RE 46

Rev. June 2019

TITLE REPORT

C/R/S

PID

PARCEL

ERI-US 0006 Connectivity Corridor

39-00228.000

116570

 □ 42 YEAR REPORT ☐ ABBREVIATED REPORT ☐ UPDATE

INSTRUCTION:

- R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or (1)interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.
- (2)ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) FEE OR OTHER PRIMARY OWNERS

Name Marital Status (Spouse's Name) Interest

Jordan Investment Rentals LLC, an Ohio limited liability company N/A

Fee

Mailing Address:

1209 W. Jefferson St.

Sandusky, OH 44870

Phone Number:

None found

Property Address:

Agent:

3119 Cleveland Rd. Huron, OH 44839

Ken Jordan

1209 W. Jefferson St.

Sandusky, OH 44870 (419) 627-0718

(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 Original Lot No. 26, in Section No. 3, and containing 1.08 acres, excepting therefrom 0.1603 of an acre, and intending to convey 0.9197 of an acre, more or less and further identified as Auditor's Parcel No. 39-00228.000.

0.9197 of an acre per Erie County Auditor

Title acquired by: Instrument No. 201610765

MORTGAGES, LIENS AND ENCUMBRANCES (3-A)

Name & Address & Phone Number Date Filed Amount & Type of Lien

Jordan Investment Rentals LLC, an Ohio limited liability company to

Civista Bank

100 E. Water St., Sandusky, OH 44870 / (419) 502-9932

Instrument No. 201610766

12/8/2016 at 10:52 AM

\$90,000.00

Open-End Mortgage

(3-B)**LEASES**

Name & Address Commercial/Residential Term

None found or record

(0, 0)	E 4 0 E 14 E	NITO .					
(3-C)	EASEME	NIS					
Name & A	ddress					Туре	
Unable to	tes of Ames s given me 7, Pag determine Amendme	erica e 541 filed on 10/9/1 if in take area ent of Declaration of		. Volume 7, F	Page 598 on	Utility	Easement
Ohio Ediso 76 S. Mair Deed Volu	on Compar St., Akror me 287, P	lizabeth M. Bardsha ny, an Ohio corporati n, OH 44308 age 515 filed on 3/1° if in take area	on (now FirstEnergy	Corp.)		Utility	Easement
County Co 2900 Colu Deed Volu	mmissione mbus Ave. me 306, P	lizabeth Bardshar, hers of Erie County, C , Sandusky, OH 448 age 79 filed on 12/1 if in take area	hio 70			Utility	Easement
(4)	DEFECT	S IN TITLE-IRREGU	II ARITIES-COMME	NTS (Pecord	or Off Record)		
Ohio to Sta	ate of Ohio	included for information in the included for information for Jordan	ational purposes.				gles No. 2875 of Huron, s Document ID
(5)	TAXES A	ND SPECIAL ASSI	ESSMENTS (List by	auditor's tax	parcel number, des	scription, am	ount, etc.)
County:	Erie		Township:	Huron	Sch	nool District:	Huron CSD
AUD. PAR	. NO(S)	Land	Building		Total	7	「axes
39-00228.	000	\$27,590.00	\$124,790.00		\$152,380.00		61,551.77 per half
1 st Half 2022 2 nd 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						

abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 39-00228.000 and presently standing in the name of <u>Jordan Investment Rentals LLC</u>, an <u>Ohio limited liability company</u> as the same are entered upon the several public records of <u>Erie</u> County, Ohio. Date & Time 11/20/2023 at 7:59 AM _____ (am/pm) 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 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 12/2/1850 to 11/20/2023. The undersigned hereby verifies that this Title Report is an

RE 46-1 REV. 10/2007

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

Page 1 of 3

DIST 3

CRS

ERI-US 0006 Connectivity Corridor

PARCEL

39-00228.000

PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Do	escription & Remarks		1	
Judith A. Klaholz, unmarried	LLC, an Ohio limited liability	12/6/2016	12/8/2016 at 10:52 AM	Instrument No. 201610765	\$150.00	Warranty Deed
Fee	company Fee	Lot No. 26, ir	e Township of Huron, Cou a Section No. 3, and contai onvey 0.9197 of an acre, r	ning 1.08 acres, exc		n as being part of Original 1603 of an acre, and
Elizabeth J. Hanson, wife of Roger Hanson	Judith A. Klaholz	12/28/2001	2/7/2002 at 1:40 PM	Instrument No. 200202424	Exempt	Quit Claim Deed
Dower	Dower		e Township of Huron, Cou a Section No. 3, and contain			n as being part of Original 603 of an acre.
James R. Traylor, married and Roger Hanson, single	Judith A. Klaholz	12/28/2001		Instrument No. 200119740	\$127.00	Warranty Deed
Fee	Fee		e Township of Huron, Cou Section No. 3, and contain			n as being part of Original 1603 of an acre.
Elaine Traylor releases dower						

RE 46-1 REV. 10/2007

3

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

Page 2 of 3

DIST

CRS

ERI-US 0006 Connectivity Corridor

PARCEL

39-00228.000

PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Fraternal Order of Eagles No. 2875 of Huron, Ohio	James R. Traylor and Roger Hanson	9/26/1996	10/23/1996 at 11:44 AM	O.R. Volume 301, Page 433	\$75.00	Warranty Deed
Fee		Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Original Lot No. 26, in Section No. 3, and containing 1.08 acres, excepting therefrom 0.1603 of an acre.				
Elmer Stenger and Elizabeth Stenger, husband and wife	Fraternal Order of Eagles No. 2875 of Huron, Ohio, an Ohio	7/29/1969	8/1/1969 at 3:43 PM	Deed Volume 393, Page 738	None Shown	Warranty Deed
Fee		Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Original Lot No. 26, in Section No. 3, and containing 1.08 acres, more or less.				
Dale M. Bardshar and Elizabeth M. Bardshar,	Elmer Stenger and Elizabeth Stenger	9/22/1954	10/1/1954 at 3:08 PM	Deed Volume 253, Page 500	\$2.75	Warranty Deed
husband and wife Fee			e Township of Huron, Count Section No. 3, and contain			n as being part of Original
The Estate of Martha V. Bardshar, deceased by Erie	Dale M. Bardshar	1/19/1949		Deed Volume 206, Page 265	Exempt	Certificate of Transfer
County Probate Court Case No. 7838 Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio and known as being par Lot No. 26, in Section No. 3, excepting therefrom 1.23 acres, and containing 13.715 acres, mo (Parcel No. 8 on deed)				

RE 46-1 REV. 10/2007

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

Page 3 of 3

DIST

3

CRS

ERI-US 0006 Connectivity Corridor

PARCEL

39-00228.000

PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument	
The Estate of Martha V. Bardshar, deceased by Erie	Mayme Bardshar Thomas		1/25/1949 at 1:29 PM	Deed Volume 206, Page 263	•	Certificate of Transfer	
County Probate Court Case No. 7838	Life Estate		e Township of Huron, Count Section No. 3, excepting on deed)				
Life Estate		Release of Life Estate filed as Deed Volume 229, Page 291 on 11/15/1951 at 10:02 AM. Also, Affidavit filed as Misc. Volume 9, Page 91 corrects Martha Bardshar Thomas to Mayme Bardshar Thomas as stated in Deed Volume 206, Page 265.					
Jacob Dale, deceased	Martha V. Bardshar	1/31/1918	2/1/1918 at 3:40 PM	Deed Volume 107, Page 149	<u> </u>	Affidavit for Transfer or Real Estate Inherited	
Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Original Lot No. 26, excepting 14.37 acres east side and R. R. rights of way, and containing 42.15 acres, more or less.					
Joseph Dale	Jacob Dale	12/2/1850	_	Deed Volume 8, Page 460	None Shown	Warranty Deed	
Fee	Fee		e Township of Huron, Coust half of Lot Nos. 26 & 29				
		Note, no marital status listed for the Grantor.					



WARRANTY DEED

Know all Men by these Presents

RN: 201610765 Page 1 of 3

Erie County Recorder BARBARA A. SESSLER

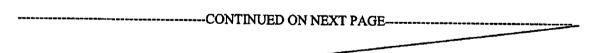
Recording Fee: \$36.00 Recorded 12/08/2016 10:52:25 AN

KNOW ALL MEN BY THESE PRESENTS, that <u>JUDITH A. KLAHOLZ</u>, (unmarried), the Grantor, of Erie County, State of Ohio, for valuable consideration paid, the receipt and sufficiency of said consideration being hereby acknowledged, hereby grants, conveys, transfers and assigns, with general warranty covenants, to <u>JORDAN INVESTMENT RENTALS LLC</u>, an Ohio limited liability company, the Grantee, whose tax mailing address is: 3119 Cleveland Road, West, Huron, Ohio 44839, certain real property, commonly known as Erie County Parcel #39-00228.000, a legal description of which is attached hereto as Exhibit A. This Deed is being given in completion of a certain Land Contract recorded as RN 201303693 of the Erie County Official Records.

The general warranties found herein are subject to: (i) real estate taxes and assessments, both general and special, that are liens, but are not yet due and payable; (ii) building and use restrictions and zoning ordinances; and (iii) all restrictions of record, including, but not limited to all rights-of-way, easements, encumbrances and covenants.

PRIOR INSTRUMENT REFERENCE: RN 200119740 and RN 200202424 Erie County Official Records

PROPERTY ADDRESS: 3119 Cleveland Road West, Huron, Ohio 44870



IN WITNESS WHEREOF, said Granto	r, JUDITH A. KLAHOLZ, (unmarried) has hereunto set
her hand, this day of December, 20	
	Judith a. Klaholz
STATE OF OHIO	
ERIE COUNTY) SS.	
BE IT REMEMBERED THAT, on this personally came the above-named Judith A. Klahbe her voluntary act and deed.	day of December, 2016, before me, the subscriber, olz, (unmarried) and acknowledged the signing thereof to
IN TESTIMONY WHEREOF, I have hereunto s year last aforesaid.	JAMES E. PETERS Notary Public - State of Ohio My Commission Has No Expiration Date
	My commission expires: No Express 12-6-76
PREPARED BY: James E. Peters, Esq. Reminger Co., LPA 237 W. Washington Row, 2 nd Floor Sandusky, Ohio 44870 419-609-4235	

JORDAN INVESTMENT RENTALS LLC

JUDITH A. KLAHOLZ (unmarried)

To

FROM

(an Ohio limited liability company)

Exhibit 'A'

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

That part of original Lot Number Twenty-six (26) in Section Number Three (3) in Huron Township, Erie County, Ohio, bounded and described as follows:

Beginning in the centerline of the Cleveland-Sandusky Road (so-called) at a point south 55 ° 17' east, a distance of 611.26 feet from the southeast corner of the land conveyed to Joseph J. Faber and Mary E. Faber by deed dated January 26, 1942 and Recorded in Volume 169 of Deeds page 498, Erie County, Ohio Records; running thence north 37 ° 17' east, a distance of 230.00 feet; thence north 54 ° 25' east, a distance of 58.50 feet; thence north 66 ° 35' east, a distance of 161.50 feet to the northerly corner of a 1.23 acre parcel of land now or formerly owned by Bert S. Bardshar and Flora Bardshar; thence south 28 ° 30' west along the northwesterly line of said 1.23 acre parcel, a distance of 429.20 feet to the centerline of the Cleveland-Sandusky road; thence north 55 ° 17' west along the centerline of said road, a distance of 161.54 feet to the place of beginning, containing 1.08 acres, more or less.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

Situated in the Township of Huron, County of Erie, State of Ohio and in Section 3, Lot 26, Town 6 North, Range 22 West and bounded and described as follows:

PARCEL NO. 5-WD

Being a parcel of land lying on the left side of the centerline of a survey made by the Department of Transportation, Erie County and being located within the following described points in the boundary thereof;

Beginning at a point in the intersection of the centerline of U.S.R. 6 and the east line of Lot 26 at centerline station 752+22.26; thence north 55 ° 17' 00" west along the centerline of U.S.R. 6 a distance of 538.83 feet to a point in the southeast corner of lands of the grantor at centerline station 746+83.43 and the true place of beginning for the parcel described herein; thence north 55 ° 17' 00" west along the centerline of U.S.R. 6 a distance of 161.54 feet to a point in the southwest corner of lands of the grantor at centerline station 745+21.89; thence north 37 ° 17' 00" east along the west line of the grantor a distance of 65.06 feet to a point in the new Right of Way line; said point being 65.00 feet left of centerline station 745+24.80; thence south 55 ° 17' 00" east along the new Right of Way line a distance of 25.20 feet to a point; said point being 65.00 feet left of centerline station 745+50; thence south 34 ° 43' 00" west along the new Right of Way line a distance of 25.00 feet to a point; said point being 40.00 feet left of centerline station 745+50; thence south 55 ° 17' 00" east along the new Right of Way line a distance of 129.07 feet to a point in the east line of the grantor; said point being 40.00 feet left of centerline station 746+79.07; thence south 28 ° 30' 00" west along the east line of the grantor a distance of 40.24 feet to the true place of beginning, containing 0.1603 acres, more or less, including the present road which occupies 0.0735 acres, more or less, as surveyed by Thomas D. Y. Fok, Registered Surveyor No. 4896, in August 1988.

CONTAINING IN ALL AFTER SAID EXCEPTION 0.9197 ACRE MORE OR LESS.

MAKUTE

That,

ELIZABETH J. HANSON, WIFE OF ROGER HANSON FOR PURPOSE OF RELEASING DOWER

, the Grantor

who claim title by or through instrument, recorded in Volume

, Page

County Recorder's Office, for the consideration of

Ten and no/100

Dollars (\$ 10.00

received to her full satisfaction of

JUDITH A. KLAHOLZ

the Grantee

whose TAX MAILING ADDRESS will be 2704 Bogart Rd. Huron, OH

have Given. Granted, Remised, Released and Forever Quit-Claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantee heirs and assigns forever, all such right and $title \ as$, the said grantor , have or ought to have in and to the following described piece of land, situated in the Township $or\ parcel$ County of Huron and State of Ohio: Erie

SEE EXHIBIT ATTACHED

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

RN 200202424 Pane 1 ERIE COUNTY OHIO RECORDER Tish Fraley RECORDING FEE: 2 CTR Date 02/07/2002 Time 13:4 Time 13:40:52



MICROFILMED SCANNED

En Have and to Hold the premises aforesaid, with the appurtenances thereheirs and assigns, unto belonging to the said grantee her so that neither the said grantor heirs, nor any other persons her claiming title through or under her , 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 ERIE COUNTY OHIO RECORDER RN 200202424 Page 2 of 4 hereby remise, heirs and assigns, release and forever quit-claim unto the said grantee right and expectancy of Dower in the above described premises. allIn Witness Whereof have hereunto set mу hand, theday of December , in the year of our Lord XXXXXXXXXXXXX 28th ninexhundxadxxxxxxXX 2001 $Signed\ and\ acknowledged\ in\ presence\ of$ State of Ohio, Notary Public Before me, a 88. County, in and for said County and State, personally appeared ERIE the above named Elizabeth J. Hanson did sign the foregoing instrument and that the who acknowledged that she same is her free act and deed. In Cestimony Whereof, I have hereunto set my hand and Sandusky, Ohio, official seal, at day of December $\exists A.D. XX 2001$ 28 thisNotary Public, State of O My Commission Expires _

Transform & De Many 1 29 200 State of Ohio

Aereived for Aerord on the County of

at herarded

Aerorders Hee #

This instrument prepared by:

EXHIBIT A

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

That part of original lot number twenty-six (26) 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 a point south 55°17′ east a distance of 611.26 feet from the southeast corner of the land conveyed to Joseph J. Faber and Mary E. Faber by deed dated January 26, 1942 and recorded in Volume 169 of Deeds page 498, Erie County Ohio Records; running thence north 37°17′ east a distance of 230.00 feet; thence north 54°25′ east a distance of 58.50 feet; thence north 66°35′ east a distance of 161.50 feet to the northerly corner of a 1.23 acre parcel of land now or formerly owned by Bert S. Bardshar and Flora Bardshar; thence south 28°30′ west along the northwesterly line of said 1.23 acre parcel, a distance of 429.20 feet to the center line of the Cleveland-Sandusky Road; thence north 55°17′ west along the center line of said road a distance of 161.54 feet to the place of beginning, containing 1.08 acres, more or less.

Excepting therefrom the following described premises:

Situated in the Township of Huron, County of Erie, State of Ohio and in Section 3, Lot 26, Town 6 North, Range 22 West and bounded and described as follows:

PARCEL NO. 5-WD

Being a parcel of land lying on the left side of the centerline of a survey made by the Department of Transportation, Erie County and being located within the following described points in the boundary thereof:

Beginning at a point in the intersection of the centerline of U.S.R. 6 and the east line of Lot 26 at centerline Station 752+22.26; thence north 55 17'00" west along the centerline of U.S.R. 6 a distance of 538.83 feet to a point in the southeast corner of lands of the grantor at centerline Station 746+83.43 and the true place of beginning for the parcel described herein; thence north 55 17'00" west along the centerline of U.S.R. 6 a distance of 161.54 feet to a point in the southwest corner of lands of the grantor at centerline Station 745+21.89; thence north 37 17'00" east along the west line of the grantor a distance of 65.06 feet to a point in the new right of way line; said point being 65.00 feet left of centerline Station 745+24.80; thence south 55 17'00"

east along the new right of way line a distance of 25.20 feet to a point; said point being 65.00 feet left of centerline Station 745+50; thence south 34°43'00" west along the new right of way line a distance of 25.00 feet to a point; said point being 40.00 feet left of centerline Station 745+50; thence south 55°17'00" east along the new right of way line a distance of 129.07 feet to a point in the east line of the grantor; said point being 40.00 feet left of centerline Station 746+79.07; thence south 28°30'00" west along the east line of the grantor a distance of 40.24 feet to the true place of beginning, containing 0.1603 acres, more or less, including the present road which occupies 0.0735 acres, more or less, as surveyed by Thomas D. Y. Fok, Registered Surveyor No. 4896, in August 1988.

GENERAL WARRANTY DEED (RC 5302.05 and 5302.06)

FILE NUMBER: 18-18943

BS FI GIRDE KB M

This in the ment was prepared by:

James R. Traylor/and Roger Hanson Single , of ERIE County, OHIO for valuable consideration paid, GRANT(S) AND CONVEY(S) WITH GENERAL WARRANTY CONVENANTS, to Judith A. Klaholz , whose tax mailing address is 2704 Bogart Rd., Huron, OH 44839 the following Real Property: See EXHIBIT " A " attached hereto and made a part hereof. APPROVED as per Erie County Requirements And Sections 4733-37 thru 4733-37-07 of the Ohio Administrative Code only. No Field Verifications for Accuracy made Date: This conveyance has been examined and the grantor has complied with sections 310-202 and 322.02 of the Revised Code. FEE: \$____ EXEMPT: \$ R. E. TRANSFER: \$ JUDE T. HAMMOND Erie County Auditor Subject to all easements, conditions, restrictions and reservations of record, together with all real estate taxes hereafter due and payable, which taxes Grantee hereby assumes and agree to pay. Street Address: 3119 Cleveland Road, Huron, OHIO Tax District and Parcel: Records of ERIE Prior Instrument Reference: Vol. 301 **Page** 433 of the Official Elaine Traylor spouse, of the County, Ohio hand(s) this day Grantor, releases all rights of dower therein. Witness their 28th December , 20 01 of Signed and acknowledged in the presence of: CURBIA State of Ohio , County of Erie s.s. **, 20** 01 before me, BE IT REMEMBERED, That on this day of December 28th in and for said county, personally came, James R. Traylor and the subscriber, a Notary Public Elaine Traylor, Husband & Wife and Roger Hanson , the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed. IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid. NOTARY PUBLIC NANCY HALEY

Notary Public, State of Ohio

My Commission Expires 3-26-

Alison Muth, Atty

MICROFILMED!

SCANNED

EXHIBIT A

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

That part of original lot number twenty-six (26) in section number three (3) in Huron Township, Erie County, Ohio, bounded and described as follows:

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east along the new right of way line a distance of 25.20 feet to a point; said point being 65.00 feet left of centerline Station 745+50; thence south 34°43′00" west along the new right of way line a distance of 25.00 feet to a point; said point being 40.00 feet left of centerline Station 745+50; thence south 55°17′00" east along the new right of way line a distance of 129.07 feet to a point in the east line of the grantor; said point being 40.00 feet left of centerline Station 746+79.07; thence south 28°30′00" west along the east line of the grantor a distance of 40.24 feet to the true place of beginning, containing 0.1603 acres, more or less, including the present road which occupies 0.0735 acres, more or less, as surveyed by Thomas D. Y. Fok, Registered Surveyor No. 4896, in August 1988.

Tish Fraley
Erie County Recorder
247 Columbus Ave. Rm. 225
Sandusky, OH 44870

Tish Fraley
Erie County Recorder
247 Columbus Ave. Rm. 225

Know all Men by these Presents:
That Fraternal Order of Fagles No. 2875 of Huron, Ohio
a Corporation incorporated under the laws of the State of Ohio the Grantor,
who claim stitle by or through instrument, recorded in Volume 393, Page 738, County
Recorder's Office, for the consideration of Ten and no/100 Dollars
(\$ 10.00) received to its full satisfaction of
James R. Traylor and Roger Hanson , the Grantee S,
whose TAX MAILING ADDRESS will be 805 Colonial Court
Vermilion, Ohio 44089
do give, grant, bargain, sell and convey unto the said Grantees, their heirs and assigns, the fol-
lowing described premises situated in Township of Huron
County of Erie and State of Ohio:

This deed in completion of Lease/Option recorded in Official Records Vol. 128 Page 257. Situated in the County of Erie in the State of Ohio and in the Township of Huron and bounded and described as follows:

That part of original lot number twenty-six (26) in section number three (3) in Huron Township, Erie County, Ohio, bounded and described as follows:

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Excepting therefrom the following described premises:

Situated in the Township of Huron, County of Erie, State of Ohio and in Section 3, Lot 26, Town 6 North, Range 22 West and bounded and described as follows:

PARCEL NO. 5-WD

Being a parcel of land lying on the left side of the centerline of a survey made by the Department of Transportation, Erie County and being located within the following described points in the boundary thereof:

Beginning at a point in the intersection of the centerline of U.S.R. 6 and the east line of Lot 26 at centerline Station 752+22.26; thence north 55'17'00" west along the centerline of U.S.R. 6 a distance of 538.83 feet to a point in the southeast corner of lands of the grantor at centerline Station 746+83.43 and the true place of beginning for the parcel described herein; thence north 55'17'00" west along the centerline of U.S.R. 6 a distance of 161.54 feet to a point in the southwest corner of lands of the grantor at centerline Station 745+21.89; thence north 37'17'00" east along the west line of the grantor a distance of 65.06 feet to a point in the new right of way line; said point being 65.00 feet left of centerline Station 745+24.80; thence south 55.17.00 east along the new right of way line a distance of 25.20 feet to a point; said point being 65.00 feet left of centerline Station 745+50; thence south 34'43'00" west along the new right of way line a distance of 25.00 feet to a point; said point being 40.00 feet left of centerline Station 745+50; thence south 55 17'00" east along the new right of way line a distance of 129.07 feet to a point in the east line of the grantor; said point being 40.00 feet left of centerline Station 746+79.07; thence south 28'30'00" west along the east line of the grantor a distance of 40.24 feet to the true place of beginning, containing 0.1603 acres, more or less, including the present road which occupies 0.0735 acres, more or less, as surveyed by Thomas D. Y. Fok, Registered Surveyor No. 4896, in August 1988.

be the same more or less, but subject to all legal highways. To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said grantees., their heirs and assigns forever. And the said grantor does for itself and its successors and assigns covenant with said grantees., their heirs and assigns, that at and until the ensealing of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever Excepting Easements, Rights of Ways Conditions, Restrictions of Record and Taxes to be prorated as of Date of Transfer.

and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee.s, their heirs and assigns, forever, against all lawful claims and demands whatsoever. In witness whereof said corporation sets its hand and corporate seal, by. and. this of Eagles No. 2875 Fraternal Order B_y Signed and Witness BY Witness Q Trustee Trustee Theat THE STATE OF OHIO Btfort mt, a Notary Public in and for said County, persons their ally appeared the above named Fraternal Order of Eagles No. 2875 of Huron, Ohio by James Fisher, Charles Hensel, Carl Lutes, x Ron Lazette Steve Dircks , its Trustees who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers. In testimony whereof I have hereunto set my hand and official seal, at this do aday of. September. their Notary Public This instrument prepared by: VIRGINIA T. BEPI IN Notary Public, State of Ohia Alison Muth, Atty Commission Expires Jan. 1, 1998 This conveyance has been examined and the grantor has complied with sections 3 10-202 and 322.02 of the revised code. Fraternal Order of Baglis No. ХΧ 5,00 R.E. TRANSFER \$ of Buron, Ohio Withess COUNTY AUDITOR Marinesa Lines Fisher Timeter County Records Kun lo he Trus êc 5 FROM JOHN W.SQUAEFFER RECOMPER WARRANTY DEED ERIE COUNTY, OHIO This instrument prepared by: o'clock TRANSFER BOUR 301 PAGE RECORD E FOR 101 233 ENTERED FOR lerusi Fat RECEIVED @ St Recorded Volume

MICROFILMED

Ultit we, Elmer Stenger and Elizabeth Stenger, husband and wife,

of the Township of Huron County of Brie and State of Ohio Grantee the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and routing to the said Grantee,

following Real Estate situated in the County of Erie Township of Huron and bounded and described as follows:

That part of original lot number twenty-six (26), 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 a point south 55 degrees 17 minutes east, a distance of 611.26 feet from the southeast corner of the land conveved to Joseph J. Faber and Mary E. Faber by deed dated January 26, 19h2 and recorded in Volume 169 of Deeds page 198, Erie County, Ohio records; running thence north 37 degrees 17 minutes east, a distance of 230.00 feet; thence north 5h degrees 25 minutes east, a distance of 58.50 feet; thence north 66 degrees 35 minutes east, a distance of 161.50 feet to the northerly corner of a 1.23 acre parcel of land now or formerly owned by Bert S. Bardshar and Flora Bardshar; thence south 28 degrees 30 minutes west, along the northwesterly line of said 1.23 acre parcel, a distance of 129.20 feet to the center line of the Cleveland-Sandusky Road; thence north 55 degrees 17 minutes west, along the center line of said road, a distance of 161.5h feet to the place of beginning, containing 1.08 acres, more or less, but subject to legal highways.

This deed given in consummation of a land contract recorded in Volume 293 of Mortgages page 663.

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

En have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee,

its successors hims and assigns forever.

And the said Grantor s, Elmer Stenger and Elizabeth Stenger,

do hereby covenant with the said Grantee, its successors heirs,

Morris and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever except taxes and assessments, if any, which grantee hereby assumes and agrees to pay,

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

its successors

Weeksand assigns

against the lawful claims of all persons whomsoever

In Mituras Miterruf the said Granter's, Elmor Stenger and Elizabeth Stenger, husband and wife,

rights of dower in the premises, have who hereby release their hereunto set their hand a , this in the year of our Lord one thousand nine hundred and sixty-nine (1969)

Singed and acknowledged in presence of

The State of OHIO

County ss.

Be it Remembered That on this A. D. 19 69 , before me, the subscriber, notary public . in and for said county, personally came the above named

Elmor Stenger and Elizabeth Stenger

the Grantor 8 in the foregoing Deed, and acknowledged the signing of the same to be voluntary act and deed, for the uses and purposes therein mentioned. their

In Testimong Illherrof, / have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid;

RÁLPH C. PISANO, NOTARY PUBLIC

STATE OF OHIO - LIFETIME COMMISSION

This instrument prepared by Ralph C. Pisano



Cleveland raternal 875 of E

ECEIVED FOR RECORD ON THE Lth., 1959 PAGE. STATE OF OHIO ERIE August octock August 393 RECORDED OUNTYOR Junskring

THE HISTORIESE CORPORATION 44 SRbusky, OHIO ATTORNEY AT LAW

PISANO

RALPH C.

10

FEE

RECORDERS

vol 253 = 500 Know All Men By These Presents.

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

, the Grantons ,

for the consideration of One Dollar (\$1.00) and other good and valuable considerations received to our full satisfaction of

Elmer Stenger and Elizabeth Stenger R. D. #I, Huron, Ohio

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



20 crss 20; DECUMENTARY 1600

5 ... NTS 5

Being a parcel of land situated in Outlot Number 26, Section 3, Huron Township, Erie County, Ohio and being more fully described

as follows:
Beginning at a point in the center line of the Cleveland-Sandusky Road, State Highway No. 3, State Route No. 2 and U. S. Route No. 6, South 55°-17' East and 611.26 feet from the southeast corner of a 8.35 acre parcel of land conveyed to Jos. J. & Mary E. Faber by George Faber by deed dated Feb.17, 1942 and recorded in Volume 169, page 498 of the Erie County Record of Deeds; thence North 37°-17' East a distance of 230 feet; thence North 54°-25' East a distance of 58.50 feet; thence North 66°-35' East a distance of 161.50 feet to the northerly corner of a 1.23 acre parcel of land conveyed to Bert S. & Flora Bardshar by Certificate of Transfer of Real Estate from Martha V. Bardshar, deceased, Jan. 27, 1949 and recorded in Volume 206, page 261, of the ErieCounty Record of Deeds; thence South 28°-30' West, running with and binding on the west line of the said Bert Bardshar land a distance of 429.20 feet to the southwest cornerthereof on the center line of the said Clevelandsouthwest cornerthereof on the center line of the said Cleveland-Sandusky Road; thence North 550-17' West, running with and binding on said center line a distance of 161.54 feet to the place of beginning, containing in all 1.08 acres, more or less, and subject to alllegal highways.

The bearingsused in the above description refer to a meridian assumed for the purpose ofindicating angles only.

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

To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantes, heirs and assigns forever.

And we, Dale M. Bardshar and Elizabeth M. Bardshar heirs, executors and the said Grantors , do for ourselves and our administrators, covenant with the said Grantee & heirs and assigns, that at and until the ensealing of these presents, well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsorper except taxes for the tax year 1954. Said taxes are to be pro-rated between Grantors and Grantees herein as of the date of the delivery of this deed

APPROVED BY BOARD OF ERIL COUNTY COMMISSIONERS "NO PLAT REQUIRED"

B. K. How fond Clerk 9/30/54

will Warrant and Befend said premises, with the appurtenances and that we thereunto belonging, to the said Grantee s, their heirs and assigns, against all lawful claims and demands whatsoever except as aforesaid.

xabacccobanalapaaansisee,coolaansi nadapansiseopataantaatanoonatsisettiveovatsbotivaantaa , xionnoonaabanadapang ndik xaligiistanadkaapeotaanagoopi Damiretaantikooaksaantisaatibadapanaabaa.

In Witness Wherenf,
22nd day of September
nine hundred and fifty-four

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

Signed and acknowledged in presence of

State of Chio, Erie County, the above named

Before me, a Notary Fublic in and for said County and State, personally appeared Dale M. Bardsharand Elizabeth M.Bardshar

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

> In Testimony Thereof I have hereunto set my hand and official seal, at Sandusky, Ohio and official seal, at this 22nd dony of September A. D. 19 54

well (1)

Notary ublic

My Commission Expires April. 9, 1955

RECEIVED FOR RECORD ON THE

STATE OF OHIO

108913

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, ORTO

Certificate for Transfer of Real Estate

General Code, Sec. 10509-102

	Probate Court,	Erie	County, Ohio
In the Matter of THE EST.	TE OF	No	7838
Martha V. B	ardshar Deceased	Certificate for T	Transfer of Real Estate
To the Recorder of	Erie	County, G	reeting:
			, a resident of
Huron Township	in said	County, died	testate on the
15th day of	October the Probate Court of December 31, 1947, a	1947 firt Erie County, Ohio	hat her Last Will and , on November 7, 1947,
and that on the1.9	th day of May	, 19.48 , 1	a)
Bert S	. Bardshar		
	his Court, [3] Execu		
			lent; that said estate is
			prandum record of said
			, Page,
			County, Ohio.
		jouowing descripe	ed parcels of real estate
situated in your Cour	uy.— Being a parcel of la	nd situated in Lo	t 26. Section 3.
	Huron Township, Erie fully descrived as f Being the east one h Sandusky Road of lan from Jacob Dale, dec and Record of Real E 1918 and recorded in County Record of Dee Beginning at a point Sandusky Road (S.H.3 South 55 degrees-17 the westerly line of Bardshar and recorde County Record of Dee East a distance of 10 minutes East a diline of said road; tand binding on the c 250.15 feet to the pacres. This conveyance is set a set of the pacres.	county, Ohio, an collows: alf lying north on the last inherited by Marting and Marting an	f The Cleveland- artha Bardshar it for Transfer dated Feb.2, 49 of the Erie being excepted: ne of The Cleveland- said point being 772.80 feet from act owned by Martha ge 149 of the Erie 28 degrees - 30 minutes ace South 0 degrees- feet to the center grees-17 minutes West d moad a distance of g, containing 1.23
	13.715 acres, more o		

^{1.} If testate, "that last will and testament was filed in the Probate Court of County, Ohio, on 19, admitted to probate on 19, and recorded in Vol., Page of the Record of Wills in said County."

In case of no administration, insert "an order was made by the Court relieving said estate from administration and directing delivery of ernoral property and transfer of real estate to the persons entitled thereto, and" and cross out lines relative to record, or if under last eragraph of Sec. 10509-102, write in pertinent facts.

PAGE 266 the names of the Devisees and the interests to them passing, are as follows:

Names	P. O. Address	Relationship	Interests Passing
Dale M. Bardshar	Huron, Ohio	Grandson	Entire, subject to life estate o Martha Bardshar Thomas
	电影影响 人名英格兰	CONTRACTOR OF	

That the persons inheriting said-Real Estate and the interest-by each inherited are as follows:

Name F	P. O. Address	Relationship	-Increase Passing
Selection for the selection of the selec		DE LE CENTRE LE	USSELEN N
		S. Market	
	大学等的各种企业的企业		
		注 明 摆测 图	
	10000000000000000000000000000000000000		
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			Ballet St.
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It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate....., to the names of the persons set forth, and that this certificate be recorded by the Recorder of Exis County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said

Court, this 19th day of January

Probate Judge Deputy Clerk

HERWIFICAVE FOR TRANSFE In the Matter of the Estate of Recorded Jan. 27th. 194 Martha V. Bardshar Received for Record 1:29 o'clock P. A Jan. 25th. Recorded Vol. 206

Certificate for Transfer of Real Estate

General Code, Sec. 10509-102

	Probate Court,	Erie	County, Ohio
In the Matter of THE ESTATE OF		No	7838
Martha V. Bards	Deceased)	Certificate for	Transfer of Real Estate
To the Recorder of	Erie	County, G	recting:
I hereby certify that the	records of this (Court show that.	
Martha.	V. Bardshar		, a resident of
Huron Township	in said	County, died	testate on the
Testament was filed in the admitted to Probate on Dece the Record of Wills in said	tober Probate Court o mber 31, 1947,	, 1947, [1] f Erie County, C	that her Last Will and . Dhio, on November 7,1947,
and that on the 10th do	y of Ma	y, 19.48 .,	(8)
Bert S	. Bardshar		
was appointed by this Cou	urt, (3)	Executor	
	of the est	ate of said deced	lent; that said estate is
being administered under I	Vo. 7838	and a mem	orandum record of said
estate can be found in Admi	nistration Dock	et No	, Page,
of the Records of the Probate	Court of	Erie	
That said decedent died	l scized of the	following describ	ped parcels of real estate
situated in your County:-			
Huron Town described	ship, Erie Coun as follows: E	tuated in Lot 26 aty, Ohio, and be deing the east or	eing more fully ne half lying

Being a parcel of land situated in Lot 26, Section 3, Huron Township, Erie County, Ohio, and being more fully described as follows: Being the east one half lying north of The Cleveland-Sandusky Road of lands inherited by Martha Bardwhar from Jacob Dale, deceased, by "affidavit For Transfer and Record of Real Estate Inherited", dated Feb. 2, 1918, and recorded in Vol. 107, page 149 of the Erie County Record of Deeds; the following being excepted: Beginning at a point in the center line of The Cleveland-Sandusky Road (S.H.3,S.R.2 & U.S.6), said point being South 55 degrees-17 minutes East and 772.80 feet from the westerly line of a 37.275 acre tract owned by Martha Bardshar and recorded in Vol. 107, page 149 of the Erie County Record of Deeds; thence North 28 degrees-30 minutes East a distance of 429.20 feet; thence South 0 degrees-10 minutes East a distance of 520.23 feet to the center line of said road; thence North 55 degrees-17 minutes west and binding on the center line of said road a distance of 250.15 feet to the place of beginning, containing 1.23 acres. This conveyance is subject to legal highways and contains 13.715 acres, more or less.

3. "Administrator," "Executor" or "Commissioner to execute instruments of conveyance"

^{1.} If testate, "that last will and testament was filed in the Probate Court of County, Ohio, on 19, admitted to probate on 19, and recorded in Vol., Page of the Record of Wills in said County."

2. In case of no administration, insert "an order was made by the Court relieving said estate from administration and directing delivery of

Names	P. O. Address	Relationship	Interests Passing
Mayme Bardshar Thomas	Huron, O _h io	Daughter-in-la	w Life Estate

That_the_persons_inheriting_said_Real_Estate_and_the-interest_by-each_inherited are-as-follows:

Names .	P. OAddress	Relactoriship	Imeres Pasing
有性的表现的 为一种主		五世 经法院部署	
	是是是一个人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的		
			EME SEE

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate....., to the names of the persons set forth, and that this certificate be recorded by the Recorder of Erie County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the scal of said

Court, this 19th day of January

CERTIFICATE FOR TRANSFER Received for Record OF REAL ESTATE at 1:29 o'clock P. M Recorded Jan. 27th.

121392

State of Ohio,)

State of Ohio,)

State of Erie,)

Dale M. Bardshar, being first duly sworn, deposes and says that he resides at R. D.1, Huron, Ohio.

Affiant further says that he is the same Dale M. Bardshar named as the devisee of the entire interest, subject to the life estate of Mayme Bardshar Thomas, with reference to the land described in Certificates for Transfer of Real Estate, recorded in Volume 206 at pages 265 and 266, and Volume 214 at pages 204 and 205 of the Erie County, Ohio Deed Records.

Affiant further says that the parcel of real estate described in the Certificate for Transfer of Real Estate recorded in Volume 206 at pages 265 and 266 of Eric County, Ohio Deed Records is as follows:

Being a parcel of land situated in Lot 26, Section 3,
Huron Township, Eric County, Ohio, and being more
fully described as follows:
Being the east one half lying north of The Cleveland—
Sandusky Road of lands inherited by Martha Bardshar
from Jacob Dale, deceased by "Affidavit for Transfer
and Record of Real Estate Inherited", dated Feb. 2,
1918 and recorded in Vol. 107, page 149 of the Eric
County Record of Deeds; the following being excepted;
Beginning at a point in the center line of The Cleveland—
Sandusky Road (S.H.3, S.R.2 & U.S.6), said point being
South 55 degrees-17 minutes east and 772.80 feet from
the westerly line of a 37.275 acre tract owned by Martha
Bardshar and recorded in Vol. 107, page 149 of the Eric
County Record of Deeds; thence North 28 degrees-30 minutes
East a distance of 429.20 feet; thence South 0 degrees10 minutes East a distance of 520.23 feet to the center
line of said road; thence North 55 degrees-17 minutes West
and binding on the center line of said road a distance of
250.15 feet to the place of beginning, containing 1.23 acres.
This conveyance is subject to legal highways and contains
13.715 acres, more or less.

. Affiant further says that the parcel of real estate described in the Certificate for Transfer of Real Estate recorded in Volume 214 at pages 204 and 205 of Erie County, Ohio Deed Records, is as follows:

vol. 229 as 292 Being a parcel of land situated in Lot 29 Section 3, Huron Township, Erie County, Ohio and being more fully described as follows:
Being the east one-half of lands inherited by Martha Bardshar from Jacob Dale, deceased, by "Affidavit for Transfer and Record of Real Estate Inherited", dated Feb. 2, 1918 and recorded in Volume 107, page 149 of the Erie County Record of Deeds, containing in all 20,582 acres, more or less. Affiant further says that Mayme Bardshar Thomas and Martha Bardshar Thomas are one and the same person. Affiant further says that Mayme Bardshar Thomas, owner of the life estate in said real estate described above, died on July 3rd, 1951, in the City of Sandusky, Ohio. Affiant further says that he makes this Affidavit in order that the public records may be changed to reveal that your affiant has the entire enterest in the above described parcels of real estate, since the death of the said Mayme Bardshar Thomas. Further affiant sayeth naught. Sworn to before me and subscribed in my presence this_ day of hoverely, 1951. Carl A. Speir, Recorder

State of Chio,)
County of Erie,)

Lewis L. Marquart, being first duly sworn, deposes and says that he prepared the Certificate for Transfer of Real Estate, in the matter of the Estate of Martha V. Bardshar, deceased, being Document No. 108913, received for record January 25th, 1949 at 1:29 P.M. and recorded January 27, 1949 in Volume 206 at page 265-266 of the Deed Records of Eric County, Chio, in the office of the Eric County, Ohio, Recorder's office.

Affiant further says that the interest in the real estate described in said Document as passing to Dale M. Bardshar designated "Entire, subject to life estate of Martha Bardshar Thomas" should read "Entire, subject to life estate of Mayme Bardshar Thomas."

Affiant further says that there is no personknown as Martha Bardshar Thomas, in any way designated as a devisee or legatee under the Will of Martha V. Bardshar, deceased.

Further affiant sayeth naught.

Lewis L. Marquart.

Sworn to before me and subscribed in my presence this 2nd day of February, 1949.

ers G. Mesterhold, Notary Public caroission Expires May/1949 Class Westerfield

PAY FEB 26 AM 10 19
CARL A. SPEIR
RECORDER
FRIE CO. OHIO

ecorded March 3rd. 1949, 11 rie Co. Miscellaneous Recoi ojume 9 Page 91 Carl A. Speir, Recorder.

109237

916

Martha Bardshar,

AFFIDAVIT FOR TRANSFER AND RECORD OF REAL ESTATE INHERITED.

The State of Ohio, Erie County.

Martha V. Bardshar, being first duly sworn, says she is heir at law of Jacob Dale, deceased; that on the day of December, 1858, the said Jacob Dale died intestate, residing in Huron Twp., Erie Co., O., leaving the persons herein designated, all his heirs at law and next of kin, with their age, address, relationship and portion inherited by them in the real estate hereinafter described:

Name Address Relationship Portion Inherited yartha V. Bardshar, Huron Twp., Erie Co., O. Daughter 60 Whole.

That said Jacob Dale, at the time of his decease was seized of the following describ ed real estate:

Situate in the County of Erie, in the State of Ohio, and in the Second Section of the Township of Huron, and described as follows:

The north one-half (N. $\frac{1}{2}$) of the east one-half (E. $\frac{1}{2}$) of lot number twentythree (23), comprising thirty (30) acres of land, more or less.

The east one-half (E. 1) of lot number twenty-six (26), except 14-37/100 acres east side and except R. R. rights of way. The said premises being and comprising forty-two and 15/100 (42-15/100) acres of land, more or less. The east one-half (B. 1) of lot number twenty-nine (29) except 15-50/100 acres east side and 15 acres of marsh, north end.

Mrs. Martha V. Bardshar.

Sworn to and subscribed before me and in my presence this 31st day of January, 1918. (NOTARIAL SEAL.) James M. French, Notary Public.

Received February 1, 1918. At 3.40 P.M.

Recorded February 2, 1918. Fee \$.50

George F. Burmeister, Recorder.

(No. 4782)

John Whitworth, Trustee,

To

Charles and Charles H. Bauman,

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS: That I, John Whitworth, Trustee, of the County of Erie, and State of Ohio, in consideration of the sum of One Hundred and Twenty-five Dollars, in hand paid by Charles Bauman and Charles H. Bauman, of same place, have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Charles Bauman and Charles H. Bauman, their heirs and assigns forever, the following premises, situate in the County of Erie, in the State of Ohio, and in the Ninth Ward of Sandusky, O., and bounded and described as follows, to-wit:-

Being Lot No. 88 on Lane Street, in the Chamber of Commerce Subdivision, North of L. S. & M. S. Railway, in said Ninth Ward, and being in the subdivision of out-lots Nos. 33, 34, 35 and 36.

TO HAVE AND TO HOLD said premises, with the appurtenances, unto the said Charles Bauman and Charles H. Bauman, their heirs and assigns forever.

And the said John Whitworth, Trustee, for himself and his Executors, Administrators and Heirs, do hereby covenant with the said Charles Bauman and Charles H. Bauman, their heirs and assigns, that he is lawfully seized of the premises aforesaid, that the said premises are free and clear from all incumbrances whatsoever, except taxes of 1900, which grantee agrees to pay and that he will forever warrant and defend the same, with the appurtenances, unto the said Charles Bauman and Charles H. Bauman, heirs and assigns, against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, I the said John Whitworth, Trustee, hereunto set my hand and

South Dale To Sacot Dale

The own all seem by these presents, that I Ebeware B. badler of the bounds of line and blat of this or I state for certain condition of the Estate of Matter Beborn deceased, for and in consideration of the seem of seems lose and and tennely eight dollars to me in hand paid by Soreph Dale of said bounty, do been by bargoin, sell now and convey to the said South Dale and to his here and apigns forware, the following described primitive to and thirty one in the township of Hurmin we have boundy to with being that portion and parts of set, turnly fine, that and thirty one in the fourth section of said Township and bounded as follows, on the Moth by a part of said lot 31 Sold by said Vinestie to Evra brook, On the bash by the west line of said lots 25. 30 to coston ining according to Joseph Darlings durry seist, first yout you across of land. To have and to hold the above granted and bargained primites to him the said Joseph Dale and to his here and apiges fenore, fine and clear from all incumbrances created by said Treater or by any person claiming under him, I'm with the said Secunder of the said Sales from the said Treater or by any person claiming under him, I'm with the said Secunder of the said Sales South Sign of December AB. 1850.

6.13. Valler Toward Charles South Survey alexander of M. H. Clark Samuel Mosp.

State of Ohio Eni County for Personally appeared the skind Ebenezer B. Sadler the signer and tester of the forgoing instrument and acknowledged the same to be his for act and dud, made for the forfour therew Mentioned and as such Touster, December 200 1850.

Received for Record December 200 1830. and Recorded Dec. 3° 1850. Charles Wilber Recorder By & W. Barker bofts.

This Underture and the twenty winth day of May in the year of our Lord one thousand if the thousand if the twenty six Between the fresh country of the way of the Vowership of Oreford Country of the total of this of the feet part, and Kalph Harrington of the same place of the second part, Mitrespeth, that the said party of the first part, and for and in consideration of the second front, mitrespeth, that haid by the farty of the second part, whenevith the said party of the first part, doth beself declar themselves satisfied and paid but hat he prosent, the party of the second part, to be present, doth, grant, bargain, sell, alin, release, convey and confirm unto the said party of the second part, to be heirs and apigus, All those certain fives or forces of box his in

Erie County Recorder BARBARA A. SESSLER

Return To: Civista Bank, 100 E. Water Street, Sandusky, OH 44870

OPEN-END MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is December 7, 2016. The parties and their addresses are:

MORTGAGOR:

JORDAN INVESTMENT RENTALS LLC

An Ohio Limited Liability Company 1209 W JEFFERSON ST SANDUSKY OH 44870-2236

LENDER:

CIVISTA BANK

Organized and existing under the laws of Ohio 100 E Water St Sandusky, OH 44870

- 1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.
 - A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

PLEASE REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number: 39-00228.000

The property is located in Erie County at 3119 CLEVELAND ROAD, HURON, Ohio 44839-1016. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights,

all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

- 3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - The following debts and all extensions, renewals, refinancings, A. Specific Debts. modifications and replacements. A promissory note or other agreement, No. 10030555, dated December 7, 2016, from JORDAN INVESTMENT RENTALS LLC, KENNETH R. JORDAN and SHELLY A. JORDAN (Borrower) to Lender, with a loan amount of \$90,000.00.

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- B. Future Advances. All future advances from Lender to JORDAN INVESTMENT RENTALS LLC, KENNETH R. JORDAN and SHELLY A. JORDAN under the Specific Debts executed by JORDAN INVESTMENT RENTALS LLC, KENNETH R. JORDAN and SHELLY A. JORDAN in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to JORDAN INVESTMENT RENTALS LLC, KENNETH R. JORDAN and SHELLY A. JORDAN either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All Debts. All present and future debts from JORDAN INVESTMENT RENTALS LLC, KENNETH R. JORDAN and SHELLY A. JORDAN to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.
- D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

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

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

- 5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.
- 6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

JORDAN INVESTMENT RENTALS LLC Ohio Mortgage OH/4W24RCFIN004417000010940221205 Wolters Kluwer Financial 16Y

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- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.
- 10. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Mortgagor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- Mortgagor makes to Lender the following 11. WARRANTIES AND REPRESENTATIONS. warranties and representations which will continue as long as this Security Instrument is in effect:
 - A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor
 - B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.
 - C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.
- 12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal

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property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

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

- 13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 14. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
 - A. Payments. Mortgagor or Borrower fail to make a payment in full when due.
 - B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
 - C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
 - D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
 - **E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
 - F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
 - **G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
 - H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
 - I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
 - J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
 - K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
 - L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.
 - M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.
 - N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent

financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

- O. Death or Incompetency of a Guarantor. Any guarantor of payment of the Secured Debts dies or is declared legally incompetent.
- P. Failure to Comply with Laws. Mortgagor fails to comply with all applicable laws, statutes, ordinances and governmental rules, regulations and orders to which Mortgagor is subject or which apply to Mortgagor's business, property or assets.
- Q. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with this transaction.
- 15. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, valuate, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include (unless prohibited by law) reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- **B.** Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

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- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender

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requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

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

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

- 20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.
- 22. APPLICABLE LAW. This Security Instrument is governed by the laws of Ohio, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
- 23. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.
- 24. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 25. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

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- 26. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.
- 27. WAIVER OF JURY TRIAL. All of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

CONFESSION OF JUDGMENT. If Mortgagor defaults, Mortgagor authorizes any attorney to appear in a court of record and confess judgment against Mortgagor in favor of Lender. The confession of judgment may be without process and for any amount due on the Secured Debts including collection costs and reasonable attorneys' fees. This is in addition to other remedies.

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

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE WITHOUT YOUR AGAINST YOU KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, PART TO COMPLY WITH FAILURE ON HIS AGREEMENT, OR ANY OTHER CAUSE.

MORTGAGOR:

JORDAN INVESTMENT RENTALS LLC By Kend Rosa Marke

KENNETH R. JORDAN, MEMBER

membe SHELLY A. JORDAN, MEMBER

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STATE OF OHIO __, <u>COUNTY</u> OF __ ERIE This instrument was acknowledged before me this _

Liability Company.

My commission expires:

SALLY A. CROW NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES JANUARY 25, 2019

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

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EXHIBIT "A"

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

That part of original Lot Number Twenty-six (26) in Section Number Three (3) in Huron Township, Erie County, Ohio, bounded and described as follows:

Beginning in the centerline of the Cleveland-Sandusky Road (so-called) at a point south 55 ° 17' east, a distance of 611.26 feet from the southeast corner of the land conveyed to Joseph J. Faber and Mary E. Faber by deed dated January 26, 1942 and Recorded in Volume 169 of Deeds page 498, Erie County, Ohio Records; running thence north 37 ° 17' east, a distance of 230.00 feet; thence north 54 ° 25' east, a distance of 58.50 feet; thence north 66 ° 35' east, a distance of 161.50 feet to the northerly corner of a 1.23 acre parcel of land now or formerly owned by Bert S. Bardshar and Flora Bardshar; thence south 28 ° 30' west along the northwesterly line of said 1.23 acre parcel, a distance of 429.20 feet to the centerline of the Cleveland-Sandusky road; thence north 55 ° 17' west along the centerline of said road, a distance of 161.54 feet to the place of beginning, containing 1.08 acres, more or less.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

Situated in the Township of Huron, County of Erie, State of Ohio and in Section 3, Lot 26, Town 6 North, Range 22 West and bounded and described as follows:

PARCEL NO. 5-WD

Being a parcel of land lying on the left side of the centerline of a survey made by the Department of Transportation, Erie County and being located within the following described points in the boundary

Beginning at a point in the intersection of the centerline of U.S.R. 6 and the east line of Lot 26 at centerline station 752+22.26; thence north 55 ° 17' 00" west along the centerline of U.S.R. 6 a distance of 538.83 feet to a point in the southeast corner of lands of the grantor at centerline station 746+83.43 and the true place of beginning for the parcel described herein; thence north 55 ° 17' 00" west along the centerline of U.S.R. 6 a distance of 161.54 feet to a point in the southwest corner of lands of the grantor at centerline station 745+21.89; thence north 37 ° 17' 00" east along the west line of the grantor a distance of 65.06 feet to a point in the new Right of Way line; said point being 65.00 feet left of centerline station 745+24.80; thence south 55 ° 17' 00" east along the new Right of Way line a distance of 25.20 feet to a point; said point being 65.00 feet left of centerline station 745+50; thence south 34 ° 43' 00" west along the new Right of Way line a distance of 25.00 feet to a point; said point being 40.00 feet left of centerline station 745+50; thence south 55 ° 17' 00" east along the new Right of Way line a distance of 129.07 feet to a point in the east line of the grantor; said point being 40.00 feet left of centerline station 746+79.07; thence south 28 ° 30' 00" west along the east line of the grantor a distance of 40.24 feet to the true place of beginning, containing 0.1603 acres, more or less, including the present road which occupies 0.0735 acres, more or less, as surveyed by Thomas D. Y. Fok, Registered Surveyor No. 4896, in August 1988.

CONTAINING IN ALL AFTER SAID EXCEPTION 0.9197 ACRE MORE OR LESS.

DECREE ON DECLARATION OF TAKING

UNITED STATES DISTRICT COURT

To

UNITED STATES OF AMERICA

IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE NORTHERN DISTRICT OF OHIO

WESTERN DIVISION

UNITED STATES OF AMERICA,

Petitioner,

v.

26.74 ACRES OF LAND, MORE OR LESS, SITUATE IN ERIE COUNTY, STATE OF OHIO, AND WILLIAM H. LUNDY, ET AL.,

Defendants.

Civil Action No. 4671

This day comes the petitioner in the above entitled cause, United States of Americally Emerich B. Freed, United States Attorney, and John Paul Manton, Assistant United States Attorney, and moves the Court to enter judgment vesting title in the United States to a certain right of way containing 26.74 acres of land, which traverses the tracts of land described in the declaration of taking and in the petition in condemnation on file herein, and for an order fixing the date when said right of way is to be surrendered to the United States of America; thereupon, the Court proceeded to hear and pass upon said motion, petition and declaration of taking, and finds as follows:

FIRST: That the United States of America is entitled to acquire land and interest in land by eminent domain for necessary public purposes and uses of the United States, as set out and prayed in said petition;

SECOND: That a petition in condemnation was filed at the request of the Secretary of War of the United States of America, the authority empowered by law to acquire the land described in said petition, and also under authority of the Attorney General of the United States;

THIRD: That in said petition and declaration of taking a statement of authority, under which and the public use forwhich said land was taken, was set out, and that the said Secretary of War is the person duly authorized and empowered by law to acquire land, such as is described in the petition, for necessary public purposes and uses of the United States of America; and that the Attorney General of the United States is the person authorized by law to direct the institution of such condemnation proceedings;

FOURTH: That a proper description of the interest in lands sought to be taken, sufficient for the indentification thereof, is set out in said declaration of taking;

FIFTH: A statement of the interest in land taken for said public use was set out therein;

SIXTH: Maps of the tracts of lands traversed by said right of way were attached to and made a part of said declaration of taking;

SEVENTH: A statement is contained in said declaration of taking of a sum of money, estimated by said acquiring authority to be just compensation for the interest in lands taken, in the amount of \$3,616.00, and said sum was deposited into the registry of this Court, for the use of the persons entitled thereto, upon and at the time of the filing of said declaration of taking;

EIGHTH: A statement in said declaration of taking that the ultimate award of damages for the taking of said interest in lands, in the opinion of the Secretary of War, will be within the limits prescribed by Congress to be paid as the price therefor;

And the Court having fully considered under said petition in condemnation and declaration of taking, and the statutes in such case made and provided, is of the opinion that the United States of America is entitled to take said right of way and have the title thereto vested in it, pursuant to the Act of Congress approved February 26, 1931 (46 Stat. 1421; 40 U. S. C. 258a);

Gors armented Outer

It is therefore considered by the Court, and it is the order, judgment and decree of the Court, that the title to a right of way 66 feet in width, for a water pipe line, aggregating 26.74 acres, more or less, across the following described tracts of lands situate in Erie County, Ohio, beathe same is hereby vested in the United States of America, and the said right of way is deemed to be condemned and taken and is condemned and taken for the use of the United States, and the right to just compensation for the same shall vest in the persons entitled thereto when said compensation shall be ascertained and awarded in this proceeding, established by judgment thereunder pursuant to law.

TRACT II

PARCEL NUMBER I. That part of the 860 acres tract (so-called) in Section Number 2, Perkins Township, Erie County, Ohio, bounded and described as follows: Beginning at a point in the East line of the land leading from Bogard's Corners to the Beatty Cemetery (so-called) 26 rods North of the center line of Bogard Road (so-called); running thence North along the East line of said land, 22.32 rods; thence East at right angles to the East line of said land, 22.32 rods; thence South parallel with the East line of said land, 22.32 rods to the north line of the property conveyed to Harriet L. Ewing by deed dated January 9, 1869 and recorded in Volume 27 of Deeds, page 364; thence West along the North line of Property conveyed to Harriet L. Ewing as aforesaid, 21.50 rods to the place of beginning, containing 3 acres, more or less.

PARCEL NUMBER 2. Those parts of lots Number 9 and 10, in Section Number 1 and that part of the 860 acre tract (so-called) in Section No. 2, all in Perkins Township, Erie County, Ohio, bounded and described as follows: Beginning at the intersection of the center line of the Sandusky-Norwalk Road (so-called), and the center line of the Bogart Road (so-called), running thence Easterly along the center line of said Bogart Road, 7 chains; thence Southeasterly parallel with the center line of the Sandusky-Norwalk Road, 22.28 chains; thence Westerly 7.01 chains to a point in the center line of the Sandusky-Norwalk Road, which point is 21.03 chains Southeasterly from the place of beginning, therein North-westerly along the center line of said Sandusky-Norwalk Road, 21.03 chains to the place of beginning. Containing 15 acres, more or less.

Said right of way over the premises hereinbefore described being a strip of land sixty-six feet (66') in width extending thirty-threefeet (33') on either side of and parallel to a line, beginning at a point in the center line of the Sandusky-Norwalk road, 700' (seven hundred feet) more or less, Southeast of the center of the intersection of Bogart road and Sandusky-Huron Road, and extending six hundred fifty feet (650'), more or less, North sixty degrees thirty minutes (60° 30') East to a point where said line crosses the Easternmost boundary of the hereinbefore described lands owned by William H. and E. A. Lundy, and being approximately 650 feet in length.

TRACT III

Situate in the First and Second Sections of Perkins Township and being 40.70 acres of land, more or less, bounded on the North by Huron Road, on the East by lands now or formerly owned by Frank Everitt, on the South by lands now or formerly owned by Jacob Zorn, on the West by the Sandusky and Milan Road, excepting therefrom fifteen (15) acres sold to Martin Kaltenbach, leaving about 25.70 acres.

Said right-of-way over the premises hereinbefore described being a strip of land sixty-six feet (66') in width extending thirty-three (33') on either side of and parallel to a line beginning at a point on the South-west boundary line of the lands hereinbefore described, six hundred fifty feet (650') more or less, due South of the center line of Bogart Road and coincident with the termination of the center line of the easement running through the lands of William H. and E. A. Lundy, and extending seven hundred feet (700') more or less, North, Sixty-eight degrees thirty minutes (68° 30') East to a point where said line crosses the easternmost boundary of the hereinbefore described lands of Eugene and Fred Merkle.

TRACT IV

Being the West fifty-two and one-half $(52\frac{1}{8})$ acres of land in Lot No. 16, Section 4, in said Huron Township, and bounded as follows; to-wit: North of the Bogart Road, so-called, East by lands now owned by Frank H. Everett, South by the North line of Lot No. 15, and West by the West line of said Lot No. 16, and being the same land conveyed to Edward and Catherine Everett by Frank H. Everett.

Said right-of-way over the premises hereinbefore described being a strip of land sixty-six feet (66') in width extending thirty-three (33') on either side of and parallel to a line beginning at a point on the Western boundary line of the hereinbefore described lands of J. E. Everett, three hundred and fifty feet (350'), more or less, due South of the center line of Bogart and coincident with the termination of the center line of the easement running through thelands of Eugene and Fred Merkle, and extending nine hundred and fifty feet (950') more or less, North sixty-eight degrees thirty minutes (68° 30') East to a point where the line crosses the center line of Bogart Road, approximately seven hundred and fifty feet (750') East of the Perkins Township line.

TRACTVI

The West fifty (50) acres of land in Lot No. 21, Section 4, in said lands now owned by Belle Steinen, East by lands now owned by Samuel Devlin, South by the Bogart Road, so-called, and West by the Galloway Road, so-called.

Said right-of-way over the premises hereinbefore described being a strip of land sixty-six (66') in width extending thirty-three feet (33') on either side of and parallel to a line beginning at a point in the center line of Bogart Road, seven hundred and fifty feet (750'), more or less, East of the Perkins Township line and coinciding with the termination of the center line of the easement running through the lands of J. E. Everett, and extending two hundred sixteen feet (216'), more or less, sixty-one degrees (61°) East to a point where said line crosses the Easternmost boundary of the hereinbefore described land of Catherine C. Everett.

TRACT VII

The West 33 acres of the East 60 acres of Lot No. 21, in Section 4, Huron Township. Being the West 33 acres of the premises conveyed to Samuel Walter Davlin by deed dated October 24, 1929 and recorded in Volume 138 of Deeds, page 602, Erie County, Ohio Records.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet in width extending 33 feet on either side of an parallel to a line beginning at a point on the Western boundary line of the hereinbefore described lands of Alverna Davlin, 100 feet, more or less, due North of the center line of Bogart Road and coincident with the termination of the center line of the easement running through the lands of Catherine C. Everett, and extending 700 feet, more or less, 61 degrees East to a point where saidline crosses the Easternmost boundary of the hereinbefore described lands of Alverna Davlin.

TRACT VIII

Section 4, Huron Township, and bounded and described as follows: to wit; being 60 acres of land off the East side of Lot No. 21, Section 4, Huron Township; also 33 acres off the West side of Lot No. 20 Section 4, of said Huron Township; also all that part of Lot 20, South of the middle Huron Road, so-called, owned by A. D. Davlin, containing 24 acres, more or less,

ALSO, situated in the fourth Section of Huron Township in said County and State as aforesaid and being 60 acres of land off the east side of Lot No. 21, and being the same land conveyed by Samuel Devlin, Sr., to Samuel Devlin, Jr., in a certain deed dated October 3, 1898 and recorded in Volume 66, at Page 308 of the Erie County Deed Records.

ALSO, situated in the State of Ohio, Fourth Section of Huron Township and being 33 acres of land off the West side of Lot No. 20, Section 4, insaid Township of Huron, in the County of Erie, and being the same land conveyed by Samuel Devlin, Sr., to Samuel Devlin, Jr., in a certain deed dated October 3, 1898, and recorded in Volume 66 at page 308 of the Erie County Deed Records.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet in width extending 33 feet on either side of and parallel to a line beginning at a point on the Western boundary line of the here-inbefore described lands of Samuel Walter Davlin 400 feet, more or less, due North of the center line of Bogart Road and coincident with the termination of the center line of the easement running through the lands of Alverna Davlin, and extending 1300 feet, more or less, North 61 degrees East to a point where said line crosses the Easternmost boundary of the hereinbefore described lands of Samuel Walter Davlin.

TRACT X

Situated in the Township of Huron, and bounded on the South by the center of the road leading to Huron, on the West by land formerly owned by J. Hind, on the North by the South line of Lot No. 23, and on the East by lands owned by William Klein, Sr., containing 25 acres of land, more or less, said land known as the middle part of Lot No. 20 in the Fourth Section of said Township.

Said right-of-way over the premises hereinbefore described being a strip of land 56 feet in width extending 33 feet on either side of and parallel to a line beginning at a point on the Western Boundary line of the lands hereinbefore described, 800 feet, more or less, due North of the center line of Boss Road and coincidient with the termination of the center line of the easement running through the lands of Samuel and Walter Davlin and extending 750 feet, more or less, North, 61 degrees 30 minutes East to a point where saidline crosses the Easternmost boundary of the hereinbefore described lands of Ruis H. and Ida H. Koch.

TRACT XI

Being the Northeast part of Lot No. 20, in Section 4, Huron Township , bounded as follows:

On the South by center of road running to Huron, thence running West from the East line of said lot along said road, 37 rods to a stake in said road; thence North to the South line of Lot 23; thence East to the last line of said lot; thence South along this line to the place of beginning, containing 21-3/4 acres of land, more or less.

ALSO, 30 acres 3 rods of 26 rods of land off the East side of Lot 23 in Section 4, of said Township running the whole length North and South of said Lot and measuring from the East line of said lot running West 37 rods to a stake at each end of said lot so as to include the above quantity of land.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet in with extending 33 feet on either side of and parallel to a line beginning at a point on the Western boundary line of the lands hereinbefore described, 950 feet, more or less, due North of the center line of Boss Road and coincident with the termination of the center line of the easement running through the lands of Louis H. and Ida H. Koch, and extending 750 feet, more or less, North 61 degrees East to a point where said line crosses the eastermost boundary of the herein-before described lands of Carl Schemenauer.

TRACT XII

Being that part of original lot No. 19 in Section No. 4, Huron Township, bounded and described as follows:

Beginning at the intersection of the West line of said lot number 19 and center line of the Boss Road, so-called; running thence North 69 degrees and 6 minutes East along center line of said 69 feet; thence North 0° 20' parallel with the West line of said lot 1335.83' to the North line of said lot 19; thence North 87° 25' West along the North line of said lot, 65 feet to the North west corner of said lot; thence South 0° 20' East along the West line of said lot 1343.80' to the place of beginning; containing 2 acres, more or less.

Also the following described premises, to-wit:

In the Pourth Section of the Township of Huron, and being the South onehalf of the West one-half of lot number 24, containing 24.31 acres of land, being the same more or less.

PARCEL NO. 1: Said right-of-way over the premises hereinbefore described being a strip of land 66 feet in width extending 33 feet on either side of and parallel to a line beginning at a point on the Western Boundary line of the lands hereinbefore described, 1050 feet more or less, due North of the center line of Boss Road and coincident with the termination of the center line of the easement across the lands of Carl Schemenaur, and extending 100 feet, more or less, North, 61 degrees East to a point where said line crosses the Easternmost boundary of the hereinbefore described lands of Frank Everett.

PARCEL NO. 2: Said easement and right of way over the premises hereinbefore described being a strip of land 66 feet in width extending 33 feet on either side of and parallel to a line beginning at a point on the Southern boundary line of the lands hereinbefore described, elwen hundred fifty feet, more or less, North of the center line of Boss Road and coincident with the termination of the center line of the easement across the lands of Theordore B. Daugh, and extending 600 feet, more or less, North, 61 degrees East to a point where said line crosses the Easternmost boundary of the hereinbefore described lands of Frank Everett.

TRACT XIII

Being known as part of Lot No. 19, and more particularly bounded and described as follows: Commencing at the Northwest corner of said Lot No. 19, thence South 88° East on the Bast on the lot line 4 and 98/100 chains; thence South 0° 20' East 19 and 75/100 chains to the center of the road; thence 69° West in the center of said road 5 and 35/100 chains to the West line of said Section; thence North 0° 20' West on the lot line 20 and 36/100 chains to the place of beginning, containing 10 acres of land, and being the same premises conveyed to Sanford Curtis by J. L. Hull and Angeline W. Hull by deed bearing the date of January 10th, 1893 and recorded in Erie County Records of Deeds, Volume 58, page 27-28.

Except the following described parcel: Beginning at the intersection of the West line of Lot No. 19, with the center line of the Boss Road; thence North 69° 46' East along the center of said road 69 feet; thence North 0° 20' West parallel to the lot line to the North line of Lot No. 19; thence North 87° 25' West along the North line of Lot No. 19, 65 feet to the West line of Lot No. 19; thence South 0° 20' East along the West lot line 1343.80 feet to the place of beginning, containing 2 acres, more or less.

Said right-of-way over the premises hereinbefore described being a strip of land 66feet in width extending 33 feet on either side of an parallel to a line beginning at a point on the Western boundary line of the lands hereinbefore described, 1100 feet, more or less, North of the center line of Boss Road and coincident with the termination of the center line of the easement across the lands of Frank Everett, and extending 300 feet, more or less, North, 61 degrees East to a point where said line crosses the Eastermost boundary of the hereinbefore described lands of Carrie Camp.

TRACT XIV

The whole of lot number 19 Section 4, of said Township, except 1/2 acre off the West side thereof, and heretofore sold for school purposes and except 2 acres off the East side heretofore conveyed to one Harriet Holden by deed dated April 10, 1874; and also except 10 acres off the west side thereof deeded to Sanford Curtis on or about January 10th, 1893; the amount left of said lot and herein conveyed by 86.50 acres of land, more or less;

Except the following described premises which have been sold off of the above tract; Situate in the Township of Huron, and being part of Lot No. 19, in the Fourth Section, more definitely described as follows: Commencingat an iron monument in the Southeast corner of said Lot No. 19; thence North in the East line of said Lot 1107.2 feet to the Southeast corner of the Grantee's lands; thence West 214.5 feet; thence North 429.0 feet to the center of the Boss Road called; thence South 72° 07' West in the center of said Lot No. 19, 1369.2 feet to the South line of said lot; thence South 87° 45' East, 653.1 feet to the place of beginning, containing 20 acres of land.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet wide extending 33 feet on either side of and parallel to a line beginning at a point on the Western boundary line of the lands hereinbefore described, 1150 feet, more or less, North of the center line of Boss Road and coincident with the termination of the center line of the easement across the lands of Carrie Camp, and extending 200 feet, more or less, north, 61 degrees East to a point where said line crosses the Northernmost boundary of the hereinbefore described lands of Theodore E. Dauch.

TRACT XV

Situated in the 3rd Section of Huron Township, being 50 acres of land off the West side of Lot No. 22 in said section.

ALSO, commencing at the Northeast corner of Lot No. 24, in the 4th Section of Huron Township, and running thence South 4 degrees East 10 chains 25 links to a stake; thence South 89 degrees West, 14 chains 67 links to a stake; thence North 4 degrees West 10 chains 24 links to a stake; thence North 89 degrees East along North line of said lot 14 chains 65 links to the place of beginning, containing 15 acres of land, more orless.

ALSO, situated in the Township of Huron, being 17 and 15/100 acres of land which is the East half of the East half of Lot No. 24 in Section 4 of said Township, except that portion of said East half of said lothere-inbefore deeded to George Boos by N. C. Dildine of the North end of said East half of said Lot 24.

ALSO, situated in the County of Erie and State of Ohio and Huron Township, being the West Half of the East Half of Lot No. 24, in Section 4 of said Township, containing 17 and 15/100 acres of land, more or less, excepting that portion of the said East half conveyed to George Boos by N. C. Dildine by deed recorded in Volume 154, Page 310, in the Office of the Recorder, Erie County, Ohio.

PARCEL NO. 2: Being the North Half of the West Half of Lot No. 24 in Section 4, Huron Township, containing 25 acres of land, more or less.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet in width extending 33 feet on either side of and parallel to a line beginning at a point on the Western boundary line of the lands hereinbefore described 1300 feet, more or less, due North of the center line of Boss Road and coincident with the termination of the center line of the easement across the lands of Frank Everett, and extending 2350 feet, more or less, North 61 degrees East to a point where said line crosses the Easternmost boundary of the hereinbefore described lands of George Boos.

TRACT XVI

East Half of Lot No. 22, Section 3, Huron Township, Erie County, and all lines parallel with lot lines, containing 68 acres, more or less.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet wide, extending 33 feet on either side of and parallel to a line beginning at a point on the Western boundary line of the lands hereinbefore described 1800 feet, more or less, due North of the center line of Boss Road and coincident with the termination of the center line of the easement across the lands of George Boos, and extending 1500 feet, more or less, North 61 degrees East to a pointwhere said line crosses the center line of Camp Street approximately 2500 feet North of the Center of the intersection of Boos Road and Camp Road.

TRACT XVIII

In the Township of Huron and bounded and described as follows:

FIRST PARCEL: Being part of Lot No. 26 in the Third Section of said Township and more definitely described as follows: Commencing at the Southwest corner of said lot; thence North 0° 20' West in lot line 9.00 chains; thence South 87° 15' East 4-18/100 chains; thence South 0° 20' East 9.00 chains; thence North 87° 15' West in lot line 4-18/100 chains to the place of beginning, containing 3-75/100 acres.

SECOND PARCEL: Being part of Lot No. 23 in the Third Section of said Township and more definitely described as follows: Commencing at the Northwest corner of said Lot 23, there South 87° 15' East in lot line 16-80/100 chains; thence South 0° 20' East 9-68/100 chains; thence North 87° 15' West 16-80/100 chains; thence North 0° 20' West in the lot line 9-68/100 chains to the place of beginning, containing 16-25/100 acres.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet in width extending 33 feet on either side of and parallel to a line beginning at a point in the center line of Camp Road approximately 25000 feet, more or less, North of the center of the intersection of Boos Road and Camp Road and coincident with the termination of the center line of the easement across the lands of Martin Purcell, and extending 400 feet, more or less, North 38 degrees 30 minutes East

to a point where said line crosses the easternmost boundary of the herein-before described lands of Jay L. Liebach.

TRACT XIX

Situate in the Third Section of Huron Township and being a part of lot number Twenty-Six (26) in the third section of said Township and more definitely described as follows:

Commencing at a point in the center of the Camp Road at the Northwest corner of Leibacher's land, which point is 594 feet from the Southwest corner of the above lot number twenty-six (26) thence North 87 degrees and 30' East 276 feet, thence South 0 degrees 27' East 594 feet to the South line of said lot, thence South 87 degrees 30' East 373 feet, thence North 0 degrees 37' West 1060.25 feet to the South line of the rightef-way of the L. S. & M. S. R. R., thence North 57 Degrees 23' West with said right-of-way line 772.5 feet to the center of the Camp Road, thence South 0 degrees 33' West with the center line of said road 854.85 feet to the point of beginning and containing fourteen and 82/100 (14-82/100) acres of land excepting therefrom a piece sold off to the New York Central Railroad and more definitely described as follows: thence

Beginning at a point in the Southwesterly line of the land of the New York Central Railroad Company where the same is intersected by the dividing line between the land of the KMegers and the land of Sarah Curtis, et al., thence Northwesterly along the Southwesterly line of the land of the Grantee, the same being distant fifty (50) feet by rectangular measurment Southwesterly from and parallel to the original center line of the railroad of the NYCRRCO, a distance of seven hundred and eighty-eight (788) feet, more or less, to the line between said lot twenty-six (26) and lot Twenty Seven (27); said lot line being also the center line of a public road; thence South along said lot line to a point distance sixty-five (65) feet by rectangular measurement Southwesterly from said center line of main tract; thence Southwesterly along a line drawn parallel to and distance fifteen (15) feet by rectangular measurement Southwesterly from said Southwesterly line of the land of Grantee, to the dividing line above mentioned; containing two hundred seventy one thousandths (0.271) of an acre, more or less, leaving in all 14.549 acres of land, more or less.

Being the same premises conveyed to the Grantor as per deed recorded in Vol. 147, Pages 384-385, Erie County, Ohio, Deed Records.

Said right-of-way over the premises heminbefore described being a strip of land sixty-six feet (66') in width extending thirty-three feet (33') on either side of and parallel to a line beginning at a point on the Western boundary line of the hereinbefore described lands of C. K. and M. Mullowney, two hundred and fifty feet (250'), more or less, East of the center line*of the easement across the lands of Martin Purcell, and extending six hundred feet (600') more or less, North, thirty-eight degrees thirty minutes (38° 30') East to a point where said line crosses the Westernmost boundary of the hereinbefore described lands of C. K. and M. Mullowney. ** **of Camp Road and concident with the termination of the center line TRACT XX

TRACT XX

Commencing at the South line of Lot twenty-six (26) at the South West corner of a tract or parcel of land set to Polly Curtis and others on the application of Thomas Hughes and Harry Curtis at the May Term 1838 of Huron County Com. Pleas Court, recorded in Records Volume3, Page 276; running thence South 89 1/4 degrees East 2 71/100 chains on the South line of said Lot 36 to a stake; thence North 1 1/4 degrees West 22-65/100 chains to the center of the road leading from Sandusky to Huron, thence North 61 degrees 20 minutes West, 3-09/100 chains in the center of said road to the West line of said tract, thence South 1-3/4 degrees East on the East on the said West line of said tract 24-032/100 chains to the place of beginning, containing six and one-fourth acres of land, more or less, according to survey of A. W. Judson, made the 6th day of September, 1886, excepting therefrom a right-of-way, containing 13 acres.

Said right-of-way over the premises hereinbefore described being a strip of land sixty-six feet (66') in width extending thirty three (33') on either side of and parallel to a line beginning at a point on the Western boundary line of the hereinbefore described lands of C. Curtis seven hundred feet (700'), more or less, due East of the center line of Camp Road and coincident with the termination of the center line of the easement across the lands of C. K. and M. Mullowney, and extending one hundred feet (100'), more or less, North thirty-eight degrees (38°) and thirty minutes (30') East to a pointwhere said line crosses the Easternmost boundary of the hereinbefore described lands of C. Curtis.

TRACT XXI

Being a part of Lot Twenty-six (26), described as follows:

Beginning at a point in the Southwesterly line of the land of the New York Central Railroad Company, where the same is intersected by the dividing line between the land of the George and Eva Anna Klieger and the lands of Sarah Curtis, et al.

Thence Northwesterly along the Southwesterly line of the land of the New York Central Railroad Company, and same being distant fifty (50) feet by rectangular measurement Southwesterly from and parallel to the original center line of the railroad of the New York Central Railroad Company, a distance of seven hundred and eighty-eight (788') feet, more or less, to the line between said lot Twenty-six (26) and Lot Twenty-seven (27); said lot line being also the center line of public highway; thence South along said lot line to a point distant sixty-five (65) feet by rectangular measurement Southwesterly from said center line of main tract; thence Southeasterly along a line drawn parallel to and distant fifteen (15) feet by rectangular measurement Southwesterly from said Southwesterly line of the land of the New York Central Railroad Company, to the dividing line above mentioned; thence North along said dividing line to the place of beginning, and containing two hundred seventy one thousandths (0.271) of an acre, more or less.

Said right-of-way over the premises hereinbefore described being a strip of land sixty-six (66) in width extending thirty-three (33') feet on at ther side of and parallel to a line beginning at a point on the Southwestern boundary line of the premises of the New York Central Railroad Company, seven hundred fifty feet (750'), more or less, due East of the center line of Camp Road and coincident with the termination of the center line of the easement across the lands of C. Curtis, and extending two hundred feet (200'), more or less, North, thirty-eight degrees, thirty minutes (38°-30') East to a point where said line crosses the Easternmost boundary of the said premises of the New York Central Railroad Company.

TRACT XXII

Situate in the Township of Huron, and described as follows: A part of lot number twenty-six (26) in section three (3) of said township; Beginning at a concrete monument in the center of the Huron-Sandusky Road, distant 1352.5 feet, North 56° 17' West from the intersection of the center line of said road with the East line of Lot No. 26, thence in the center of said road North 56° 17' West, 163.5 feet, thence in the center of said road North 61° 26' West 174.4 feet to an iron pin, thence South 1° 00' East 421.7 feet to the North line of the LS and MS RR right-of-way thence in the same course 119.9 feet across said right-of-way to the South line thereof, thence in the same course 954.2 feet to a cedar stake in the South line of lot 26, thence in the South line of Lot 26, South 87° 52' East 281.0 feet across said right-f-way to the North line thereof, thence in the same course 430.5 feet to the place of beginning, containing 8.32 acres of land, but excepting therefrom 0.78 acres contained in the LS MS RR right-of-way and 0.13 acres contained in the right-of-way of the Lake Shore Electric Railway Company.

Said right-of-way over the premises hereinbefore described being a strip of land sixty-six feet (66') in width extending thirty-three feet (33') on either side of and parallel to a line beginning at a point on the Western boundary line of the hereinbefore described lands of N. Everett Eight hundred and fifty Feet (850'), more or less, due East of the center line of Camp Road and coincident with the termination of the center line of the easement across the lands of The New York Central Railroad Company, and extending four hundred feet (400'), more or less, North, thirty-eight degrees thirty minutes (38° 30') East to a point in the center line of the Cleveland-Sandusky Road elwen hundred feet (1100'), more or less, due East of the center line of Camp Road.

TRACT XXIV

Situate in the Second Section of the Township of Huron, and described as follows:

The North one-half of the East one-half of Lot No. 23, comprising 30 acres of land, more or less.

ALSO, the East one-half of Lot No. 26, excepting 14-37/100 acres on the East side of said lot,

ALSO, excepting the Railroad rights-of-way, containing 42 15/100 acres of land, more or less, exclusive of exceptions;

ALSO, the East one-half of Lot No. 29, except 15.50 acres on the East side of said lot and 15 acres on the North end of said lot.

Said right-of-way over the premises hereinbefore described being a strip of land sixty-six feet (66') in width, extending thirty-three feet (33') on either side of an parallel to a line beginning at a point in the center line of the Cleveland-Sandusky Road eleven hundred feet (1100') more or less, due East of the center line of Camp Road and coincident with the termination of the center line of the easement across the lands of N. Everett, and extending twelve hundred feet (1200') more or less, North, thirty-eight degrees thirty minutes (38° 30') East to a point where said line crosses the Easternmost boundary of the hereinbefore described lands of Martha Bardshar.

TRACT XXV

Being parts of Lots Nos. 26 and 29 in the Third Section of Huron Township, described as follows: Being the East part of said Lots, bounded on the North by the North line of Lot No. 29, on the East by the East lines of said lots, South by land formerly owned by Jacob Dale and on the West by Jacob Dale's land; except from the above 1 acre and 55 rods, more or less, deeded by A. Kelsey to Phoebe Hunt, and now owned by Elizabeth Dale, also excepting a right-of-way on the East line of said land 12 feet wide from the Huron and Sandusky Road to the North line of said Lot 26 and 8 feet wide 34 rods North of the East line of said Lot No. 29, the same to be used as a road.

ALSO, excepting from the above a strip of land 17 feet in width off the South end of said land and is part of Lot No. 26 bounded East by the East line of said Lot No. 26 on the South by the road from Sandusky to Huron and on the West line of said 14.50 acres owned by said Bardshar in said Lot No. 26, the land hereby intended to be conveyed, being 14 acres in Lot 26 and 15 acres, in Lot No. 29, more or less.

Said right-d-way over the premises hereinbefore described being a strip of land 61 feet in width extending 33 feet on either side of and parallel to a line beginning at a point on the Western boundary line of the hereinbefore described lands of B. S. and F. J. Bardshar, 1550 feet, more or less, due North of the center line of the Cleveland-Sandusky Roadand coincident with the termination of the center line of the easement across the lands of Martha Bardshar, and extending 400 feet, more or less, North, 38 degrees and 30 minutes East to a pointwhere said line crosses the Easternmost boundary of the hereinbefore described lands of B. S. and F. J. Bardshar.

TRACT XXVI

PARCEL 1: That part of Lot No. 30 in Section No. 3 of said Huron Township, bounded and described as follows: Beginning at the Southwest corner of said Lot 30; running thence North ldegree 30 minutes West, along the West line of said Lot 31.55 chains to the South line of a 15 acre parcel of land conveyed to Charles A. Dildine, et al., by deed dated February 17, 1886 and recorded in Volume 50 of Deeds, page 76, Eric County, Ohio records; thence South 89 degrees 20 minutes East, along said last mentioned line 14.64 chains; thence South 1 degree 30 minutes East 31.55 chains to the south line of mid Lot No. 30,; thence North 89 degrees 20 minutes West, along the South line of said Lot 14.64 chains to the place of beginning, containing 46.00 acres, more or less.

Said right-of-way over the premises hereinbefore described being a strip of land sixty-six feet in width extending 33 feet on either side of and parallel to a line beginning at a point on the Western boundary line of the hereinbefore described lands of Stella Stanford, 2050 feet, more or less, due North of the center line of the Cleveland-Sandusky Road and coincident with the termination of the center line of the easement across the lands of B. S. and F. J. Bardshar, and extending 1650 feet, more or less, North, 38 degrees and 30 minutes East to a point where said line crosses the Northeasternmost boundary of the hereinbefore described landsof Stella Stanford.

TRACT XXVII

Being part of the North part of Section Numbers three and four of Hiron Township and more fully described as follows:

PARCEL 1: Beginning at an iron pipe monument set in the South line of lot No. 30 in said Section Number three, which monument is 938.7 feet West, measured in the Lot line, from the Southeast corner of said lot thirty; thence North 86° 30' West in the South line of said lot, 321. feet to the middle of a concrete post; thence North 87° 52' West, in the South line of said Lot 91.0 feet to an iron pipe monument; thence North 0° 01' East parallel with the West line of said lot and in the East line of lands of Chas. E. and Emma E. Johnson, 2058.4 feet to an iron pipe monument; thence North 87° 52' West, parallel with the South line of said lot and in the North line of lands of said Johnson, 866.2 feet to an iron wipe monument set in the West line of said lot. 866.2 feet to an iron pipe monument set in the West line of said lot; thence North 0° 0' East, in the West line of said lot, 779.6 feet to an iron pipe monument set in the Northwest corner of said lot thirty; an iron pipe monument set in the Northwest corner of said lot thirty; thence North 87° 16' west, in the North line of lot number twenty-nine in said Section three, a distance of 2250.2 feet to an iron pipe monument set in the Northwest corner of said lot twenty-nine; thence North 73° 01' West, in the North line of lot number twenty-eight in said section three, a distance of 2408.06 feet to an iron pipe monument set South 73° 01' East, 12.22 feet from the Northwest corner of said lot twenty-eight; thence South 0° 08' East, parallel with said lot line and 12.0 feet East therefrom, 559.7 feet to an iron pipe monument; thence South 89° 52' West, in the North line of lands of The G. A. Boeckling Company, 197.6 feet to a large cak stake; thence Northerly, following a curve of 715.3 feet radius, parallel to and 100.0 feet Easterly byradial measurement from the middle line of the New road to Cedar Point, to a point North 3° 18' West 112.1 feet from said stake; thence North 1° 12' East, parallel to and 100.0 feet East by rectangular measurement from the middle line of said New Road to Cedar Point, a distance of 324.8 feet to an ironpipe monument set at the beginning point of a curve; thence by a curve of 574.6 feet radius to the right, parallel to and 100.0 feet distant by a radial measurement from the middle line of said road, a distance of 236.2 feet to an iron pipe monument; thence North 24' 47' East parallel to and 100.0 feet Easterly, measured at right angles thereto, from the middle line of said road, a distance of 2685.0 feet radius to the left, parallel to and 100.0 feet Easterly by radial measurement from the middle line of said road, a distance of 114.9 feet to an implie monument, which last monument is set 100.0 feet Southmesterly, measured at right angles thereto, from said Southerly or Bay Shore to an iron pipe monument set South 45° 08' East 221.8 feet from the last described monument; thence Southeasterly parallel to and 100.0 feet distant, measured at right angles thereto, from said Southerly or Bay Shor thence North 87° 16' West, in the North line of lot number twenty-nine in said Section three, a distance of 2250.2 feet to an iron pipe monudescribed monument; thence Southeasterly parallel to and 100.0 feet distant, measured at right angles thereto, from said Southerly or Bay Shore, to an iron pipe monument set South 52° 44' East 501.0 from the last described monument; thence Southgasterly perallel to and 100.0 feet distant, measured at right angles, from said Southerly or Bay Shore to an iron pipe monument set South 57° 20' East 505.2 feet from the last described monument; thence Southeasterly parallel to and 100.0 feet distant, measured at right angles thereto, from said Southerly or Bay Shore to an iron pipe monument set South 55° 58' Bast 506.2 feet from the last described monument; thence Southeasterly parallel to and 100.0 feet distant, measured at right angles thereto, from said Southerly or Bay Shore, to an iron pipe monument set South 47° 27' East 500.7 feet from the last described monument; thence Southeasterly parallel to an 100.0 feet distant, measured at right angles thereto, from said Southerly or Bay Shore, to an iron pipe monument set South 56° 45' East 503.0 feet from thelast described monument in the south 56° 45' East 503.0 feet from thelast described monument in the south 56° 45' East 503.0 feet from thelast described monument; thence Southeasterly parallel to and 100.0 feet distant; measured at right angles thereto, from said Southerly or Bay Shore, to an iron pipe monument set South 47° 57' East 500.0 feet from the last described monument; thence Southeasterly, parallel to and 100.0 feet distant; measured at right angles thereto, from said Southerly or Bay Shore of said Cedar Foint Peninsula, to an iron pipe monument set South 43° 05' East 500.15 feet from the last described monument and North 89° 56' West 501.3 feet from the East line produced to said lot thirty; Section three; thence Southeasterly, parallel to and 150.00 feet distant by radial measurement from the middle line of the old, or original, concrete roadway to Cedar Point), 140.0 feet to an iron pipe monument set at the beginning point of a curve; thence South wes

The premises above described, exclusive of said 6.5 acres, containing 315.32 acres of which 48.8 acres are in said Lot No. 30. Section 3; 0.1 acres are in said Lot No. 28, Section 3 and 2.0 acres in said Lot No.

In the above description the courses refer to a meridian assumed for the purpose of indicating angles only.

Being a portion of the same premises conveyed by the G. A. Boeckling Company to said C. Webb Sadler and Chas. A. Bogert by deed dated February 9, 1921, and recorded in Volume 115 at pages 196-7 of the Record Deeds of said Erie County.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet wide, extending 33 feet on either side of and parallel to a line beginning at a point on the Western boundary line of the hereinbefore described lands of the Wyandotte Sporting Club, 3600 feet, more or less, due North of the center line of the Cleveland-Sandusky Road and coincident with the termination of the center line of the easement across the lands of Stella Stanford, and extending 1500 feet, more orless, North 36° East to a point where said line crosses the Eastern boundary of the hereinbefore described lands of the Wyandotte Sporting Club.

TRACT XXVIII

Situated in the Second Section of Huron Township, extended North to the waters of Lake Erie and being in the so-called "Sand Bar" proper, or the peninsula, known as Cedar Point, between the West line of Huron Township extended North across the "Sand Bar" until it reaches the waters of Lake Erie and the East line of Original Lot No. 52; containing 15.20 acres, more or less.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet in width extending 33 feet on either side of and parallel to a line beginning at a point at the Western side of the old Cedar Point Road, 4800 feet, more or less, due North of the center line of the Cleveland-Sandusky Road, and coinciding with the termination of the center line of the easement across the lands of the Wyandotte Sporting Club, and extending 200 feet, more or less, North 36° East to a point where said line crosses the Northeastern boundary of the hereinbefore described lands of the G. A. Boeckling Company.

TRACT XXIX

Situated in Erie County, and being a strip of land $16\frac{1}{2}$ feet wide abutting on the South side of the highway off the North side of the 6.25 acres owned by Ortugal Curtis in Lot No. 26 and bounded on the north by the South line of the highway; on the East and West by the East and West line of said tract of 6.25 acres; and on the South by a line parallel

with, and 16% feet from the South line of said highway, containing 13 of an acre; also

PARCEL NO. 2: A strip of land one rod wide abutting on the South line of the highway leading from Sandusky to Huron and extending across a tract 16.75 acres in Lot No. 26, owned by August and Mary Hemminger, said strip is bounded on the North by the South line of said highway; on the Westby the land of Ortugal Curtis; on the East by lands of the Estate of Jacob Dale; and on the South by a line parallel with and 162 feet from the South line of said highway, containing .8 of an acre.

Said right-of-way over the premises hereinbefore described being a strip of land 66 feet in width extending 33 feet on either side of and parallel to a line beginning at a point on the Southwestern boundary line of the premises of the Toledo Edison Company 1000 feet, more or less, due East of the center line of Camp Road and coincident with the termination of the center line of the easement across the lands of N. Everett, and extending 162 feet, more or less North 38° 30' East to a point where said line crosses the Northeastern boundary of the premises of the Toledo Edison Company.

TRACTS I, V, XVII & XXIII

Situated in Erie County, and being public roads designated as Norwalk Road, Bogart Road, Camp Road, and Clewland Road.

TRACT IX

Situated in Erie County, and being a 100 foot easement across the lands of Samuel Davlin.

Maps of the foregoing tracts are attached to and made a part of the declaration of taking filed herein, to which reference is hereby made.

The possession of the above described property shall be delivered to the United States of America forthwith.

The sum of money, to wit, \$3,816.00, so deposited into the registry of the Court as aforesaid, shall be held for the further orders of this Court for its distribution, and said cause shall be held open for such other and further orders, judgments and decrees of this Court as may be just and equitable in the premises:

Done in open Court, this day of, 1941.

Frank L. Kloeb,

UNITED STATES DISTRICT JUDGE.

DISTRICT COURT OF THE UNITED STATES

NORTHERN DISTRICT OF OHIO

WESTERN DIVISION

UNITED STATES DISTRICT COURT)
NORTHERN DISTRICT OF OHIO)

I, C. B. Watkins, Clerk of the District Court of the United States within and for said District, do hereby certify the foregoing to be a true copy of the Decree on Declaration of Taking, filed September 19, 1941, at 3:40 P. M. filed in the above entitled cause in said Court and that the same is correctly copied from the original now in my official custody and on file in my office.

WITNESS my official Signature and the Seal of said Court at Toledo, in said District, this 19th day of September, A. D. 1941.

(Seal)

C. B. Watkins, Clerk.

By George H. Blossom,

Deputy Clerk.

Received October 9, 1941 at 10:51 A. M.

Recorded November 18, 1941.

Fee for Record \$10.15

Carl A. Speir, Recorder. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Elyria, Ohio, this 11th day of Dec. A. D. 1941.

(Seal)

H. H. Nye, Judge and Ex-Officio Clerk of said Probate Court.

THE STATE OF OHIO,)
LORAIN COUNTY,)

I, H. H. Nye sole Judge of the Probate Court, within and for said County and State, the same being a Court of law and record, do hereby certify that H. H. NYE whose genuine signature is attached to the foregoing certificate, was at the date hereof, and now is Ex-Officio Clerk of Said Probate Court, and as such, full faith and credit are due his acts, and that the above certificate and attestation are in due form of law, and made by the proper officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Elyria, Ohio, this 11th day of Dec. A. D. 1941.

(Seal)

H. H. Eye,

Judge of said Probate Court.

Received Dec. 17, 1941 at:10:40 A. M.

Recorded Jan. 6, 1942

Carl A. Speir,

Fee for Record \$5.50

Recorder.

PROOF READ

No. 76352

CERTIFIED COPY

THE UNITED STATES DISTRICT COURT TO

UNITED STATES OF AMERICA

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA,

Petitioner,

v.

Civil Action No. 4671

26.74 ACRES OF LAND, MORE OR LESS, SITUATE IN ERIE COUNTY, STATE OF OHIO, AND WILLIAM H. LUNDY, ET AL., Defendants.

DECREE ON AMENDMENT OF DECLARATION OF TAKING

This day comes the petitioner in the above entitled cause, United States of America, by Francis B. Kavanagh, United States Attorney, and Gerald P. Openlander, Assistant United States Attorney, and respectfully shows to the Court that on September 19, 1941, a declaration of taking was filed in the above proceeding, accompanied by a deposit of \$3,616.00 as estimated compensation for the taking of a right of way across certain tracts of land described therein; that inadvertently and through error there were included in the declaration of taking descriptions of tracts numberd 9, 14 and 28, purportedly owned by the Ohio Public Service Company, Theodore E. Dauch and G. A. Boeckling Company, respectively, for which the sums of \$50.00, \$40.00 and \$100.00, respectively, were deposited into the registry of the Court as estimated compensation for the right of way taken over and across said tracts; that the taking of said tracts 9, 14 and 28 is not necessary for the public use; that certain of the other tracts affected by the right of way were incorrectly described in said declaration of taking and in order to correct the aforesaid inaccuracies in said declaration of taking, an amendment of the declaration of taking has been issued under the direction and signature of Henry L. Stimson, Secretary of War of the United States, setting forth the correct description of the tracts affected by said right of way and omitting the tracts which were inadvertently and through error included in the declaration of taking, and

LT.

are unnecessary for the public use in connection with said right of way; and that an amendment of the petition in condemnation has been prepared, the allegations of which correspond with the corrections contained in the amendment of the declaration of taking; that the estimated compensation set forth in the amendment of the declaration of taking of Tracts 1, 5, 17 and 23 is \$4.00, which is an increase of \$3.00 over the amount set forth for the taking of said tracts in the original declaration of taking;

And the Court having fully considered the amendment of the declaration of taking, the amended petition in condemnation and being fully advised in the premises.

IT IS ORDERED, ADJUDGED AND DECREED that the title to the right of way across any part or parts of the following described tracts of land which did not vest in the United States under the declaration of taking filed herein on September 19, 1941, by reason of the incorrect descriptions contained in said declaration of taking, be and hereby is vested in the United States, and the right of way, 66 feet in width, for a water pipe line, aggregating 21.945 acres across said following described tracts of land is deemed to be condemned and taken and is condemned and taken for the use of the United States, and the right to just compensation for the same shall vest in the persons entitled thereto when said compensation shall be ascertained and awarded in this proceeding and estableished by judgment herein pursuant to law:

TRACT NO. 1

Situated in the first section of Perkins Township, Erie County, Ohio, and being part of lands now occupied by Sandusky-Norwalk Road, more definitely bounded and described as follows:

Beginning at a point in the middle line of Sandusky-Norwalk Road, said point of beginning being south 22° 13' east, a distance of 660.00 feet from the intersection of the middle line of said road, with the middle line of Bogart Road; thence north 66° 40' east, to a point in the east-erly right-of-way line of said road; thence south 22° 13' east, along said easterly right-of-way line, a distance 66.01 feet to a point; thence south 66° 40' west, to a point in the westerly might-of-way line of said road; thence north 22° 13' west along said westerly line, a distance of 66.01 feet to a point; thence north 66° 40' east, to the place of beginning.

TRACT NO. 2

Situated in the first section of Perkins Township, Erie County, Ohio and being part of lot numbers nine and ten, in the 1620 acre tract, more definitely bounded and described as follows:

Beginning at a point in the middle line of Sandusky-Norwalk Road, said point of beginning being south 22° 13' east, a distance of 660.00 feet from the intersection of the middle line of Bogart Road, with the middle line of Sandusky-Norwalk Road; thence north 66° 40' east, a distance of 452.55 feet to a point in the easterly line of lands now owned by the grantee herein; thence south 21° 00' east, along the easterly line of lands of the grantee herein, a distance of 66.05 feet to a point; thence south 66° 40' west, parallel to and 66.00 feet southerly, measured at right angles thereto from the northerly line herein described, a distance of 451.15 feet to a point in the middle line of Sandusky-Norwalk Road; thence north 22° 13' west, along the middle line of said road, a distance of 66.01 feet to the place of beginning containing 0.684 acre of land of which approximately 0.50 acre is in said lot number nine.

TRACT NO. 3

Situated in the first section of Perkins Township, Erie County, Ohio and being part of lot number ten (10) in the 1620 acre tract, more definitely bounded and described as follows:

Beginning at a point in the westerly line of lands now owned by the grantee herein, said point of beginning being south 21° 00' east, a distance of 585.77 feet, measured along said easterly line from the southerly line of Bogart Road; thence north 66° 40' east, a distance of 312.33 feet to a point; thence north 58° 33' east, a distance of 609.30 feet to a point in the Township line between Perkins and Huron Townships, which point is south 6° 20' east, a distance of 253.51 feet measured along said township line, from the southerly line of Bogart Road; thence south 6° 20' east, along said township line, a distance of 73.23 feet to a point; thence south 58° 00' west, parallel to and 66.00 feet southerly, measured at right angles thereto, from the northerly line herein described, a distance of 583.09 feet to a point; thence south 66° 40' west, parallel to and 66.00 feet southerly, measured at right angles thereto from the northerly lines herein described, a distance of 583.09 feet to a point; thence south 66° 40' west, parallel to and 66.00 feet southerly, measured at right angles thereto from the northerly lines herein described, a distance of 320.02 feet to a point in the westerly line of lands of the grantee herein; thence north 21° 00' west, along said westerly line, a distance of 66.05 feet to the place of beginning, containing 1.382 acres of land.

TRACT NO. 4

Situated in the fourth section of Huron township, Erie County, Ohio and being part of original lot number sixteen (16) more definitely bounded

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and described as follows:

Beginning at a point in the township line between Perkins and Huron Townships, said point of beginning being south 6° 20' east, a distance of 253.51 feet measured along said township line from the southerly line of Bogart Road; thence north 58° 00' east, a distance of 530.55 feet to a point in the middle line of Bogart Road; thence north 89° 24' east, along the middle line of said road, a distance of 126.68 feet to a point; thence south 58°00' west, parallel to and 66.00 feet southerly, measured at right angles thereto from the northerly line herein described, a distance of 670.38 feet to a point in said township line; thence north 6° 20' west, along said township line, a distance of 73.23 feet to the place of beginning containing 0.909 acre of land.

TRACT NO. 5

Situated in the fouth section of Huron Township, Erie County, Ohio, and being part of lands now occupied as Bogart Road, more definitely bounded and described as follows:

Beginning at a point in the northerly line of Bogart Road, said point of beginning being north 89° 24' east, a distance of 521.78 feet from the intersection of said northerly line, with the easterly line of Galloway Road; thence south 58° 00' west, to a point in the southerly line of said road; thence north 89° 24' east, along said southerly line a distance of 126.68 feet to a point; thence north 58° 00' east, parallel to and 66.00 feet easterly, measured at right angles thereto from the westerly line herein described, to a point in the northerly line of said road; thence south 89° 24' west, along the northerly line of said road, a distance of 126.68 feet to the place of beginning.

TRACT NO. 6

Situated in the fourth section of Huron Township, Erie County, Ohio, and being part of Original Lot number Twenty-One (21), more definitely bounded and described as follows:

Beginning at a point in the northerly line of Bogart Road, said point of beginning being north 89° 24' east, a distance of 521.78 feet measured along the northerly line of Bogart Road, from the easterly line of Galloway Road; thence, north 58° 00' east, a distance of 633.29 feet to a point in the easterly line of lands of the Grantee herein; thence, south 5° 44' east, along said easterly line, a distance of 73.60 feet to a point; thence south 58° 00' west, paralel to and 66.00 feet southerly measured at right angles thereto, from the northerly line herein described, a distance of 492.60 feet to a point in the northerly line of Bogart Road; thence south 89° 24' west, along the northerly line of said road, a distance of 126.68 feet to the place of beginning containing 0.853 acre of land.

TRACT NO. 7

Situated in the fourth section of Huron Township, Erie County, Ohio and being part of original lot number twenty-one (21) more definitely bounded and described as follows:

Beginning at a point in the westerly line of lands now owned by the grantee herein, the same being the easterly line of lands owned by Catherine C. Everett, said point of beginning being north 5° 44' west, a distance of 261.22 feet from the northerly line of Bogart Road; thence north 58° 00' east a distance of approximately 725.07 feet to the easterly line of lands now owned by the grantee herein; thence north 5° 44' west, a distance of 73.60 feet to a point; thence south 58° 00' west, parallel to end 66.00 feet northerly, measured at right angles thereto from the southerly line herein described, a distance of approximately 725.07 feet to a point in the westerly line of lands of the grantee herein; thence south 5° 44' east, along said westerly line, a distance of 73.60 feet to the place of beginning, containing 1.098 acre of land.

TRACT NO. 8

Situated in the fouth section of Huron Township, Erie County, Ohio and being part of original lot numbers twenty (20) and twenty-one (21) more definitely bounded and described as follows:

Beginning at a point in the easterly line of lands now owned by the grantee herein, said point of beginning being south 6° 57' east, a distance of 848.21 feet, measured along said easterly line from the northerly line of said lot number twenty (20); thence south 54° 23' west, a distance of 1045.05 feet to a point; thence south 58° 00' west, a distance of approximately 286.55 feet to a point in the westerly line of lands now owned by the grantee herein; thence south 5° 44' east along said westerly line; a distance of 73.60 feet to a point; thence north 58° 00' east, a distance of approximately 321.31 feet to a point; thence north 54° 23' east, a distance of 1011.16 feet to a point in the easterly line of lands of the the grantee herein; thence north 6° 57' west, along said easterly line, a distance of 75.22 feet to the place of beginning containing 2.018 acres of land.

TRACT NO. 10

Situated in the Fourth Section of Huron Township, Erie County, Ohio, and being part of Original lot number Twenty (20), more definitely bounded and described as follows:

Commencing at a point in the westerly line of a twenty five acre tract, now owned by the grantee herein, said point of beginning being south 6° 17' east, a distance of 847.92 feet from the northwesterly corner of said tract; thence north 54° 23' east, a distance of 728.28 feet to a point in the easterly line of lands of the grantee herein; thence, south 6° 57' east, along the easterly line of said lands, a distance of 75.22

feet to a point; thence, south 54° 23' west, parallel to and 66.00 feet southerly, measured at right angles thereto, from the northerly line herein described, a distance of 729.29 feet to a point in the westerly line of lands of the grantee, herein; thence north 6° 17' west, along the westerly line of said lands, a distance of 75.71 feet to the place of beginning containing 1.104 acres of land.

TRACT NO. 11

Situated in the fourth section of Huron Township, Erie County, Ohio, and being part of Original Lot number Twenty (20), more definitely bounded and described as follows:

Beginning at a point in the westerly line of a tract of 22 acres of land owned by the grantee herein in lot twenty, said point of beginning being south 7° 19' east, a distance of 477.97 feet from the northwesterly corner of said tract; thence, north 54° 23' east, a distance of 689.73 feet, to a point in the easterly line of lands owned by the grantee herein, and which latter point is south 7° 17' east, a distance of 107.36 feet from the northeasterly corner of said 22 acre tract; thence south 7° 17' east, along the easterly line of said lands of the grantee herein, a distance of 74.98 feet to a point; thence, south 54° 23' west, parallel to and 66.00 feet southerly, measured at right angles thereto from the northerly line herein described, a distance of 689.69 feet to a point in the westerly line of lands of the grantee herein; thence, north 7° 19' west, along said westerly line, a distance of 74.96 feet to the place of beginning containing 1.040 acres of land.

TRACT NO. 12

Situated in the fourth section of Huron Township, Erie County, Ohio, and being part of Original Lot number Nineteen (19), more definitely bounded and described as follows:

Beginning at a point in the westerly line of said lot number nineteen (19), said point of beginning being south 7° 17' east, a distance of 107.36 feet from the northwesterly corner of said lot; thence north 54° 23' east, a distance of 78.45 feet to a point in the easterly line of lands of the grantee herein; and which point is south 7° 17' east, a distance of 66.66 feet from the northeasterly corner of lands of the grantee herein; thence south 7° 17' east, along said easterly line of the grantee herein, a distance of 74.96 feet to a point; thence south 54° 23' west, parallel to and 66.00 feet southerly, measured at right angles thereto from the northerly line herein described, a distance of 78.45 feet to a point in the westerly line of said lot nineteen (19); thence north 7° 17' west, along the westerly line of said lot, a distance of 74.96 feet to the place of beginning containing 0.119 acre of land,

TRACT NO.

Situated in the fourth section of Huron Township, Erie County, Ohio, and being part of original lot number nineteen (19) more definitely bounded and described as follows:

Beginning at a point in the westerly line of an eight acre tract owned by the grantee herein, said point of beginning being south 7° 17' east, a distance of 66.66 feet from the northwesterly corner of said tract; thence north 54° 23' east, a distance of 128.14 feet to a point in the northerly line of said tract; thence north 86° 02' east, along the northerly line of said tract, a distance of 125.78 feet to a point, which is 23.25 feet westerly from the northeasterly corner of said tract; thence south 54° 23' west, parallel to and 66.00 feet southerly measured at right angles thereto from the northerly line herein described, a distance of 270.80 feet to a point in the westerly line of lands owned by the grantee herein; thence north 7° 17' west, along the westerly line of lands of the grantee herein, a distance of 74.96 feet to the place of beginning containing 0.302 acre of land.

TRACT NO. 15

Situated in the fourth section of Huron Township, and being part of original lot number twenty-four (24) and situated in the third section of Huron Township, Erie County, Ohio, and being part of original Lot number twenty-two (22) more definitely bounded and described as follows:

Beginning at a point in the westerly line of lands owned by the grantee herein in original lot number twenty-four, section four, said point of beginning being north 6° 28' west, a distance of 400.75 feet from the southwesterly corner of said lands; thence north 54° 23' east, a distance of 1096.07 feet to the section line between sections three and four, Huron Township; thence the same course north 54° 23' east; a distance of 1094.96 feet to a point in the easterly line of lands now owned by the grantee herein, in lot number twenty-two (22); thence north 8° 15' west, along said easterly line, a distance of 73.01 feet to a point; thence south 60° 43' west, a distance of 10.57 feet to a point; thence south 54° 23' west, parallel to and 66.00 feet northerly, measured at right angles thereto, from the southerly line herein described, a distance of 1082.34 feet to a point in the section line between section three and four, Huron Township; thence the same course, south 54° 23' west, a distance of 1100.11 feet to a point in the westerly line of lands owned by the grantee herein in original lot number twenty-four; thence south 6° 28' east, along said westerly line, a distance of 75.75 feet to the place of beginning containing 3.321 acres of land.

TRACT NO. 16

Situated in the third section of Huron Township, Erie County, Ohio, and being part of Original Lot number twenty-two (22), more definitely bounded and described as follows:

Beginning at a point in the middle line of Camp Road, at the north-easterly corner of lot number twenty-two; thence south 6° 55'east, along the middle line of Camp Road, a distance of 48.23 feet to a point; thence south 60° 43' west, a distance of 1452.73 feet to a point; thence south 54° 23' west, a distance of 21.63 feet to a point in the westerly line of lands owned by the grantee herein; thence north 8° 15' west, along said westerly line, a distance of 73.01 feet to a point; thence north 60° 43' east, parallel to and 66.00 feet northerly, measured at right angles thereto from the southerly line herein described, a distance of 1418.41 feet to a point in the northerly line of said lot; thence north 86° 17' east, along the northerly line of said lot, a distance of 49.57 feet to the place of beginning, containing 2.215 acres of land.

TRACT NO. 17

Situated in the third section of Huron Township, Erie County, Ohio, and being parts of original lots twenty-two (22), twenty-three (23), twenty-six (26), and twenty-seven (27), more definitely bounded and described as follows:

Beginning in the middle line of Camp Road at a point lying south 6° 55' east a distance of 48.23 feet from the north east corner of original lot twenty-two (22); thence south 60° 43' west a distance of 21.63 feet to a point on the westerly line of said Camp Road; thence north 6° 55' west in the westerly line of Camp Road a distance of 74.50 feet to a point; thence north 33° 33' east a distance of 61.64 feet to a point in the easterly line of said Camp Road; thence south 6° 55' east in the easterly line of Camp Road a distance of 101.70 feet to a point; thence south 33° 33' west a distance of 6.52 feet to a point; thence south 60° 43' west a distance of 17.05 feet to the middle line of Camp Road and place of beginning containing 0.082 acres of land.

TRACT NO. 18

Situated in the third section of Huron Township, Erie County, Ohio and being part of original lot number twenty-six (26) more definitely bounded and described as follows:

Beginning at a point in the middle line of Camp Road, at the Southwesterly corner of original lot number twenty-six (26); thence north 6° 55' west, along the middle line of said road, a distance of 41.42 feet to a point; thence north 33° 33' east, a distance of 426.57 feet to a point in the easterly line of lands now owned by the grantee herein; thence south 6° 50' east, along said easterly line, a distance of 101.86 feet to a point; thence south 33° 33' west, parallel to and 66.00 feet southerly, measured at right angles thereto from the northerly line herein described, a distance of 351.37 feet to the southerly line of said original lot twenty-six (26); thence south 86° 17' west, along the southerly line of said lot, a distance of 49.08 feet to the place of beginning containing 0.607 acres of land.

TRACT NO. 19

Situated in the third section of Huron Township, Erie County, Ohio and being part of original lot number twenty-six more definitely bounded and described as follows:

Beginning at a point in the westerly line of lands owned by the grantee herein, said point of beginning being, north 6° 50' west, a distance of 264.51 feet measured along said line from the southerly line of original lot number twenty-six (26); thence north 33° 33' east, a distance of 574.87 feet to a point in the easterly line of lands owned by the grantee herein; thence north 6° 58' west, along said easterly line a distance of 101.59 feet to a point that is 215.67 feet southerly, measured along said easterly line from the southerly line of the New York Central Railroad Company's Right of Way; thence south 33° 33' west, parallel to and 66.00 feet northerly, measured at right angles thereto from the southerly line herein described, a distance of 574.50 feet to a point in the westerly line of lands of the grantee herein; thence south 6° 50' east, along said westerly line, a distance of 101.86 feet to the place of beginning, containing 0.870 acre of land.

TRACT NO. 20

Situated in the third section of Huron Township, Erie County, Ohio and being part of original lot number twenty-six (26), more definitely bounded and described as follows:

Beginning at a point in the southerly right of way line of The New York Central Railroad Company, said point of beginning being north 63°39' west, a distance of 2.94 feet from the easterly line of lands owned by the grantee herein; thence south 33° 33' west, a distance of 264.72 feet to a point in the westerly line of lands owned by the grantee herein; thence north 6° 58' west, along said westerly line a distance of 101.59 feet to a point; thence north 33° 33' east, parallel to and 66.00 feet northerly, measured at right angles thereto, from the southerly line herein described a distance of 179.17 feet to a point in the southerly right of way line of said railroad company; thence south 63° 39' east, along said right of way line, a distance of 66.52 feet to the place of beginning containing 0.336 acre of land.

TRACT NO. 21

Situated in the third section of Huron Township, Erie County, Ohio and being part of original lot number twenty-six (26), more definitely bounded and described as follows:

Beginning at a point in the southerly right-of-way of The New York Central Railroad Company, said point of beginning being north 63° 39' west, a distance of 2.94 feet, measured along said southerly right-of-way line, from the westerly line of lands now owned by Neal Everett in original lot twenty-six (26), section three (3), Huron Township, Erie County, Ohio; thence north 33° 33' east a distance of 116.75 feet to a point in the northerly right-of-way line of said railroad; thence north 63° 39' west along said northerly right-of-way line of said railroad a distance of 66.52 feet to a point that is south 63° 39' east a distance of 20.58 feet measured along said northerly right-of-way line from the westerly line of lands now owned by said Neal Everett in said lot twenty-six (26), section three (3), Huron Township; thence south 33° 33' west a distance of 116.75 feet to a point in the southerly right-of-way line of said railroad company; thence south 63° 39' east along said southerly right-of-way line of said railroad company a distance of 66.52 feet to the place of beginning and containing 0.178 acres of land, more or less.

TRACT NO. 22

Situated in the third section of Huron Township, Erie County, Ohio and being part of original lot number twenty-six, more definitely bounded and described as follows:

Beginning at a point in the middle line of the Cleveland-Sandusky Road, where said middle line is intersected by the westerly line of lands now owned by Neal-Everett; thence north 62° 06' west, along the middle line of said road, a distance of 40.20 feet to a point; thence south 33° 33' west a distance of 362.09 feet to a point in the northerly right of way line of The New York Central Railroad Company; thence south 63° 39' east, along said northerly right of way of said railroad company, a distance of 66.52 feet to a point; thence north 33° 33' east, a distance of 326.95 feet to a point, in the easterly line of lands now owned by the grantee herein; thence north 6° 39' west, along said easterly line, a distance of 40.28 feet to the place of beginning containing 0.537 acre of land.

TRACT NO. 23

Situated in the third section of Huron Township, Erie County, Ohio, and being part of original lot twenty-six (26), more definitely bounded and described as follows:

Beginning at a point in the middle line of the Cleveland-Sandusky Road, said beginning point lying south 62° 06' west a distance of 26.18 feet from the south-easterly corner of lands now owned by George & H. Faber in lot twenty-six (26) third section of Huron Township; thence north 34° 39' east a distance of 25.17 feet to the northerly line of said Cleveland-Sandusky Road; thence north 62° 06' west in the northerly line of said road a distance of 66.46 feet to a point; thence south 34° 39' west a distance of 20.82 feet to a point lying north 33° 33' east 4.32 feet from the middle line of said Cleveland-Sandusky Road; thence south 33° 33' west a distance of 29.44 feet to a point in the southerly line of said road; thence south 62° 06' east in the southerly line of said road; thence south 62° 06' east in the southerly line of said road a distance of 66.33 feet to a point; thence north 33° 33' east a distance of 22.30 feet to a point; thence north 34° 39' east a distance of 2.83 feet to the middle line of said Cleveland-Sandusky Road and the place of beginning containing 0.762 acres.

TRACT NO. 24

Situated in the third section of Huron Township, Erie County, Ohio and being part of original lot numbers twenty-six (26) and twenty-nine (29), more definitely bounded and described as follows:

Beginning at a point in the middle line of the Cleveland-Sandusky Road, where the same is intersected by the westerly line of lands now owned by the grantee herein; thence north 6° 39' west, along said westerly line, a distance of 60.61 feet to a point; thence north 34° 39' east, a distance of 989.38 feet to a point in the northerly line of said original lot number twenty-six (26); thence the same course north 34° 39' east; a distance of 374.69 feet to a point of the easterly line of lands owned by the grantee herein; thence south 7° 07' east, along said easterly line, a distance of 99.08 feet to a point; thence south 34° 39' west, parallel to and 66.00 feet southerly measured at right angles thereto from the northerly line herein described, a distance of 234.64 feet to a point in the northerly line of said original lot number twenty-six (26); thence the same course south 34° 39' west, a distance of 1097.78 feet to the middle line of the Cleveland-Sandusky Road; thence north 62° 06' west, along the middle line of said road, a distance of 26.18 feet to the place of beginning, containing 2.056 acres of land.

TRACT NO. 25

Situated in the third section of Huron Township, Eric County, Ohio, and being part of original lot number twenty-nine (29) more definitely bounded and described as follows:

Beginning at a point in the easterly line of original lot number twentynine (29), said point of beginning being north 6° 33' west, a distance
of 388.76 feet, measured along said lot line from the southeasterly corner of said lot; thence south 34° 39' west, a distance of 415.09 feet
to a point in the westerly line of lands now owned by the grantee herein and which point is 91.86 feet northerly, measured along said westerly
line from the southerly line of said original lot twenty-nine (29); thence
north 7° 07' west, along said westerly line of the grantee herein, a distance of 99.08 feet to a point; thence north 34° 39' east, parallel to and
66.00 feet northerly, measured at right angles thereto from the southerly
line herein described, a distance of 416.58 feet to a point; thence south
6° 33' east, along the easterly line of said original lot number twenty-

nine, a distance of 100.20 feet to the place of beginning containing 0.63 acre of land.

TRACT NO. 26

Situated in the third section of Huron Township, Erie County, Ohio and being part of original lot number thirty (30) more definitely bounded and described as follows:

Beginning at a point in the westerly line of lands now owned by the grantee herein, said point of beginning being north 6° 33' west, a distance of 388.76 feet measured along said westerly line from the southerly line of said original lot number thirty (30); thence north 6° 33' west along said westerly line, a distance of 100.20 feet to a point; thence north 34° 39' east, a distance of 1436.10 feet to a point in the southerly line of a ten (10) acre tract conveyed to E. J. Hinde and Chester Stanford by Stella Stanford by deed recorded in Eric County, Ohio Deed Records, volume 167, Page 67; thence north 88° 00' east, along said southerly line, a distance of 19.11 feet to the southeasterly corner of said tract; thence north 4° 07' west, along the easterly line of said tract, a distance of 26.39 feet to a point; thence north 30° 52' east, to the line of an island or peninsula now owned by the grantee herein; thence southeasterly, following the meanderings of said island or peninsula, to a point, that is 66.00 feet southerly, measured at right angles thereto, from the northerly line herein described; thence south 30° 52' west, to an angle point; thence south 34° 39' west, a distance of 1527.60 feet to the place of beginning containing 2.212 acres of land.

TRACT NO. 27

Situated in the third section of Huron Township, Erie County, Ohio, and being part of original lot number thirty (30) and lands lying northerly of the northerly line of said lot and being more definitely bounded and described as follows:

Beginning at the southeasterly corner of a tract of ten (10) acres of land conveyed to E. J. Hinde and C. E. Stanford by Stella Stanford by deed recorded in Erie County, Ohio Deed Records, Volume 167, Page 67; thence north 4° 07' west, along the easterly line of lands so conveyed, a distance of 26.39 feet to a point; thence north 30° 52' east, a distance of 1109.71 feet to the southerly line of lands proposed to be acquired by The United States of America, from The Wyandotte Sporting Club for the purpose of constructing a pumping station in connection with supplying water for the Plum Brook Ordnance Works; thence south 55° 11' east, along said southerly line a distance of 66.16 feet to a point; thence south 30° 52' west, a distance of 1125.42 feet to a point; thence south 34° 39' west, a distance of 67.80 feet to a point in the westerly line of lands now owned by the grantee herein; thence north 4° 07' west, along said westerly line, a distance of 80.92 feet to the place of beginning containing 1.745 acres of land, excepting from the above described premises that portion of the within described lands included within the limits of a so called island or peninsula containing 0.50 acre of land, said island or peninsula being conveyed to Stella Stanford by E. J. Hinde, by deed dated December 2, 1936 and recorded in Erie County, Ohio Deed Records, Volume 153, Page 337.

TRACT NO. 29

Situated in the third section of Huron Township, Erie County, Ohio and being part of original lot number twenty-six (26) more definitely bounded and described as follows:

Beginning at a point in the southerly right-of-way line oflands of the grantee herein, said point of beginning being north 62° 06' west, a distance of 1.88 feet measured along said southerly right of way line from its intersection with the easterly line of an 8.32 acre tract now owned by Neal Everett in original lot twenty-six,--section three, Huron Township; thence north 33° 33' east, to the northerly right of way line of lands of the grantee herein; thence north 62° 06' west, along said northerly line a distance of 66.32 feet to a point; thence south 33° 33' west, parallel to and 66.00 feet westerly measured at right angles thereto from the easterly line herein described to said southerly right of way line; thence south 62° 06' east, along said southerly line, a distance of 66.32 feet to the place of beginning.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the possession of any additions land included in the right of way across the above described tracts not covered by the decree entered herein on September 19, 1941, shall be forthwith delivered to the United States of America; and

inadvertently and through error described in, and taken by the United States by, the declaration of taking upon which the said decree of this Court was entered on September 19, 1941, be and hereby is re-invested in the proper owners, and the possession of said tracts given to the United States by said decree be and hereby is restored to the persons entitled thereto; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the amount of the estimated compensation for the taking of Tracts 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 17, 18, 10, 21, 22, 23, 24, 25, 26, 27 and 29 is the sum of \$3,429,00, and the Glamb of this

Court is hereby directed to repay to the Treasurer of the United States the sum of \$187.00 from the deposit of \$3,616.00, made into the registry of this Court, and that said balance, to-wit, the sum of \$3,429.00, shall be held for the further orders of this Court for its distribution and said cause shall be held open for such other and further orders, judgments and decrees of this Court as may be just and equitable in the premises.

Done in open Court this 16th day of December, 1941.

(Seal)

Frank L. Kloeb,

UNITED STATES DISTRICT JUDGE

A true Copy of the Original

Filed Dec. 16, 1941 at 3:54 P. M.

Attest: C. B. Watkins Clerk,

By George A. Blossom, Deputy Clerk

Dated Dec. 16, 1941

Toledo, Ohio.

Received Dec. 18, 1941 at 1:13 P. M.

Recorded Jan. 8, 1942

Fee for Record \$7.55 V

Carl A. Speir,

Recorder.

PROOF READ

No. 76373

EASEMENT

PERKINS TWP. BOARD OF EDUCATION John H. Horn, et al

To

THE OHIO PUBLIC SERVICE CO.

We, the undersigned Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received to our/my satisfaction of THE OHIO PUBLIC SERVICE COMPANY, an Ohio Corporation, the Grantee, do hereby give and grant unto the Grantee, its successors and assigns, an easement and right-of-way as described below for distribution lines for electric current upon and over lands of Grantors situated in the Township of Perkins, County of Erie, and State of Ohio, and being part of Section Three therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by F. R. Geiger & W. L. Kromer Boundedon the East by lands now or formerly owned by B. & O. Railroad. Bounded on the South by lands now or formerly owned by C. L. Schlottag. Bounded on the West by lands now or formerly owned by Mary M. Morey & Campbell St.

The easement herein granted is more definitely described as follows:

The poles shall be erected in a line parallel to and within one foot of the Westerly boundary line of the Baltimore and Ohio Railroad Right of Way.

The easementand right-of-way herein granted includes the right to enter upon said lands and erect, operate, and permanently maintain thereon the usual fixtures and equipment required, for the distribution of electric current, and the right to trim and keep trimmed any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

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

IN WITNESS WHEREOF, WE/I, have hereunto set our/my hand this 26th day of November, 1941.

Signed in the presence of:

W. E. Weagly W. R. Nelsch

ш

John H. Horn, Pres.

Norman Hills, Clerk.

STATE OF OHIO, COUNTY OF ERIE, SS., BEFORE ME, a Notary Public in and for said

nargonally appeared the above named John H. Horn, Pres. and Norman Hills,

156164

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, we, DALE BARDSHAR and ELIZABETH M. BARDSHAR, the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to our full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do hereby grant unto Grantee, its successors and assigns, an easement and right of way, with the rights and privileges hereinafter set forth, for lines for the transpission and distribution of electric current, including telephone and telegraph, upon, over, under, and across the following described premises:

Situated in the Township of Huron, County of Erie, and State of Ohio, being a part of Lot 26 in Section 3, and being further described as follows:

Beginning on the east line of Lot 26 at a point where the same intersects the southerly line of the Cleveland & Sandusky Road, so-called; thence northwesterly along the the southerly line of said Road approximately 690 feet to a point on the easterly property line of the Grantors herein, said point also being in the westerly property line of Elmer & Elizabeth Stenger and the true place of beginning; thence continuing northwesterly along the southerly line of said Road for a distance of approximately 662 feet to a point on the westerly property line of the Grantors herein, said point also being in the easterly property line of Howard Leis; thence southerly along the last mentioned line, 16½ feet to a point; thence southeasterly, parallel with and 16½ feet from the southerly line of said Road, approximately 662 feet to a point on the easterly property line of the Grantors herein; thence northerly along the last mentioned line, 16½ feet to the place of beginning.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, repair, patrol and permanently maintain upon, over, under and along the above described right of way across said premises all necessary structures, wire, cable and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including telephone and telegraph and the right of ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or otherwise control at any and all times such trees, limbs, underbrush or other obstructions within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

The Grantors reserve the rights to use said premises in connection with the maintenance and operation of a certain fruit stand presently existing

thereon and a certain dam and sluiceway presently existing in part thereon and in part abutting thereto; provided that Grantors shall not, in exercising the rights so reserved, in any way interfere with the safe and efficient construction, operation, maintenance, repair or removal of Grantees' said electric facilities, and shall not place or permit any building, structure or impediment of any kind, including any addition to said fruit stand, dam or sluiceway, without prior written approval of Grantee.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantors for all damage to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and elear from all encumbrances, except,

and for valuable consideration the Grantors do each hereby remise, release and forever quit-claim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right of way.

IN WITNESS WHEREOF, we have hereunto set hand as of the 13th day of March , 1958.

Signed in the presence of:

William C. Withel Dale Bardshar Mary X. Haacke Elizabeth M. Bardshar

STATE OF OHIO

COUNTY OF Lie

This instrument prepared by J. R. White Attorney at Law

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

JAMES W. MCKEEN COUNTY AUDITOR

0404457

RE 16 Rev. 11-74 ORIGINAL

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:	
That Fraternal Order of Eagles No. 2875 of B	Huron, Ohio
hereinafter referred to as the Grantor in consideration of the sum ofFo	
to it paid by the State of Ohio, the Grantee, the receipt whereof is hereby convey to the said Grantee, its successors and assigns forever, the following of	acknowledged, does hereby grant, bargain, sell and
Situated in the Township of Huron	_, County ofErie
State of Ohio, and in Section 3 Lot 26 , Town 6 North ,	Range <u>22 West</u> and bounded and described
as follows:	
PARCEL NO. 5-WD	
Being a parcel of land lying on the $\begin{tabular}{c c} \begin{tabular}{c c} \begin{tabular}{c} \begin{tabular}{c c} \begin{tabular}{c c} \begin{tabular}{c} tabul$, Page, of the records of
Beginning at a point in the intersection U.S.R. 6 and the east line of Lot 26 at c + 22.26; thence North 55° 17' 00" West al U.S.R. 6 a distance of 538.83 feet to a p corner of lands of the grantor at centerl 83.43 and the True Place of Beginning for herein; thence North 55° 17° 00" West alou U.S.R. 6 a distance of 161.54 feet to a p corner of lands of the grantor at centerl 21.89; thence North 37° 17' 00" East along the grantor a distance of 65.06 feet to a right-of-way line; said point being 65.00 line Station 745 + 24.80; thence South 55° the new right-of-way line a distance of 25 said point being 65.00 feet left of center 50; thence South 34° 43' 00" West along the line a distance of 25.00 feet to a point; 40.00 feet left of centerline Station 745 55° 17' 00" East along the new right-of-way of 129.07 feet to a point in the east line said point being 40.00 feet left of center 79.07; thence South 28° 30' 00" West along the grantor a distance of 40.24 feet to the Beginning containing 0.1603 acres, more or the present road which occupies 0.0735 acras surveyed by Thomas D. Y. Fok, Registere 4896, in August, 1988.	enterline Station 752 ong the centerline of oint in the southeast ine Station 746 + the parcel described ng the centerline of oint in the southwest ine Station 745 + g the west line of point in the new feet left of center- 17' 00' East along 5.20 feet to a point; rline Station 745 + he new right-of-way said point being + 50; thence South ay line a distance e of the grantor; rline Station 746 + g the east line of the True Place of rless, including tes, more or less, ed Surveyor No.
Grantor claims title by instrument(s) of r 393, Page 738, Eric County Recorder's Offi Grantor reserves the right of ingress and	ce.
APPROVED White Horn (1-1/4) ERIE COUNTY ENGINEER	and the grantor has been examined and the grantor has complied with sections 310-202 and 322.02 of the revised code. FEE \$

Grantor claims title by instrument(s) of record in D.B	393 Page 738 County Recorder's Office.
TO HAVE AND TO HOLD the real estate with all the Grantee, its successors and assigns forever.	e rights, privileges and appurtenances thereto belonging to the
and assigns, that it is the true and lawful owner of the said pren	signs does hereby covenant with the said Grantee, its successors nises, and has full power to convey the same; and that the title so natsoever, and further, that it does Warrant and will Defend the
IN WITNESS WHEREOF, said Fraternal Order	of Eagles No. 2875 of Huron, Ohio
has caused its corporate name to be subscribed and its co	proprate seal to be affixed by itspresident and
	in the year of our Lord one thousand nine
hundred and <u>ninety</u> .	in the year of our Lord one thousand nine
· · · · · · · · · · · · · · · · · · ·	
In the presence of:	FRATERNAL ORDER OF EAGLES NO. 2875 OF HURON, OHIO
Baymond & ettel	BY: Roy. Bently C.H
	Trustee 4 Chairman
Frangte & Mait	By Mel Malan
THE THE PARTY OF T	Trustee - Vice Chairman
(SEAL)	BY: Money Mory Trustee
	By: 100000 MOUNT Trustee
STATE OF COUNTY ERIE	,ss.
	ally appeared <u>Roy Bentley, Chairman, Mike</u>
Malone, Vice Chairman, Thomas Morey	Trustee, Robert Gardiner
	Fagles No. 2875 of Huron, Ohio
the corporation which executed the foregoing instrument, wh	
corporate seal of said corporation; that they did sign ar	nd seal said instrument as such Chairman president and
	Trustees by authority of its board of directors; and that said instrument is
their free act and deed individually and as such Chairman	president and The Charling Secretary and the free and
corporate act and deed of said <u>Corporation</u>	**************************************
IN TESTIMONY WHEREOF, I have hereunto	subscribed my name and affixed my official seal at
Huron, Ohio this 1stday of	April 19 90 .
	0 - 20 (
	Holland Speleron
R. E. Giaimo, Regional Projec	Molland B. Jacksonic Commission Expires 13/27/92
This instrument prepared by	for the State of Ohio, Department of Transportation.
~	
P3:17	
	Auditor 9 90 0 9
	P. M. 19 90 P. M. County Page 926 – 927 Conty Recorder. Co. Anded, it should be tation, at
RANTY DEED OF LEADER OF LE	g, d, ir.
FEED, onto	order of the control
Y DEEI Y DEEI Online Eri Eri Free RRED	
AANTY FROM Order County - 14.11	o'clock o'cloc
WARRANTY DEE FROM Sernal Order of E 2875 of Huron, 0 19 Cleveland Rd. Iron, Ohio 44839 TO THE STATE OF OHIO County Erri 12.31/14.11 TRANSFERRED TANSFERRED	July 10th July 10th July 11th Erie sts, Vol. 565 sts, Vol. 565 sts, Vol. 565 sts, Vol. 664 NOTE Recorder: as this deed has bee Department of Tre
NAAF 131 ST 131 131 131 131 131 131 131 131 131 13	Sch
	Received July 1 At 3:17 At 3:17 Recorded July 1 In Erie Becorded July 1 Othe County Recorder's As soon as this dee As soon as this dee As the County Recorder's As t
	Sorded 3: 3: 3: 3: 3: 3: 3: 3: 3: 3: 3: 3: 3:
Parcel No.	Received July 10th 1990 At 3:17 o'clock P M Recorded July 11th 19 90 In Erie County Record of Deeds, Vol. 565 Page 926 - 927 John W. Schaeffer Recorder. Recorder's Fee \$ 10.00 NOTE To the County Recorder: As soon as this deed has been recorded, it should be returned to the Department of Transportation, at
	3 (/)
MICRO	LITMITE D





Entity#: 1820641

Filing Type: DOMESTIC LIMITED LIABILITY COMPANY

Original Filing Date: 11/25/2008

Location: ---

Business Name: JORDAN INVESTMENT RENTALS LLC

Status: Active

Exp. Date:

Agent/Registrant Information

KEN JORDAN 1209 W JEFFERSON ST SANDUSKY OH 44870 04/08/2010 Active

Filings

Filing Type	Date of Filing	Document ID
OHIO LLC - ARTICLES OF ORGANIZATION	11/25/2008	200833100900
SUBSEQUENT AGENT APPOINT/LIMITED/LIABILTY/PARTNERS	04/08/2010	201010300493

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 28th of November, A.D. 2023

Ohio Secretary of State

Fret Johne



DATE: 11/26/2008 DOCUMENT ID 200833100900

DESCRIPTION ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)

FILING 125.00 EXPED .00 PENALTY .00 CERT

COPY

Receipt

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

LEGALZOOM.COM, INC. ATTN:JACOB VARGHESE 7083 HOLLYWOOD BLVD.,#180 HOLLYWOOD, CA 90028

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1820641

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

JORDAN INVESTMENT RENTALS LLC

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

Document(s)

Document No(s):

ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.

200833100900



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 25th day of November, A.D. 2008.

Ohio Secretary of State

From: 13234468710

Page: 3/14

Date: 11/24/2008 6:19:32 PM



Prescribed by :

The Ohio Secretary of State
Control Ohio: (614) 466-3910
Toll Free: 1-877-SOS FILE (1-877-767-3453)

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

(CHECK ONLY ONE (1) BOX)

Expedite this Form: (awar one)

Mail Form to one of the Following:

Oyes

Columbus, OH 43216

***Requires an additional fac of \$100 **

PO Box 670

Columbus, OH 43216

RECEIVED

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign) Filing Fee \$125.00 NOV 2 5 2008

SECRETARY OF STATE

THE UNDERSIGNED DESIRING TO FILE A:

	ation for	(2) Ap	plication for Registrati	on of
Domestic Limited L			eign Limited Liability (•
	(115-L.CA)		(106-LFA)	20 iiipaiiy
	ORC 1705		ORC 1705	
				<u> </u>
		(Unite of	Formation)	(State)
Complete the general into	rmation in this section for the	box checked above.		
Name jordan in	vestment rentals lic	·		-
Check here if addition	nal provisions are attached	1		
	ust include one of the following endi		nv. limited: Ltd. L.t.d., LLC.	LLC.
Complete the information	in this section if box (1) is che	ecked.		
Effective Date (Optional)	eta specified can be no m	are then 90 days after det	e of filling. If a date is specified
		e date must be a date on		s or sund. It s assess obscome
This Backs of Habits'	r Lilling and an experience			
This limited liability comp (Optional)	any snall exist for			
1-1-4-100A.			(Period of existence)	
Purpose				** 11398
/ a .1 .6				
(Ориола)				
(Optional)			·	
(Optional)		····	·	
The address to which into	erested persons may direct re	quests for copies of a	ny operating agreeme	nt and any bylaws
The address to which inte of this limited liability con	rested persons may direct re	quests for copies of a	ny operating agreeme	at and any bylaws
The address to which into	erested persons may direct re npany is (Name)	quests for copies of a	ny operating ágreeme	nt and any bylaws
The address to which inte of this limited liability con	npany is		ny operating agreeme	
The address to which inte of this limited liability con	(IVame)			

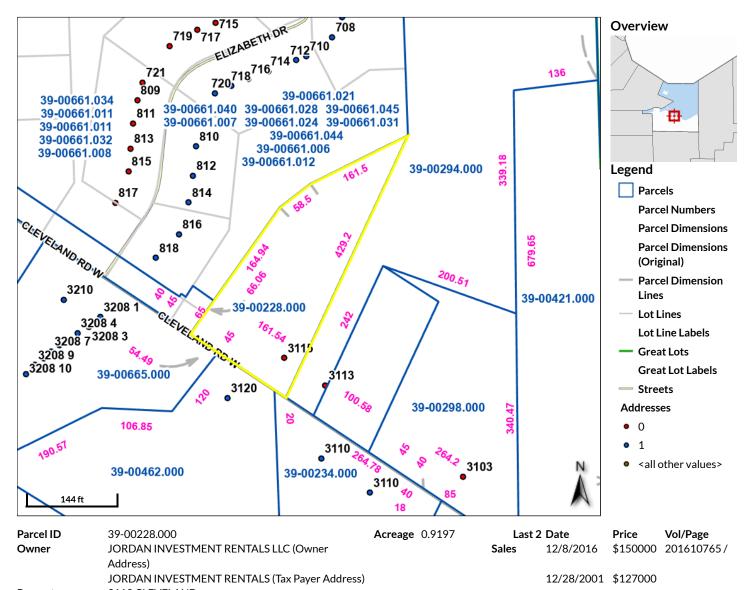
From: 13234468710 Page: 4/14 Date: 11/24/2008 6:19:33 PM

Complete the information in this section if b	ox (1) is checked Cont	<u> </u>	
ORIG	SINAL APPOINTMENT	OF AGENT	
The undersigned authorized member, man	ager or representative of		
jordan investment rentals lic			
	(name of limited liability company)		
hereby appoint the following to be statutory statute to be served upon the limited liabilit	y agent upon whom any process by company may be served. The	, notice or demand i	required or permitted by of the agent is:
National Regist	ered Agents, Inc.		
(Name of Agent)			· · · · · · · · · · · · · · · · · · ·
145 Baker Stree)		
(Street)	NOTE: P.C	. Box Addresses are N	OT acceptable.
Marion		Ohio	43302
(Gity)		(State)	(Zip Code)
Authoriz ed:representative	Authorized Represent Eileen Gallo		Date
	Authorized Represent		Date
The undersigned, named herein as the stat	tutory agent for		
jordan investment rentals lic			
	(name of limited liability company)		
hereby acknowledges and accepts the app	ointment of agent for said limited	d flability Company.	
Jake V	(Agent's sig	nature)	
PLEASE SIG	N PAGE (5) AND SUBMIT COM	MPLETED DOCUME	ENT

533

From: 13234468710 Page: 5/14 Date: 11/24/2008 6:19:33 PM

ne address to which in this limited liability co	withouth te			
	(Nerme)			
	(Street)	NOTE: P.O. Box Addi	resses are NOT a	ceptable.
	(City)		(State)	(Zīp Code)
name under which t	the foreign limited liabili	ity-company:desires to transact busin	ess in Ohio is	
	-			
limited liability comp pany may be served	Dany hereby appoints the state of Ohio, "I	ne following as its agent upon whom ; the name and complete address of th	process agains ne agent is	the limited liabili
	(Street)	NOTE: P.O. Box Addr	esses are NOT ac	ceptable.
				•
a. the age	nunues, and to service: int cannot be found, or	(State of process on the agent of process upon the OHIO SECRETA	hio hie) Histed above an ARY OF STATE	(Zip Code) s long as the
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Property 3119 CLEVELAND Address HURON

Date created: 11/28/2023 Last Data Uploaded: 11/28/2023 3:18:17 AM

Developed by Schneider

Summary

 Parcel Number
 39-00228.000

 Map Number
 39166100005

 Location Address
 3119 CLEVELAND

Legal Acres 0.9197

 Legal Description
 22-6-3 LOT 26 CEN PT N OF ROAD .9197A (Note: Not to be used on legal documents.)

 Neighborhood
 43903-HURON TWP. SR6 TO RYE BEACH

 Tax District
 39-HURON TOWNSHIP - HURON CSD

 School District
 HURON CSD

 Homestead Reduction
 NO

 Owner Occupancy Credit
 NO

 Foreclosure
 NO

Land Use 430-RESTAURANT, CAFETERIA AND/OR BAR

(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

Owner AddressTax Payer AddressJORDAN INVESTMENT RENTALSJORDAN INVESTMENT RENTALSLLC 1209 W JEFFERSON STLLC 1209 W JEFFERSON STSANDUSKY OH 44870SANDUSKY OH 44870

Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Unit Rate	Appraised Value (100%)
P1-PRIMARY	0.9197	0	0	0	100%	30000	\$27,590
Total	0.9197						\$27,590

Buildings

Card 2

Line	Description	Area	Appraised Value (100%)
1	EFP-ENCLOSED FR PORCH	60	\$1,800
2	OFP-OPEN FR PORCH	50	\$1,000

Improvements

Card 2

Description	Dimensions	Area	Year Built	Appraised Value (100%)
PAVING ASPHALT-PAVING: ASPHALT		10200	1954	\$2,600
Total				\$2,600

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 eca@eriecounty.oh.gov or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$27,590	\$27,590	\$27,590	\$27,590	\$27,590
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$124,790	\$124,790	\$113,440	\$113,440	\$113,440
Total Value (Appraised 100%)	\$152,380	\$152,380	\$141,030	\$141,030	\$141,030

Taxable Value (35% of Appraised Value)

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

picase contact	t the Line county / tautor 5 Office	by ciliali at ccaoeci iccou	or by phone at (117/02/ // 10.	
Assessed Year	2022	2021	2020	2019	2018
Land Value	\$9,660	\$9,660	\$9,660	\$9,660	\$9,660
CAUV Value	\$ 0	\$0	\$0	\$0	\$0
Improvements Value	\$43,680	\$43,680	\$39,700	\$39,700	\$39,700
Total Value (Assessed 35%)	\$53,340	\$53,340	\$49,360	\$49,360	\$49,360

2022 Pay 2023 Tax Details

	1st Half	2nd Half	Total
Gross Charge:	\$2,464.07	\$2,464.07	\$4,928.14
Reduction Factor:	(\$912.30)	(\$912.30)	(\$1,824.60)
Non Business Credit:	\$0.00	\$0.00	\$0.00
Owner Occupancy Credit:	\$0.00	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00	\$0.00
Total RE Taxes:	\$1,551.77	\$1,551.77	\$3,103.54
Special Assessments:	\$0.00	\$0.00	\$0.00
Penalties:	\$0.00		
Interest:	\$0.00		
Delinquent:	\$0.00	\$0.00	\$0.00
Total Taxes:	\$1,551.77	\$1,551.77	\$3,103.54
Net Paid:	(\$1,551.77)	(\$1,551.77)	(\$3,103.54)
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

⊕ 2021 Pay 2022	\$0.00	\$3,186.22 \$3,186.22	\$0.00	\$0.00
① 2020 Pay 2021	\$0.00	\$2,986.08 \$2,986.08	\$0.00	\$0.00

For tax bills and related information, please visit the Erie County Treasurer's website by <u>clicking here</u>

Payments

Payment Date	Amount Paid
7/7/2023	\$1,551.77
2/9/2023	\$1,551.77
7/12/2022	\$1,593.11
2/16/2022	\$1,593.11
7/9/2021	\$1,493.04
2/12/2021	\$1,493.04
7/9/2020	\$1,535.72
2/14/2020	\$1,535.72
7/12/2019	\$1,549.81
2/15/2019	\$1,549.81
7/13/2018	\$1,343.08
2/16/2018	\$1,343.08
7/12/2017	\$1,331.77
1/30/2017	\$1,331.77
7/8/2016	\$1,306.36
2/12/2016	\$1,306.36

Sales

Sale Date	Sale Price	Seller	Buyer	No. of Properties
12/8/2016	\$150,000	KLANOLZ JUDITH A	JORDAN INVESTMENT RENTALS LLC	1
12/28/2001	\$127,000	TRAYLOR JAMES R & ROGER H	KLANOLZ JUDITH A	1
10/23/1996	\$75,000	FRATERNAL ORDER OF EAGLES	TRAYLOR JAMES R & ROGER H	1
1/1/1950	\$0	UNKNOWN	FRATERNAL ORDER OF EAGLES	0

Recent Sales In Area

Sale date range:







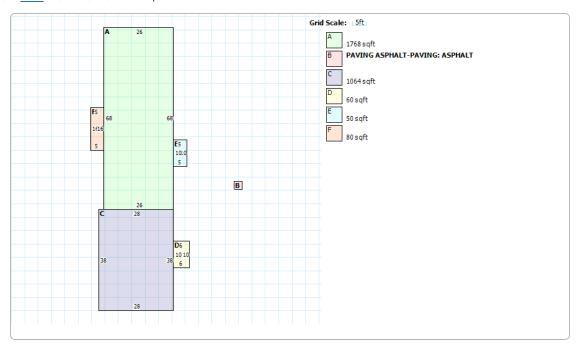
Historical Grand List

Browse all Erie County Historical Grand List Documents

39-00228.000 (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

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

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Contact Us