Limits? No	
9. Ever in US Armed Forces? No		10. Marital Status at Time of Death Married		11. Surviving Spouse's Name (if wife, give name prior to first marriage) ROBERT FIDLER			
12. Decedent's Education MASTERS DEGREE (E.G., MA, MS..)		13. Decedent of Hispanic Origin No		14. Decedent's Race White			
15. Father's Name JAMES DURKIN				16. Mother's Name (prior to first marriage) DOROTHY FUHRER			
17a. Informant's Name ROBERT FIDLER				17b. Relationship to Decedent Husband	17c. Mailing Address (Street and Number, City, State, Zip Code) 3319 Cleveland Road W HURON, OHIO 44839		
18a. Place of Death Hospital - Inpatient							
18b. Facility Name (If not institution, give street & number) FIRELANDS REGIONAL MEDICAL CENTER-MAIN CAMPUS		18c. City or Town, State and Zip Code SANDUSKY, OH 44870			18d. County of Death ERIE		
19. Signature of Funeral Service Licensee or Other Agent LEON GROFF				20. License Number (of licensee) 006238	21. Name and Complete Address of Funeral Facility GROFF FUNERAL HOME 1607 E. PERKINS AVENUE SANDUSKY, OH 44870		
22a. Method of Disposition Burial				22b. Date of Disposition September 14, 2009			
22c. Place of Disposition (Name of Cemetery, Crematory, or other place) Scott Cemetery				22d. Location (City/Town and State) HURON TOWNSHIP, OH			
23. Registrar's Signature <i>[Signature]</i>				24. Date Filed September 21, 2009			
25a. Name of Person Issuing Burial Permit TOFT, STEVEN				25b. District No. 2200	25c. Date Burial Permit Issued September 13, 2009		
26a. Certifier (Check only one)		☒ Certifying Physician To the best of my knowledge, death occurred at the time, date, and place; and due to the cause(s) and manner stated. ☐ Coroner On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, and place; and due to the cause(s) and manner stated.					
26b. Time of Death 15:50		26c. Date Pronounced Dead (Mo/Day/Year) September 11, 2009			26d. Was case referred to coroner? No		
26e. Signature and Title of Certifier <i>[Signature]</i>				26f. License number 35.060239	26g. Date Signed September 15, 2009		
27. Name (Last, First, Middle) and Address of Person who Completed Cause of Death MORRIS, DAVID NEIL, 1019 PIERCE ST SANDUSKY, OH 44870							
28. Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.						Approximate Interval Between Onset and Death	
Immediate Cause (Final disease or condition resulting in death)	a. Acute Ischaemic Stroke					two days	
Sequentially list conditions, if any, leading to immediate cause.	b. Due to (or as Consequence of) Ventricular Tachycardia					two days	
Enter Underlying Cause (Disease or injury that initiated events resulting in a death)	c. Due to (or as Consequence of) Coronary Artery Disease					ten years	
d. Due to (or as Consequence of)							
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.							
30. Did Tobacco Use Contribute to Death? ☐ Yes ☐ Unknown ☒ No ☐ Probably				31. If Female, Pregnancy Status ☒ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year		32. Manner of Death ☒ Natural ☐ Homicide ☐ Accident ☐ Pending investigation ☐ Suicide ☐ Could not be determined	
33a. Date of Injury (Mo/Day/Year)		33b. Time of Injury		33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		33d. Injury at Work? ☐ Yes ☐ No	
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State)							
33f. Describe How Injury Occurred:					33g. If Transportation Injury, Specify: ☐ Driver/Operator ☐ Pedestrian ☐ Passenger ☐ Other:		

REGISTRAR DISPOSITION

CERTIFIER

CAUSE OF DEATH

EXHIBIT

D

COPY THIS
ON FILE WITH
THE OHIO DEPARTMENT OF HEALTH.

SP 21 09 00 707

MARI...
MARY...
WILL...
SEAL

Know All Men By These Presents.

That we, Robert L. Tracht and Joan M. Tracht, husband and wife,

who claim title by or through instrument, recorded in Volume 369, Page 687, County Recorder's Office, for the divers good causes and considerations thereunto moving, and especially for the sum of one dollar and other valuable considerations

received to our full satisfaction of Robert G. Fidler and Gloria A. Fidler, husband and wife,

whose TAX MAILING ADDRESS will be 3319 West Cleveland Road, Huron, 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, and to his or her separate heirs and assigns, the following described premises, situated in the Township of Huron, County of Erie and State of Ohio:

Being part of the west one-half (1/2) of Outlot No. 26, Section No. 3, Huron Township, Erie County, State of Ohio and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 812.34 feet easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road; thence north 0 degrees 03 minutes east and passing through an iron pin in the northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin; thence south 60 degrees 45 minutes east parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.0 feet to an iron pin; thence south 0 degrees 03 minutes west and passing through an iron pin in the northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road; thence north 60 degrees 45 minutes west along the centerline of said road, a distance of 100.0 feet to the place of beginning, containing 0.4591 acre more or less, but subject to all legal highways, easements and restrictions of record.

This instrument transferred pursuant to
S.C. 319.54 and 319.202 of O.R.C.

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, and to his or her separate heirs and assigns forever.

And the said Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantees, their heirs and assigns, that said Grantors are the true and lawful owners 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, if any, which shall be pro-rated as of the date of delivery of this deed,

and further, that said Grantors 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 13th ~~XXXX~~ day of March, in the year of our Lord one thousand nine hundred and sixty-eight

Signed and acknowledged in presence of
Deanna L. Allensworth
R. F. Hyland
Robert L. Tracht
Joan M. Tracht

State of Ohio } ss. Before me, a notary public
ERIE County, } in and for said County and State, personally appeared
the above named Robert L. Tracht and Joan M. Tracht

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~~ Sandusky, Ohio this ~~XXXX~~ 13th day of March A. D. 19 68

Deanna L. Allensworth
Deanna L. Allensworth, Notary Public
My Comm. Expires: 3/30/71



This instrument prepared by Ralph C. Pisano

223234

Warranty Deed

1968 MAR 22 PM 2 29

Robert L. Tracht and
Joan M. Tracht
ERIE COUNTY OHIO
TO
Robert G. Fidler and
Gloria A. Fidler
3319 West Cleveland Road,
Huron, Ohio

Transferred 3-22-1967
Charles B. Schweinfurth
JLC 354
COUNTY AUDITOR

STATE OF OHIO
COUNTY OF ERIE SS
RECEIVED FOR RECORD ON THE
22nd day of March 1968
at 2:29 o'clock P.M.
and RECORDED March 25th. 1968 in
DEED Book 383 PAGE 28-29

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

RALPH C. PISANO
LAWYERS TITLE INSURANCE CORPORATION
BOX 1280 HURON, OHIO
34852

Know All Men By These Presents.

That. We, Dale M. Bardshar and Elizabeth M. Bardshar, husband and wife,

the Grantors, who claim title by or through
instrument recorded in Volume , Page , Erie
County Recorder's Office, for the consideration of - One Dollar (\$1.00) and other
good and valuable considerations received to our full satisfaction of

Joan M. Tracht and Robert L. Tracht

the Grantees, whose TAX MAILING ADDRESS will be

314 Tecumseh Place, Huron, Ohio

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

Being part of the west one-half (1/2) of Outlot No. 26, Section No. 3,
Huron Township, Erie County, State of Ohio and more fully described as follows:
Beginning at a point in the centerline of the Cleveland-Sandusky Road, said
point being 812.34 feet easterly from the intersection of the centerline of Camp
Road with the centerline of the Cleveland-Sandusky Road; thence north 0 degrees
03 minutes east and passing through an iron pin in the northerly line of the
Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin; thence south
60 degrees 45 minutes east parallel with the centerline of the Cleveland-Sandusky
Road, a distance of 100.0 feet to an iron pin; thence south 0 degrees 03 minutes
west and passing through an iron pin in the northerly line of the Cleveland-
Sandusky Road, a distance of 229.34 feet to a point in the centerline of said
road; thence north 60 degrees 45 minutes west along the centerline of said road,
a distance of 100.0 feet to the place of beginning, containing 0.4591 acre more
or less, but subject to all legal highways, easements and restrictions of record.



APPROVED BY ERIE REGIONAL
PLANNING COMMISSION
"NO PLAT REQUIRED"

J. L. Klepper
10-13-66

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 s, their heirs and assigns forever.

And we Dale M. Bardshar and Elizabeth M. Bardshar, the said Grantor s, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee s, their heirs and assigns, that at and until the ensembling of these presents, we are 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 real estate taxes now due but not yet payable, which real estate taxes, the Grantees herein expressly assume and agree to pay,

and that we 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 except as aforesaid

~~And for valuable consideration~~

~~do hereby demise, convey~~

~~and forever quitclaim unto the said Grantee s, their heirs and assigns, all right and interest of them in the above described premises.~~

In Witness Whereof, we have hereunto set our hands, the 13th day of October, in the year of our Lord one thousand nine hundred and sixty-six.

Signed and acknowledged in presence of
[Signature: Lewis L. Marquart]
[Signature: Dale M. Bardshar]
[Signature: Elizabeth M. Bardshar]
Dale M. Bardshar
Elizabeth M. Bardshar

State of Ohio, ss. Before me, a Notary Public
Erie County, in and for said County and State, personally appeared the above named Dale M. Bardshar and Elizabeth M. Bardshar

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 October A. D. 19 66
[Signature: Lewis L. Marquart]
Notary Public

This instrument prepared by Lewis L. Marquart of Marquart, Wennes & Marquart, Attorneys at Law, 805-807 Feick Building, Sandusky, Ohio

213765
Warranty Deed

Filed
1966 OCT 14
Dale M. Bardshar, et al
Elizabeth M. Bardshar
Joan M. Tracht, et al
Robert L. Tracht
314 Tecumseh Place
Huron, Ohio

Transferred Oct. 14, 1966
[Signature: Louis L. Schenck]
Fee 35 & 1/2
COUNTY AUDITOR

STATE OF OHIO
COUNTY OF Erie SS
RECEIVED FOR RECORD ON THE
14th day of Oct. 19 66
at 10:01 o'clock A. M.
and RECORDED Oct. 17th 1966 in
DEED Book 369 PAGE 687-688

Carl A. Spelr
COUNTY RECORDER
RECORDERS FEE \$ 200.00

MARQUART, WENNES & MARQUART
ATTORNEYS AND COUNSELORS AT LAW
805-807 FEICK BUILDING
SANDUSKY, OHIO

WARRANTY DEED 102X — (Joint & Survivor Form)
Revised 1966The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

Know all Men by these Presents

That we, Joseph J. Faber and Mary E. Faber, husband and wife,

, the Grantors ,

~~do hereby convey unto the said Grantees, and to the survivor of them,~~

, Page

, County

~~do hereby convey unto the said Grantees, and to the survivor of them,~~ for the divers good causes and considerations thereunto moving, and especially for

the sum of Ten-----no/100-----Dollars (\$10.00)
and other valuable consideration-----

received to our full satisfaction of

Dale M. Bardshar and Elizabeth M. Bardshar

, husband and wife, the Grantees,

whose TAX MAILING ADDRESS will be 3210 W. Cleveland Road, 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:

Those parts of original lots numbers Twenty-six (26) and Twenty-nine (29), in
Section Number Three (3) in Huron Township, Erie County, Ohio, bounded and described as follows:

Beginning in the center line of the Cleveland-Sandusky Road (so-called), at its intersection with the west line of the land now or formerly owned by Martha V. Bardshar, same being the west line of the land conveyed to Jacob Dale, by deed dated December 2, 1850 and recorded in Volume 8 of Deeds, page 460, Erie County, Ohio Records; running thence northerly, along said last mentioned line, a distance of thirty-seven hundred twenty-three and seventy hundredths (3723.70) feet to the south line of land or marsh formerly owned by the Wyandotte Sporting Club; thence westerly, along said last mentioned line, a distance of four hundred fifty-six and ninety hundredths (456.90) feet to the east line of land now or formerly owned by Andrew F. Linker; thence southerly, along said last mentioned line, a distance of thirty-four hundred forty-seven and fifty hundredths (3447.50) feet to the center line of the Cleveland-Sandusky Road; thence easterly, along the center line of said road, a distance of five hundred thirty-six and ten hundredths (536.10) feet to the place of beginning, containing thirty-seven and seventy-nine hundredths (37.79) acres, be the same more or less, but subject to all legal highways.

As part consideration of the purchase price hereof, title to all crops on premises hereinabove described belonging to the Grantors, grown or being grown, shall be and become the property of the Grantees herein effective as of the date of sale of the aforesaid premises; excepting, however, Grantors give no warranty, express or implied, and make no representation as to quality, variety, amount or productiveness of said crops being grown.



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, and to the survivor of them, his or her separate heirs and assigns forever.

And the said Grantor s , for themselves 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, general and special, if any, which shall be prorated between the Grantors and Grantees herein as of the delivery date of this instrument,

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 Joseph J. Faber and Mary E. Faber

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 hands, the 12th day of May, in the year of our Lord one thousand nine hundred and sixty-four
Signed and acknowledged in presence of

Maureen Harmon

Joseph J. Faber
Joseph J. Faber

Sharon Dehn

Mary E. Faber
Mary E. Faber

State of Ohio

Before me, a notary public
Erie County, ss. in and for said County and State, personally appeared the above named Joseph J. Faber and Mary E. Faber, 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 12th day of May

THIS INSTRUMENT PREPARED BY:
Robert W. Beamer, Attorney
Bliss Building, Sandusky, Ohio



FILED
196538
JOSEPH J. FABER & MARY E. FABER
DALE M. BARDSHAR & ELIZABETH M. BARDSHAR
TO R L A SPEIR
RECORDER
ERIE COUNTY OHIO

Transferred May 25-1964
Erie County Auditor
Fee 70 & 25

State of Ohio
County of Erie
Received for Record on the
25th day of May 1964
at 2:40 o'clock P. M.
and Recorded May 27th 1964 in
Deed Book 345 Page 515

Carl A. Speir
COUNTY RECORDER
LAWYERS TITLE INSURANCE CORPORATION
BOX 1280 SANDUSKY, OHIO

28785

Know all Men by these Presents

That we, David J. Hacker, Sr. and Elnora Hacker, husband and wife,

of the Township of Townsend, County of Sandusky
and State of Ohio Grantors, in consideration of the sum of
one dollar and other valuable considerations (\$1.00) -----
to us paid by

Joseph J. Faber and Mary E. Faber, husband and wife,
of the Township of Huron, County of Erie
and State of Ohio Grantees, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to the said
Grantee s, jointly for life during their joint lives and then to the survivor of
them, and to the heirs and assigns of such survivor forever,

~~Beginning in the center line of the Cleveland-Sandusky Road (so-called), at its intersection with the west line of the land now or formerly owned by Martha V. Bardshar, same being the west line of the land conveyed to Jacob Dale, by deed dated December 2, 1850 and recorded in Volume 8 of Deeds, page 460, Erie County, Ohio records; running thence northerly, along said last mentioned line, a distance of Thirty-seven hundred twenty-three and seventy hundredths (3723.70) feet to the south line of land or marsh formerly owned by the Wyandotte Sporting Club; thence westerly, along said last mentioned line, a distance of four hundred fifty-six and ninety hundredths (456.90) feet to the east line of land now or formerly owned by Andrew F. Linker; thence southerly, along said last mentioned line, a distance of thirty-four hundred forty-seven and fifty hundredths (3447.50) feet to the center line of the Cleveland-Sandusky Road; thence easterly along the center line of said road, a distance of five hundred thirty-six and ten hundredths (536.10) feet to the place of beginning, containing thirty-seven and seventy-nine hundredths (37.79) acres, more or less, but subject to legal highways.~~ the
following Real Estate situated in the County of Erie
in the State of Ohio, and in the Township of
Huron and bounded and described as follows:

PARCEL NO. 1 - Those parts of original lots numbers Twenty-Six (26) and Twenty-Nine (29), in Section Number three (3), in Huron Township, Erie County, Ohio, bounded and described as follows:

Beginning in the center line of the Cleveland-Sandusky Road (so-called), at its intersection with the west line of the land now or formerly owned by Martha V. Bardshar, same being the west line of the land conveyed to Jacob Dale, by deed dated December 2, 1850 and recorded in Volume 8 of Deeds, page 460, Erie County, Ohio records; running thence northerly, along said last mentioned line, a distance of Thirty-seven hundred twenty-three and seventy hundredths (3723.70) feet to the south line of land or marsh formerly owned by the Wyandotte Sporting Club; thence westerly, along said last mentioned line, a distance of four hundred fifty-six and ninety hundredths (456.90) feet to the east line of land now or formerly owned by Andrew F. Linker; thence southerly, along said last mentioned line, a distance of thirty-four hundred forty-seven and fifty hundredths (3447.50) feet to the center line of the Cleveland-Sandusky Road; thence easterly along the center line of said road, a distance of five hundred thirty-six and ten hundredths (536.10) feet to the place of beginning, containing thirty-seven and seventy-nine hundredths (37.79) acres, more or less, but subject to legal highways.

PARCEL NO. 2 - The east twenty (20) acres of the west twenty-nine and seventy-five hundredths (29.75) acres of that part of original lot number Twenty-seven (27), in Section Number three (3), in Huron Township, Erie County, Ohio, lying south of the center line of the Hull Road (so-called). Said premises being bounded on the north by the center line of the Hull Road; on the east by the west line of the land now or formerly owned by George Faber and

Matilda P. Faber; on the south by the south line of said lot 27; and on the west by the east line of the land conveyed to Rhea V. Dildine and Bessie A. Dildine by deed dated October 31, 1914, and recorded in Volume 101 of Deeds page 19, Erie County, Ohio records, and being the same premises conveyed in a deed from Dildine, Administrator to George and Henry Faber, recorded in Volume 95 pages 37 and 38 and in Volume 169 page 343 of the Erie County Deed Records. Excepting therefrom that portion thereof conveyed to Chester Sinwald and Ruth E. Sinwald by Joseph J. Faber and Mary E. Faber, by warranty deed, dated January 16, 1961, and recorded in Volume 316 Page 367, Erie County, Ohio Deed Records.

(Consideration being less than \$100.00, documentary stamps are not necessary.)

To have and to hold *said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantees, jointly for life during their joint lives and then to the survivor of them, and to the heirs and ~~assigns of such survivor forever.~~*

And the said Grantors, David J. Hacker, Sr. and Elnora Hacker,

for themselves and their heirs,
do hereby covenant with the said Grantees,

their heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever except taxes and assessments, if any,

and that they will forever **Warrant and Defend** the same, with the appurtenances, unto the said Grantee, their heirs and assigns against the lawful claims of all persons whomsoever

In Witness Whereof the said Grantor, David J. Hacker, Sr. and Elvora Hacker, husband and wife,

who hereby release their right of dower in the premises, have hereunto set their hand, this 13th day of October in the year of our Lord one thousand nine hundred and sixty-one (1961)

Signed and acknowledged in presence of

Ralph C. Pisano
Patricia J. Brunell

David J. Hacker Sr.
Elvora Hacker

The State of OHIO
Erie County } SS.

Be it Remembered That on this 13th day of October A.D. 1961, before me, the subscriber, a notary public in and for said county, personally came the above named

David J. Hacker, Sr. and Elvora Hacker

the Grantor

in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

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

Ralph C. Pisano

This Instrument
By Ralph C. Pisano

RALPH C. PISANO, NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 29, 1963



178928

Warranty Deed

David J. Hacker, Sr. and
Elvora Hacker

Please do Not Publish
TO

Joseph J. Faber and
Mary E. Faber
3315 West Cleveland Road
Euron, Ohio

Witnessed Oct. 13th 1961
Frank Schunfelter
COUNTY AUDITOR

STATE OF OHIO

COUNTY OF Erie SS

RECEIVED FOR RECORD ON THE

13th day of October 1961

at 11:39 o'clock A.M.

and RECORDED October 16, 1961 in

DEED BOOK 321 PAGE 250-

251-252

Carl A. Spain, COUNTY RECORDER

RECORDERS FEE \$ 3.00

Ralph C. Pisano
Attorney at Law
Euron, Ohio

Know all Men by these Presents

That we, Joseph J. Faber and Mary E. Faber, husband and wife,

of the Township of Huron, County of Erie
and State of Ohio Grantor, in consideration of the sum of
one dollar and other valuable considerations (\$1.00) -----

to us paid by

David J. Hacker, Sr. and Elnora Hacker, husband and wife,

of the Township of Townsend, County of Sandusky
and State of Ohio Grantee, the receipt whereof is hereby
acknowledged, do hereby grant, bargain, sell and convey to the said
Grantee,

their heirs and assigns forever, the
following Real Estate situated in the County of Erie
in the State of Ohio, and in the Township of
Huron and bounded and described as follows:

PARCEL NO. 1 - Those parts of original lots numbers Twenty-Six (26) and Twenty-Nine (29), in Section Number three (3), in Huron Township, Erie County, Ohio, bounded and described as follows:

Beginning in the center line of the Cleveland-Sandusky Road (so-called), at its intersection with the west line of the land now or formerly owned by Martha V. Bardsher, same being the west line of the land conveyed to Jacob Dale, by deed dated December 2, 1850 and recorded in Volume 8 of Deeds, page 460, Erie County, Ohio records; running thence northerly, along said last mentioned line, a distance of Thirty-seven hundred twenty-three and seventy hundredths (3723.70) feet to the south line of land or marsh formerly owned by the Wyandotte Sporting Club; thence westerly, along said last mentioned line, a distance of four hundred fifty-six and ninety hundredths (456.90) feet to the east line of land now or formerly owned by Andrew F. Linker; thence southerly, along said last mentioned line, a distance of thirty-four hundred forty-seven and fifty hundredths (3447.50) feet to the center line of the Cleveland-Sandusky Road; thence easterly, along the center line of said road, a distance of five hundred thirty-six and ten hundredths (536.10) feet to the place of beginning, containing thirty-seven and seventy-nine hundredths (37.79) acres, more or less, but subject to legal highways.

PARCEL NO. 2 - The east twenty (20) acres of the west twenty-nine and seventy-five hundredths (29.75) acres of that part of original lot number Twenty-seven (27), in Section Number Three (3), in Huron Township, Erie County, Ohio, lying south of the center line of the Hull Road (so-called). Said premises being bounded on the north by the center line of the Hull Road; on the east by the

west line of the land now of formerly owned by George Faber and Matilda P. Faber; on the south by the south line of said lot 27; and on the west by the east line of the land conveyed to Rhea V. Dildine and Bessie A. Dildine by deed dated October 31, 1914, and recorded in Volume 101 of Deeds page 19, Erie County, Ohio records, and being the same premises conveyed in a deed from Dildine, Administrator to George and Henry Faber, recorded in Volume 95 pages 37 and 38 and in Volume 169 page 343 of the Erie County Deed Records. Excepting therefrom that portion thereof conveyed to Chester Sinwald and Ruth E. Sinwald by Joseph J. Faber and Mary E. Faber, by warranty deed, dated January 16, 1961, and recorded in Volume 316 Page 367, Erie County, Ohio Deed Records.

(Consideration being less than \$100.00, documentary stamps are not necessary.)

To have and to hold *said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee* ■,

their heirs and assigns forever.

And the said Grantors, Joseph J. Faber and Mary E. Faber,

for themselves and their heirs,
do hereby covenant with the said Grantee ■,

their heirs and assigns, that they are lawfully seized of the premises
aforsaid; that the said premises are Free and Clear from all Incumbrances whatsoever
except taxes and assessments, if any,

and that they will forever **Warrant and Defend** the same, with the appurtenances, unto the said Grantee, their heirs and assigns against the lawful claims of all persons whomsoever

In Witness Whereof the said Grantors, Joseph J. Faber and Mary E. Faber, husband and wife,

who hereby release their right of dower in the premises, have hereunto set their hand, this 13th day of October in the year of our Lord one thousand nine hundred and sixty-one (19 61)

Signed and acknowledged in presence of

Ralph C. Pisano
Patricia J. Brownell

Joseph J. Faber
Mary E. Faber

The State of OHIO
Erie County } SS.

Be it Remembered That on this 13th day of October A. D. 19 61, before me, the subscriber, a notary public in and for said county, personally came the above named

Joseph J. Faber and Mary E. Faber

the Grantors

in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

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



Ralph C. Pisano

RALPH C. PISANO, NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 29, 1963

This Instrument was Prepared By Ralph C. Pisano

178927

Warranty Deed

Joseph J. Faber and
Mary E. Faber

TO

David J. Hacker, Sr. and
Elnora Hacker

Transferred Oct. 13, 1961
Lester A. Schweinfurt
COUNTY AUDITOR

STATE OF OHIO

COUNTY OF Erie SS

RECEIVED FOR RECORD ON THE

13th day of October 1961

at 11:38 o'clock A.M.

and RECORDED October 16, 1961 in

DEED Book 321 PAGE 247-

248-249

Carl A. Spehr,
COUNTY RECORDER

RECORDERS FEE \$ 3.00

* Ralph C. Pisano
Attorney at Law
Euron, Ohio

Know all Men by these Presents

That, we, Henry Faber and Mary C. Faber, his wife,

for divers good causes and considerations thereunto moving, and especially for the sum of One Dollar and other valuable considerations - - - - - Dollars (\$1.00) received to our full satisfaction of

Joseph J. Faber and Mary E. Faber, husband and wife

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 grantees, their heirs and assigns forever, all such right and title as we, the said grantors, 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:

Those parts of original lots numbers Twenty-Six (26) and Twenty-Nine (29), in Section Number three (3), in Huron Township, Erie County, Ohio, bounded and described as follows:

Beginning in the center line of the Cleveland-Sandusky Road (so-called), at its intersection with the west line of the land now or formerly owned by Martha V. Bardshar, same being the west line of the land conveyed to Jacob Dale, by deed dated December 2, 1850 and recorded in Volume 8 of Deeds, page 460, Erie County, Ohio records; running thence northerly, along said last mentioned line, a distance of Thirty-seven hundred twenty-three and seventy hundredths (3723.70) feet to the south line of land or marsh formerly owned by the Wyandotte Sporting Club; thence westerly, along said last mentioned line, a distance of four hundred fifty-six and ninety hundredths (456.90) feet to the east line of land now or formerly owned by Andrew F. Linker; thence southerly, along said last mentioned line, a distance of thirty-four hundred forty-seven and fifty hundredths (3447.50) feet to the center line of the Cleveland-Sandusky Road; thence easterly, along the center line of said road, a distance of five hundred thirty-six and ten hundredths (536.10) feet to the place of beginning, containing thirty-seven and seventy-nine hundredths (37.79) acres, more or less, but subject to legal highways.

Consideration being less than \$100.00, no Documentary Stamps required.

To have and to hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantees, their heirs and assigns, so that neither the said grantors, nor their heirs, nor any other persons claiming title through or under them, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred. And for valuable consideration I, Mary C. Faber, wife of Henry Faber,

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

In Witness Whereof
28th day of April
nine hundred and fifty-two
Signed and acknowledged in presence of

We have hereunto set our hands, the
in the year of our Lord one thousand

[Signature]
[Signature]

Henry Faber
Mary C. Faber

State of Ohio, } ss. Before me, a Notary public
Erie County, } in and for said County and State, personally appeared
the above named Henry Faber and Mary C. Faber, his 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
this 28th day of April A. D. 19 52

C. G. PERRY, Jr., Notary Public
My Commission Expires July 27, 1953

[Signature]

1952 MAY 22 PM 2 49

HENRY FABER and
MARY C. FABER, his wife
ERIE CO. OHIO

JOSEPH J. FABER and
MARY E. FABER, husband and wife

Transferred MAY 22 1952 19

Walter B. Schunifert

Dec. 20 1952 COUNTY AUDITOR

STATE OF OHIO

COUNTY OF ERIE SS

RECEIVED FOR RECORD ON THE

22nd, day of May 1952

at 2:49 o'clock P.M.

and RECORDED May 26th, 1952 in

DEED Book 233 PAGE 79-

80

Carl A. Speir,
COUNTY RECORDER

RECORDERS FEE \$ 1.20 Paid

TUSSING & PISANO

THE SANDUSKY ABSTRACT & TITLE CO.

Huron, Ohio

NUMBER 5574

Quit-Claim

123813

am

QUIT-CLAIM DEED

George Faber

To

Joseph J. & Mary E. Faber

KNOW ALL MEN BY THESE PRESENTS, THAT, I, George Faber, married, the Grantor, for divers good causes and considerations thereunto moving, and especially for the sum of One Dollars (\$1.00) received to my full satisfaction of Joseph J. Faber and Mary E. Faber, husband and wife, the Grantee, 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 grantees, their heirs and assigns forever, all such right and title as I, 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:

PARCEL ONE: Those parts of original lots numbers twenty-six (26) and twenty-nine (29) in section number three (3), in Huron Township, Erie County, Ohio, bounded and described as follows:

Beginning in the center line of the Cleveland-Sandusky Road(so-called), at its intersection with the west line of the land now or formerly owned by Martha V. Bardshar, same being the west line of the land conveyed to Jacob Dale, by deed dated December 2, 1850 and recorded in Volume 8 of Deeds page 460, Erie County, Ohio records; running thence northerly, along said last mentioned line, a distance of thirty-seven hundred twenty-three and seventy hundredths (3723.70) feet to the south line of land or marsh formerly owned by the Wyandotte Sporting Club; thence westerly, along said last mentioned line, a distance of four hundred fifty-six and ninety hundredths (456.90) feet to the east line of land now or formerly owned by Andrew P. Linker; thence southerly, along said last mentioned line, a distance of thirty-four hundred forty-seven and fifty hundredths (3447.50) to the center line of the Cleveland-Sandusky Road; thence easterly, along the center line of said road, a distance of five hundred thirty-six and ten hundredths (536.10) feet to the place of beginning, containing thirty-seven and seventy-nine hundredths (37.79) acres, more or less, but subject to legal highways. Being an undivided one-half interest, and being the same premises described in a deed from Joseph Faber to George and Henry Faber, recorded in Volume 93 page 451 of the Erie County Record of Deeds.

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereunto belonging to the said grantees, their heirs and assigns, so that neither the said grantor, nor his heirs, nor any other persons claiming title through or under him, 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 I, Matilda Faber, wife of George Faber 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 26th day of January, in the year of our Lord one thousand nine hundred and forty-two.

Signed and acknowledged in
presence of

Alvin F. Weichel
Mary E. Carney

George Faber
Matilda Faber

STATE OF OHIO)
) SS.
ERIE COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named George Faber and Matilda Faber 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 January, A. D. 1942.

(Notarial Seal)

Revenue Stamps \$2.20

Received February 2, 1942, at 3:38 P. M.

Recorded February 17, 1942.

Fee for Record \$.95

Mary E. Carney,
Notary Public.

Carl A. Speir,
Recorder.

PROOF READ

NO. - 331 -

TO George and Henry Faber

WARRANTY DEED

Know all Men by these Presents: That Joseph Faber of Huron Township, Erie County, Ohio

in consideration of the value of the land paid by George Faber and Henry Faber of said Huron Township the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said George Faber and Henry Faber, their heirs and assigns forever

the following premises, situate in the County of Erie, in the Township of Huron, in the State of Ohio, and bounded as follows:

Being the east part of the west one-half (1/2) of lots numbers twenty-six (26) and twenty-nine (29) in the third section of said township, town sit (6) range twenty-two (22); bound-
ed on the north by marsh lands of the west Huron Sporting Club, on the east by lands belonging
to Michael and A. J. Bardach, on the south by the Huron Road and Sandusky, so-called and on
the west by land and premises occupied by Gustavus Graham, comprising and containing forty (40)
acres of land, more or less: and being the same premises conveyed to the grantor here-
by warranty-deed from August Hemminge and wife, dated March 21st 1904, recorded in vol.
page 6 of the deed records of said county, excepting always therefrom eight (8) and 32/100
this day sold and conveyed to one Neal Everett.

and all the Estate, Title and Interest of the said Joseph Faber
either in Law or in Equity, of, in and to the said premises; Together with all the privileges and appurtenances to the same belonging, and all the rents, issues
and profits thereof; To have and to hold the same to the only proper use of the said George Faber and Henry Faber, their heirs and assigns forever.
And the said Joseph Faber
for himself and for his heirs, executors and administrators, do hereby Covenant with the said
George Faber and Henry Faber, their heirs and assigns, that he is the true and lawful owner... of the said premises, and has full
power to convey the same; that the title, so conveyed is Clear, Free and Unincumbered; and further, that he do Warrant and will
Defend the same against all claim, or claims, of all persons whomsoever.

IN WITNESS WHEREOF, the said Joseph Faber and Rosa Faber have hereunto set their hands and seals, this
23rd day of March in the year of our Lord one thousand nine hundred and twelve

SIGNED AND ACKNOWLEDGED IN PRESENCE OF US:

James M. French
Margaret Nolan

Joseph Faber
Rosa Faber

THE STATE OF OHIO, ERIE COUNTY, ss.

BE IT REMEMBERED, That on the 23rd day of March in the year of our Lord one thousand
nine hundred and twelve before me, the subscriber, a Notary Public in and for said County, personally came
Joseph Faber and Rosa Faber
the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act, for the uses and
purposes therein mentioned.

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

Received for Record March 25 19012, at 2 o'clock P. M.
Recorded March 25 19012

James M. French Notary Public
William J. Zimmerman Recorder
By L. M. Schief Deputy

August and Mary Hemminger, To Joseph Faber

WARRANTY DEED.

Know all Men by these Presents, That I, August Hemminger, of Perkins Township

of the County of Erie, and State of Ohio, in consideration of the sum of Six Thousand and Three Hundred dollars in hand paid to Joseph Faber - of Huron Township, Erie County, Ohio, have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Joseph Faber, his

heirs and assigns forever, the following premises, situate in the County of Erie, in the State of Ohio and in the Township of Huron - and bounded and described as follows

Being parts of Lots numbered Twenty-six and Twenty-nine (26 & 29) in Section Three (3), Town Six (6), Range Twenty-two (22) and being the East part of the West one-half (1/2) of said Lots numbered Twenty-six and Twenty-nine (26 and 29) and being the same premises of which Harvey Curtis died seized and possessed, and being the same premises conveyed to Allen Bardshar by the heirs of said Harvey Curtis deceased, and conveyed by said Allen Bardshar to the grantor herein, August Hemminger by deed dated Dec. 4th 1901. Said premises hereby conveyed containing Forty-nine (49) acres of land more or less

Excepting from the above a strip of land one (1) rod in width on the south side of the Public Highway, and extending the entire width of said farm, which said strip of land has been dedicated to the Lake Shore Electric Railway Company.

Possession of said premises to be given April 1st 1904 upon payment of the consideration above stated. And the said party of the first part agrees that all tile, straw and a clover chaff stack and one-half (1/2) of the growing wheat and other therefrom shall belong to the party of the second part.

The said party of the first part also agrees to pay all taxes and assessments of every description whatsoever that may become due or payable to January 1st 1904.

To Have and to Hold said premises, with the appurtenances, unto the said Joseph Faber, his heirs and assigns forever.

And the said

August Hemminger for himself and his Executor, Administrator and Heirs do hereby covenant with the said Joseph Faber, his heirs and assigns, that he has 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 Joseph Faber, his heirs and assigns, against the lawful claims of all persons whomsoever.

And be it further known, That I, Mary Hemminger, 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, any right, title and interest in and to the above granted premises, either by way of dower or otherwise.

In Testimony Whereof, We the said August Hemminger and Mary Hemminger hereunto set our hands and seal this 21st day of March in the year of our Lord 1904 Thousand Nine Hundred and Four.

Signed, Sealed, Acknowledged and Delivered in presence of

Jas. D. Parker
Notary Public

August Hemminger
Mary Hemminger

THE STATE OF OHIO, ss. Erie COUNTY, ss.

Be It Remembered, That on this Twenty-first day of March A. D. 1904 before me, Jas. D. Parker, a Notary Public in and for said County,

personally appeared the above named grantors,

August Hemminger and Mary Hemminger his wife, and acknowledged the signing and reading of the within and foregoing

conveyance to be their voluntary act and deed for the uses and purposes therein expressed, and that In Testimony Whereof, I hereunto affix my official seal, the day and year above written.

Received April 2nd 1904 at 9:15 A.M.
Recorded April 7th 1904

Jas. D. Parker Notary Public
J. H. McCreary Recorder.

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 4, 2016. The Mortgagor is **Lawrence B. Oldaker and Kalynn L. Oldaker, husband and wife**

whose current mailing address is 696 West Kochheiser Road, Bellville, Ohio 44813

("Borrower"). This Security Instrument is given to **Mechanics Bank**

which is organized and existing under the laws of State of Ohio and whose address is 2 South Main Street, Mansfield, Ohio 44902 ("Lender").

Borrower owes Lender the principal sum of One Hundred Twenty Four Thousand and 00/100 Dollars (U.S. \$124,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2046. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in Erie County, Ohio:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

which has the address of **3319 Cleveland Road West**

[Street]

Huron
[City]

OH
[State]

44839
[Zip]

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Ohio -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3036 9/90

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended' coverage and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien, which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of year mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use, and retain these payments as a loss reserve in lieu of mortgage insurance.

Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reverse, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note, which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; remedies.** Lender shall give notice to borrower prior to acceleration following borrower's breach of any covenant or agreement in this security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the

sums secured by the Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform borrower of their right to reinstate after acceleration and the right to bring a court action to assert in the foreclosure proceeding the non-existence of a default or any other defense of borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums, and costs incurred for the protection of the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | |
|---|---|
| ☒ Adjustable Rate Rider | ☐ Condominium |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development |
| ☐ Balloon Rider | ☐ Rate Improvement |
| ☐ VA Rider | ☐ Other |
| ☐ 1-4 Family | |
| ☐ Biweekly Payment Rider | |
| ☐ Second Home Rider | |

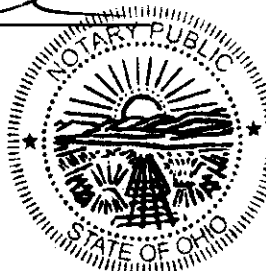
Lawrence B. Oldaker
Lawrence B. Oldaker

Kalynn L. Oldaker
Kalynn L. Oldaker

STATE OF OHIO, COUNTY OF RICHLAND ss:

On this 4th day of March, 2016, before me, a Notary Public in and for said County and State, personally appeared LAWRENCE B. OLDAKER AND KALYNN L. OLDAKER, HUSBAND AND WIFE, the individual(s) who executed the foregoing instrument and acknowledged that they/he/she did examine and read the same and did sign the foregoing instrument, and that the same is their/his/her free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Gregory S. Mumea
Notary Public, State of Ohio



GREGORY S.
MUMEA
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires
Feb. 6, 2021

My Commission Expires:

Prepared by: Mechanics Bank

Lender:

Mechanics Bank, NMLS# 469606

Loan Originator:

Gregory Mumea, NMLS# 475644

EXHIBIT "A"

Legal Description

Parcel No. 1:

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

And being part of the West One-half (1/2) of Outlot No. 26, Section No. 3, Huron Township, Erie County, State of Ohio and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 812.34 feet Easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road;

Thence North 0 deg. 03' East and passing through an iron pin in the Northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin;

Thence South 60 deg. 45' East parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.0 feet to an iron pin;

Thence South 0 deg. 03' West and passing through an iron pin in the Northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road;

Thence North 60 deg. 45' West along the centerline of said road, a distance of 100.0 feet to the place of beginning, containing 0.4591 acre more or less, but subject to all legal highways, easements and restrictions of record.

PPN: 39-00212.000

Parcel No. 2:

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

And being part of the West One-half (1/2) of Outlot No. 26, Section No. 3, and more fully described as follows:

Beginning at a point in the centerline of the Cleveland-Sandusky Road, said point being 912.34 feet Easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road;

Thence North 0 deg. 03' East and passing through an iron pin in the Northerly line of the Cleveland-Sandusky Road, a distance of 229.34 feet to an iron pin;

Thence South 60 deg. 45' East, parallel with the centerline of the Cleveland-Sandusky Road, a distance of 100.00 feet to an iron pin;

Thence South 0 deg. 03' West and passing through an iron pin in the Northerly line of Cleveland-Sandusky Road, a distance of 229.34 feet to a point in the centerline of said road;

Thence North 60 deg. 45' West along the centerline of said road, a distance of 100.00 feet to the place of beginning, and containing 0.4591 acre more or less, but subject to all legal highways.

LESS AND EXCEPTING: Situated in the Township of Huron, County of Erie and State of Ohio, and bounded and described as follows:

Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows

Beginning at 3/4" iron pipe found at the Southeasterly corner of Original Lot 29,

Thence North 87 deg. 09' 56" West along the Southerly line of Original Lot 29, a distance of
CT# 92869

722.92 feet to the Easterly line of lands now or formerly owned by Joan M. Tracht, as recorded in Volume 428, Page 148 of the Erie County Deed Records;

Thence South 00 deg. 00' 24" East along said Track's Easterly line, a distance of 426.04 feet to a point on the Easterly continuation of the Northerly line of lands now or formerly owned by Dean K. Kraus, as recorded in Volume 423, Page 624 and the Northerly line of lands now or formerly owned by Donald J. and Mary Jane Novotny, as recorded in Volume 501, Page 661, of the Erie County Deed Records; thence South 89 deg. 59' 32" West along the Easterly continuation of and the Northerly line of Kraus and Novotny's land, a distance of 526.39 feet to a 1/2" iron pin set at the Northwestern corner of said Kraus' land; thence South, 89 deg. 54' 34" West, a distance of 60.00 feet to a point on the Northerly continuation of the Easterly line of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 384, Page 577 of the Erie County Deed Records; thence South 00 deg. 05' 26" East along the Northerly continuation of and the Easterly line of said Fidler's land, a distance of 246.64 feet to the principal place of beginning;

4. Thence South 00 deg. 05' 26" East continuing along the Easterly line of Fidler's land passing through a 1/2" iron pin set 22.91 feet from the centerline of the Cleveland-Sandusky Road, a distance of 62.99 feet to a P.K. nail set in the centerline of Cleveland-Sandusky Road at said Fidler's most Southerly corner;

5. Thence North 60 deg. 55' 04" West along the centerline of the Cleveland-Sandusky Road and the Southwesterly line of said Fidler's land, a distance of 53.78 feet to a P.K. nail set;

6. Thence North 51 deg. 50' 43" East passing through a 21.69 feet from the centerline of the Cleveland-Sandusky Road, a distance of 59.65 feet to the principal place of beginning and containing 0.0340 acres of land, but subject to all legal highways, easements, and restrictions of record.

Bearings are assumed and used to indicate angles only.

This description was prepared by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio on December 21, 1994 from an actual survey of the premises dated April 14, 1994, by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340.

PPN: 39-00213.000

Parcel No. 3:

Also conveying the following parcel:

Situated in the Township of Huron, County of Erie and State of Ohio, and bounded and described as follows:

Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows

Beginning at a 3/4" iron pipe found at the Southeasterly corner of Original Lot 29, thence North 87 deg. 09' 56" West along the Southerly line of Original Lot 29, a distance of 722.92 feet to the Easterly line of lands now or formerly owned by Joan M. Tracht, as recorded in Volume 428, Page 148 of the Erie County Deed Records; thence South 00 deg. 00' 24" East along said Tracht's Easterly line, a distance of 426.04 feet to a point on the Easterly continuation of the Northerly line of lands now or formerly owned by Dean K. Kraus, as recorded in Volume 423, Page 624 and the Northerly line of lands now or formerly owned by Donald J. and Mary Jane Novotny, as recorded in Volume 501, Page 661, of the Erie County Deed Records; thence South 89 deg. 59' 32" West along the Easterly continuation of and the Northerly line of Kraus and Novotny's land, a distance of 526.39 feet to a 1/2" iron pin set at the Northwestern corner of said Kraus' land; thence South 89 deg. 54' 34" West, a distance of 60.00 feet to a point on the Northerly continuation of the Easterly line of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 384, Page 577 of the Erie County Deed Records and the principal place of beginning;

1. Thence South 00 deg. 05' 26" East along Northerly continuation of the Easterly line of Fidler's land, a distance of 80.29 feet to 3/4" iron pin found at said Fidler's Northeasterly
CT# 92869

corner;

2. Thence North 60 deg. 55' 04" West along said Fidler's Northeasterly line, a distance of 200.04 feet to 1/2" iron pin set at the Northwesterly corner of lands now or formerly owned by Robert G. and Gloria A. Fidler, as recorded in Volume 383, Page 28 of the Erie County Deed Records;

3. Thence South 84 deg. 27' 40" East, a distance of 175.51 feet to the principal place of beginning and containing 0.1610 acres of land, but subject to all legal highways, easements, and restrictions of record.

Bearings are assumed and used to indicate angles only.

This description was prepared by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio on December 21, 1994 from an actual survey of the premises dated April 14, 1994 from an actual survey of the premises dated April 14, 1994, by Baharoglu and Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340.

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 4th day of March, 2016, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to Mechanics Bank (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

3319 Cleveland Road West, Huron, OH 44839

Property Address

The Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases the Borrower's monthly payments will be lower.

ADDITIONAL COVENANTS. In addition to the covenant and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 3.500%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of April, 2026, and on that day of the month every 12 months thereafter. My interest rate cannot be changed by more than two (2) percentage point(s) at any Change Date. Further, my interest rate will never be greater than nine and one half (9.50) percent nor less than four and ninety-nine hundredths (4.99) percent. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an "Index." The Index is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one (1) years, as made available by the Federal Reserve Board. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and 50/100 percentage points (3.50000%) to the current Index. The sum will be my new interest rate.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payments by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

- (i) the new interest rate on my loan as of the Change Date;
- (ii) the amount of my monthly payment following the Change Date;
- (iii) any additional matters which the Note Holder is required to disclose; and
- (iv) the title and telephone of a person who will answer any question I may have regarding the notice.

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens.

Borrower shall pay all taxes, assessments, and other charges, fines and attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien of forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of the notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law, Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal Law.

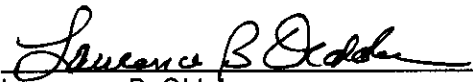
If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

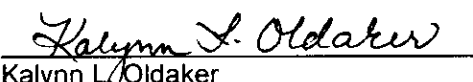
Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

In Witness Whereof, Borrower has executed this Adjustable Rate Rider.


Lawrence B. Oldaker


Kalynn L. Oldaker

(Sign original Only)

~~Return To:~~ Loan Operations, Civista Bank, 303 Howard Dr., Sandusky, OH 44870

OPEN-END MORTGAGE
(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is January 20, 2017. The parties and their addresses are:

MORTGAGOR:

LAWRENCE B OLDAKER

Husband and Wife

3319 CLEVELAND RD W

HURON OH 44839

KALYNN L OLDAKER

Husband and Wife

3319 CLEVELAND RD W

HURON OH 44839

LENDER:

CIVISTA BANK

Organized and existing under the laws of Ohio

100 East Water St.

Sandusky, OH 44870

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Line of Credit. "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

SEE ATTACHED EXHIBIT A

The property is located in Erie County at 3319 CLEVELAND RD W, HURON, Ohio 44839.

LAWRENCE B OLDAKER

Ohio **Mortgage**

OH/4W24SMCAM0044170000109403
8012017Y

Wolters Kluwer Financial
Services ©1996, 2017
Bankers Systems™

Page 1

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$70,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 10031655, dated January 20, 2017, from Mortgagor to Lender, with a maximum credit limit of \$70,000.00 and maturing on January 21, 2032.

B. Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Line of Credit, is void and ineffective as to this Line of Credit, including any extension or refinancing.

LAWRENCE B OLDAKER

Ohio Mortgage

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Page 2

The Line of Credit is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

9. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

10. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of

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Page 3

noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

14. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

15. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.

B. Payments. Any party obligated on the Secured Debts fails to make a payment when due.

C. Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property.

16. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of an Event of Default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

LAWRENCE B OLDAKER

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Page 4

17. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, valuating, appraising, preserving, or otherwise protecting the Property and Lender's security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Expenses include (unless prohibited by law) reasonable attorneys' fees, court costs, and other legal expenses. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor. This Security Instrument will remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.
- C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for

LAWRENCE B OLDAKER

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Page 5

damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

21. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.

23. OTHER TERMS. The following are applicable to this Security Instrument:

A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

B. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

LAWRENCE B OLDAKER

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Page 6

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Ohio, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

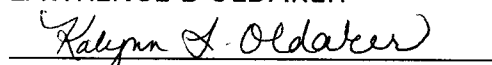
27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

28. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:


LAWRENCE B OLDAKER


KALYNN L OLDAKER

LAWRENCE B OLDAKER

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Page 7

ACKNOWLEDGMENT.

State OF Ohio, County OF Erie ss.
 This instrument was acknowledged before me this 30th day of
January, 2017 by LAWRENCE B OLDAKER, Husband and Wife,
 and KALYNN L OLDAKER, Husband and Wife.

My commission expires:

July 7, 2019

Shannon Chambers
 (Notary Public)



**SHANNON
 CHAMBERS**
 NOTARY PUBLIC.
 STATE OF OHIO
 My Commission
 Expires
 July 7, 2019

This instrument was prepared by CIVISTA BANK, 100 E WATER STREET,
 SANDUSKY, OH 44870

LAWRENCE B OLDAKER

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Page 8

EXHIBIT A

SITUATED IN THE TOWNSHIP OF HURON, COUNTY OF ERIE, AND STATE OF OHIO:

AND BEING PART OF THE WEST ONE-HALF (1/2) OF OUTLOT NO. 26, SECTION NO. 3, HURON TOWNSHIP, ERIE COUNTY, STATE OF OHIO AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF THE CLEVELAND-SANDUSKY ROAD, SAID POINT BEING 812.34 FEET EASTERLY FROM THE INTERSECTION OF THE CENTERLINE OF CAMP ROAD WITH THE CENTERLINE OF THE CLEVELAND-SANDUSKY ROAD;

THENCE NORTH 0 DEG. 03' EAST AND PASSING THROUGH AN IRON PIN IN THE NORTHERLY LINE OF THE CLEVELAND-SANDUSKY ROAD, A DISTANCE OF 229.34 FEET TO AN IRON PIN;

THENCE SOUTH 60 DEG. 45' EAST PARALLEL WITH THE CENTERLINE OF THE CLEVELAND-SANDUSKY ROAD, A DISTANCE OF 100.0 FEET TO AN IRON PIN;

THENCE SOUTH 0 DEG. 03' WEST AND PASSING THROUGH AN IRON PIN IN THE NORTHERLY LINE OF THE CLEVELAND-SANDUSKY ROAD, A DISTANCE OF 229.34 FEET TO A POINT IN THE CENTERLINE OF SAID ROAD;

THENCE NORTH 60 DEG. 45' WEST ALONG THE CENTERLINE OF SAID ROAD, A DISTANCE OF 100.0 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.4591 ACRE MORE OR LESS.

PPN: 39.00212.000

LAWRENCE B. OLDAKER AND KALYNN L. OLDAKER, A JOINT LIFE ESTATE WITH REMAINDER OVER IN FEE SIMPLE TO THE SURVIVOR OF THEM

52348385

EXHIBIT A
(continued)

3319 CLEVELAND ROAD WEST, HURON OH 44839
Loan Reference Number : 10031655/103-OLDAKER
First American Order No: 52348385
Identifier: L/

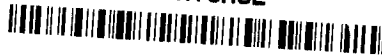


When Recorded, Return to:
First American Mortgage Services
1100 Superior Avenue, Suite 200
Cleveland, OHIO 44114

 **OLDAKER**
52348385

OH

FIRST AMERICAN ELS
OPEN END MORTGAGE



EASEMENT

VOL. 306 PAGE 79

KNOW ALL MEN BY THESE PRESENTS, that DALE BARDSHAR and ELIZABETH BARDSHAR, (Husband and Wife) the Grantors, in consideration of One Dollars (\$⁰⁰/₁₀₀) paid by the COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, the Grantees, the receipt of which is hereby acknowledged, do hereby grant to the said Grantees, their successors and assigns, the right and easement to construct, install, maintain, operate, repair, remove and replace a water main or mains, with all necessary fittings and valves, in and upon the following-described property, to-wit:

Situated in Sec. 3, Lot 26, Huron Twp., Erie County, Ohio and being a strip of land 36 $\frac{1}{2}$ feet in width, the northerly line of which binds on the C/L of the Cleveland-Sandusky Road and extends from the westerly property line to the easterly property line of the Grantor a distance of 662.29 feet on the C/L of said road.

Also the right and easement to move onto said land, and there to use and operate, such machinery and equipment as may be required, from time to time, for the constructing, installing, maintaining, operating, repairing, removing or replacing of such water main or mains, including fittings and valves.

TO HAVE AND TO HOLD said right and easement unto the said Grantees, their successors and assigns, forever.

Provided, however, that such water main or mains shall be buried at least four (4) feet below the surface of the ground; and that all damages to crops, fences or other property of the Grantors caused by the constructing, installing, maintaining, operating, repairing, removing or replacing of such water main or mains by the Grantees, their successors or assigns, shall be repaired or paid for by them.

IN WITNESS WHEREOF, the said DALE BARDSHAR and ELIZABETH BARDSHAR have hereunto set their hands, this 5th day of August 1959.

Signed and Acknowledged
in the Presence of
Elma B. Voight
Dale Bardshar
Elizabeth Bardshar

STATE OF OHIO)
COUNTY OF ERIE) ss:

Before me, a Notary Public in and for said County and State, personally appeared the above-named DALE BARDSHAR and ELIZABETH BARDSHAR, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Huron, Ohio, this 5th day of August 1959.



Elma B. Voight
Notary Public

Prepared by C.A.Voight

ELMA B. VOIGHT, Notary Public
My Commission Expires Jan. 13, 1962

167745
1959 DEC 11 PM 2 56

CARL A. SPEAR
EASEMENT
FROM
DALE & ELIZABETH BARDSHAR
Address R. D. #1
City & State Huron, Ohio
To The
COMMISSIONERS OF ERIE COUNTY, O.
TRANSFERRED
_____, 19____, Auditor
Received Dec. 11th., 1959
at 2:55 o'clock P. M.
Recorded Dec. 14th., 1959
In Erie County
Record of Deeds, Vol. 306 Page 79-80
Carl A. Spear, Recorder
Recorder's Fee, \$No Fee

THE ERIE COUNTY TITLE CO.

24131

KNOW ALL MEN BY THESE PRESENTS, That we, GEORGE FABER and HENRY FABER, both married, the Grantors, for divers good causes and considerations thereunto moving, and especially for the sum of ONE DOLLAR (\$1.00) received to our full satisfaction of THE NEW YORK CENTRAL RAILROAD COMPANY, a corporation of the State of Ohio and other States whose post office address is 718 B. of L. E. Building, Cleveland, Ohio, the Grantee, have given, granted, remised, released and forever quitclaimed, and do by these presents absolutely give, grant, remise, release and forever quitclaim unto the said Grantee, its successors and assigns forever, all such right and title as we, the said Grantors, 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 as being a part of Lot Twenty-six (26) in Section Three (3) of said Township, and further known as being a strip of land 100 feet in width, being 50 feet on each side of the original center line of the railroad of the Grantee herein, extending across those certain 30-acre and 23-acre tracts of land in said Lot 26 and in Lot 29 which were set off to Harvey Curtis and Polly Curtis, respectively, in Partition Proceedings in the Huron County, Ohio, Court of Common Pleas, as recorded in Partition Record Volume 3, Pages 276-279, of said Court, and being the same strip of land 100 feet in width which was released by said Harvey Curtis to Junction Railroad Company, a predecessor of the Grantee herein, by Release dated October 17, 1851, and containing 1.274 acres, more or less.

TO HAVE AND TO HOLD the premises aforesaid with the privileges and appurtenances thereunto belonging unto the said Grantee, its successors and assigns, forever.

And for valuable consideration, we, MATILDA FABER, wife of said George Faber, and MARY C. FABER, wife of said Henry Faber, do hereby remise, release and forever quitclaim unto the said Grantee, its successors and assigns, all our right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF, we have hereunto set our hands, the 2nd day of November, in the year of our Lord one thousand nine hundred and forty-six.

Signed and acknowledged in the presence of:

Anna K. Nier
Anna K. Nier
Jas. F. Flynn
Jas. F. Flynn

George Faber
George Faber
Matilda Faber
Matilda Faber
Henry L. Faber
Henry Faber
Mary C. Faber
Mary C. Faber

STATE OF OHIO)
COUNTY OF ERIE) ss.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named GEORGE FABER and MATILDA FABER, husband and wife, and HENRY

FABER and MARY C. FABER, 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 2nd day of November, A. D. 1946.



Anna K. Nier
(Anna K. Nier) Notary Public

My Commission expires Sep. 14, 1947

98050

1946 NOV 4 AM 9 50

Recorded December 26th, 1946 in
Erie County Deed Records.

Vol. Page

Carl A. Speir, Recorder.

Geo. J. O'Connell

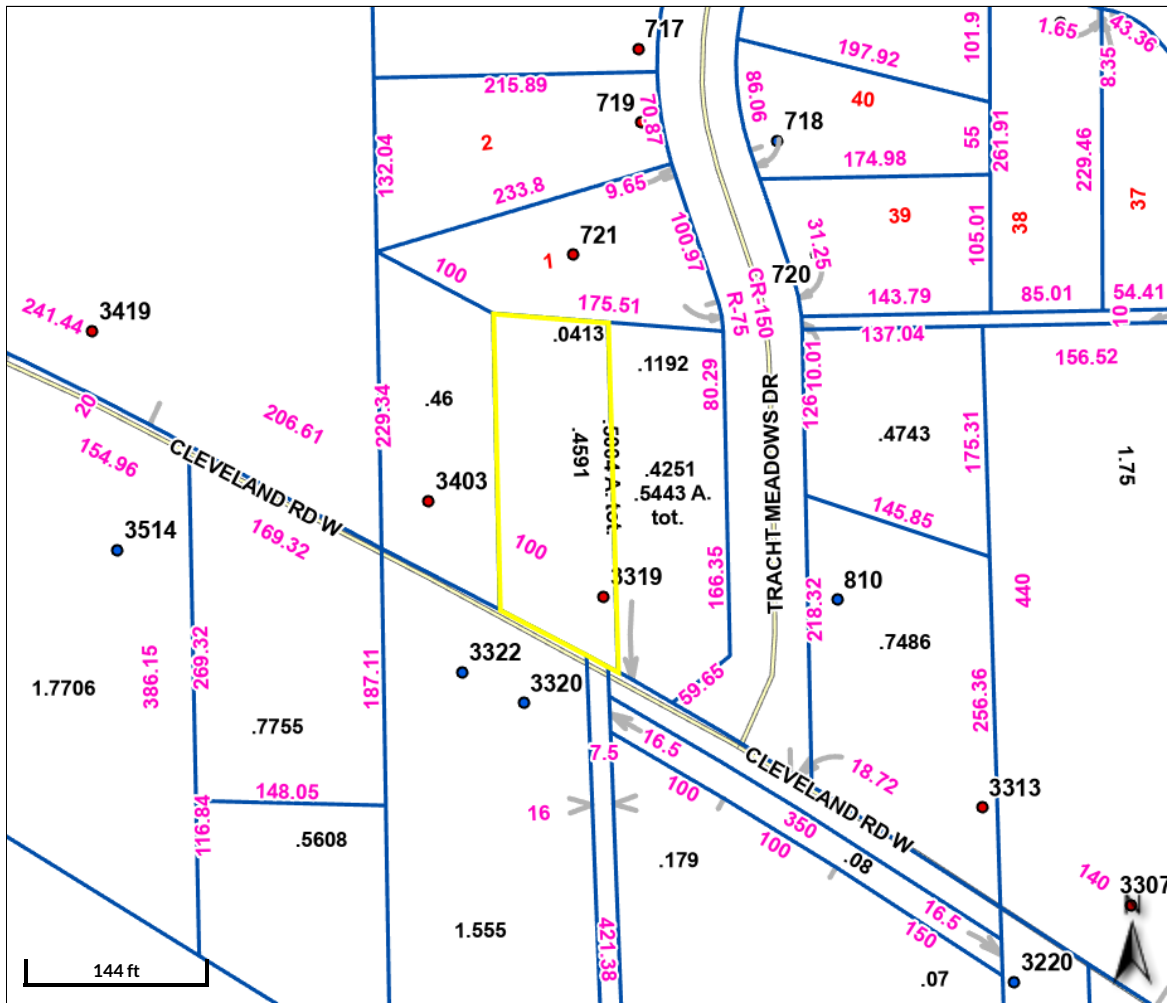
10/1/46

135 Tail

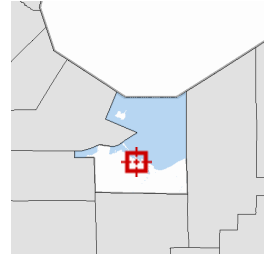


Richard H. Jeffrey

ERIE COUNTY AUDITOR | ERIE COUNTY, OHIO



Overview



Legend

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

Parcel ID	39-00212.000	Acreage	0.5004	Last 2 Date	Price	Vol/Page
Owner	OLDAKER LAWRENCE B & KALYNN L (Owner Address)			Sales	3/8/2016	\$155000 201601833/
	OLDAKER LAWRENCE B & KALYNN L (Tax Payer Address)				3/8/2016	201601832/
Property Address	3319 CLEVELAND HURON					

Date created: 11/24/2023
Last Data Uploaded: 11/24/2023 3:17:24 AM

Developed by Schneider
GEOSPATIAL

Summary

Parcel Number	39-00212.000
Map Number	39166100001
Location Address	3319 CLEVELAND
Legal Acres	0.5004
Legal Description	3 L26 N OF CLEVE SANDUSKY RD .5004A (Note: Not to be used on legal documents.)
Neighborhood	03900-RES-HURON TWP-HURON
Tax District	39-HURON TOWNSHIP - HURON CSD
School District	HURON CSD
Homestead Reduction	NO
Owner Occupancy Credit	YES
Foreclosure	NO
Land Use	510-SINGLE FAMILY DWELLING (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

Owner Address	Tax Payer Address
OLDAKER LAWRENCE B & KALYNN L	OLDAKER LAWRENCE B & KALYNN L
3319 CLEVELAND ROAD W	3319 CLEVELAND RD W
HURON OH 44839	HURON OH 44839

Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Unit Rate	Appraised Value (100%)
HF-HOMESITE FRACTIONAL ACREAGE [F	0.54	0	0	0	137%	32000	\$23,670
Total	0.5400						\$23,670

Dwellings

Card	1	Heating	Central Heat
Number of Stories	1	Cooling	Central AC
Style	01-SINGLE FAMILY	Basement	FULL
Year Built	1967	Attic	0
Year Remodeled	0	Finished Living Area	1542
Rooms	9	First Floor Area	1542
Bedrooms	3	Upper Floor Area	0
Full Bath	2	Half Floor Area	0
Half Bath	0	Finished Basement Area	1458
Family Rooms	0	Total Basement Area	1588
Dining Rooms	0	Fireplace Openings	1
Grade	C	Fireplace Stack Count	1
Grade Adjustment	100.0000	Value	
Condition	AV-AVERAGE		

Additions

Card 1

Line	Description	Area	Appraised Value (100%)
1	EFP-ENCLOSED FR PORCH	130	\$3,900
2	FRGAR-FR ATTCH GARAGE	456	\$9,120
3	P-PATIO (ATTCH)	376	\$6,768
4	BGAR-BASEMENT GARAGE	0	\$500

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	\$23,670	\$23,670	\$23,670	\$23,670	\$23,670
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$122,110	\$122,110	\$111,470	\$111,470	\$111,470
Total Value (Appraised 100%)	\$145,780	\$145,780	\$135,140	\$135,140	\$135,140

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	\$8,280	\$8,280	\$8,280	\$8,280	\$8,280
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$42,740	\$42,740	\$39,010	\$39,010	\$39,010
Total Value (Assessed 35%)	\$51,020	\$51,020	\$47,290	\$47,290	\$47,290

Tax Year

(click for detail)

	Prior Charges	Full Year Total	Payments	Uncollectable	Half Year Due	Full Year Due
☐ 2022 Pay 2023	\$0.00	\$2,078.92	\$2,078.92		\$0.00	\$0.00

2022 Pay 2023 Tax Details

	1st Half	2nd Half	Total
Gross Charge:	\$2,356.87	\$2,356.87	\$4,713.74
Reduction Factor:	(\$1,188.36)	(\$1,188.36)	(\$2,376.72)
Non Business Credit:	(\$103.23)	(\$103.23)	(\$206.46)
Owner Occupancy Credit:	(\$25.82)	(\$25.82)	(\$51.64)
Homestead Reduction:	\$0.00	\$0.00	\$0.00
Total RE Taxes:	\$1,039.46	\$1,039.46	\$2,078.92
Special Assessments:	\$0.00	\$0.00	\$0.00
Penalties:	\$0.00		
Interest:	\$0.00		
☐ Delinquent:	\$0.00	\$0.00	\$0.00
Total Taxes:	\$1,039.46	\$1,039.46	\$2,078.92
Net Paid:	(\$1,039.46)	(\$1,039.46)	(\$2,078.92)
Surplus:	\$0.00	\$0.00	\$0.00
Refunded:	\$0.00	\$0.00	\$0.00
Uncollectable:	\$0.00	\$0.00	\$0.00
Net Due:	\$0.00	\$0.00	\$0.00

☐ 2021 Pay 2022	\$0.00	\$2,072.96	\$2,072.96		\$0.00	\$0.00
☐ 2020 Pay 2021	\$0.00	\$1,969.78	\$1,969.78		\$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
6/20/2023	\$1,039.46
2/9/2023	\$1,039.46
6/27/2022	\$1,036.48
2/2/2022	\$1,036.48
6/23/2021	\$984.89
2/10/2021	\$984.89
7/7/2020	\$1,021.76
1/29/2020	\$1,021.76
6/26/2019	\$1,027.28
1/23/2019	\$1,027.28
6/23/2018	\$1,086.65
1/24/2018	\$1,086.65
6/27/2017	\$883.41
1/25/2017	\$883.41
3/9/2016	\$1,823.64

Sales

Sale Date	Sale Price	Seller	Buyer	No. of Properties
3/8/2016	\$0	FIDLER ROBERT G TRUSTEE	FIDLER ROBERT G JR SUCCESSOR TRUSTEE	2
3/8/2016	\$155,000	FIDLER ROBERT G JR SUCCESSOR TRUSTEE	OLDAKER LAWRENCE B & KALYNN L	2
1/13/2010	\$0	FIDLER ROBERT G & GLORIA	FIDLER ROBERT G TRUSTEE	4
1/23/1995	\$0	FIDLER ROBERT G & GLORIA	FIDLER ROBERT G & GLORIA	2
1/23/1995	\$0	FIDLER ROBERT G & GLORIA	FIDLER ROBERT G & GLORIA	1
1/1/1950	\$0	UNKNOWN	FIDLER ROBERT G & GLORIA	0

Recent Sales In Area

Sale date range:

From: 11/24/2020

To: 11/24/2023

Sales by Neighborhood

1500

Feet

▼

Sales by Distance

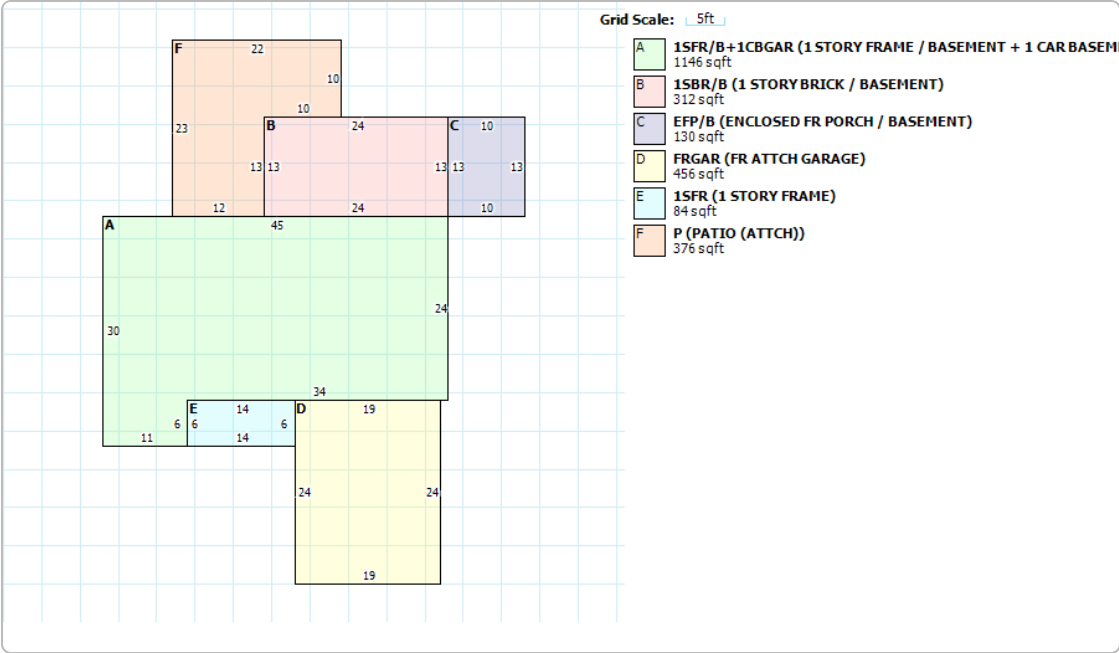
Historical Grand List

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

39-00212.000 (PDF)

Sketches

Note: Sketch items labeled O1 through O9 are Other Improvements and more detail about these items can be found under the Improvements tab.
Click [HERE](#) for Sketch Codes and Descriptions



Map



Property Card

Property Card

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

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