RE 46

Rev. June 2019

TITLE REPORT

C/R/S

PARCEL

ERI-US 0006 Connectivity Corridor

39-00213.000

PID <u>116570</u>

□ 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.
- 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: 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, excepting therefrom 0.0340 of an acre of land (parcel No. 2 on deed) and further identified as Auditor's Parcel No. 39-00213.000.

Auditor's Parcel No. 39-00212.000 is contiguous, but will be shown on a separate report.

0.5443 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 \$1

\$124,000.00

Open-End Mortgage

#### (3-B) LEASES

Name & Address Commercial/Residential Term

None found or record

(0.6)	E46=1:-	NITO.					
(3-C)	EASEME	<u>:NIS</u>					
Name & A	ddress					Туре	
County Co 2900 Colui Deed Volu	mmissione mbus Ave. me 306, P	lizabeth Bardshar, h ers of Erie County, C , Sandusky, OH 448 age 79 filed on 12/1 if in take area	Ohio 379			Utility	Easement
Ohio Edisc 76 S. Main O.R. Volun	on Compar St., Akror ne 208, Pa	Gloria A. Fidler, hus ny, an Ohio corporat n, OH 44308 nge 158 filed on 1/20 if in take area	ion (now FirstEnerg	y Corp.)		Utility	Easement
(4)	DEFECT	S IN TITLE-IRREGU	JLARITIES-COMM	ENTS (Record o	r Off Record)		
of 0.5443 of No. 3 on the 39-00212.0	of an acre. ne Vesting 2000. (Note No. 2010 ns are inco	This discrepancy in	n acreage can be att rear of the subject p re was not searched nt No. 200909545 co cel No. 39-00213.00	ributed to the coroperty and the das part of this onvey the correhas a 912.34'	onveyance of a 0. e contiguous propereport) ect property, but the ead-in. arcel number, des	161 of an ac erty known a e APNs liste	_
AUD. PAR	. NO(S)	Land	Building		Total	Т	axes
39-00213.0	000	\$22,190.00	\$1,900.00		\$24,090.00	\$	176.27 per half
1 <sup>st</sup> Half 2022: 2 <sup>nd</sup> Half 2022 100% Values	: PAID						
(6)	CAUV (C	urrent Agricultural	Use Value)				
	Is the pro	perty under the CAL ts:	JV Program: Yes:	□ No: ⊠			
	N/A						

those of record matters personally known by the undersigned pertaining to Parcel(s) 39-00213.000 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. 11/20/2023 at 7:59 AM (am/pm) Date & Time Demo Signed Paul Minello Print Name O. R. Colan Associates **UPDATE TITLE BLOCK** This Title Report covers the time period from to . The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally 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

This Title Report covers the time period from <u>4/2/1904</u> to <u>11/20/2023</u>. 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

# OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

Page 1 of 4

DIST 3

CRS

ERI-US 0006 Connectivity Corridor

PARCEL

39-00213.000

PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument					
Grantor	Grantee	Dute Bigned	Date & Time Recorded	voidine/i age	Conveyance rec	Type instrument					
		Brief Land Description & Remarks									
				L	h 00	L					
Robert G. Fidler, Jr., Successor Trustee of The	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					
Robert G. Fidler, Sr. Trust dated December 18, 2009	Fee	26, Section N	n as being part of Outlot No. refrom 0.0340 of an acre of								
Fee		land. (Parcel No. 2 on deed)									
Robert G. Fidler, Sr., Trustee of the Robert G. Fidler, Sr.,	Successor Trustee of The	2/26/2016	3/8/2016 at 1:20 PM	Instrument No. 201601832	Exempt	Affidavit of Trustee on Transfer of Real Property					
Trust dated December 18, 2009		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, excepting therefrom 0.0340 of an acre of land. (Parcel No. 2 on deed)									
Fee	Fee		····,								
Robert G. Fidler, an unmarried man	Robert G. Fidler, Sr., Trustee of the Robert G. Fidler, Sr.	12/28/2009		Instrument No. 201000275	Exempt	Quit Claim Deed					
Fee	Trust Fee	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, excepting therefrom 0.0340 of an acre of land. (Parcel No. 3 on deed)									
			al description is incorrect, PN 39-00212.000 has a 81			cel No. 2 without the s a 912.34 lead-in with the					

# OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

Page 2 of 4

DIST

3

CRS

ERI-US 0006 Connectivity Corridor

PARCEL

39-00213.000

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.	e of Ohio and known r less. (Exhibit B on	n as being part of Outlot No. deed)							
		Note: the legal description on the deed lists Exhibit B as APN 39-00212.000, however the correct A this legal description is APN 39-00213.000.								
Florence K. Martin, husband	Robert Gordon Fidler and Gloria Ann Fidler, husband	5/25/1968	6/4/1968 at 11:30 AM	Deed Volume 384, Page 577		Warranty Deed with Survivorship Covenants				
and wife	and wife	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.								
Fee	Fee									
Dale M. Bardshar and Elizabeth M. Bardshar,	George Martin, Jr. and Florence K. Martin	2/22/1967	4/27/1967 at 10:01 AM	Deed Volume 374, Page 94	\$4.40	Warranty Deed				
husband and wife Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Outlot 26, Section No. 3, and containing 0.4591 of an acre, more or less.								
· · · · · · · · · · · · · · · · · · ·	Dale M. Bardshar and Elizabeth M. Bardshar,	5/12/1964		Deed Volume 345, Page 515		Warranty Deed with Survivorship Covenants				
Fee	husband and wife Fee		e Township of Huron, Cou & 29, in Section No. 3, and			n as being part of Original				

# OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

Page 3 of 4

DIST

3

CRS

ERI-US 0006 Connectivity Corridor

**PARCEL** 

39-00213.000

PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
David J. Hacker, Sr. and Elnora Hacker, husband and	Joseph J. Faber and Mary E. Faber, husband and wife	10/13/1961	10/13/1961 at 11:39 AM	Deed Volume 321, Page 250		Warranty Deed with Survivorship Covenants
wife Fee	Fee		e Township of Huron, Cou & 29, in Section No. 3, and			
Joseph J. Faber and Mary E. Faber, husband and wife	David J. Hacker, Sr. and Elnora Hacker, husband and	10/13/1961	10/13/1961 at 11:38 AM	Deed Volume 321, Page 247	Exempt	Warranty Deed
Fee	wife Fee		e Township of Huron, Cou & 29, in Section No. 3, and			
Henry Faber and Mary C. Faber, his wife	Joseph J. Faber and Mary E. Faber, husband and wife	4/28/1952	5/22/1952 at 2:49 PM	Deed Volume 233, Page 79	Exempt	Quit Claim Deed
Und. ⅓ Int.	Und. ½ Int.		to Township of Huron, Cout 29, in Section No. 3, and			n as being part of Original
George Faber, married	Joseph J. Faber and Mary E. Faber, husband and wife	1/26/1942		Deed Volume 169, Page 498	\$2.20	Quit Claim Deed
Und. ½ Int.	Und. ½ Int.		e Township of Huron, Cou t 29, in Section No. 3, and			n as being part of Original
Matilda Faber releases dower						

# OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

Page 4 of 4

DIST

3

CRS

ERI-US 0006 Connectivity Corridor

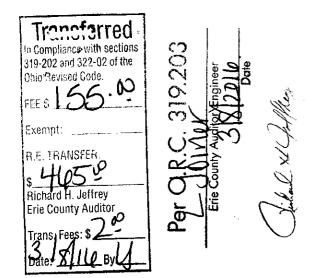
PARCEL

39-00213.000

PID 1

116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Joseph Faber, married	George Faber and Henry Faber	3/23/1912	3/25/1912 at 1:25 PM	Deed Volume 90, Page 451	None Shown	Warranty Deed
Fee	Fee		e Township of Huron, Cou & 29, in Section No. 3, and			
Rosa Faber releases dower						
August Heminger, married	Joseph Faber	3/21/1904	4/2/1904 at 9:15 AM	Deed Volume 77, Page 6	None Shown	Warranty Deed
Fee	Fee	Lot Nos. 26 &	e Township of Huron, Cou & 29, in Section No. 3, and hore Electric Railway Com	containing 49 acres		
Mary Heminger releases dower		to the Lake S	nore Electric Ranway Com	ipany.		
					1	



RN: 201601833 Page 1 of 6 Erie County Recorder BARBARA A. SESSLER Recording Fee: \$60.00 Recorded 03/08/2016 01:20:10 PN

# 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

Robert G. Fidler, Jr.,

Successor Trustee

STATE OF OHIO, ss. COUNTY OF ERIE,

Executed and acknowledged before me on the 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** 

VALLIAM H. SMITH JR., Attor Notery Public - State of C My Commission Has No Expire.

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 fee 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 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;
- 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.

RN: 201601832 Page 1 of 9 Erie County Recorder BARBARA A. SESSLER Recording Fee: \$104.00 Recorded 03/08/2016 01:20:10 P

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 saieth 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 26 day of February 2016.

MILLIAM H. SMITH JR., Attorney Notary Public - State of Chio 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 28<sup>th</sup> 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 Truste 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. <u>Rights of Grantor</u>. During Grantor's lifetime, he shall have the following rights:

Exhibit A p. 10+3

- 3.2. <u>Disposition of Personal Effects and Heirlooms.</u> 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. <u>Powers of Trustee.</u> 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. 20f3 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. <u>Corporate Transactions</u>. 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.
- l. <u>Purchase, Sale and Disposition of Property</u>. 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.

8

RN: 201600098 Page 1 046 Erie County Recorder BARBARA A. SESSLER Recording Fee: \$80.00 Recorded 01/06/2016 02:35:08 PA

## 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 3o 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 fee 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 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;

  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;

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.

RN: 201000275 Page 1 of 7 ERIE COUNTY OHIO RECORDER, Barbara A. Sessler Recording Fee: \$68.00 Recorded 01/13/2010 Time 11:45:35AM

In Compliance with sections 319-202 and 322-22 of the Ohio Revised Jone

FEE: \$

EXEMPT:

R.E. THANSFER.

\$
Thomas J. Paul Ene County Auditor

Trans. Fees: \$

Date: / //3///By: County Auditor

Trans. Fees: \$

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.

a later

Kobert G. Fidler

**GRANTOR:** 

RN: 201000275 Page 2 of 7

STATE OF OHIO ) : SS: COUNTY OF ERIE )

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

DEAN S. LUCAL
NOTART PUBLIC - STATE OF OMO
TO COMMISSION IAS NO ESPRAFION DATE
SECTION 147.43 I.C.

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 RN: 201000275 Page 3 of 7

#### **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

RN: 201000275 Page 4 of 7

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 ¾" 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 and the principal place of beginning;

- 1. Thence South 00° 05' 26" East along northerly continuation of the easterly line of Fidler's land, a distance of 80.29 feet to a ¾" iron pin found at said Fidler's northeasterly corner;
- 2. Thence North 60° 55' 04" West along said Fidler's northeasterly line, a distance of 200.04 feet to a ½" 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° 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.

RN: 201000275 Page 5 of 7

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 fee 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 34" 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 Eric 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 Eric 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 Eric 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.

RN: 201000275 Page 7 of 7

### 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

RN: 200909545 Page 1 of 6 ERIE COUNTY OHIO RECORDER, Barbara A. Sessler

Recording Fee: \$72.00 Recorded 10/27/2009 Time 11:16:05AM

Iransferred In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code FEE: \$ **EXEMPT** R.E. TRANSFER: Thomas J. Paul **Ene County Auditor** Trans. Fees: \$

APPROVED as per Eric County Requirements And Sections 4733-37 thru 4733-37-07 of the Onio Agministrature Code only. No Field Verifications for Accuracy made.

FIDAVIT OF JOINT SURVIVOR FOR

State of Ohio	)
	) ss:
County of Erie	)

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

- 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.
- That one of said parcels of real property is located at 1315 Lake Wilmer, 2. 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.
- That one of said parcels of real property is located at 3319 Cleveland Road 3. 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, Oho, 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.

RN: 200909545 Page 2 of 6

- 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.

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 17 day of October , 2009.

DEAN S. LUCAL

NOTARY PUBLIC - STATE OF OHIONotary Public

NY 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.

RN: 200909545 Page 3 of 6

### "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

RN: 200909545 Page 4 of 6

### "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

RN: 200909545 Page 5 of 6

#### "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 fee 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

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15. Father's Nam	DURKI	N					16. Mother's DOROT	ΉΥΪ	<b>FUHRE</b>	R				<u> </u>
17a. Informant's ROBERT		ER					17b. Relation		Decedent	17c. Mailing /				City, State, Zip C
18a Place of De Hospital -	eath				***					HURON				
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27. Name (Last, F	First, Midd	lle) and Add	ress of Per	son who (	Completed Ca	use of De	ath	33	.00023	9	Se	pter	nber	15, 20
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Immediate Cause	one cause of	n each line. Ty	pe or print in	permanent	blue or black in	k.			· · · · · · · · · · · · · · · · · · ·				Between	Onset and Dea
(Final disease or cond resulting in death)	A	cute	Isc	aemi	c Str	oke							two	days
Sequentially list conditions, if any,	b. (	Due to (or a	s Consequ	ence of)										44
leading to immedia cause.		Oue to (or a			achyc	ard	La			*****			FWO	days
Enter <b>Underlying</b> (Disease or injury	10	oron	ary	Arte	ry Di	seas	se						ten	years
initiated events rei									<b></b>					
Part II. Other signifi	can condi	tions contribu	uting to dea	h but not n	sulting in the	underlying	cause given in Pr	ert I.		29a. Was An /	lutonev	205 144	ara Autora	y Findings
						•	•			Performed?		Availat Cause	de Prior To of Death?	Completion C
30. Did Tobacco	Use Con	tribute to D	eath?   31	, If Femal	e, Pregnanci	Status				☐ Yes 🔀			Mo No	Not Applica
30. Did Tobacco		Unknown		Pregnar	nt at time of	death				Natural		ב ב	] Homicid	
No No	(	Probably	, [	Not pre	gnant, but pi	regnant 4:	ithin 42 days o 3 days to 1 yea		death	Accident Suicide			_ `	i investigation ot be determin
33a. Date of Injur	y (Mo/Day	y/Year) 33	3b. Time (		vn if pregnan 33c. Place o			home,	constructio	n site, restauran	t, woode	d area)	33d. Inj	ury at Work?
}													□ Y	es No
	Injury (St	reet and Nu	imber or F	tural Rout	e Number, C	ity or Tov	m, State)							
33e. Location of													on Injury, S	
33e. Location of	w Injury C	>ccurred:								Othe	•	L	L GORDON	Passenge
		>ccurred:								□Oth	•		- 40000181	Passenge
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COPY TO THE OF THE OFFICE HEALTH.

SP 21 09 0 0 7 0 7 3

MARIA SE STATISTICA REGISTRAR

FALST STATISTICS

WILLIAM SERVE SERVER

That we, George Martin, Jr. and Florence K. Martin, husband and wife,

received to our full satisfaction of

Robert Gorden Fidler and Gloria Ann Fidler, husband and wife

the Grantees.

whose TAX MAILING ADDRESS will be 3319 Cleveland Road West, Huron, Ohio 44839

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:

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.

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

On Haue and to Hold the above granted and bargained promises, 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 Grantor s the true and lawful owners are 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 transfer, and further, that said Grantor s will warrant and defend the same against all claims of all persons whatsoever, except as hereinbefore provided. In Witness Whereof we our hands , the have hereunto set Like day of , in the year of our Lord one thousand nine hundred and sixty-eight Signed and acknowledged in presence of State of Ohio | ss. notary public Before me, a ERIE County, in and for said County and State, personally appeared the above named George Martin, Jr. and Florence K. Martin who acknowledged that did sign the foregoing instrument and that the same is free act and deed. their In Testimony Whereof, I have hereunto set my hand and official seal, at Thuron, Ohio this mentil day of Mar RETTA R. HENRY, Notary Pobli OUNT! My Commission Expires July 31, 1970 This instrument prepared by Ralph C. 68 in 8961 ONTHE PAGE 6 RECORD RALPH C. PISANO West ATTORNEY AT LAW STATE OF OHIO .id Road P Sth., Gorden Fidler A 1330 clock Ann Fidler RECORDED June Cleveland RECEIVED FOR 381 RECORDERS FEE George Mar Gloria DEED BOOK 3319 C. Huron,

# Know All Men By These Presents.

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

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

George Martin, Jr. and Florence K. Martin

the Grantee's , whose TAX MAILING ADDRESS will be

212 Mansfield Avenue, Huron, Ohio - 44839

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

Being part of the wast one-half (1/2) of Outlot No. 26, Section No. 3, huron Township, Eric 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 912.34 feet easterly from the intersection of the centerline of Camp Road with the centerline of the Cleveland-Sandusky Road; thence north O 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 O 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"

2-24-67 J. S. K.

To have and to hald the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee s, heirs and their assigns forever. And we , Dale M.Bardshar and Elizabeth M. Bardshar the said Grantors, do for oursevles and our heirs, executors and administrators, covenant with the said Grantees, their heirs and assigns, that at and until the ensealing 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 and assessments, if any, now due but not yet payable, and that will Barrant and Befend said premises, with the appurtenances their thereunto belonging, to the said Grantes, their heirs a assigns, against all lawful claims and demands whatsoever except as aforesaid. And for valuable consideration. x-bereby-remissxxrelensex xnd forever quitoolaim unto the said Grantes , heirs and assigns with interesting the said Grantes , described promises . xdo In Witness Whereof, we 22 modern day of February nine hundred and sixty-seven. hands, the have hereunto set our , in the year of our Lord one thousand Signed and acknowledged in presence of Warquar Clizabeth M. Bardshar State of Chio, \ ss. Before me, a Notary Public 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's Sandusky, Ohio day of February and official seal, at 22md Warquar Notary Public This instrument prepared by Lewis L. Marquart of Marquart, Wennes & Marquart Attorneys at Law, 805-807 Feick Building, Sandusky, Ohio. 19 67 67in



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

, the Grantors ,

accinitation in the contraction of the contraction

RANK

, XCIGILINAGI,

xitmoodaxinxities. for the divers good causes and considerations thereunto moving, and especially for

the sum of Ten------Dollars (\$10.00 and other valuable consideration ----

our full satisfaction of received to

Dale M. Bardshar and Elizabeth M. Bardshar

, husband and wife, the Grantees,

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

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 , County of 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 Bardshar, and the provided the provided by the provided the provided by the provided the provided by the p 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 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.

s 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.











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 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 3 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 and expectancy of Bower in the above described premises.

In Mitness Mhereof We have hereunto set our hands, the day of , in the year of our Lord one thousand nine hundred sixty-four Signed and acknowledged in presence of

haron Dehr

State of Ohio

Before me, a

notary public

Erie County,

in and for said County and State, personally appeared the

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

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

In Testimony Mhereof, I have hereunto set my hand and official

Sandusky, Ohio

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

BARDSHAR & DALE

oclock

# now all Menby these?

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

of the Township of Townsend , County of Sandusky

and State of Ohio

Grantor in consideration of the sum of

one dollar and other valuable considerations (\$1.00) - - - - - -

paid by

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

of the Township of Huron

,County of Erie

and State of

Grantees , the receipt whereof is hereby

acknowledged, do

heredy grant, burgain, 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.

Bucinscional association of the

following Real Estate situated in the County of Brie

in the State of

and in the Township

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 (socalled), 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.

PRECEL 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, Eric 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, Eric 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 Bric 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, Eric 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 Address of such survivor forever,

And the said Granter s, David J. Hacker, Sr. and Elnora Hacker,

for themselves and their heirs,

do hereby covenant with the said Grantee.

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

will forever Warrant and Defend the same, with the and that they appurtenances, unto the said Grantee ..

their

heirs and assigns

against the lawful claims of all persons whomsoever

In Witness Whereof the said Granter s, David J. Hacker, Sr. and Elnora Hacker, husband and wife,

who hereby release

their

right . of dower in the premises, huve

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

alph C.

Tugano

David J. Hacker Sr.

The State of OHIO

ERIE

County

SS.

Be it Remembered That on this

13th

day

October

A.D. 19 61 , before me, the subscriber,

notary public

in and for said county, personally came the

above named

David J. Hacker, Sr. and Elnora Hacker

the Grantors

in the foregoing Deed, and acknowledged the signing of the same to be thetr 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. Walsh C. Visano

Relph C. Pisano

RALPH C. PISANO, NOTARY PUBLIC



WARRANTY DEED

# Know all Men by these Presents

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

of the Township of Huron , County of Eric

and State of

Ohio

Grantor , in consideration of the sum of

one dollar and other valuable considerations (\$1.00) - - - - -

us paid by

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

of Townsend

County of Sandueky

and State of

Ohio

Grantee . , the receipt whereof is hereby

acknowledged, do heredy grant, bargain, sell and convey to the said

Grantee ..

their heirs and assigns forever, the

following Real Estate situated in the County of

in the State of

Ohio

and in the

Township

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, Eric County, Ohio, bounded and described as follows:

Beginning in the center line of the Cleveland-Sandusky Road (socalled), 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, Eric 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 lend or marsh formerly owned by the Wyandotte Sporting Club; thence westerly, along said 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 level highways. 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, Eric 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, Frie 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 Eric County Deed Records. Excepting therefrom that portion thereof conveyed to Chester Sinweld 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, Eric 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 Grantore, 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 aforesaid; that the said premises are Free and Clear from all Incumbrances whatsorver 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 s of dower in the premises, hu ve

hereunto set their

hand , this

13th

day of October

in the year of our Lord one thousand nine hundred and elxty-one

(19 61)

Signed and acknowledged in presence of

Patriin & Browne

Jaseph J. Faber Mary E. Faber

The State of OHIO

TRIE

County s

Be it Remembered That on this

13+h

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 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, 1 have hereunto

subscribed my name and affixed my official seal on

the day and year last atofesoid.

Alph C. VISANO KALPH C. PISANO, NOTARY PUBLIC MY COMMISSION EXPIRES APR. 29. 1963

This Instrument Wel-OFrequence

Mel-OP reperied MY COMMISSION EXPIRES APR. 29, 196

THE MITCHING THE TENT AND THE NATY E. Faber and Nary E. Faber and Elocate J. Factor St. and St. J. J. Elocate J. Factor J. J. Elocate J. Eloc

# Know all Men by these Presents

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

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

the Grantee g, 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, Eric County, Ohio, bounded and described as follows:

Beginning in the center line of the Cleveland-Sandusky Road (socalled), 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 thirtysix 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. Un 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,

hereby remise, do release and forever quit-claim unto the said grantee **s**, **their** heirs and assigns, all **my** right and expectancy of **Hower** in the above described premises.

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

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

State of Ohio. County, Erie the above named

ss. Before me, a Notary public in and for said County and State, personally appeared Henry Faber and Mary C. Faber, his wife Notary public

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

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

In Testimony Phereof I have hereunto set my hand and official seal, at this 28thday of April

JOSEPH J. FABER and

E. FABER, husband and

STATE OF OHIO

BRIB

RECEIVED FOR RECORDONTHE

**52** in PAGE at 2:49 o'clock Deeo F

**68** 

PUSSUNG

RECORDERS FEE \$

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 twentynine (29) in section number three (3), in Huron Township, Eric 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 scutherly, along said last mentioned line, a distance of thirty-four hundred forty-seven and fifty hundredths (347.50) 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 appurtemances 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 foreverbarred.

And for valuable consideration I, Matilda Faber, wife of George Faber do hereby remise, release and forever quit-claim unto the said grantem, 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 )

STATE OF OHIO )
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)

Mary E. Carney,

Revenue Stamps \$2.20

Notary Public.

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

Recorded February 17, 1942.

Carl A. Speir,

Fee for Record \$.95

PROOF READ

Recorder.

1 Shard Posa Falux To	George and Alenny Faber
WARRANTY	
now all Men by these Presents: That of frauth Faher	L. de ina on Formatufu Bane Country, Place
······································	
paid by Mungutaberand Denny Faber of secipt whereof is hereby acknowledged, do hereby Grant Bargain, Soll Mangutabers, thereby Change Sall Mangue Sall States, these	in consideration of
paid by Gungu Fakerand Benny Faber of.	eard Surrow Township
ecept whereof is hereby acknowledged, do hereby Grant, Bargain, Soll	and Convey to the said
George Faleriand advancy Labor, there	heirs and assigns forever
I be himsey returned in the country of Brie in the	entroughit of New met mother State of Class and
Sowing primises, setuate in the country of Brie, in the	of the state of th
his so follows.	
Bring the east part of the west one-harf ( d. /2)	) of lots numbers twenty-six (26) and
y-nine (29) in the third section of said township,	town ( a. L. ( ) ) sange town to tom ( 22); beaud
showith by march lands of the west suron of	arting club, on the east by lands belonging
shound a. J. Bardshar, on the south by the sturr	n Road and Sandusky, so-called and on
withy land and primises recupied by Gustanus Gr	aham comprising and containing forty (40)
	, angelian y
so reaces of land, more or less: and being the so	ame primises conveyed to the granter here
warranty-deed from august Hemminger and wij	
go & of the deed records of said county, excepting	always therefrom eight (8) and 32/100
this day sold and conveyed to one heal Everete	đ
	200 UE
The second section is a second section of the section of the section of the second section of the section	
The second secon	
ill the Estate, Title and Interest of the said	/
in Law or in Equity, of, in and to the said premises; Together with all the pr	rivileges and appurtenances to the same belonging, and all the rents, issues
profits thereof; To have and to hold the same to the only proper use of	the said
Bronze Faber and Syny Jales thus	heirs and assigns forever.
And the said and for head he	
George Fales and Beney Taber	
	the true and lawful ownerof the said premises, and hae full
er to convey the same; that the title, so conveyed is Clear, Free and	Unincumbered; and further, that he do Warrant and will
nd the same against all claim, or claims, of all persons whomsoever.	
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IN WITNESS WHEREOF, the said sept Jakenand Rosa Jaken	i, kraismifrisakus misemprelisationi of erijäledlasitä
the and the neufle where of hereby release all the right and expect	tancy of dower in said premises, hard hereunto set Lacar, hand Anthis
day of manth in the year of our	r Lord one thousand nine hundred and described and
CNED AND ACKNOWLEDGED IN PRESENCE OF US:	
***************************************	
ames M. French	Doseph Faber
	i i
Rang and Molan	Rosal Fales
STATE	***************************************
STATE OF OHIO, ERIE COUNTY, ss.	
BE IT REMEMBERED. That on the	day of Mandel in the year of our Lord one thousand
nine hundred and freet last before me the subscriber, a.	In and for said County, personally came
auchly Faber and Rosa Fal	42/
the grantos In the foregoing Deed, and acknowledged the sign	ning thereof to be that would voluntary act, for the uses and
Durnoses therein mentioned	,
IN TESTIMONY WHEREOF, I have hereunto subscrib	bed my name, and affixed my matheward seal, on the
day and year last aforesaid.  ed for Record That 25 198 /2, at 5 o'clock o'h	M. James In French Notary Public
ted Thank 25 198 /24 at o'clock 1	Bettliet & immerman Recorder By & marie Diet Deputy
The second secon	
A Walife	By & mariet diet Deputy

August and Mary Stemminger, Joseph Faber **DV 77** WARRANTY DEED Know all Men by these Presents, That & august Arminger of Perking in consideration of the sum of Six Thousand and Three Standard Dollars in hand poil faler of Staron Township, Ence County Ohio, have bargained and sold, and do hereby grant, bargain, sell and we winto the said heirs and assigns forever, the following premises, situate in the County of End, in the State of Ohion and in the Township of Huron - and bounded and described as follows Being parts of Lote numbered Twenty - six and Twenty - nine (26 % 29) in Duly Three (3), Town xix (4), Range Twenty - two (22) and being the East part of the Hest. (1/2) of said Lots numbered Twenty - six and Twenty - nine (26 and 29) and being the s. premises of which Harvey Curtis died seized and possessed, and being the ear primises conveyed to allew Bardshar, by the heirs of said Harry buty deceased, and conveyed by said allen Bardshar to the grantor him, august Hemminger by deed dated Dec. 4" 1901. Said primise how conveyed containing Forty-nine (49) acres of land mow 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 in bunduded to the Lake Shore Electric Railway Company. Possession of said premises to be given April 1. st , 904 upon payment of the in sederation 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 the 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 1 st, 190 4. To have and to hold said premises, with the appurtenances, unto the said for faver, his heirs and assigns force And the said August Semminger Executor Jaministrytor and Heirs do hereby convenant with the se for himself and lawfully seized of the premises aforesaid heirs and assigns, that that the said premises are free and clear from all incumbrances white and that will squeer warrant and defend the same, with the appurtenances, unto the since the same and assigns, against the lawful claims of all persons whom soever. And be it further known, That a, Mary Stemminger, wife of the above named grantor, in consideration of One Dollar, to mulin hand paid, the receipt whereof is her acknowledged, do hereby remise, release and forever quit-claim to said grantee \_, — Less heirs and essigns. any right, title and interest in and to the above granted premises, either by way of dower or otherwise The the said August Stemming ev and Mary Stem In Testimony Whereof, hereunto set our hands and a 21 day of March Thousand Nine Hundred and Signed, Sealed, Acknowledged and Delivered in presence of August Steminger. s. D. Parker Annal Diegel THE STATE OF OHIO, county. Be it Remembered, That on this Truesty feet day of March before me, Jas. D. Carren , a Notary Public in and his rese, and acknowledged the signing und seats conveyance to be Anis voluntary act and deed for the uses and purposes therein expressed, . In Cestimony Whereof, I hereunto after my official seat, the day and year above written. Received April 2 nd 190 H, at 9:15, A.M. Recorded April 8 th 190 4 CKACH Recorder.

RN: 201601834 Page 1 of 11 Erie County Recorder BARBARA A. SESSLER Recording Fee: \$100.00 Recorded 03/08/2016 01:20:10 P

# **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]

HuronOH44839[City][State[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 I 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 the 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
- 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(co)]	
[X] 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

Kolynn S. 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 de∉d. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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

Um State of Ohio

My Commission Expires: Prepared by: Mechanics Bank

Lender: Loan Originator: Mechanics Bank, NMLS# 469606 Gregory Mumea, NMLS# 475644

Page 6 of 6

# 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 fee 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 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 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 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.

(TREASURY INDEX) - 3/83

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 J. Oldakur

Kalynn L/Oldaker

(Sign original Only)

# EASEMENT

vol. 306 PARE 79

Situated in Sec. 3, Lot 26, Huron Twp., Erie County, Ohio and being a strip of land 36g 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 demages 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.

vol 306 ME 80 IN WITNESS WHEREOF, the seid DALE BARDSHAR and ELIZABETH BARDSHAR have hereunto set their hands, this 5th day of Signed and Acknowledged in the Presence of STATE OF OHIO ) COUNTY OF ERIE) 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 , this 5th day of

Prepared by C.A. Voight

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

CHARGEMENT
FROM

FROM

FROM

THOM STATE BARDSHAR

THANSFERED

THAN

# G5749

KNOW ALL MEN BY THESE PRESENTS:
That ROBERT G. FIDLER and GLORIA A. FIDLER, Husband and Wife
the Grantors, claiming title by virtue of instrument recorded in <u>Volume 384</u> ,
Page 577 of the Deeds of Erie County Records, for and in consideration of
the sum of One Dollar (\$1.00) and other valuable considerations received to their full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, doe hereby grant unto Grantee, its successors and assigns, an easement and right of way together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, in, under an across the following described premises:
Situated in the Township of <u>Huron</u> , County of <u>Erie</u> ,
State of Ohio, and being part of the west 1/2 of Outlot #26, Section #3.
The right of way above referred to is described as follows:
Said easement shall be a strip of land ten feet (10') in width, five feet (5') on each side of a centerline described as follows:
Beginning at the intersection of Grantor's westerly property line and the northerly limits of Cleveland Road right-of-way; thence, in a northerly direction, a distance of approximately five feet (5') to the true place of beginning of said easement. Thence, in an easterly direction, a distance of approximately one hundred feet (100'); thence, in a northerly direction, a distance of approximately one hundred ninety feet (190'); thence, terminating.

In addition to said easement and right of way, the following rights are hereby granted to Ohio Edison Company:

- (1) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way across said premises such cables, wires, pipes, conduits, service pedestals, above-surface and sub-surface transformers, transformer pads, service hand-holes and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the underground distribution of electric current, including communication facilities;
- (2) To enter and pass on, over and across any part of said lot(s) when reasonably necessary for access to and from said right of way, and to use the premises parallel to and adjoining the boundaries of said right of way for piling dirt and for the operation of apparatus, appliances and equipment in exercising any of its rights enumerated herein;
- (3) To trim, cut and remove at any and all times any trees, limbs, roots, underbrush or other obstruction within or near said right of way which may in the judgment of the Grantee interfere with, limit access to or endanger transformers, service pedestals, cables or their appurtenances, or their efficient operation;
- (4) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way and within the street limits cables, wires, pipes, conduits, street light standards and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the operation of street lights.

Grantors reserve the right to use the right of way area, but only for the purpose of planting grass, flowers and ornamental shrubbery and subject to Grantee's rights enumerated herein. In the event Grantee digs up the right of way or a portion thereof, or otherwise uses the right of way for any of the purposes herein enumerated, which requires the removal of said flowers or shrubbery, Grantee shall exercise ordinary care in removing and replanting them but will not assure the continued life of the flowers or shrubbery so removed and replanted.

The easement and rights herein granted are subject to the equal rights of other utilities in that portion of said premises which is designated on the plat of \_ \_ \_ \_ \_ Allotment as " \_ - - \_ \_ for utility purposes." TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances unto said Grantee, its successors and assigns, forever; and the Grantors represent that they are the owners of the above-mentioned premises herein described. IN WITNESS WHEREOF, 15th executed this easement this\_ SIGNED IN THE PRESENCE OF: Signed Darlene Printed STATE OF OHIO Erie COUNTY OF

The foregoing instrument was acknowledged before me this 15th day of Drember. Robert G. Fidler and Gloria A. Fidler , Grantors.

This instrument was prepared by OHIO EDISON COMPANY

KELLY R. GODDARD, Notary Public State of Ohio My Commission Expires 3-10-9 3-10-99

THIS SPACE RESERVED FOR RECORDER'S STAMP

MICRÓFILMED

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 RAHLROAD 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:

Arma V. Nier Zeet Lynn Jas. F. Flynn

Matilda Faber
Matilda Faber

Mary le. Faler Mary le. Faler Mary C. Faber

STATE OF OHIO )

COUNTY OF ERIE )

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)

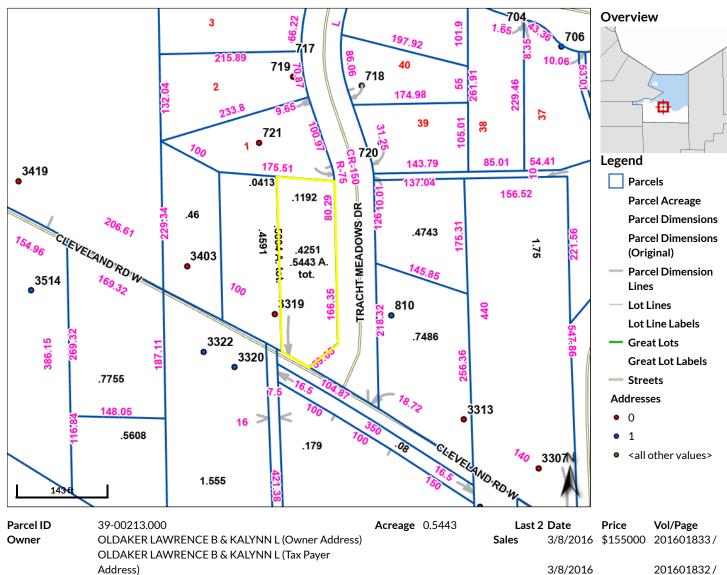
Notary Public

Faber

My Commission expires Sep. 14,1947

Recorded December 26th, 1946 in Erie County Deed Records. Vol. Page Carl A. Speir, Recorder.





Address)

**Property CLEVELAND** Address **HURON** 

Date created: 11/24/2023

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



#### Summary

Parcel Number 39-00213.000 Map Number 39166100035

Location Address CLEVELAND Legal Acres 0.5443

Legal Description 3 L26 N OF CLEVELAND RD .5443A
(Note: Not to be used on legal documents.)
Neighborhood 03900 RES HURON TWR HURON

 Neighborhood
 03900-RES-HURON TWP-HURON

 Tax District
 39-HURON TOWNSHIP - HURON CSD

School District HURON CSD Homestead Reduction NO Owner Occupancy Credit NO Foreclosure NO

Land Use 599-OTHER RESIDENTIAL STRUCTURES

 $(Note: Land\ Use\ is\ for\ valuation\ purposes\ only.\ Consult\ the\ local\ jurisdiction\ for\ zoning\ and\ legal\ use.)$ 

**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	<b>Unit Rate</b>	Appraised Value (100%)
HF-HOMESITE FRACTIONAL ACREAGE [F	0.46	0	0	0	149%	32000	\$21,930
S-SMALL ACREAGE	0.0404	0	0	0	100%	6400	\$260
Total	0.5004						\$22,190

#### **Improvements**

#### Card 1

Description	Dimensions	Area	Year Built	Appraised Value (100%)
SHED	24 x 12	288	1998	\$1,900
Total				\$1.900

#### **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.

please contact the Line County Addition's Office by enfail at ecaogenecounty.on.gov of by phone at (417/027-7740.					
Assessed Year	2022	2021	2020	2019	2018
Land Value	\$22,190	\$22,190	\$22,190	\$22,190	\$22,190
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$1,900	\$1,900	\$1,910	\$1,910	\$1,910
Total Value (Appraised 100%)	\$24.090	\$24.090	\$24.100	\$24.100	\$24.100

### 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 <a href="mailto:eca@eriecounty.oh.gov">eca@eriecounty.oh.gov</a> or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$7,770	\$7,770	\$7,770	\$7,770	\$7,770
CAUV Value	\$O	\$0	\$0	\$0	\$0
Improvements Value	\$670	\$670	\$670	\$670	\$670
Total Value (Assessed 35%)	\$8.440	\$8,440	\$8.440	\$8,440	\$8,440

\$352.54 \$352.54

\$0.00

\$0.00

2022 Pay 2023 Tax Details

	1st Half	2nd Half	Total
Gross Charge:	\$389.91	\$389.91	\$779.82
Reduction Factor:	(\$196.55)	(\$196.55)	(\$393.10)
Non Business Credit:	(\$17.09)	(\$17.09)	(\$34.18)
Owner Occupancy Credit:	\$0.00	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00	\$0.00
Total RE Taxes:	\$176.27	\$176.27	\$352.54
Special Assessments:	\$0.00	\$0.00	\$0.00
Penalties:	\$0.00		
Interest:	\$0.00		
<b>⊕</b> Delinquent:	\$0.00	\$0.00	\$0.00
Total Taxes:	\$176.27	\$176.27	\$352.54
Net Paid:	(\$176.27)	(\$176.27)	(\$352.54)
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

(I) 2021 P. 2022	\$0.00	\$351.52	¢251.52	\$0.00	\$0.00
⊕ 2021 Pay 2022	<b>ФО.ОО</b>	φ331.32	\$331.JZ	φ0.00	φυ.υυ
± 2020 Pay 2021	\$0.00	\$360.50	\$360.50	\$0.00	\$0.00

For tax bills and related information, please visit the Erie County Treasurer's website by  $\underline{\text{clicking here}}$ 

### **Payments**

Payment Date	Amount Paid
6/20/2023	\$176.27
2/9/2023	\$176.27
6/27/2022	\$175.76
2/2/2022	\$175.76
6/23/2021	\$180.25
2/10/2021	\$180.25
7/7/2020	\$186.84
1/29/2020	\$186.84
6/26/2019	\$187.85
1/23/2019	\$187.85
6/23/2018	\$223.43
1/24/2018	\$223.43
6/27/2017	\$221.50
1/25/2017	\$221.50
3/9/2016	\$458.12

### 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 A	FIDLER ROBERT G TRUSTEE	4
1/23/1995	\$0	FIDLER ROBERT G GLORIA A	FIDLER ROBERT G GLORIA A	2
1/1/1950	\$0	UNKNOWN	FIDLER ROBERT G GLORIA A	0

### Recent Sales In Area

# Sale date range:



Sales by Neighborhood



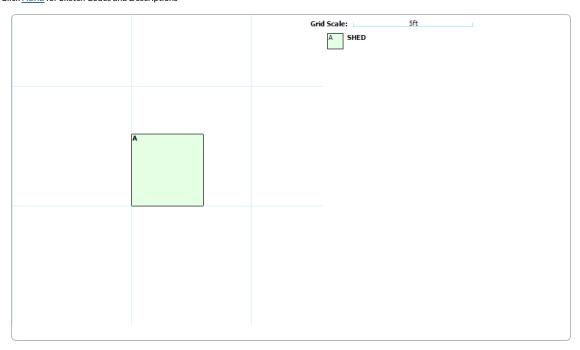
# **Historical Grand List**

# **Browse all Erie County Historical Grand List Documents**

39-00213.000 (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 <u>HERE</u> for Sketch Codes and Descriptions



### Мар



# **Property Card**

Property Card

 $\textbf{No data available for the following modules:} \ Dwellings, Buildings, Additions, Ag Soil, Special Assessments, Photos.$ 

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