

TITLE REPORT

C/R/S

ERI-US 0006

Connectivity Corridor

PARCEL

39-00420.000

PID

116570

☒ 42 YEAR REPORT ☐ ABBREVIATED REPORT ☐ UPDATE
INSTRUCTION:

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

(1) FEE OR OTHER PRIMARY OWNERS

Name	Marital Status (Spouse's Name)	Interest
Resort Properties Management Ltd.	N/A	Fee
Mailing Address: 609 Mariner Village Huron, Ohio 44839		
Phone Number: 419-433-4945		
Property Address: 2406 Cleveland Road Huron, Ohio 44839		
Agent: Thomas C. Bleile, Agent, 419-627-2050		

(2) BRIEF DESCRIPTION OF SUBJECT PREMISES

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Situated in the Township of Huron, County of Erie and State of Ohio: Being that part of Lot Number Thirty (30) Section 2...containing 0.5498 acres less 0.1140 acres leaving 0.4358 acre.

Title acquired by: Instrument 200607520, filed 6-13-2006 APN 39-00420.000 0.4400 acre per Tax Card

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
Resort Properties Management, Ltd. to Fifth Third Bank 21 East State Street Columbus, Ohio 43215 614-744-7595 and Sawmill Creek Resort, Ltd. 400 Sawmill Creek Huron, Ohio 44839 419-433-3800	2-28-2014	\$9,475,371.21 Mortgage Deed and Assignment of Rents
Recorded in Instrument 201401497	9-30-2016	\$81,448.72 Mortgage
Resort Properties Management, Ltd. to First Federal Bank of Ohio 140 N. Columbus Street Galion, Ohio 44833		
Recorded in Instrument 201608491	9-30-2016	Subordination of Mortgage
Fifth Third Bank 21 E. State Street Columbus, Ohio 43215 and First Federal Bank of Ohio		

901 Bucyrus Road
Galion, Ohio 44833

Recorded in Instrument 201608492

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
None found of record		

(3-C) **EASEMENTS**

Name & Address	Type
Bay-Con Corporation of Sandusky, Ohio to Board of County Commissioners of Erie County, Ohio No address given	Sanitary Sewer Line

Recorded in Deed Book Volume 481, Page 602, filed 12-13-1979

Cannot determine if in Take Area

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

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

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

Found Record of Agreement of Merger recorded in Deed Book Volume 468, Page 793, filed 6-23-1978 showing Bay Construction, Inc. merging with Bay-Con Corporation.

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

County: Erie Township: Huron School District: Huron CSD

AUD. PAR. NO(S)	Land	Building	Total	Taxes
39-00420.000	<u>\$21,160</u>	<u>\$65,240</u>	<u>\$86,400</u>	<u>\$631.41 per half</u>

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

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

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

N/A

This Title Report covers the time period from 1-10-1855 to 10-20-2023. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 39-00420.000 and presently standing in the name of Resort Properties Management Ltd. as the same are entered upon the several public records of Erie County, Ohio.

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

Signed Dick Schorr

Dick Schorr
Print Name O. R. Colan Associates

UPDATE TITLE BLOCK

This Title Report covers the time period from _____ to _____. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) _____ and presently standing in the name of _____ as the same are entered upon the several public records of Erie County, Ohio.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00420.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
Brent McConnell aka Russell Brent McConnell, unmarried	Resort Properties Management Ltd.	6-12-2006	6-13-2006 at 10:20 AM	Inst. 200607520	\$155.00	Warranty Deed
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio: Being that part of Lot Number Thirty (30) Section 2...containing 0.5498 acres less 0.1140 acres leaving 0.4358 acre. Note: Legal description contains two parcels of which the Subject Tract being Parcel 1.				
Russell Brent McConnell, Administrator of the Estate of William R. McConnell, Plaintiff, vs Betsy McConnell and Robert McConnell, et. al., Defendants, Case #991029-A	Russell Brent McConnell	1-9-2002	1-29-2002 at 2:03 PM	Inst. 200201740	Exempt	Judgement Entry
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio: Being that part of Lot Number Thirty (30) Section 2...containing 0.5498 acres. Note: Legal description contains two parcels of which the Subject Tract being Parcel 1.				
William R. McConnell, deceased	Brent McConnell aka Russell Brent McConnell	1-24-2002	1-29-2002 at 2:02 PM	Inst. 200201739	Exempt	Certificate of Transfer
Fee	Fee	Situating in the Township of Huron, County of Erie and State of Ohio: Being that part of Lot Number Thirty (30) Section 2...containing 0.5498 acres. Note: Legal description contains two parcels of which the Subject Tract being Parcel 1.				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00420.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Margaret M. (Emmons) McConnell, married and wife of William R. McConnell and also known as Peggy McConnell No dower rights released Fee	William R. McConnell Fee	10-29-1987	1-22-1988 at 2:19 PM	DB 540, Page 720	Exempt	Quit Claim Deed
		Situating in the Township of Huron, County of Erie and State of Ohio: Being that part of Lot Number Thirty (30) Section 2...containing 0.5498 acres. Note: Legal description contains two parcels of which the Subject Tract being Parcel 1.				
Bay-Con Corporation, a Delaware corporation Fee	William R. McConnell, single and Margaret M. Emmons, single Fee	6-8-1978	6-23-1978 at 3:19 PM	DB 468, Page 795	\$54.70	Warranty Deed
		Situating in the Township of Huron, County of Erie and State of Ohio: Being that part of Lot Number Thirty (30) Section 2...containing 0.5498 acres. Note: Legal description contains two parcels of which the Subject Tract being Parcel 1. Note: Record of Agreement of Merger recorded in Deed Book Volume 468, Page 793, filed 6-23-1978 showing Bay Construction, Inc. merging with Bay-Con Corporation.				
Billy D. Shrigley and Pamela Shrigley, husband and wife No dower rights released Fee	Bay Construction, Inc., an Ohio Corporation Fee	8-30-1972	9-5-1972 at 2:13 PM	DB 420, Page 642	\$30.00	Warranty Deed
		Situating in the Township of Huron, County of Erie and State of Ohio: Being that part of Lot Number Thirty (30) Section 2...containing 0.5498 acres. Note: Legal description contains two parcels of which the Subject Tract being Parcel 1.				
Rosemary E. Jenkins, Administratrix of the Estate of Lena E. O'Dell, deceased Fee	Billy D. Shrigley and Pamela Shrigley Fee	5-24-1955	6-3-1955 at 3:29 PM	DB 260, Page 364	\$11.00 Stamps	Administrator's Deed
		Situating in the Township of Huron, County of Erie and State of Ohio: Being that part of Lot Number Thirty (30) Section 2...containing 0.5498 acres.				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00420.000 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
John R. Py, Administrator for the Estate of Glenn O'Dell, deceased Und. ½ Int.	Lena E. O'Dell, surviving spouse Und. 1/2 Int.	12-3-1954	12-6-1954 at 2:21 PM	DB 255, Page 252	Exempt	Certificate of Transfer
		Situating in the Huron Township Erie County, Ohio and known as being one-half acre of land known as Rye Beach School Lot situated in Lot #30 in Section 2 of Huron Township. Note: Legal Description contains three parcels of which the Subject Tract being Parcel 2.				
Glenn O'Dell, Executor of the Estate of Sophia H. O'Dell, deceased Und. ½ Int.	Glenn O'Dell, husband, life estate; Carl Heimburger, brother, 3/18th; Lena Heimburger, sister, 6/18th; Florence B. Michel, niece, 3/18 th ; Carl Koehler, nephew, 1/18 th ; Edith Washburn, niece, 2/18 th ; Dorothy Washburn, niece, 2/18 th ; Walter Washburn, nephew, 1/18 th Und. ½ Int.	1-2-1942	4-30-1942 at 3:53 PM	DB 170, Page 174	Exempt	Certificate of Transfer
		Legal Description contains 8 parcels of which the Subject Tract being Parcel 3 described as "Lot 30 Section 2 School Lot, Huron Township"				
The Huron Village Board of Education of the Township of Huron County of Erie, Ohio Fee	Glenn O'Dell and Sophia O'Dell Fee	11-9-1936	11-12-1936 at 10:05 AM	DB 154, Page 374	N/A	Quit Claim Deed
		Situating in the Township of Huron, County of Erie and State of Ohio and known as being one-half acre of land known as Rye Beach School Lot situated in Lot #30 in Section 2 of Huron Township.				
George B. Swift Fee	The Board of Education of the Township of Huron, Erie County Fee	12-8-1854	1-10-1855	DB 12, Page 298	N/A	Warranty Deed
		Situating in the Township of Huron, County of Erie and State of Ohio and known as being one-half acre of land known as Rye Beach School Lot situated in Lot #30 in Section 2 of Huron Township.				

WARRANTY DEED

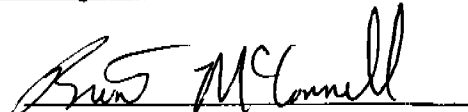
BRENT MCCONNELL aka RUSSELL BRENT MCCONNELL, unmarried, of Erie County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to RESORT PROPERTIES MANAGEMENT LTD., whose tax-mailing address is 2406 Cleveland Rd. W., Huron, OH 44839, the following real property:

Situated in the Township of Huron, County of Erie and State of Ohio, and being that property described on EXHIBIT "A" attached hereto and incorporated herein by reference. Tax ID 39-00420.000
39-00419.000

Prior instrument reference: RN No. 200201739, Erie County Recorder Records.

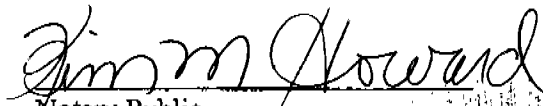
This conveyance is subject to easements and restrictions of record, zoning, and taxes and assessments for 2006 and thereafter, which grantee assumes and agrees to pay.

Executed this 12th day of June, 2006.


BRENT MCCONNELL

STATE OF OHIO, Erie COUNTY, SS.

The foregoing instrument was acknowledged before me this 12th day of June, 2006 by BRENT MCCONNELL.


Notary Public
My commission expires:

KIM M. HOWARD
Notary Public
State of Ohio
My Commission
Expires 4-7-08



This instrument prepared by Ronald J. Mayle, Attorney at Law

Transferred
June 13, 2006
Connie L. Ward
ERIE COUNTY AUDITOR
Fee \$1.50

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4736-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

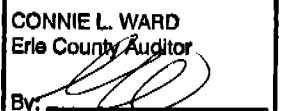

Erie County Auditor
6-13-06

This conveyance has been
examined and the grantor
has complied with sections
310-202 and 322-02 of the
Revised Code.

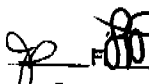
FEE: \$ 155.00

EXEMPT: _____

R. E. TRANSFER:
\$ 465.00

CONNIE L. WARD
Erie County Auditor
By: 

LAWYERS TITLE INS. CORP.
CASE # 600060 624


FULTON DE TR MI
PR SC

MICROFILMED/
SCANNED

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

PARCEL 1: Being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 deg. 35 min. west along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes west, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17' 50" east a distance of 166.25 feet to an iron pin in the west line of the Boss Road; thence North no deg. 30' west along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways.

EXCEPTING FROM PARCEL 1 THAT PART CONVEYED AS ERIE COUNTY RECORDING NUMBER 200312480 DESCRIBED AS FOLLOWS: Being a parcel of land located in part of Original Lot 30, Section 2, Huron Township, Erie County, Ohio and being more particularly described as follows: Beginning at a PK nail found on the centerline of the Cleveland-Sandusky Road (as originally established 40 feet in width) where the same intersects the westerly right of way line of Boss Road, said point being the northeasterly corner of lands now or formerly owned by R.B. McConnell as recorded in RN200201739 of the Erie County Deed Records; thence South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 78.32 to a 5/8" iron pin set at the principal place of beginning for this description;

1. Thence continuing South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 59.81 feet to a 5/8" iron pin previously set at the southeasterly corner of said McConnell's land;
2. Thence South 87 deg. 54'40" west along the southerly line of said McConnell's land passing through a 5/8" iron pin set 97.68 feet from the last described point, a distance of 166.25 feet to a 1/2 drill hole previously set at the southwesterly corner of said McConnell's land;
3. Thence North 68 deg. 01'43" east a distance of 107.82 feet to a 5/8" iron pin set;
4. Thence North 67 deg. 55'43" east a distance of 67.68 feet to the principal place of beginning and containing 0.1140 acres of land (4964.23 square feet) but subject to all legal highways.

PARCEL 2: Being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantee herein; said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the grantee's herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line 16-1/2 feet to a point; thence northwesterly parallel with and 16-1/2 feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the grantees herein; thence northerly along the last mentioned line, 16-1/2 feet to the place of beginning.

Property Address: 2406 Cleveland Road West, Huron, OH 44839
Tax ID No.: 39-00420.000
39-00419.000

Order No.: 600060624

~~CONFIDENTIAL~~
~~PROSC~~

Further, Russell Brent McConnell does hereby represent that he will deposit sufficient sums into an account in the name of the Estate of William R. McConnell for purposes of paying all creditors legally required to be paid by the Estate of William R. McConnell, including, attorney fees, costs and expenses of administration of this estate.

The Court further finds that the allegations in the application for certificate of transfer #1 are true, and that the requirements of law have been fulfilled. The Court further finds that the real estate is subject to a charge in favor of Betsy McConnell and Robert McConnell in the sum of Ten Thousand Dollars (\$10,000.00) to each until paid by Russell Brent McConnell or the Estate of William R. McConnell to said Betsy McConnell and Robert McConnell.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that certificate of transfer #1 issue and be preserved in the Court records with the application and this entry, and that such authenticated copies of the certificate be delivered as required to the persons entitled to them. Russell Brent McConnell, individually and as administrator of the Estate of William McConnell, is hereby ordered to pay Betsy McConnell and Robert McConnell in full no later than thirty (30) days from the date of this entry.

IT IS FURTHER ORDERED that the following described real estate is subject to a charge of Twenty Thousand Dollars (\$20,000.00) until Ten Thousand Dollars (\$10,000.00) is paid by the Estate of William R. McConnell and/or Russell Brent McConnell to Betsy McConnell and Ten Thousand Dollars (\$10,000.00) paid to Robert McConnell, to-wit:

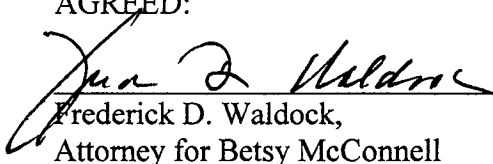
PARCEL 1: Situated in the Township of Huron, County of Erie and State of Ohio, and being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road, so-called (as originally established 40 feet in width) and the West line of the Boos Road (so-called) running thence, North 72 deg. 35 minutes West, along said centerline of the

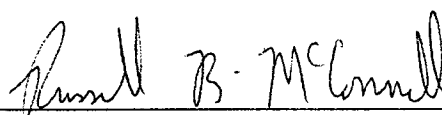
Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes West, a distance of 180.36 feet to than iron pin; thence South 89 deg. 17 minutes 50 seconds East, a distance of 166.25 feet to an iron pin in the Westline of the Boos Road; thence North no degrees 30 minutes West, along the Westline of the Boos Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways, and subject to the right of way conveyed to the Sandusky and Interurban Electric Railway Company, by instrument dated March 4, 1899 and recorded in Volume I of Miscellaneous Records, Page 219, Erie County, Ohio Recorder's Office.

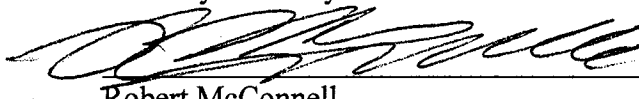
PARCEL 2: Situated in the Township of Huron, County of Erie and State of Ohio, and being a part of Lot Number Thirty (30), Section 2, and being further described as follows: Beginning on the Westline of Lot 30 at a point where the same intersects the southerly line of Cleveland-Sandusky Road, so-called; thence Southeasterly along the Southerly line of said road for a distance of approximately 530.77 feet to a point on the Westerly property line of the Grantees herein; said point also being in the Easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing Southeasterly along the Southerly line of said road, 136.92 feet to a point on the Easterly property line of the Grantees herein, said point also being in the Westerly line of Boos Road, so-called; thence Southerly along the last mentioned line 16 ½ feet to a point; thence Northwesterly, parallel with and 16 ½ feet from the Southerly line of said road, 136.92 feet to a point on the Westerly property line of the Grantees herein; thence Northerly along the last mentioned line, 16 ½ feet to the place of beginning. The intention herein being to convey the Easterly 136.92 feet as described in a deed from the Huron Township Board of Education to the Sandusky and Interurban Electric Railway Company, dated March 4, 1899, as recorded in Miscellaneous Volume 1, Pages 219-220, Erie County, Ohio Records.

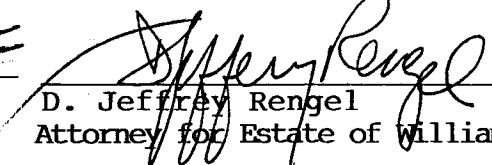
Permanent Parcel Nos. 39166400003 and 39166400004.

AGREED:


Frederick D. Waldock,
Attorney for Betsy McConnell

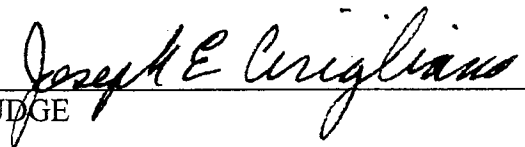

Russell Brent McConnell, Administrator
of the Estate of William R. McConnell


Robert McConnell


D. Jeffrey Rengel
Attorney for Estate of William McConnell

IT IS HEREBY ORDERED, ADJUDGED AND DECREED.

JAN 09 2002
DATE

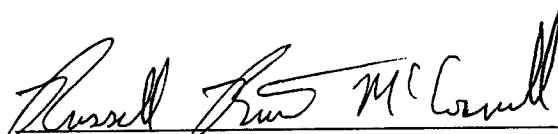

JUDGE

State of Ohio)
)
) ss.
County of Erie)

AFFIDAVIT OF
RUSSELL BRENT McCONNELL

I, Russell Brent McConnell, being first sworn and of statutory age and sound mind, do swear and state the following:

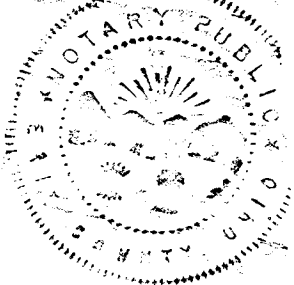
1. That I am the sole heir and administrator of the Estate of William R. McConnell, deceased.
2. That I and the estate will jointly pay to Betsy McConnell and Robert McConnell, Parents and Creditors of the decedent, William R. McConnell, the sum of Ten Thousand Dollars (\$10,000) to Betsy McConnell and Ten Thousand Dollars (\$10,000) to Robert McConnell no later than thirty (30) days from the date of this Court's entry to which this affidavit is given in support.
3. That I will deposit such sums into an account in the name of the Estate of William R. McConnell sufficient to pay all other proper creditors legally required to be paid by the Estate of William R. McConnell, including costs and expenses of administration of this estate.
4. That current allowed claims, including the agreed claims of Betsy McConnell and Robert McConnell, and exclusive of attorneys fees, costs and expenses of administration, amount to \$69,971.60 or less.
5. Further, affiant sayeth naught...


Russell Brent McConnell, affiant

SWORN TO AND SUBSCRIBED before me, a Notary Public, in and for the State of Ohio,
Erie County, on this the 3rd day of December, 2001.


NOTARY PUBLIC

my commission expires:



LORI J. DEMRES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APR. 4, 2006

D. JEFFERY RENGEL
Attorney at Law
421 Jackson Street
Sandusky, Ohio 44870
(419) 627-0400

Russell McConnell
2401 Cleve. Rd W Mail
Huron, Oh
44839

PROBATE COURT OF ERIE **FILED** COUNTY, OHIO

ESTATE OF William R. McConnell '02 JAN 9 PM 3 02, DECEASED

Case No. 99-1-029 **ERIE CO. PROBATE COURT** Page

CERTIFICATE OF TRANSFER

NO. 1

Decedent died on October 5, 1998 owning the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate so Passing
AKA Russell Brent McConnell Brent McConnell	2406 Cleveland Rd., W., Huron, OH 44839	100%

RN 200201739 Page 1 of 3
ERIE COUNTY OHIO RECORDER
Tish Fraley 3P
RECORDING FEE: 18.00
CTR Date 01/29/2002 Time 14:02:14

[Complete if applicable] The real estate described in this certificate is subject to a charge of \$ _____ in favor of decedent's surviving spouse, _____, in respect of the unpaid balance of the specific monetary share which is part of the surviving spouse's total intestate share.

VB FILED MI
PR SC

MICROFILMED
SCANNED
FORM 12.1 - CERTIFICATE OF TRANSFER

The Ohio Legal Blank Co.
Publishers and Dealers Since 1883
Cleveland, Ohio 44113

The real estate, the transfer of which is memorialized by this certificate, is described as follows [describe below, using extra sheets if necessary. If decedent's interest was a fractional share, be sure to so state]:

See attached "Exhibit A"

ERIE COUNTY OHIO RECORDER
RN 200201739 Page 2 of 3

January 9, 2002 Joseph E. Urighiano
Date Issued Probate Judge

AUTHENTICATION

I certify that the above document is a true copy of the original kept by me as custodian of the official records of this Court.

January 24, 2002 Barbara J. Lamb
Date Secy/Clerk

RECEIVED
JAN 24 2002
CLERK OF COURT
ERIE COUNTY, OHIO

EXHIBIT A

PARCEL 1:

Situated in the Township of Huron, County of Erie and State of Ohio, and being that part of Lot Number Thirty (30) Section 2 and being further described as follows:

Beginning at the intersection of the centerline of the Cleveland- Sandusky Road, so-called (as originally established 40 feet in width) and the West line of the Boos Road (so-called) running thence, North 72 deg. 35 minutes West, along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes West, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17 minutes 50 seconds East, a distance of 166.25 feet to an iron pin in the Westline of the Boos Road; thence North no degrees 30 minutes West, along the Westline of the Boos Road, a distance of 138.13 feet to the place of beginning, containing 0. 5498 acres, more or less, but subject to legal highways, and subject to the right of way conveyed to the Sandusky and Interurban Electric Railway Company, by instrument dated March 4, 1899 and recorded in Volume I of Miscellaneous Records, Page 219, Erie County, Ohio Recorder's Office.

PARCEL 2:

Situated in the Township of Huron, County of Erie and State of Ohio, and being a part of Lot Number Thirty (30), Section 2, and being further described as follows:

Beginning on the Westline of Lot 30 at a point where the same intersects the southerly line of Cleveland-Sandusky Road, so-called; thence Southeasterly along the Southerly line of said road for a distance of approximately 530.77 feet to a point on the Westerly property line of the Grantees herein; said point also being in the Easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing Southeasterly along the Southerly line of said road, 136.92 feet to a point on the Easterly property line of the Grantees herein, said point also being in the Westerly line of Boos Road, so-called; thence Southerly along the last mentioned line 16 1/2 feet to a point; thence Northwesterly, parallel with and 16 1/2 feet from the Southerly line of said road, 136.92 feet to a point on the Westerly property line of the Grantees herein; thence Northerly along the last mentioned line, 16 1/2 feet to the place of beginning. The intention herein being to convey the Easterly 136.92 feet as described in a deed from the Huron Township Board of Education to the Sandusky and Interurban Electric Railway Company, dated March 4, 1899, as recorded in Miscellaneous Volume 1, Pages 219-220, Erie County, Ohio Records.

Prior deed reference Volume 540 Page 720

Tax ID#3900419000 Perm. Parcel #39166400003

Tax ID#3900420000 Perm. Parcel #39166400004

*Transferred
January 29, 2002
Jude T. Hammond*
ERIE COUNTY AUDITOR
Fee \$1.50

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	
by	<i>[Signature]</i>

APPROVED as per Erie County Requirements And Sections 4733-37 thru 4733-37-07 of the Ohio Administrative Code only. No Field Verifications for Accuracy made.
[Signature]
Erie County Engineer
Date: 1-29-02

Know all Men by these Presents, That Margaret M. (Emmons) McConnell,
married and wife of William R. McConnell and also known as Peggy
McConnell,

_____ the Grantor,
 who claims title by or through instrument _____, recorded in Volume _____, Page _____, County
 Recorder's Office, for the consideration of Ten and 00/100 _____ Dollars
 (\$ 10.00 -----) received to her full satisfaction of William R. McConnell
 _____, the Grantee,

whose TAX MAILING ADDRESS will be 2406 Cleveland Road, West, Huron,
Ohio 44839

have given, granted, remised, released and forever quit-claimed, and do by these presents absolutely
 give, grant, remise, release and forever quit-claim unto the said Grantee, his heirs and assigns
 forever, all such right and title as she, the said Grantor, have or ought to have in and to
 the following described piece or parcel of land, situated in the _____ Township _____ of
Huron County of Erie and State of Ohio

Parcel 1: Situated in the Township of Huron, County of Erie and State of Ohio
 and being that part of Lot Number Thirty (30) Section 2 and being further described
 as follows: Beginning at the intersection of the center line of the Cleveland-
 Sandusky Road, so-called (as originally established 40 feet in width) and the
 west line of the Boss Road (so-called); running thence North 72 degrees 35
 minutes west, along said center line of the Cleveland-Sandusky Road, a distance
 of 136.92 feet; thence South 11 degrees no minutes West. A distance of 180.36
 feet to an Iron Pin; thence South 89 degrees 17 minutes 50 seconds East, a
 Distance of 166.25 feet to an Iron Pin in the West Line of the Boss Road; thence
 North no degrees 30 minutes West, along the west line of the Boss Road, a distance
 of 138.13 feet to the place of beginning, containing 0.5498 acres, more or
 less, but subject to legal highways, and subject to the right of way conveyed
 to the Sandusky and Interurban Electric Railway Company, by instrument dated
 March 4, 1899 and recorded in Volume 1 of miscellaneous records Page 219, Erie
 County, Ohio Recorder's Office.

Parcel 2: Situated in the Township of Huron, County of Erie, State of Ohio
 and being a part of Lot Number Thirty (30), Section 2 and being further described
 as follows: Beginning on the West line of Lot 30 at a point where the same
 intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence
 Southeasterly along the Southerly line of said road for a distance of approximately
 230.77 feet to a point on the Westerly property line of the Grantees herein;
 said point also being in the Easterly property line of Melvin C. and Dorothy
 Reinhart and the true place of beginning; thence continuing Southeasterly along
 the Southerly line of said road, 136.92 feet to a point on the Easterly property
 line of Boss Road, so-called; thence Southerly along the last mentioned line
 16½ feet from the Souther line of said road, 136.92 feet to a point on the
 Westerly property line of the Grantees herein; thence Northerly along the last
 mentioned line, 16½ feet to the place of beginning.

The intention herein being to convey the Easterly 136.92 feet as described
 in a deed from the Huron Township Board of Education to the Sandusky and Interurban
 Electric Railway Company, dated March 4, 1899, recorded in miscellaneous Volume
 1, Pages 219-220, Erie County, Ohio Records.

And all the estate, right, title and interest said grantors have or ought to
 have in and to said described premises, together with the privileges and
 appurtenances to the same belonging, but subject to zoning ordinances, restrictions
 of record and public utility or other easements of record.

This conveyance has been examined and the Grantor has
 complied with section 310-202 of the Revised Code

FEE \$

EXEMPT

James McKeen, County Auditor

APPROVED

Charles W. ...
 ERIE COUNTY ENGINEER

To have and to hold the premises aforesaid, with the appurtenances thereunto belonging, to the said grantee, her heirs and assigns, so that neither the said grantor, nor her heirs, nor any other persons 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.

In Witness Whereof, I have hereunto set my hand, the 29th day of October, in the year of our Lord one thousand nine hundred and eighty-seven.

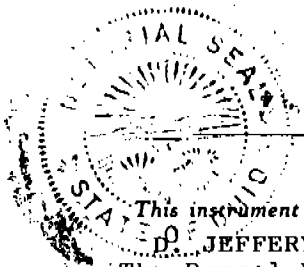
Signed in the presence of:

Frederic A. Emmons
Edward H. Caudill

Margaret (Peggy) M. (Emmons) McConnell
Margaret (Peggy) M. (Emmons) McConnell

The State of Ohio, } Before me, a Notary Public
ERIE County, }
In and for said County and State, personally appeared
the above named Margaret (Peggy) M. (Emmons) McConnell
who acknowledged that she did sign the foregoing instrument and that the same is her free
act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at
Sandusky, Ohio, this 29th day of
October, A. D. 19 87



This instrument prepared by:
D. JEFFERY RENGEL
The Rengel Law Office
421 Jackson Street
Sandusky, Ohio 44870
(419) 627-0400

Jeffery Rengel

D. JEFFERY RENGEL
Notary Public/Attorney At Law
My Commission does not expire.
O.R.C. 147.03

0374580

QUIT-CLAIM DEED

FROM
Margaret (Peggy) M.
'88 JAN 22 P2:19

(Emmons) McConnell, W. Schaeffer,
RECEIVED FOR RECORD
TO ERIE COUNTY, OHIO

William R. McConnell,
2406 Cleveland W. Schaeffer,
married

RECEIVED FOR RECORD

January 22nd, 19 88

at 2:19 o'clock P.M.

Recorded January 25th, 19 88

in Erie County Records

Volume 540, Page 720-721

John W. Schaeffer,

RECORDED

ENTERED FOR TRANSFER

JAN 22 1988

James W. McKeen

FILE 15072

\$10.00 Paid

This instrument prepared by:
D. JEFFERY RENGEL
The Rengel Law Office
421 Jackson Street
Sandusky, Ohio 44870
(419) 627-0400

MICROFILMED

WARRANTY DEED—From a Corporation—(No. 184a)

The Ohio Land Sales Co., Cleveland

Know all Men by these Presents:That Bay-Con Corporationa Corporation incorporated under the laws of the State of Delaware the Grantorwho claim s title by or through instrument _____, recorded in Volume 428, Page 642, CountyRecorder's Office, for the consideration of _____ Ten and no/100ths(\$ 10.00) received to its full satisfaction of William R. McConnell, Single andMargaret M. Emmons, Single the Grantee, A,whose TAX MAILING ADDRESS will be 2406 Cleveland Road, Huron, Ohio 44839do give, grant, bargain, sell and convey unto the said Grantee s, their heirs and assigns, the fol-lowing described premises situated in Township of HuronCounty of Erie and State of Ohio:

PARCEL 1: Situated in the Township of Huron, County of Erie and State of Ohio and being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the center line of the Cleveland-Sandusky Road, so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 degrees 35 minutes West, along said center line of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 degrees no minutes West. A distance of 180.36 feet to an Iron Pin; thence South 89 degrees 17 minutes 50 seconds East, a Distance of 166.25 feet to an Iron Pin in the West Line of the Boss Road; thence North no degrees 30 minutes West, along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways, and subject to the right of way conveyed to the Sandusky and Interurban Electric Railway Company, by instrument dated March 4, 1899 and recorded in Volume 1 of miscellaneous records Page 219, Erie County, Ohio Recorder's Office.

PARCEL 2: Situated in the Township of Huron, County of Erie, State of Ohio and being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the West line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence Southeasterly along the Southerly line of said road for a distance of approximately 530.77 feet to a point on the Westerly property line of the Grantees here in; said point also being in the Easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing Southeasterly along the Southerly line of said road, 136.92 feet to a point on the Easterly property line of the Grantee's herin, said point also being in the Westerly line of Boss Road, so-called; thence Southerly along the last mentioned line 16½ feet to a point; thence Northwesterly, parallel with and 16½ feet from the Southerly line of said road, 136.92 feet to a point on the Westerly property line of the Grantees herein; thence Northerly along the last mentioned line, 16½ feet to the place of beginning.

The intention herein being to convey the Easterly 136.92 feet as described in a deed from the Huron Township Board of Education to the Sandusky and Interurban Electric Railway Company, dated March 4, 1899, recorded in miscellaneous Volume 1, Pages 219-220, Erie County, Ohio Records.

This conveyance has been examined and the Grantor has
complied with Section 319-202 of the Revised Code.

FEE \$ 54.70EXEMPT _____

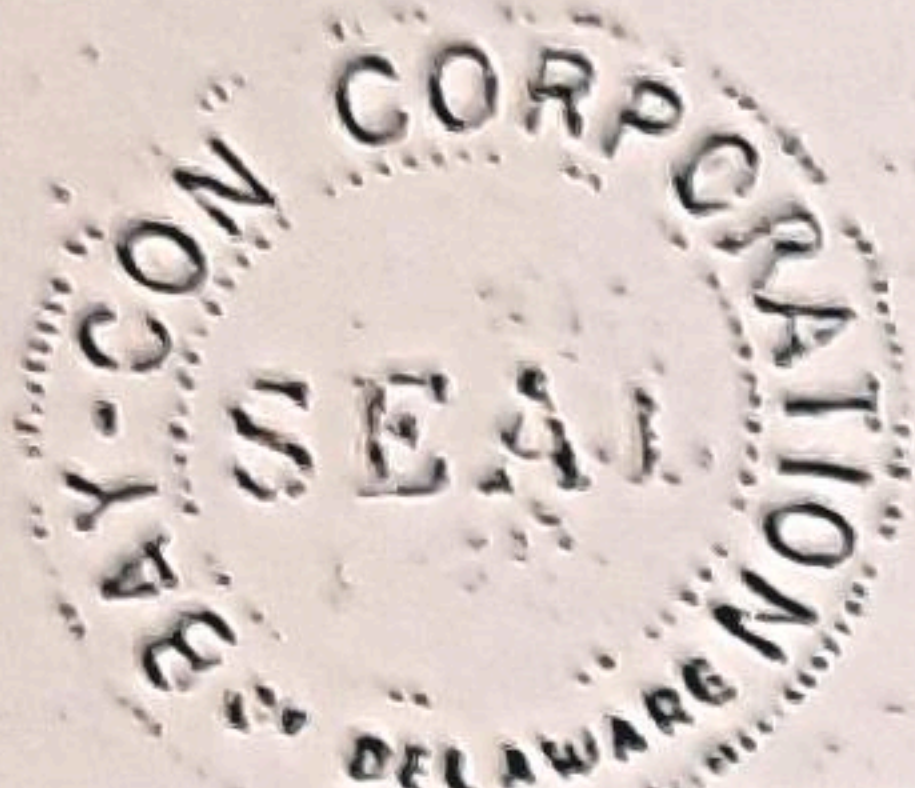
GERALD SCHWEINFURTH, County Auditor

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 grantee, their heirs and assigns forever. And the said grantor does for itself and its successors and assigns covenant with said grantee, their heirs and assigns, that at and until the enrolling 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 except taxes and assessments which shall be pro-rated between the Grantor and Grantees at the time of transfer of this deed, zoning ordinances, restrictions and conditions of record, and easements.

and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee, their heirs and assigns, forever, against all lawful claims and demands whatsoever.

In witness whereof said corporation sets its hand and corporate seal,

by Marshall G. Browne, its President
and John R. Deer, its Vice President
this 8th day of June A. D. 19 78



Signed and acknowledged in the presence of

By Marshall G. Browne
Marshall G. Browne,
President

John R. Deer
John R. Deer
Vice President Finance

THE STATE OF OHIO

Erie County

Before me, a Notary Public in and for said County, personally appeared the above named Bay-Con Corporation

by Marshall G. Browne, its President
and John R. Deer, its Vice President Finance
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 Sandusky, Ohio, this 8th day of June 19 78

Sharon R. Velliquette Notary Public
Sharon R. Velliquette

This instrument prepared by:
Bay-Con Corporation

SHARON R. VELLIQUETTE, Notary Public
My Commission Expires Nov. 16, 1982

WARRANTY DEED FILED

FROM

Bay-Con Corporation, 23 PM 3 19

TO JOHN C. SCHERER
RECORDER
ERIE COUNTY, OHIO
William R. McConnell

Margaret M. Emmons

RECEIVED FOR RECORD

June 23rd, 1978

at 3:19 o'clock P. M.

Recorded June 26th, 1978

in Erie County Records

Volume 468, Page 795-796

John C. Scherer,
RECORDER

ENTERED FOR TRANSFER

June 23, 1978

Sharon R. Velliquette

June 1.05 H.

THE OHIO LEGAL BLANK CO., CLEVELAND
This instrument prepared by:
Sharon R. Velliquette, Notary Public
SANDUSKY, OHIO 44870

at 83519 5.00 Paid

MICROFILMED

Know all Men by these Presents

That, WE, BILLY D. SHRIGLEY AND PAMELA SHRIGLEY, HUSBAND AND WIFE,
the Grantors,

who claim title by or through instrument, recorded in Volume 260, Page 361, County
276 240
Recorder's Office, for the consideration of TEN AND NO/100 - - - - -
- - - - - Dollars (\$ 10.00)
received to OUR full satisfaction of

BAY CONSTRUCTION, INC., AN OHIO CORPORATION

the Grantee,

whose TAX MAILING ADDRESS will be

1630 SYCAMORE LINE, SANDUSKY, OHIO 44870

do

Give, Grant, Bargain, Sell and Convey unto the said Grantee, ITS SUCCESSORS
/ heirs and assigns, the following described premises, situated in the TOWNSHIP of
HURON, County of ERIE and State of Ohio:

PARCEL 1: SITUATED IN THE TOWNSHIP OF HURON, COUNTY OF ERIE AND STATE OF OHIO AND BEING THAT PART OF LOT NUMBER THIRTY (30) SECTION 2 AND BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF THE CLEVELAND-SANDUSKY ROAD, SO-CALLED, (AS ORIGINALLY ESTABLISHED 40 FEET IN WIDTH) AND THE WEST LINE OF THE BOSS ROAD (SO-CALLED); RUNNING THENCE NORTH 72 DEGREES 35 MINUTES WEST, ALONG SAID CENTER LINE OF THE CLEVELAND-SANDUSKY ROAD, A DISTANCE OF 136.92 FEET; THENCE SOUTH 11 DEGREES NO MINUTES WEST, A DISTANCE OF 180.36 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 17 MINUTES 50 SECONDS EAST, A DISTANCE OF 166.25 FEET TO AN IRON PIN IN THE WEST LINE OF THE BOSS ROAD; THENCE NORTH NO DEGREES 30 MINUTES WEST, ALONG THE WEST LINE OF THE BOSS ROAD, A DISTANCE OF 138.13 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.5498 ACRES, MORE OR LESS, BUT SUBJECT TO LEGAL HIGHWAYS, AND SUBJECT TO THE RIGHT OF WAY CONVEYED TO THE SANDUSKY AND INTERURBAN ELECTRIC RAILWAY COMPANY, BY INSTRUMENT DATED MARCH 4, 1899 AND RECORDED IN VOLUME 1 OF MISCELLANEOUS RECORDS PAGE 219, ERIE COUNTY, OHIO RECORDER'S OFFICE.

PARCEL 2: SITUATED IN THE TOWNSHIP OF HURON, COUNTY OF ERIE, STATE OF OHIO AND BEING A PART OF LOT NUMBER THIRTY (30), SECTION 2 AND BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF LOT 30 AT A POINT WHERE THE SAME INTERSECTS THE SOUTHERLY LINE OF THE CLEVELAND-SANDUSKY ROAD, SO-CALLED; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID ROAD FOR A DISTANCE OF APPROXIMATELY 530.77 FEET TO A POINT ON THE WESTERLY PROPERTY LINE OF THE GRANTEE'S HEREIN; SAID POINT ALSO BEING IN THE EASTERLY PROPERTY LINE OF MELVIN C. AND DOROTHY REINHART AND THE TRUE PLACE OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID ROAD, 136.92 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF THE GRANTEE'S HEREIN, SAID POINT ALSO BEING IN THE WESTERLY LINE OF BOSS ROAD, SO-CALLED; THENCE SOUTHERLY ALONG THE LAST MENTIONED LINE 16½ FEET TO A POINT; THENCE NORTHWESTERLY, PARALLEL WITH AND 16½ FEET FROM THE SOUTHERLY LINE OF SAID ROAD, 136.92 FEET TO A POINT ON THE WESTERLY PROPERTY LINE OF THE GRANTEE'S HEREIN; THENCE NORTHERLY ALONG THE LAST MENTIONED LINE, 16½ FEET TO THE PLACE OF BEGINNING.

THE INTENTION HEREIN BEING TO CONVEY THE EASTERLY 136.92 FEET AS DESCRIBED IN A DEED FROM THE HURON TOWNSHIP BOARD OF EDUCATION TO THE SANDUSKY AND INTERURBAN ELECTRIC RAILWAY COMPANY, DATED MARCH 4, 1899, RECORDED IN MISCELLANEOUS VOLUME 1, PAGES 219-220, ERIE COUNTY, OHIO RECORDS.

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

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

FEE \$ 30.00

EXEMPT

R.E. TAX \$ 90.00

CERARD SCHWEINFURTH, County Auditor

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

And we, BILLY D. SHRIGLEY AND PAMELA SHRIGLEY the said Grantors, do for OURSELVES and OUR heirs, executors and administrators, covenant with the said Grantee, ITS SUCCESSORS heirs and assigns, that at and until the encasing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever EXCEPT TAXES AND ASSESSMENTS WHICH SHALL BE PRO-RATED BETWEEN THE GRANTORS AND GRANTEE AT THE TIME OF TRANSFER OF THIS DEED, ZONING ORDINANCES, RESTRICTIONS AND CONDITIONS OF RECORD, AND EASEMENTS,

and that we will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, ITS SUCCESSORS heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration

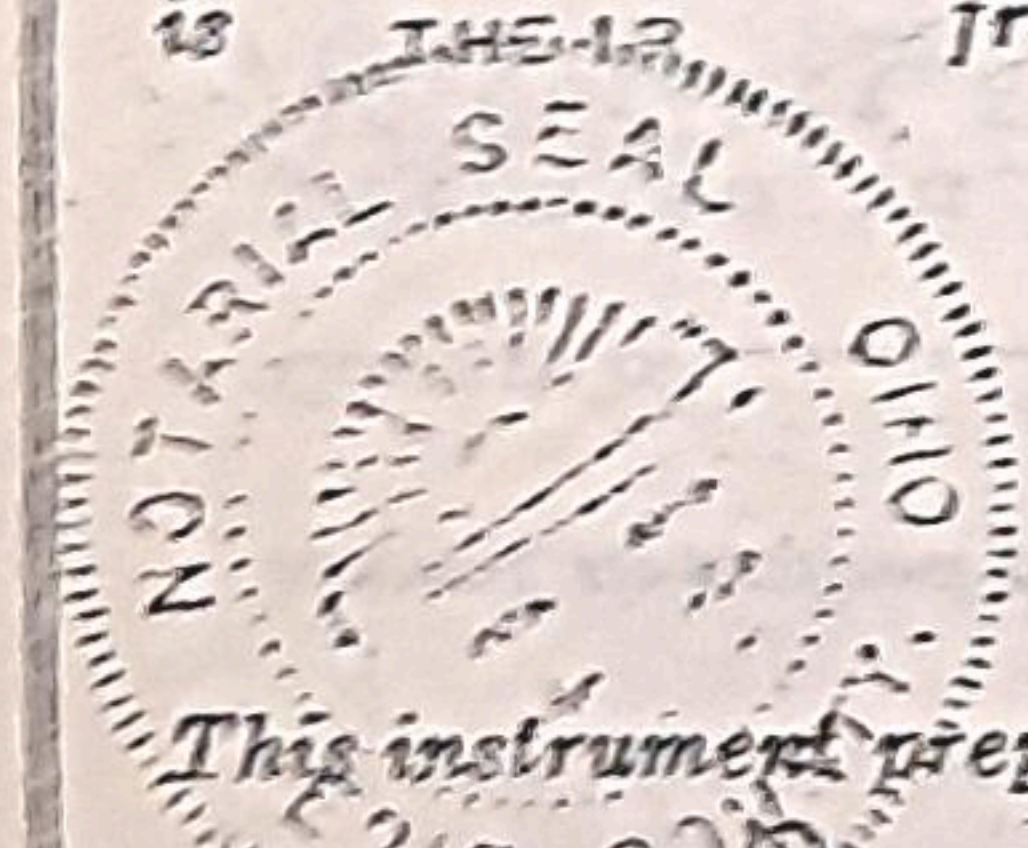
do hereby remise, release and forever quit-claim unto the said Grantee, heirs and assigns, all right and expectancy of Easement in the above described premises.

In Witness Whereof we have hereunto set OUR hands, the 30th. day of August, in the year of our Lord one thousand nine hundred and SEVENTY-TWO (1972)

Signed and acknowledged in the presence of James F. DeBartolo Jr. Joseph V. Bilgen

Billy D. Shrigley PAMELA SHRIGLEY

State of Ohio ss. Erie County, Before me, a NOTARY PUBLIC in and for said County and State, personally appeared the above named BILLY D. SHRIGLEY AND PAMELA SHRIGLEY, HUSBAND AND WIFE who acknowledged that THEY did sign the foregoing instrument and that the same is their free act and deed.



In Testimony Whereof, I have hereunto set my hand and official seal, at Huron, Ohio this 30th day of August, A.D. 19 72

Joseph V. Bilgen JOSEPH V. BILGEN, Notary Public

This instrument prepared by RICHARD J. LAMATRE, ATTORNEY HURON, OHIO

254045

Warranty Deed

1972 SEP 15 5:21 PM BILLY D. SHRIGLEY, ET AL. TO CARL A. SPEIR RECORDER ERIE COUNTY OHIO BAY CONSTRUCTION, INC. AN OHIO CORPORATION

Transferred 9-5-1972 Fred B. Schweinfurt Fee \$105.30 COUNTY AUDITOR

County of Erie State of Ohio ss.

Received for Record on the 5th day of September 19 72 at 2:13 o'clock P.M. and Recorded September 6th 19 72 in Deed Book 420 Page 642-643

Recorder's Fees \$2.00 Paid

UNITED TITLE INSURANCE CORPORATION BOX 1222 SANDUSKY, OHIO

41891

Administrator's or Executor's Deed

(Private Sale, New Appraisement)

Know all Men by these Presents:

That Whereas, on the 21st day of October 19.54

Rosemary E. Jenkins

duly appointed and qualified as Administratrix with the Will Annexed

of the estate of Lena E. O'Dell deceased, late of

Erie County, Ohio, by the Probate Court of said County; and

afterwards, to-wit: on the 4th day of May 19.55, said

Rosemary E. Jenkins filed her certain petition and then and

thereby commenced an action in the Probate Court of Erie

County, Ohio, against Dorothy E. Fitzgerald, Virginia E. Anderson, Kathryn E. Paxton, Rosemary E. Jenkins, Henry Schwenk, Minnie L. Schwenk, Karl William Ebert, an incompetent, Phil Jenkins, Guardian of the Estate of Karl William Ebert, an incompetent, Thornton Schwenk, John Schwenk, Alfred Henry Miller, Carl Heimburger, a.k.a. Carle A. Heimburger, Lena Heimburger, Florence B. Michel, Carl Koehler, a.k.a. Carle W. Koehler, Edith Washburn Hoffman, Dorothy Washburn Schweinfurth, Charles H. Washburn, Richard M. Washburn, Ralph F. Washburn and Ruth Washburn Warner

and numbered on the Docket of said Court as Case No. 5818, praying

among other things, for an order of sale of certain real estate therein mentioned

and hereinafter described;

And Whereas, such proceedings were had in said action, that on the 9th

day of May 19.55, said Court, finding the allegations of the petition

true, and that said real estate ought to be sold as prayed for in said petition,

ordered that the same be appraised; and on the 12th day of May

19.55, said Court further ordered that said Rosemary E. Jenkins

proceed according to law to sell said real estate at private sale for not less than

the appraised value thereof, - \$9,500.00 - - - - - the lower estate therein of

And on the same day, in pursuance of said order and judgment, an order of

sale with said real estate therein described, was issued by said Court, under the

seal thereof, to the said Rosemary E. Jenkins

as Administratrix with the Will Annexed

as aforesaid, commanding her to execute the said order, and of the same to-

gether with her proceedings thereon, to make due return;

And Whereas, said Rosemary E. Jenkins

having caused said premises to be appraised, and the report of said appraisement to be filed in said Probate Court, and having on the 19th day of May 19 55 returned said order of sale to said Court as commanded, with her proceedings thereon, stating in substance that in obedience to said order she sold said premises on the 13th day of May 19 55, to Billy D. Shrigley and Pamela Shrigley for the sum of Ten Thousand (\$10,000.00) - - - - - Dollars, said sum being more than the appraised value of the same, said sale being made after diligent endeavor to obtain the best price for said property, and for the highest price she could get therefor the lower estate aforesaid;

And Whereas, on the 23rd day of May 19 55 the said Court having examined the proceedings of the said Rosemary E. Jenkins aforesaid, under said order of sale, and it appearing to the Court that said sale was in all respects legally made, ordered that the same be approved and confirmed, and that said Rosemary E. Jenkins should execute and deliver a proper deed to the purchaser of the real estate so sold.

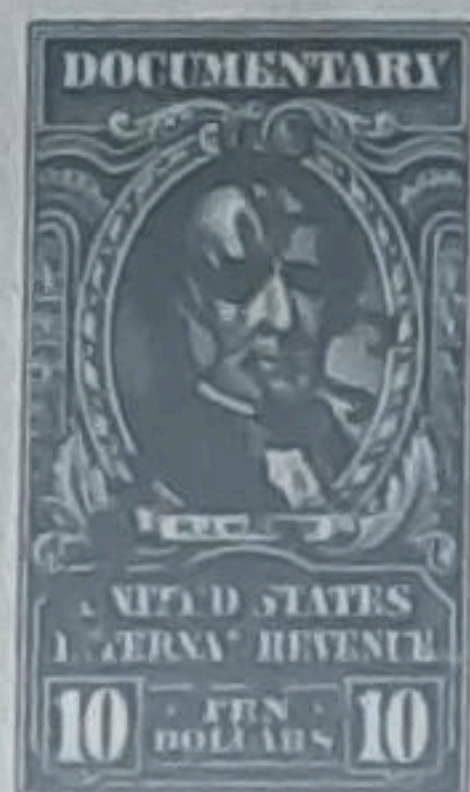
All of which will more fully appear by the records of said Court, to which reference is here made.

Now therefore I, the said Rosemary E. Jenkins, Administratrix with the Will Annexed of the estate of Lena E. O'Dell deceased aforesaid, by virtue of said judgment, order of sale, sale and confirmation and of the statutes in such cases made and provided, and of the powers vested in me and for and in consideration of the premises, and the sum of Ten Thousand - - - - - Dollars (\$10,000.00 -), paid or secured to be paid to by said Billy D. Shrigley & Pamela Shrigley the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to the said Billy D. Shrigley and Pamela Shrigley their heirs and assigns forever, the following Real Estate, situated in the County of Erie in the State of Ohio and in the Township of Huron, and bounded and described as follows:

Situated in that part of lot number thirty (30), in section number two (2), in Huron Township, Erie County, Ohio, bounded and described as follows: Beginning at the intersection of the center line of the Cleveland-Sandusky Road, so-called, (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence north 72 degrees 35 minutes west, along said center line of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence south 11 degrees no minutes west, a distance of 180.36 feet to an iron pin; thence south 89 degrees 17 minutes 50 seconds east, a distance of 166.25 feet to an iron pin in the west line of the Boss Road; thence north no degrees 30 minutes west, along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highway, and subject to the right of way heretofore conveyed to The Sandusky and Interurban Electric Railway Company and/or The Lake Shore Electric Railway Company.

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

B. K. Howland Clerk
5/25/55



dower-as-aforesaid.

To Have and to Hold said premises, with all the privileges and appurtenances thereto belonging, to the said Billy D. Shrigley and Pamela Shrigley their heirs and assigns forever, as fully and completely as Rosemary E. Jenkins, the said Administratrix with the Will Annexed as such Administratrix, by virtue of said judgment, order of sale, sale and confirmation, and of the statute made and provided for such cases, might or should sell and convey the same.

In Witness Whereof, The said Rosemary E. Jenkins, Administratrix with the Will Annexed as such Administratrix has hereunto set her hand, this 24th day of May 1955.

Signed and acknowledged in presence of

~~Rosemary E. Jenkins~~ Rosemary E. Jenkins
Rosemary E. Jenkins, Administratrix with the Will Annexed of the Estate of Lena E. O'Dell, deceased.

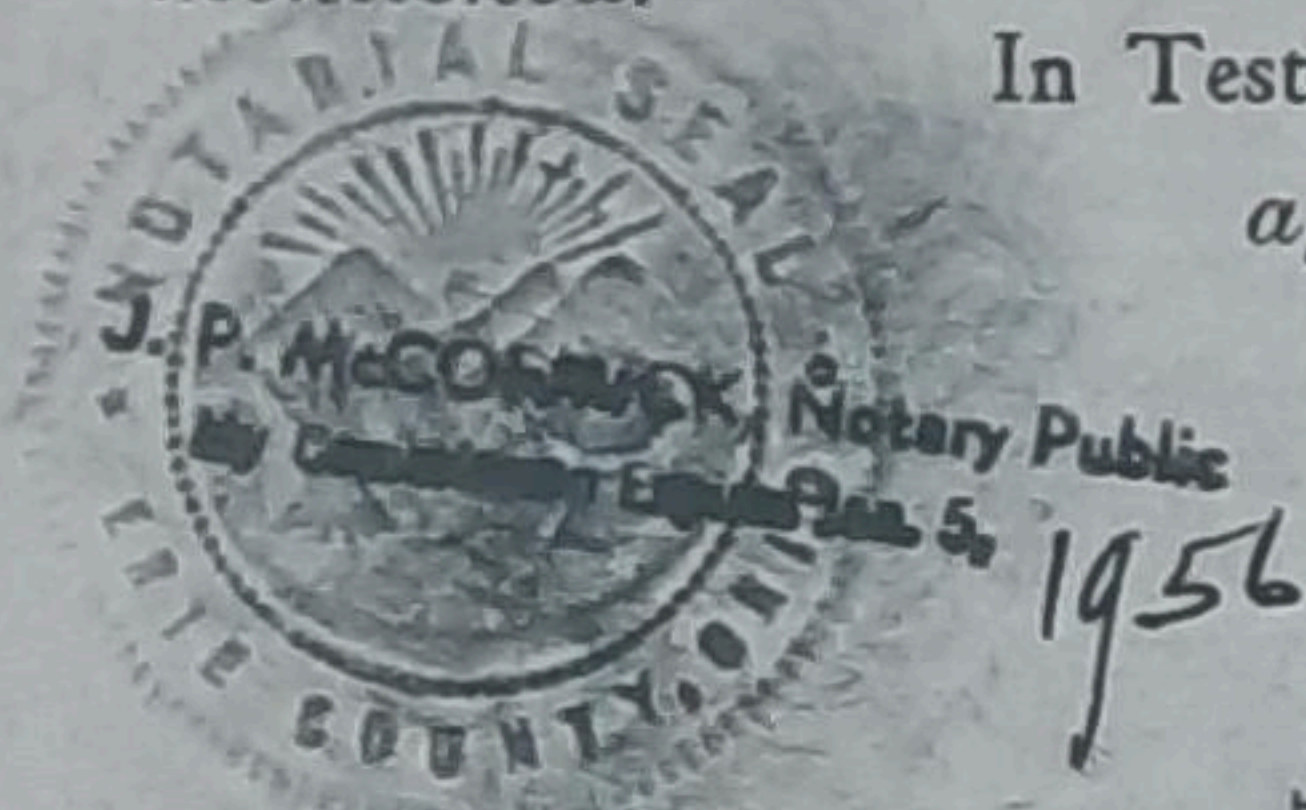
of Main Street, Huron, Ohio

The State of Ohio, Erie County.

Be It Remembered, That on this 24th day of May 1955 before me, the subscriber, a Notary Public in and for said County, personally came the above named Rosemary E. Jenkins as Administratrix with the Will Annexed of the Estate of Lena E. O'Dell, deceased of Huron, Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be her voluntary act and deed as such Administratrix for the uses and purposes therein mentioned.

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

Notary Public



140316

AMM

Administrator's or Executor's

DEED

FILED

From

Rosemary E. Jenkins, Administratrix with the Will Annexed of the Estate of Lena E. O'Dell, deceased

RECORDED

ERIE COUNTY OHIO

Billy D. Shrigley and Pamela Shrigley

Received June 3rd, 1955

at 3:29 o'clock P.M.

Recorded June 6th, 1955

In Erie County

Record of Deeds, Vol. 260

Page 364-365-366

Carl A. Speir, Recorder

Recorder's Fee - \$2.20 Paid

TRANSFERRED

JUN - 3 1955

Charles S. Schwaner Auditor.

By Lewis E. Schwaner Deputy.

Barrett Brothers, Publishers, Springfield, Ohio

47-8-3

THE ERIE COUNTY TITLE CO. 19359

VOL

255

PAGE 252

Certificate for Transfer of Real Estate

General Code, Sec. 10509-102

Probate Court, Erie

In the Matter of
THE ESTATE OF

County, Ohio

No. 2427

Glenn O'Dell

Deceased

Certificate for Transfer of Real Estate

To the Recorder of Erie County, Greeting:

I hereby certify that the records of this Court show that

Glenn O'Dell

Huron Township, Erie County, Ohio in said County, died, testate, a resident of
 29th day of December, 1954, (1) (testate or intestate) on the
 that his Last Will and Testament was filed in the Probate Court of Erie County
 on January 13th, 1954, admitted to Probate on February 1st, 1954, and recorded
 in Volume 43, page 591 of the Record of Wills in said County.

and that on the 22nd day of November, 1954, (2)

John R. Py

appointed by this Court, (3) Administrator de bonis non with the Will annexed
 of the estate of said decedent; that said estate is
 being administered under No. 2427 and a memorandum record of said
 estate can be found in Administration Docket No. 12, Page 652,
 of the Records of the Probate Court of Erie County, Ohio.

That said decedent died seized of the following described parcels of real estate
 situated in your County:—

PARCEL NUMBER 1.

An undivided one-half interest in those premises situated in Huron
 Township, Erie County, Ohio and known as being 17.96 acres in Lot #24, Section 3,
 .78 acres in Lot #25, Section 3, and 17.92 acres in Lot #30, Section 2, or a total
 of 36.66 acres more or less.

PARCEL NUMBER 2.

An undivided one-half interest in those premises situated in Huron Township
 Erie County, Ohio and known as being one-half acre of land known as Rye Beach School
 Lot situated in Lot #30 in Section 2 of Huron Township and bounded on the north 10
 rods by the Cleveland-Sandusky Highway; on the east 7 rods by Boss Road; on the south
 10 rods and west 9 rods by the lands of Glenn and Sophia O'Dell as described in
 Volume 154, page 374, Erie County Ohio Deed Records.

PARCEL NUMBER 3.

An undivided one-half interest in that part of Lot Number Twenty-six (26)
 Section Number three (3), in Huron Township, Erie County, Ohio, bounded and des-
 cribed as follows: Beginning at a concrete monument in the center line of the
 Cleveland-Sandusky Road (so-called) distant north 56 degrees 17 minutes west,
 1352.5 feet from the intersection of the center line of said Road with the east line
 of said Lot Number 26; thence north 56 degrees 17 minutes west, in the center line
 of said road, 163.5 feet; thence north 61 degrees 26 minutes west, in the center

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 personal
 property and transfer of real estate to the persons entitled thereto, and" and cross out lines relative to record, or if under last paragraph
 of Sec. 10509-102, write in pertinent facts.
 3. "Administrator," "Executor" or "Commissioner to execute instruments of conveyance."

line of said Road 174.4 feet to an iron pin; thence south 1 degree 00 minutes east,
 1495.8 feet to a cedar stake in the south line of said Lot Number 26; thence south,
 87 degrees 52 minutes east, in the south line of said Lot 281.0 feet to a post;
 thence north 0 degrees 46 minutes west 1332.0 feet to the place of beginning, ex-
 cepting therefrom the original right of way of The New York Central Railroad Company
 and that part thereof conveyed to The New York Central Railroad Company by Warranty
 Deed dated January 26, 1927 and recorded in Volume 131 of Deeds, page 408, Erie County
 Ohio records, and also excepting therefrom those parts thereof lying between the
 northerly line of the premises conveyed to The Lake Shore Electric Railway Company
 by deed dated March 27, 1903 and recorded in Volume 75 of Deeds, page 228, Erie
 County, Ohio records, and the southerly line of the premises conveyed to Harry
 Rimelspach, Trustee, by deed dated June 10, 1935 and recorded in Volume 158 of Deeds,
 page 247, Erie County, Ohio records; containing, exclusive of said excepted parts,
 8.1372 acres, more or less, subject to legal highways.

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

Names	P. O. Address	Relationship	Interest Passing
Lena E. O'Dell	R. R. D. #1 Bogart Road Huron, Ohio	spouse	Full $\frac{1}{2}$ interest

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

Names	P. O. Address	Relationship	Interest Passing

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 seal of said Court, this 3rd day of December, 1954.



JOHN W. BAXTER
Probate Judge
Helen F. Wendelsberger
Deputy Clerk

137292

No. 9427

Doc. 12 Page 652-0

PROBATE COURT

Erie County, O.
1954 DEC 6 PM 2 21

In the Matter of the Estate of

Glenn O. SPEIR
RECORDED
ERIE COUNTY OHIO Deceased

CERTIFICATE FOR TRANSFER
OF REAL ESTATE

Transferred Dec. 6, 1954, 19

By Carl A. Speir Auditor

By Lewis E. Eder Deputy

Fee: 50

Received for Record

Dec. 6th, 1954

at 2:21 o'clock P.M.

Recorded Dec. 8th, 1954.
Recorded Vol. 255 Page 252-253

Carl A. Speir,
Recorder

By 2.10 Paid Deputy

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO
53-2-10 4

Flynn, Pg & Kuse

No. 77713
CERTIFICATE FOR TRANSFER OF REAL ESTATE

Sophia H. O'Dell, Deceased

To

Heirs

IN THE MATTER OF THE ESTATE OF

PROBATE COURT, ERIE COUNTY, OHIO

Sophia H. O'Dell, Deceased

NO. 6250

TO THE RECORDER OF ERIE COUNTY, OBERLIN:

I hereby certify that the records of this Court show that Sophia H. O'Dell, a resident of Huron Township, in said County, died Testate on the 15th day of February, 1941, that her last Will and Testament was filed in the Probate Court of Erie County, Ohio, on the 1st day of April, 1941, on the 23rd day of April, 1941, admitted to Probate, recorded Vol. 34, Page 680 of the Record of Wills in said County; and that on the 6th day of May, 1941, Glenn O'Dell was appointed by this Court, executor of the estate of said decedent; that said estate is being administered under No. 6250 and a memorandum record of said estate may be found in Administration Docket No. 10, page 376, of the Records of the Probate Court of Erie County, Ohio.

That said decedent died seized of the following described parcels of real estate situated in your County:

Lot #375 Grand Forest Beach Allotment, Huron Township	"	"
Lot # 14 Section 2 28 acres	"	"
The following is a 1/2 interest of the deceased:		
Lot #30 Section 2 School lot	"	"
Lot #24 Section 2	"	Huron Township
Lot #24 " "	"	"
Lot #25 " "	"	"
Lot #30 " "	"	"
Lot #30 " "	"	"

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

NAMES	INTERESTS PASSING
Glenn O'Dell, husband	life estate
Carl Heimbürger, brother	remainder (3/16)
Lena Heimbürger, sister	remainder (6/16)
Florence B. Michel, niece	remainder (3/16)
Carl Koehler, Nephew	remainder (1/16)
Edith Washburn, niece	remainder (2/16)
Dorothy Washburn, niece	remainder (2/16)
Walter Washburn, nephew	remainder (1/16)

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 seal of said Court, this 2nd day of January, 1942.

(Seal)

JOHN W. BAXTER, PROBATE JUDGE.
 Beatrice Deshtel, Deputy Clerk.

Received April 30, 1942, at 3:35 p. m.

Recorded May 25, 1942.

HURON VILLAGE BOARD OF EDUCATION

To

Glenn & Sophia O'Dell

KNOW ALL MEN BY THESE PRESENTS: That Whereas, The Huron Village Board of Education of the Township of Huron, County of Erie and State of Ohio, by resolution duly adopted by a majority of its members, at a regular meeting duly held on the fourteenth day of September, 1936, decided to sell and dispose of the real estate hereinafter described, and

WHEREAS, said Board of Education having first given at least thirty days' notice of the time and place of sale thereof by causing the same to be published four consecutive weeks in the Sandusky Star Journal, a newspaper of general circulation in said school district, and

WHEREAS, on the sixteenth day of October, A.D. 1936, said Board of Education did, in pursuance of said notice, expose said real estate for sale at public auction at the door of the schoolhouse on said real estate, and the same was then and there publicly sold and struck off to Glenn and Sophia O'Dell for the sum of One Hundred Dollars (\$100.00), they being the highest and best bidders therefor.

NOW, THEREFORE, in consideration of the premises and in consideration of said sum of One Hundred Dollars (\$100.00), paid by said Glenn and Sophia O'Dell, the grantee, the receipt of which is hereby acknowledged, The Huron Village Board of Education of Huron Township, Erie County, Ohio, the grantor, does hereby grant, bargain, sell and convey unto said Glenn and Sophia O'Dell, their heirs and assigns forever, the following described real estate, to-wit:

One half acre of land known as Rye Beach School Lot, situated in Lot Number 30 in Section 2 of Huron Township and bounded on the North ten rods by the Cleveland-Sandusky highway, on the East seven rods by Boss Road, on the South ten rods and west nine rods by the lands of Glenn and Sophia O'Dell. It is the intention to convey by this deed the same land described in a deed of George B. Swift to Board of Education, Huron Township, and recorded in Record of Deeds, Erie County, Vol. 12, Page 298.

TO HAVE AND TO HOLD the same, with all the rights, easements and appurtenances thereunto belonging, and all the rents, issues and profits thereof, unto the said grantee, their heirs and assigns forever, but subject to all legal highways.

IN WITNESS WHEREOF, The Huron Village Board of Education of the Township of Huron, County of Erie and State of Ohio, has caused its name to be subscribed by M. Luella Barram, its president, and Beulah Lindsey, its clerk and secretary, this 9th day of November, A.D. 1936.

Signed and acknowledged

in presence of:

Geo. F. Knupke

George Wm. Beatty

THE HURON VILLAGE BOARD OF EDUCATION
OF HURON TOWNSHIP, OF ERIE COUNTY,
OHIO,
By: M. Luella Barram, President.
Beulah Lindsey, Clerk and Secretary.

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

On this 9th day of November, A.D. 1936, personally appeared before me, a Notary Public, in and for said county, M. Luella Barram, president, and Beulah Lindsey, Clerk and Secretary, respectively, of The Huron Village Board of Education of the Township of Huron, Erie County, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said Board of Education, and the voluntary and corporate act and deed of said Board of Education.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name the day and year last above mentioned.

(Notarial Seal)
My Commission expires February 26, 1938.
Received Nov. 12th, 1936, at 10:05 A.M.
Recorded Nov. 19th, 1936.
Fee for Record \$.75 /

Marian Ochs,
Notary Public.

Carl A. Speir,
Recorder.

by way of Deed or otherwise. In Testimony Whereof the said David D. Bogert and Rhoda Bogert have hereunto set their hands and seals this Eighth day of January in the year of our Lord One thousand eight hundred and fifty five.

David D. Bogert
Rhoda Bogert

Witnessed in presence of

W. S. Eddings, George D. Bufell
The State of Ohio, Be it remembered, That on this 9th day of January A.D. 1855, before me one one County of the said State, came David D. Bogert the signer and seal of the within conveyance, and then and there acknowledged the same to be his free act and deed, for the use and purpose therein expressed. And likewise came Rhoda Bogert wife of the said David D. Bogert and being by me examined separately and apart from her husband and the contents of the within instrument being by me made known to her, then and there acknowledged the same to be her act and deed, by her voluntarily executed without fear of or coercion from her said husband, and that she is still satisfied therewith. W. S. Eddings, Attorney for the said David D. Bogert and Rhoda Bogert.
Received the 9th and Recorded the 11th of January 1855. J. W. Cooke, Recorder.

George B. Swift vs Board of Education of Huron Township.

This Indenture made the eighth day of December One thousand eight hundred and fifty four between George B. Swift of the County of Erie in the State of Ohio of the first part, and the Board of Education of the Township of Huron Erie County and State aforesaid, party of the second part, witnesseth that the party of the first part in consideration of thirty Dollars to him duly paid before the delivery hereof, have bargained and sold and by these presents do grant and convey to the said party of the second part, its successors and assigns forever, one half acre of land taken from the North East corner of fourteen and three fourths of an acre of land, formerly Deeded to William Chapman by William D. Winthrop and Wife, Situate in the North West part of Lot No 30, in Section No 6, of Huron Township and bounded on the North by the public highway ten rods, on the East by lands of Charles Winthrop seven rods, on the South ten rods, and west nine rods by lands of said Swift, and the appurtenances, and all the Estate, title and interest of the said party of the first part therein, and the said party of the first part do hereby Covenant and agree with the said party of the second part, that at the time of the delivery hereof, the said party of the first part were the lawful owners of the premises above granted, and seized thereof, in fee simple absolute, and that he will warrant and defend the above granted premises in the quiet and peaceable possession of the said party of the second part and its successors and assigns forever. In Witness Whereof, The said party of the first part have hereunto set his hand and seal the day and year first above written.

Geo B. Swift

Sealed and delivered in presence of

Miron Sexton, William M. Enrie

The State of Ohio, Before me, Miron Sexton a Justice of the Peace in and for said County, Erie County of the said State, personally appeared the above named George B. Swift, and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed, this 15th day of December 1854.

Miron Sexton J. P.

Received the 10th and Recorded the 11th of January 1855. J. W. Cooke, Recorder.

Benjamin S. Cunningham vs John W. Sisty.

Know all men, That I Benjamin S. Cunningham of the County of Erie and State of Ohio, in consideration of the sum of Five Hundred and Seventy five Dollars in hand paid by John W. Sisty of the same place have bargained and sold, and do hereby grant, bargain sell and convey unto the said John W. Sisty his heirs and assigns forever, the following premises, situate in the County of Erie in the State of Ohio, and in Milan Township and described as follows: The Center half of the Lot No 17, situated in the Town Plat of Milan. To have and to hold said premises, with the appurtenances unto the said Sisty his heirs and assigns forever. And the said Benjamin S. Cunningham for himself and heirs do hereby Covenant with said Sisty his heirs and assigns, that he or lawfully

MORTGAGE DEED AND ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that **RESORT PROPERTIES MANAGEMENT, LTD.**, an Ohio limited liability company, whose tax mailing address is 600 Mariner Village, Huron, Ohio 44839 (hereinafter jointly "Mortgagor"), for good and valuable consideration paid by **FIFTH THIRD BANK**, located at 21 East State Street, Columbus, Ohio 43215 (hereinafter "Mortgagee"), to **SAWMILL CREEK RESORT, LTD.**, an Ohio limited liability company, located at 400 Sawmill Creek, Huron, Ohio 44839 and **SAWMILL CREEK LODGE COMPANY, LTD.**, an Ohio limited partnership, located at 600 Mariner Village, Huron Ohio 44839 (jointly the "Borrowers") the receipt and sufficiency of which is hereby acknowledged, does hereby MORTGAGE, GRANT, BARGAIN, SELL and CONVEY to Mortgagee the following described real estate:

See Exhibit "A" attached hereto

Auditor's Parcel Nos.	Property Address:
39-00419.000	Cleveland, Huron, Ohio 44870
39-00420.000	2406 Cleveland, Huron, Ohio 44870

Together with all privileges, easements, appurtenances, and other rights now or hereafter belonging or appertaining thereto, all buildings and other improvements now or hereafter located thereon, all fixtures, appliances, machinery, furniture, furnishings and equipment owned by Mortgagor and now or hereafter attached thereto or used in connection therewith, and all rents and profits therefrom, all of which are hereinafter called the "Premises."

TO HAVE AND TO HOLD the Premises to Mortgagee, Mortgagee's personal representatives, heirs, successors and assigns, forever, subject to the conditions hereinafter set forth.

This Mortgage is given to secure the obligation of Borrowers to pay and perform their obligations under one or more promissory notes and any modifications or extensions thereto and any related loan documents, inclusive of forbearance agreements, inclusive of that certain Amendment, Modification and Extension Agreement effective July 30, 2013, in the maximum principal amount of \$9,475,371.21 (hereinafter collectively referred to as the "Notes").

Writing Title E-353824R

The maximum outstanding principal balance of the obligation of Borrowers to Mortgagee that shall be secured by this mortgage is \$9,475,371.21 (hereinafter referred to as the "Obligations"). If not sooner paid, the entire balance of the Borrowers' obligations shall be due and payable on or before October 15, 2014 (subject to any modifications, extensions, renewals or other changes to the Notes or related forbearance agreements).

Mortgagor hereby covenants and agrees with Mortgagee as follows:

§ 1. STATE OF TITLE; WARRANTY. Mortgagor is lawfully seized of the Premises and the Premises are free and clear of all encumbrances whatsoever except: (a) such first mortgage as has been disclosed and has heretofore been filed of record (b) the lien of real property taxes and assessments not yet due and payable; (c) legal highways; (d) zoning ordinances; (e) restrictions, conditions, covenants and utility easements of record; and (f) Mortgagor will forever warrant and defend the Premises except as provided in this § 1.

§ 2. REAL PROPERTY TAXES; ASSESSMENTS; LIENS AND CHARGES. Mortgagor, when the same shall become due and payable, shall pay all real property taxes and installments of assessments which are a lien on the Premises and, upon Mortgagee's request, shall promptly provide Mortgagee with proof of payment for the same. Mortgagor shall also pay, when the same shall become due and payable, any other governmental (Federal, State or local) levy or charge which is or may become a lien against the Premises superior to this Mortgage and shall promptly discharge or bond-off any lien which has or may have priority over this Mortgage.

§ 3. INSURANCE. At Mortgagor's expense, Mortgagor shall obtain and maintain in full force and effect at all times during the continuance of this Mortgage fire and extended coverage insurance in an amount sufficient to prevent Mortgagor from being a co-insurer under said policy of insurance, but in no event less than the then fair market value of the Premises, less foundation and excavation costs. All such insurance policies or renewals thereof shall include a standard mortgage clause in favor of and in form reasonably acceptable to Mortgagee. Mortgagor shall promptly furnish Mortgagee with certificates of insurance and all receipts of paid premiums upon Mortgagor's request. The policies of insurance shall provide for written notice to Mortgagee at least 30 days prior to any cancellation, modification or lapse thereof. In the event of loss, Mortgagor shall give prompt written notice to Mortgagee and Mortgagee may make proof of loss if not promptly made by Mortgagor.

§ 4. MAINTENANCE OF PREMISES. Mortgagor shall keep the Premises in good repair and shall not commit waste or permit deterioration to the Premises, reasonable wear and tear excepted, and shall comply with all governmental (Federal, State and local) regulations concerning the Premises. If this Mortgage is on a unit in a condominium, Mortgagor shall perform all of Mortgagor's obligations under the constituent condominium documents.

Without Mortgagee's prior consent, Mortgagor shall not grant any easements unreasonably interfering with the present uses of the Premises, apply for any change in the current zoning designation for the Premises, change the use of the Premises other than what is being utilized for as of the date hereof, create or change or modify any existing restrictions, conditions or covenants affecting the Premises, subdivide the Premises, or construct or make any structural or substantial improvements, alterations or modifications to the Premises that would materially decrease the value of the Premises.

§ 5. PROTECTION OF MORTGAGEE'S SECURITY. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which Mortgagee in Mortgagee's reasonable judgment believes is detrimental to or impairs Mortgagee's security in the Premises, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option and upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is reasonably necessary to protect Mortgagee's interest, including but not limited to, disbursement or reasonable attorney's fees and entry upon the Premises to make repairs.

Any amounts disbursed by Mortgagee pursuant to this § 5 or for advances made for the payment of real property taxes, assessments, or insurance premiums, with interest thereon as hereinafter provided, shall become additional amounts owed by Mortgagor which are secured by this Mortgage. Such amounts shall be payable upon notice to Mortgagor from Mortgagee requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on the unpaid Obligations. Nothing contained herein shall require Mortgagee to incur any expense or take any action hereunder, and Mortgagor hereby waives any and all claims or right against Mortgagee to any payment on, or offset against, the indebtedness secured hereby by reason of any such payment by Mortgagee.

Mortgagee, or Mortgagee's agents, shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, provided Mortgagee shall give Mortgagor adequate and reasonable notice under the circumstances prior to any such entry. The notice provided for herein need not conform to the provisions of § 13 below.

§ 6. EMINENT DOMAIN. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation proceedings or other taking of the Premises or a part thereof, or for conveyances in lieu of condemnation, are hereby assigned to Mortgagee and shall be paid to Mortgagee, subject to the rights of the holders of superior mortgage holders, if any. When there is a total taking of the Premises, the proceeds shall be applied to the Obligations secured by this Mortgage, and the balance, if any, shall be paid to Mortgagor or the holders of any subordinate mortgages, as its interests may appear. When there is a partial taking of the Premises, unless Mortgagee and Mortgagor otherwise agree in

writing, the proceeds paid for such taking shall be applied to the Obligations secured by this Mortgage in the proportion which the unpaid Obligations secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Premises immediately prior to the date of taking, and the balance of such proceeds shall be paid to Mortgagor.

If (a) the Premises are abandoned, or (b) after notice by Mortgagee to Mortgagor that the condemning authority offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date of such notice is mailed, Mortgagee is hereby authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Premises or to the Obligations secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to the sums secured by this Mortgage shall not extend or postpone the due date of the payment of the Obligations or change the amount of any installments due under the Obligations.

§ 7. TRANSFER OF THE PREMISES. If all or any part of the Premises or any interest therein is sold, transferred or encumbered by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable; provided, however, that the following transfers or conveyances shall not accelerate the indebtedness secured hereby: (a) the creation of a purchase money security interest for personal property; and (b) a transfer by devise or descent, or a transfer by operation of law upon the death of a co-owner.

§ 8. SECURITY AGREEMENT; ASSIGNMENT OF RENTS. This Mortgage shall act as and constitute a Security Agreement under the Uniform Commercial Code. Upon Mortgagee's request, Mortgagor shall execute and deliver to Mortgagee financing statements and other documents required to perfect a security interest in Mortgagor's personal property located at the Premises. The cost of recording such documents shall be paid by Mortgagor.

As part of the security granted by the Mortgage, Mortgagor hereby assigns to Mortgagee the rents of the Premises, provided that Mortgagor shall, prior to any acceleration of the amounts secured by this Mortgage, have a license to collect such rents. All rents collected by Mortgagee or Mortgagee's agent shall be applied first to the payment of costs of operation and management of the Premises and collection of rents, including but not limited to, receiver's bonds and fees, reasonable attorney's fees, and then to the sums secured by this Mortgage.

§ 9. DEFAULT; REMEDIES. The entire Obligations, together with all unpaid and accrued interest and all other charges and amounts payable to Mortgagee under the Obligations or this Mortgage, shall, at Mortgagee's option, become immediately due and payable: (a) if the Mortgagor does not promptly and fully pay when due the amounts owed Mortgagee under the Obligations in accordance with the terms and tenor of the Obligations, subject to any notice and

cure periods; (b) if the Premises or any part thereof or any interest thereon are sold, encumbered or transferred except as permitted under the provisions of § 7 of this Mortgage; (c) if Mortgagor fails to observe or perform any other provision, covenant or condition required of Mortgagor under the Obligations or this Mortgage within thirty (30) days after Mortgagee gives notice to Mortgagor of Mortgagor's failure to observe or perform such provision, covenant or condition; (d) if the Premises are abandoned; (e) if an order for relief under any bankruptcy laws of the United States is issued naming Mortgagor as debtor or if Mortgagor makes an assignment for the benefit of creditors or enters into a composition agreement with Mortgagor's creditors, except that in the event of an involuntary bankruptcy filing, Mortgagor shall have thirty (30) days to obtain a dismissal thereof; (f) if the interest of Mortgagor in the Premises is attached, levied upon, or seized by legal process; (g) if a trustee, receiver or liquidator is appointed on behalf of Mortgagor and the receivership is not discharged within thirty (30) days; or (h) Mortgagor shall be in default of its obligations under any other mortgages levied against the Premises, subject to applicable notice and cure periods. Upon acceleration of the amounts secured by this Mortgage as provided for in this § 9, Mortgagee shall have the right to foreclose this Mortgage lien, have a receiver appointed, take possession of and manage the Premises, collect the rents derived from the Premises, and take any and all other action available to Mortgagee under law.

§ 10. APPLICATION OF PAYMENTS. All payments received by Mortgagee under the Obligations or this Mortgage, unless otherwise stated in this Mortgage, shall be applied by Mortgagee first to the payment of any amounts advanced or paid by Mortgagee for the protection of the security granted by this Mortgage, then to expenses incurred by Mortgagee by reason of Mortgagor's default under this Mortgage, then to interest payable on the Obligations, and then to the principal of the Obligations.

§ 11. FORBEARANCE; REMEDIES CUMULATIVE. If Mortgagee (a) grants any extension of time or forbearance with respect to the payment of any sums secured by this Mortgage, (b) takes other or additional security for the payment thereof, (c) waives or fails to exercise any right granted in this Mortgage or in the Obligations, (d) grants any release with or without consideration of the whole or part of the security granted by this Mortgage, or (e) amends or modifies in any respect any of the terms and provisions of this Mortgage or the Obligations, any such act or omission shall not release Mortgagor of any obligations under this Mortgage or under the Obligations, nor preclude Mortgagee from exercising any right granted in this Mortgage or under law for a default by Mortgagor or for any subsequent default.

Mortgagee's procurement and payment of fire and casualty insurance and Mortgagee's payment of real property taxes and assessments and other governmental charges and liens after Mortgagor has failed to pay the same shall not be a waiver of Mortgagor's default or Mortgagee's right to accelerate the indebtedness secured hereby.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or which are afforded under law and may be exercised concurrently, independently or successively.

§ 12. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CAPTIONS; GOVERNING LAW; SEVERABILITY. Subject to the provisions of § 7, above, the covenants and agreements of this Mortgage shall bind, and the rights hereunder shall inure to, the respective successors and assigns, personal representatives and heirs of Mortgagee and Mortgagor. The captions and section headings of this Mortgage are for convenience only and shall not be used to interpret or define the provisions of this Mortgage. This Mortgage shall be governed by the laws of the State in which the property is located, and, if any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision. The provisions of this Mortgage are severable.

§ 13. NOTICES. Except as otherwise set forth in this Mortgage or as may otherwise be required by applicable law, any notice to be given under this Mortgage shall be in writing and mailed with postage prepaid to Mortgagee and Mortgagor at the addresses set forth herein or to such other addresses as Mortgagee or Mortgagor may designate by notice given to the other party as provided for in this § 13.

If to Mortgagor:

Resort Properties Management, Ltd.
600 Mariner Village
Huron, OH 44839

With a copy to:

Calfee, Halter & Griswold LLP
ATTN: Thomas A. Cicarella, Esq.
1405 East Sixth Street
Cleveland, OH 44114

If to Bank:

Fifth Third Bank
ATTN: Tim Pace
600 Superior Ave. (MD A6512A)
Cleveland, OH 44114

With a copy to:

Kemp, Schaeffer & Rowe Co., LPA
ATTN: Richard G. Murray, II, Esq.
88 West Mound Street
Columbus, OH 43215

§ 14. HAZARDOUS WASTES. Mortgagor covenants and agrees that it will not place or permit to be placed on the Premises any materials which are radioactive or toxic, or which, under federal, state or local law, statute, ordinance or regulation, or court or administrative order or decree (collectively, the "Environmental Regulations") require special handling in collection, storage, treatment or disposal ("Hazardous Materials"). Mortgagor covenants and agrees that it will maintain the Premises in compliance with all Environmental Regulations.

§ 15. RELEASES. Upon payment of all sums secured by this Mortgage and the observance and performance of each of the covenants and agreements of this Mortgage to be observed and performed by Mortgagor, Mortgagee shall provide to Mortgagor a release of this Mortgage in recordable form.

§ 16. PAYMENT OF OBLIGATIONS. Borrowers shall pay and perform when due the Obligations evidenced by the Notes in accordance with the terms thereof.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this Mortgage on this 19TH day of FEBRUARY, 2014.

Resort Properties Management, Ltd.,

By: _____

Gregory L. Hill
Gregory L. Hill, Sole Member and
Operating Manager

STATE OF OHIO
COUNTY OF CLIF, ss:

BE IT REMEMBERED, That executed before me on this 19TH day of FEBRUARY, 2014, the subscriber, a notary public in and for said County, personally came the above-named Resort Properties Management, Ltd., by Gregory L. Hill, Sole Member and Operating Manager, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed, for uses and purposes mentioned therein, represented to me to be said person.

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

Sandra Billetter-Zuber
Notary Public

SANDRA BILLETTER-ZUBER

NOTARY PUBLIC, STATE OF OHIO
My Commission Expires December 2, 2018

This instrument was prepared by:

Richard G. Murray, II, Esq.,
Kemp, Schaeffer & Rowe Co., LPA
88 West Mound Street
Columbus, Ohio 43215
(614) 224-2678



Exhibit 'A'

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

PARCEL 1: Being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 deg. 35 min. west along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes west, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17' 50" east a distance of 166.25 feet to an iron pin in the west line of the Boss Road; thence North no deg. 30' west along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways.

EXCEPTING FROM PARCEL 1 THAT PART CONVEYED AS ERIE COUNTY RECORDING NUMBER 200312480 DESCRIBED AS FOLLOWS: Being a parcel of land located in part of Original Lot 30, Section 2, Huron Township, Erie County, Ohio and being more particularly described as follows: Beginning at a PK nail found on the centerline of the Cleveland-Sandusky Road (as originally established 40 feet in width) where the same intersects the westerly right of way line of Boss Road, said point being the northeasterly corner of lands now or formerly owned by R.B. McConnell as recorded in RN200201739 of the Erie County Deed Records; thence South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 78.32 to a 5/8" iron pin set at the principal place of beginning for this description;
 1. Thence continuing South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 59.81 feet to a 5/8" iron pin previously set at the southeasterly corner of said McConnell's land;
 2. Thence South 87 deg. 54'40" west along the southerly line of said McConnell's land passing through a 5/8" iron pin set 97.68 feet from the last described point, a distance of 166.25 feet to a 1/2 drill hole previously set at the southwesterly corner of said McConnell's land;
 3. Thence North 68 deg. 01'43" east a distance of 107.82 feet to a 5/8" iron pin set;
 4. Thence North 67 deg. 55'43" east a distance of 67.68 feet to the principal place of beginning and containing 0.1140 acres of land (4964.23 square feet) but subject to all legal highways.

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

PARCEL 2: Being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the west line of Lot 30 at a point where the same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantee herein; said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the grantee's herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line 16-1/2 feet to a point; thence northwesterly parallel with and 16-1/2 feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the grantees herein; thence northerly along the last mentioned line, 16-1/2 feet to the place of beginning.

Return To: Loan Operations, First Federal Bank of Ohio, 140 N Columbus Street,
Galion, OH 44833

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is September 29, 2016. The parties and their addresses are:

MORTGAGOR:

RESORT PROPERTIES MANAGEMENT, LTD.

An Ohio Limited Partnership
609 MARINER VILLAGE
HURON, OH 44839

Fidelity
16-690

LENDER:

FIRST FEDERAL BANK OF OHIO

Organized and existing under the laws of the United States of America
140 N Columbus Street
Galion, OH 44833

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

A. Loan. "The 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:

SEE EXHIBIT A ATTACHED

Parcel ID Number: 39-00420.000

The property is located in Erie County at 2406 CLEVELAND ROAD, HURON, Ohio 44839.

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, 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).

Resort Properties Management LTD.

Ohio Mortgage

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Page 1

This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$81,448.72. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

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

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 0803002543, dated September 29, 2016, from Resort Properties Management LTD. (Borrower) to Lender, with a loan amount of \$81,482.75 and maturing on October 1, 2036.

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

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan is void and ineffective as to the Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The 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.

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

7. NON-OBLIGATED MORTGAGOR. Any Mortgagor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is referred to herein as a Non-Obligated Mortgagor for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Security Instrument, the Non-Obligated Mortgagor does mortgage and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Mortgagor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Mortgagor's obligations, if any, that were separately made with Lender in a separate

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Page 2

agreement and duly signed by the Non-Obligated Mortgagor in the context of that separate agreement.

8. 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.

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

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

10. 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.

11. 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.

12. 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 entity.
- 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.

13. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following 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 operates.

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Page 3

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.

14. 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 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.

15. 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.

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Page 4

16. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender. Unless otherwise prohibited or prescribed by state law, Mortgagor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Mortgagor agrees that actual possession of the Property is deemed to occur when Lender notifies Mortgagor of Mortgagor's default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Mortgagor the notice of default, Mortgagor agrees that either Lender or Mortgagor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender

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Page 5

acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

17. 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.

18. 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 Resort Properties Management LTD.

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Page 6

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.

19. 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, value, 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.

20. 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.

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Page 7

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.

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.

21. 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.

22. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

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

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

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

Resort Properties Management LTD.

Ohio **Mortgage**

OH/4XKKINCER0000000009625021N

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Page 9

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

30. 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

Resort Properties Management LTD.

Ohio Mortgage

OH/4XKKINCER0000000009625021N

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Page 10

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 TAKEN AGAINST YOU WITHOUT YOUR PRIOR 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, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

MORTGAGOR:

RESORT PROPERTIES MANAGEMENT, LTD.

By *Gregory L. Hill*
Gregory L. Hill, Partner

Date 09-29-16

ACKNOWLEDGMENT.

STATE OF OHIO
County of Erie



Kimberly K. Kincer
Notary Public
State of Ohio
My Commission Expires
7-7-2017

This instrument was acknowledged before me this 29th day of September, 2016 by Gregory L. Hill

Resort Properties Management LTD.
Ohio Mortgage

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Page 11

This instrument was prepared by Loan Operations, First Federal Bank of Ohio, 140 N Columbus Street, Galion, OH 44833

Resort Properties Management LTD.

Ohio **Mortgage**

OH/4XKKINCER0000000009625021N

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Page 12

EXHIBIT "A"

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

PARCEL 1: Being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 deg. 35 min. west along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes west, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17' 50' east a distance of 166.25 feet to an iron pin in the west line of the Boss Road; thence North no deg. 30' west along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways.

EXCEPTING FROM PARCEL 1 THAT PART CONVEYED AS ERIE COUNTY RECORDING NUMBER 200312480 DESCRIBED AS FOLLOWS:

Being a parcel of land located in part of Original Lot 30, Section 2, Huron Township, Erie County, Ohio and being more particularly described as follows: Beginning at a PK nail found on the centerline of the Cleveland-Sandusky Road (as originally established 40 feet in width) where the same intersects the westerly right of way line of Boss Road, said point being the northeasterly corner of lands now or formerly owned by R.B. McConnell as recorded in RN200201739 of the Erie County Deed Records; thence South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 78.32 to a 5/8" iron pin set at the principal place of beginning for this description;

1. Thence continuing South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 59.81 feet to a 5/8" iron pin previously set at the southeasterly corner of said McConnell's land;
2. Thence South 87 deg. 54'40" west along the southerly line of said McConnell's land passing through a 5/8" iron pin set 97.68 feet from the last described point, a distance of 166.25 feet to a 1/2 drill hole previously set at the southwesterly corner of said McConnell's land;
3. Thence North 68 deg. 01'43" east a distance of 107.82 feet to a 5/8" iron pin set;
4. Thence North 67 deg. 55'43" east a distance of 67.68 feet to the principal place of beginning and containing 0.1140 acres of land (4964.23 square feet) but subject to all legal highways.

PARCEL 2: Being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the west line of Lot 30 at a point where the

same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantee herein; said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the grantee's herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line 16-1/2 feet to a point; thence northwesterly parallel with and 16-1/2 feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the grantees herein; thence northerly along the last mentioned line, 16-1/2 feet to the place of beginning.

Property Address: 2406 W. Cleveland Road, Huron, OH 44839
Tax ID No.: 39-00420.000

Property Address: W. Cleveland Road, Huron, OH 44839
Tax ID No.: 39-00419.000

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is executed by **Fifth Third Bank**, an Ohio banking corporation with offices at 21 E. State Street, Columbus, Ohio 43215 ("Fifth Third"), in favor of **First Federal Bank of Ohio**, an Ohio corporation, with offices at 901 Bucyrus Road, Galion, Ohio 44833 ("First Federal").

RECITALS:

A. Resort Properties Management, LTD., an Ohio limited liability company ("Resort"), is the owner of record title to certain real property situated in the State of Ohio, County of Erie, being identified as Erie County Auditor's Parcel Numbers 39-00419.000, 39-00420.000, being more fully described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

B. Fifth Third is the owner and holder of a certain Mortgage Deed and Assignment of Rents from Resort dated February 19, 2014 and filed for record on February 28, 2014 as Instrument Number 201401497, Recorder's Office, Erie County, Ohio, which Mortgage encumbers the Property (the "Fifth Third Mortgage").

C. First Federal has extended financing to Resort (the "Financing") which, among other things, has caused the payoff and release of that certain Mortgage in favor of National City Bank dated June 9, 2006 and recorded June 13, 2006 as Instrument Number 200607521, Recorder's Office, Erie County, Ohio. In conjunction with the Financing, First Federal obtained and is the holder of a certain _____ (describe mortgage) dated 9-29-16 and recorded on 9-30-16 in Instrument Number *, Recorder's Office, Erie County, Ohio, which encumbers the Property (the "First Federal Mortgage"). * 201608491

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fifth Third, intending to be legally bound, agrees as follows:

Fifth Third does hereby waive the priority of the Fifth Third Mortgage in favor of the First Federal Mortgage, insofar, and only insofar, as the Fifth Third Mortgage encumbers the Property, so that the lien of the Fifth Third Mortgage with respect to the

Property shall be subordinate to the lien of the First Federal Mortgage with respect to the Property, but without in any other manner releasing or relinquishing the lien of the Fifth Third Mortgage on the Property.

IN WITNESS WHEREOF, Fifth Third Bank has executed this Subordination of Mortgage this 22ND day of SEPTEMBER, 2016.



TARA PASENOW
Notary Public, State of Ohio
My Commission Expires
March 21, 2017

FIFTH THIRD BANK,
an Ohio banking corporation

By: [Signature]
Print Name: JIM FACE
Title: V.P.

STATE OF OHIO,
COUNTY OF Cuyahoga, ss:

The foregoing instrument was acknowledged before me this 22ND day of SEPTEMBER, 2016, by JIM FACE, of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation.

[Signature]
Notary Public

This Instrument Prepared by:

Richard G. Murray, Esq.
Kemp, Schaeffer & Rowe Co., L.P.A.
88 West Mound Street
Columbus, OH 43215
(614) 224-2678

EXHIBIT "A"

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

PARCEL 1: Being that part of Lot Number Thirty (30) Section 2 and being further described as follows: Beginning at the intersection of the centerline of the Cleveland-Sandusky Road so-called (as originally established 40 feet in width) and the west line of the Boss Road (so-called); running thence North 72 deg. 35 min. west along said centerline of the Cleveland-Sandusky Road, a distance of 136.92 feet; thence South 11 deg. no minutes west, a distance of 180.36 feet to an iron pin; thence South 89 deg. 17' 50" east a distance of 166.25 feet to an iron pin in the west line of the Boss Road; thence North no deg. 30' west along the west line of the Boss Road, a distance of 138.13 feet to the place of beginning, containing 0.5498 acres, more or less, but subject to legal highways.

EXCEPTING FROM PARCEL 1 THAT PART CONVEYED AS ERIE COUNTY RECORDING NUMBER 200312480 DESCRIBED AS FOLLOWS:

Being a parcel of land located in part of Original Lot 30, Section 2, Huron Township, Erie County, Ohio and being more particularly described as follows: Beginning at a PK nail found on the centerline of the Cleveland-Sandusky Road (as originally established 40 feet in width) where the same intersects the westerly right of way line of Boss Road, said point being the northeasterly corner of lands now or formerly owned by R.B. McConnell as recorded in RN200201739 of the Erie County Deed Records; thence South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 78.32 to a 5/8" iron pin set at the principal place of beginning for this description;

1. Thence continuing South 03 deg. 17'23" east along the easterly line of said McConnell's land, a distance of 59.81 feet to a 5/8" iron pin previously set at the southeasterly corner of said McConnell's land;
2. Thence South 87 deg. 54'40" west along the southerly line of said McConnell's land passing through a 5/8" iron pin set 97.68 feet from the last described point, a distance of 166.25 feet to a 1/2 drill hole previously set at the southwesterly corner of said McConnell's land;
3. Thence North 68 deg. 01'43" east a distance of 107.82 feet to a 5/8" iron pin set;
4. Thence North 67 deg. 55'43" east a distance of 67.68 feet to the principal place of beginning and containing 0.1140 acres of land (4964.23 square feet) but subject to all legal highways.

PARCEL 2: Being a part of Lot Number Thirty (30), Section 2 and being further described as follows: Beginning on the west line of Lot 30 at a point where the

same intersects the southerly line of the Cleveland-Sandusky Road, so-called; thence southeasterly along the southerly line of said road for a distance of approximately 530.77 feet to a point on the westerly property line of the Grantee herein; said point also being in the easterly property line of Melvin C. and Dorothy Reinhart and the true place of beginning; thence continuing southeasterly along the southerly line of said road, 136.92 feet to a point on the easterly property line of the grantee's herein, said point also being in the westerly line of Boss Road, so-called; thence southerly along the last mentioned line 16-1/2 feet to a point; thence northwesterly parallel with and 16-1/2 feet from the southerly line of said road, 136.92 feet to a point on the westerly property line of the grantees herein; thence northerly along the last mentioned line, 16-1/2 feet to the place of beginning.

Property Address: 2406 W. Cleveland Road, Huron, OH 44839
Tax ID No.: 39-00420.000

Property Address: W. Cleveland Road, Huron, OH 44839
Tax ID No.: 39-00419.000

0312997

EXHIBIT "A"

EASEMENT from

Bay-Con Corporation to
Board of County Commissioners
Page 1.

VOL 481 PAGE 602

DEED OF EASEMENT

This DEED OF EASEMENT, made and entered into this 26th
day of November, 19 79, by and between Bay-Con Corporation of
Sandusky, Ohio, a corporation

(hereinafter called "Grantor") and
the BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO (hereinafter
called "Grantee"),

WITNESSETH:

WHEREAS, the Grantor is the owner of the hereinafter-
described tract or parcel of land located in Huron Township,
Erie County, Ohio; and

WHEREAS, the Grantee desires to acquire the hereinafter-
described right and easement in and upon said land of the Grantor;

NOW THEREFORE, for One Dollar (\$1.00) and other valuable
consideration, the receipt and sufficiency of which hereby are
acknowledged by the Grantor, and further in consideration of the
covenants and agreements of the parties hereinafter set forth, the
Grantor hereby does grant and convey to the Grantee, its successors
and assigns, the right and easement to construct, install, maintain,
operate, repair, remove and replace Sanitary Sewer and
appurtenances in and upon the following-described property (herein-
after sometimes referred to as the "easement area"), to-wit:

Situated in parts of lots 24 and 25 in section 3, and part of lot 30 in section 2,
all in Huron Township, Erie County, Ohio, and being within the Grantors 35.2437
acre parcel of land as recorded in Deed Volume 389, page 788, Erie County, Ohio
records and further described as follows:

Being a strip of land twenty (20) feet in width having ten (10) feet on either
side of the following described line:

Beginning at a point on the centerline of the westbound track of the Consolidated
Railroad, said point being North 58°-23' West a distance of 1,960 feet from the
centerline of Rye Beach Road, thence North 24°-37' East to a point on the Grantors
easterly property line and there terminate.

Excepting from the foregoing description that part of same lying within the estab-
lished right of way limits of the Consolidated Railroad.

Bay-Con Corporation to

Board of County Commissioners

Page 2.

Together with the right and easement to move onto said land and there to use and operate such machinery and equipment as may be required for the constructing, installing, maintaining, operating, repairing, removing and replacing of said Sanitary Sewer and appurtenances.

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

Provided, however, that such Sanitary Sewer shall be buried at least three (3) feet below the surface of the ground; and that all physical damage to improvements or other property of the Grantor caused by the constructing, installing, maintaining, operating, repairing, removing or replacing of said Sanitary Sewer and appurtenances shall be repaired at the expense of the Grantee.

It is covenanted and agreed by and between the parties that the Grantor shall have the right fully to use and enjoy the easement area as long as such use and enjoyment is not inconsistent with, and does not interfere with, the use and enjoyment by the Grantee of the right and easement herein granted; provided, however, that the Grantor shall not cause, permit or suffer any building, structure or facility (surface or sub-surface) other than lawns, gardens, walkways, driveways, roadways and parking areas to be placed, erected or constructed within the limits of the easement area. If and when special conditions warrant, the Grantee may waive or modify this restriction to permit the placing, erecting or constructing of buildings, structures or facilities (surface or sub-surface) within the limits of the easement area; provided, however, that prior to the placing, erecting or constructing of any such building, structure

60

EASEMENT from

Bay-Con Corporation to

Board of County Commissioners

Page 3.

or facility within the limits of the easement area, a detailed plan thereof must be submitted by the Grantor to the Grantee and must be approved by the Grantee in writing.

Notwithstanding the provisions of the immediately preceding paragraph, the Grantor may authorize any public utility (privately or publicly owned and operated) to utilize part of the sub-surface of said easement area for underground utility structures or facilities; provided, however, as follows:

- (a) That any underground structure or facility placed so as to cross the Grantee's facilities within said easement area shall be so placed as to provide a clearance of at least one (1) foot between the Grantee's facilities and such structure or facility of said public utility; and
- (b) That any underground structure or facility placed parallel to, or alongside, the Grantee's facilities within said easement area shall be so placed as to provide a minimum clearance of three (3) feet between the Grantee's facilities and such structure or facility of said public utility.

All covenants herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

EASEMENT from

Bay-Con Corporation to
Board of County Commissioners
Page 4.

IN WITNESS WHEREOF, the parties have executed this instrument
in duplicate the day and year first above written.

Signed and Acknowledged
in the presence of: *

BAY-CON CORPORATION

BAY-CON CORPORATION
* Brenda J. Safirstein Secretary
* John R. [unclear]
* witness Adwess J. Chamberlain
witness

by Marshall G. Browne
President

GRANTOR

BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO

[Signature] County Commissioner
[Signature] County Commissioner
J. Philip Haster County Commissioner

GRANTEE

STATE OF Ohio)
COUNTY OF Erie) ss:

Before the undersigned, a Notary Public in and for said
County and State, personally appeared MARSHALL G. BROWNE,
President, and BRENDA J. SAFIRSTEIN, Secretary, of
Bay-Con Corporation, the corporation which executed
the foregoing instrument, who acknowledged that they signed said
instrument as such President and Secretary in behalf of said corpor-
ation and by authority of its board of directors; and that said
instrument is their free act and deed individually and as such

EASEMENT from

(VOL 481 PAGE 606

Bay-Con Corporation to
Board of County Commissioners
Page 5.

President and Secretary and the free act and deed of said
Bay-Con Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at Sandusky Ohio, this 23rd day of
October, 1979.

Jacquelyn M. Smith
Notary Public

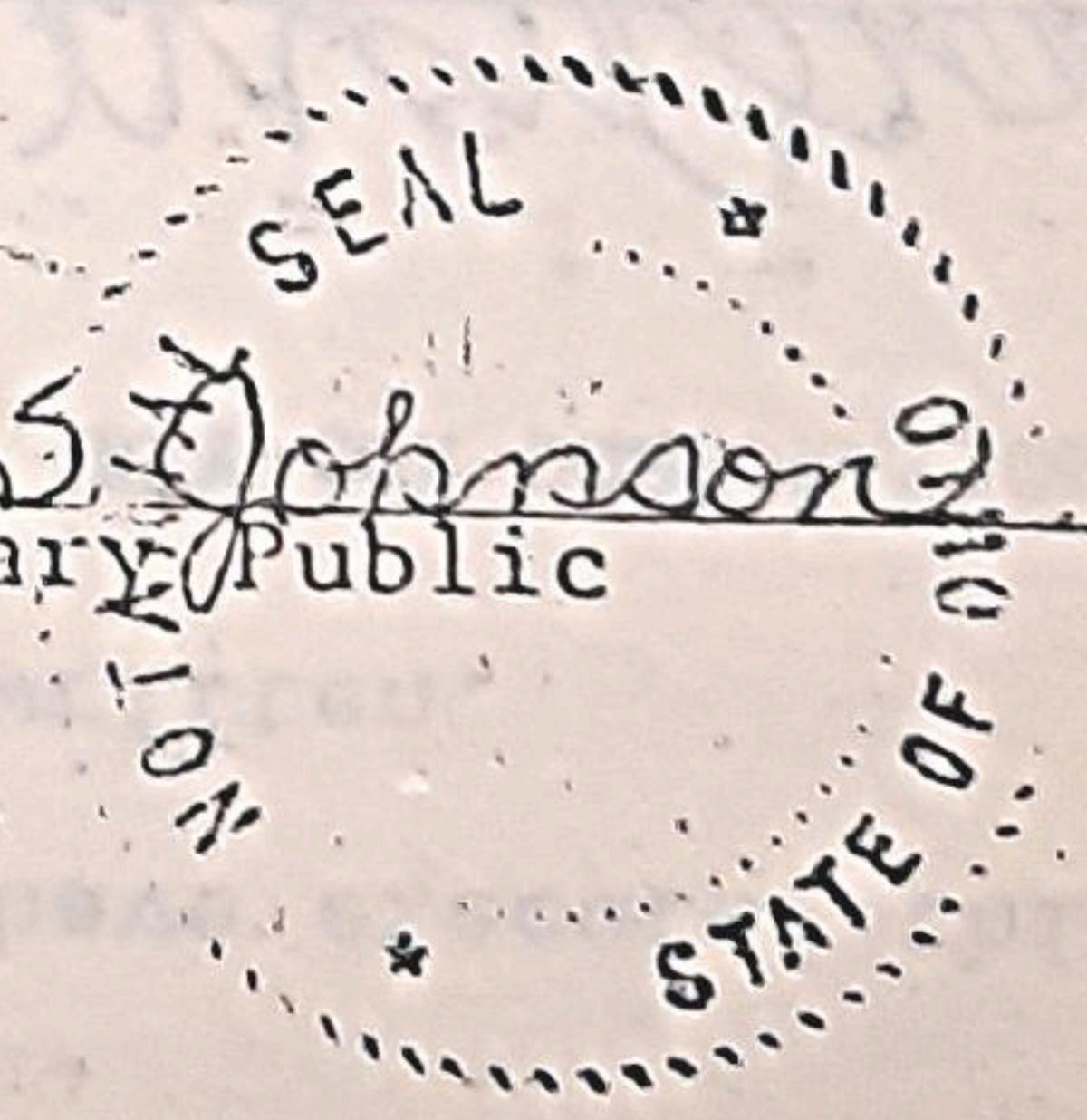


STATE OF OHIO
COUNTY OF ERIE } ss:

Before the undersigned, a Notary Public in and for
said County and State, personally appeared the above named
James C. Dae, Alvin J. Vaith,
and J. Philip Gasteler, the members of the Board of
County Commissioners of Erie County, Ohio, who acknowledged that
they did sign the foregoing instrument and that the same is their
free act and deed as such County Commissioners and for the uses and
purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at Sandusky, Ohio, this 26th day of November,
1979.

Wickie S. Johnson
Notary Public



The foregoing instrument
prepared by

William E. Didelius

APPROVED AS TO FORM AND LEGALITY

Fay A. Lichelt
Assistant Prosecuting Attorney

KNOW ALL MEN BY THESE PRESENTS, that Bay-Con Corporation,
a corporation, the Grantor, in consideration of One
Dollar (\$1.00) paid by the BOARD OF ERIE COUNTY COMMISSIONERS OF ERIE COUNTY,
OHIO, the Grantees, the receipt of which is hereby acknowledged, does hereby
grant to the said Grantees, their successors and assigns, the right and ease-
ment to enter in and upon and to perform the work necessary to construct and
install a sanitary sewer system, within the following described property to-
wit:

Situated in parts of lots 24 and 25 in Section 3, and part of lot 30 in Section
2, all in Huron Township, Erie County, Ohio, and being within the Grantors 35.
2437 acre parcel of land as recorded in Deed Volume 389, page 788, Erie County,
Ohio records and further described as follows:

Being a strip of land fifty (50) feet in width and lying easterly of the follow-
ing described line:

Beginning at a point on the centerline of the westbound track of the Consoli-
dated Railroad, said point being North 58° 23' West, a distance of 1,960 feet
from the centerline of Rye Beach Road, thence North 24° 37' East to a point on
the Grantors easterly property line and there terminate.

Excepting from the foregoing description that part of same lying within the
established right of way limits of the Consolidated Railroad.

The Grantees, their successors or assigns, hereby provided that all
damages to crops, fences or other property of the Grantor caused by the con-
struction and installation of such a sanitary sewer system shall be restored
or paid for by them.

TO HAVE AND TO HOLD said right and easement unto the said Grantees,
their successors and assigns commencing with the beginning of the work neces-
sary to perform the construction and installation of sanitary sewer system
and terminating one year from the date of final acceptance of the completed
work by the Erie County Sanitary Engineer.

All covenants herein contained shall run with the land and shall
inure to the benefit of, and be binding upon, the successors and assigns of the
parties hereto.

TEMPORARY WORKING

EASEMENT from

L VOL 481 PAGE 608

Bay-Con Corporation to

Board of County Commissioners

Page 2.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate the day and year first above written.

Signed and Acknowledged
in the presence of: *

BAY-CON CORPORATION

BAY-CON CONSTRUCTION
John R. O'Brien Secretary
* Edmund S. Chambers
witness

by Marshall G. Brune
President

GRANTOR

BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO

James A. O'Brien
County Commissioner
W. H. North
County Commissioner
J. Philip Hartness
County Commissioner

GRANTEE

STATE OF Ohio

COUNTY OF Erie

ss:

Before the undersigned, a Notary Public in and for said

County and State, personally appeared MARSHALL G. BRUNE,
President, and DRENA J. SAFERSTEIN, Secretary, of

Bay-Con Corporation, the corporation which executed
the foregoing instrument, who acknowledged that they signed said
instrument as such President and Secretary in behalf of said corpor-
ation and by authority of its board of directors; and that said
instrument is their free act and deed individually and as such

EASEMENT from

Bay-Con Corporation to

Board of County Commissioners

Page 3.

President and Secretary and the free act and deed of said

Bay-Con Corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at Sandusky Ohio, this 23rd day of
October, 1979.

Jacquelyn M. Smith
Notary Public

STATE OF OHIO

COUNTY OF ERIE

) ss:

Before the undersigned, a Notary Public in and for
said County and State, personally appeared the above named
James C Dee, Alvin J Vaith
and J Philip Gastner, the members of the Board of
County Commissioners of Erie County, Ohio, who acknowledged that
they did sign the foregoing instrument and that the same is their
free act and deed as such County Commissioners and for the uses and
purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal at Sandusky, Ohio, this 26th day of November,
1979.

Wickie S Johnson
Notary Public

The foregoing instrument
prepared by

William E. Didelius

APPROVED AS TO FORM AND LEGALITY

Ray A. Lick
Assistant Prosecuting Attorney

EXHIBIT "A"

EASEMENT from

VOL 481 PAGE 610

Bay-Con Corporation to
Board of County Commissioners
Page 1.

DEED OF EASEMENT

This DEED OF EASEMENT, made and entered into this 26th
day of November, 1979, by and between Bay-Con Corporation of
Sandusky, Ohio, a corporation

(hereinafter called "Grantor") and
the BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO (hereinafter
called "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of the hereinafter-
described tract or parcel of land located in Huron Township,
Erie County, Ohio; and

WHEREAS, the Grantee desires to acquire the hereinafter-
described right and easement in and upon said land of the Grantor;

NOW THEREFORE, for One Dollar (\$1.00) and other valuable
consideration, the receipt and sufficiency of which hereby are
acknowledged by the Grantor, and further in consideration of the
covenants and agreements of the parties hereinafter set forth, the
Grantor hereby does grant and convey to the Grantee, its successors
and assigns, the right and easement to construct, install, maintain,
operate, repair, remove and replace Sanitary Sewer and
appurtenances in and upon the following-described property (herein-
after sometimes referred to as the "easement area"), to-wit:

Situated in parts of lots 24 and 25 in section 3, and part of lot 30 in section 2,
all in Huron Township, Erie County, Ohio, and being within the Grantors 35.2437
acre parcel of land as recorded in Deed Volume 389, page 788, Erie County, Ohio
records and further described as follows:

Being a strip of land twenty (20) feet in width having ten (10) feet on either
side of the following described line:

Beginning at a point on the centerline of the westbound track of the Consolidated
Railroad, said point being North 58°-23' West a distance of 1,960 feet from the
centerline of Rye Beach Road, thence North 24°-37' East to a point on the Grantors
easterly property line and there terminate.

Excepting from the foregoing description that part of same lying within the estab-
lished right of way limits of the Consolidated Railroad.

547 33
LAWYERS HILL INC. CORP.
BOX 1200 SANDUSKY, OHIO 44870

0312997

FILED

EASEMENT

From

Name BAY-CON CORPORATION DTG 13 AM 11 25

Address 1630 Sycamore Line
City & State Sandusky, Ohio 44870

To The

BOARD OF COUNTY
COMMISSIONERS OF ERIE COUNTY, OHIO

TRANSFERRED

, 19

, Auditor

Received December 13th. , 19 79

At 11:25 o'clock A. M.

Recorded December 14th. , 19 79

In Erie County

Record of Deeds, Vol. 481 Page 602-611 inc;

John C. Scherer Recorder

Recorder's Fee, \$ *None*

51733

LAWRENCE TITLE INS. CO., INC.

BOX 1283 SANDUSKY, OHIO 44870

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
12/05/94

~~04300-0768~~

CHARTER NUMBER: 887142
ROLL AND FRAME: 4300-0768

CORPORATION:

RESORT PROPERTIES MANAGEMENT, LTD.

DOCUMENT NUMBER

CODE

FEE

94120223801
94120223801

LCA
MIS

85.00
10.00

051378

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

TOTAL : 95.00

1008

04300-0769



The State of Ohio

Bob Taft

Secretary of State

887142

Certificate

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

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

of:

RESORT PROPERTIES MANAGEMENT, LTD.

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

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

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

Columbus, Ohio, this 2ND day of DEC .

A.D. 19 94 .



Bob Taft
Bob Taft
Secretary of State



04300-0770

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

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

94120223801

ARTICLES OF ORGANIZATION

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

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

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

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

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

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

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

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

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

04300-0771

FOURTH: Purpose (optional)

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

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

Signed: X Gregory L. Hill
Gregory L. Hill

Signed: X Thomas C. Bleile
Thomas C. Bleile

Signed: _____

Signed: _____

Signed: _____

Signed: _____

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

INSTRUCTIONS

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

[Ohio Revised Code Section 1705.04]



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

04300-0772

ORIGINAL APPOINTMENT OF AGENT (for limited liability company)

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

upon whom any process, notice or demand required or permitted by statute to be served
 upon the limited liability company may be served. The complete address of the agent is:

626 Mariner Village

(street address)

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

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

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

(member)

(member)

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

ACCEPTANCE OF APPOINTMENT

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

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

X Gregory L. Hill
 Agent's Signature

INSTRUCTIONS

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

04300-0773

LAW OFFICES

TONE, MADDRELL, EASTMAN, GRUBBE, MCGORY & VERMEEREN

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

1401 CLEVELAND ROAD • SANDUSKY, OHIO 44870-4257

TELEPHONE: 419/626-0055

FAX: 419/626-0288

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

November 15, 1994

CERTIFIED MAIL

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

Attn: Corporation Section

Re: resort Properties Management, Ltd.

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

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

Cordially,

TONE, MADDRELL, EASTMAN,
GRUBBE, MCGORY & VERMEEREN

Mark A. Stuckey
Mark A. Stuckey

MAS/md

enc.

1994
15
2003



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

Receipt

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

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

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

887142

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

RESORT PROPERTIES MANAGEMENT, LTD.

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

Document(s)

AMEND/ARTICLES-ORGANIZATION/DOM. LLC

Document No(s):

200212600540

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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 3rd day of May, A.D.
2002.

J. Kenneth Blackwell
Ohio Secretary of State

MAY 13 2002 11:39AM

CALFEE HALTER & GRISWOLD LLP

NO. 9394 P. 2

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

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

www.state.oh.us/sos

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

Expedite this Form: (Select One)

Mail Form to one of the Following:

☒ Yes PO Box 1390
Columbus, OH 43216

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

☐ No PO Box 1028
Columbus, OH 43216

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

(CHECK ONLY ONE (1) BOX)

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

The undersigned authorized representative of

Resort Properties Management, Ltd.
(Name)

887142

(Registration Number)

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

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

☒ Amend ☐ Restate ☐ Correct

the following:

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

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

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

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

perpetual

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

(street address)

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

(city, township, or village)

(state)

(zip code)

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

2002 MAY -3 PM 12:09
CLERK SERVICE CENTER

RECEIVED
SECRETARY OF STATE

MAY. 3. 2002 11:39AM

CALFEE HALTER & GRISWOLD LLP

NO. 9394 -P. 3

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

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

(Name)

(Street)

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

(City, village or township)

Ohio

(State)

(Zip Code)

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

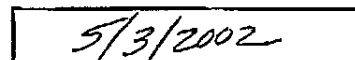
- A. the agent cannot be found or,
- B. the limited liability company fails to designate another agent when required to do so, or,
- C. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

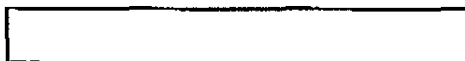
Must be authenticated (signed)
by an authorized representative
(See Instructions)



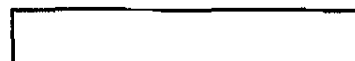
Authorized Representative
Thomas C. Bleile, Member



Date



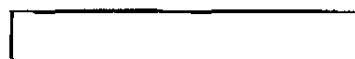
Authorized Representative



Date



Authorized Representative



Date

0299928

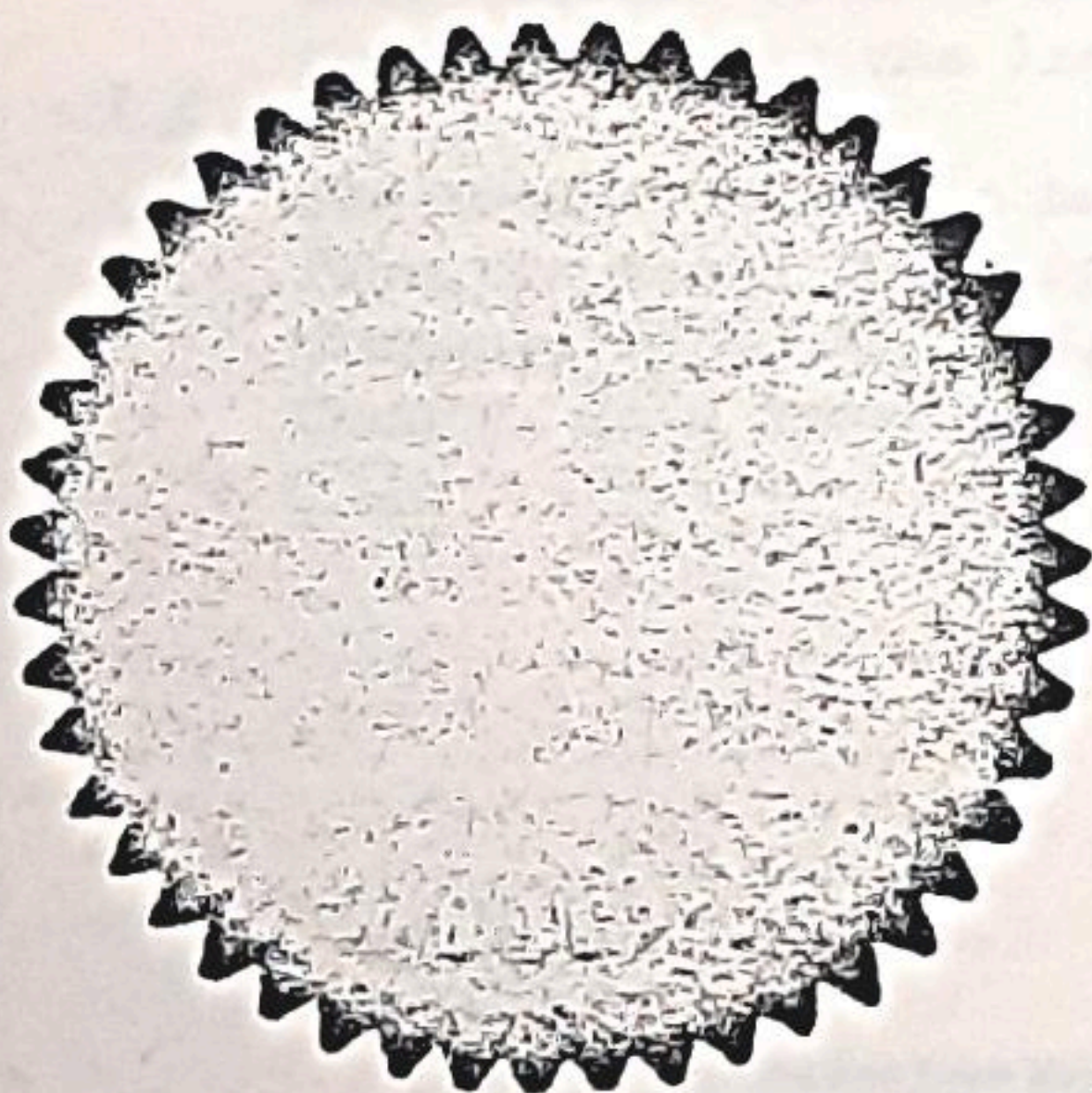
VOL 468 PAGE 793

UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE.

I, TED W. BROWN,

do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show a Certificate of AGREEMENT OF MERGER of BAY CONSTRUCTION, INC., an Ohio corporation(#263053) principal location of Sandusky, Erie County, incorporated on April 25, 1957 merging into: BAY-CON CORPORATION, an unqualified Delaware corporation, and thereby License to do business in Ohio of BAY-CON CORPORATION, a qualified Delaware corporation(#465805), filed in this office on April 22, 1975 and recorded on Roll E055, Frame 530 of the Records of Incorporation.

WITNESS my hand and official
seal at Columbus, Ohio, this
21st day of June,
A. D. 19 78.



Ted W. Brown

TED W. BROWN
Secretary of State

Bay Dck SF-23519

VOL 468 PAGE 793

RECORDED BY STATE
JED M. BROWN

NOTED BY
STATE OF OHIO
OFFICE OF COMPTROLLER OF PUBLIC ACCOUNTS

This conveyance has been examined and the Grantor has
complied with Section 319-202 of the Revised Code.

FEE \$

EXEMPT

GERALD SCHWEINFURTH, County Auditor

Trans. June 23-1978

Handwritten signature

Fee 3.15 H. P.

5.00 Paid

Received June 23rd, 1978 at 3:18 P.M.
Recorded June 26th, 1978 in Erie
County Deed Records, Vol. 468,
Pages 793-794.

John C. Scherer,
Recorder.

FILED

1978 JUN 23 PM 3 18

JOHN C. SCHERER
RECORDER
ERIE COUNTY, OHIO

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

MICROFILMED

L VOL 468 PAGE 794

Summary

Parcel Number 39-00420.000
Map Number 39166400019000
Location Address 2406 CLEVELAND
Legal Acres 0.4400
Legal Description 22-6-2 LOT 30 SCHOOL LOT & W OF SCHOOL LOT .4358A
 (Note: Not to be used on legal documents.)
Neighborhood 03900-RES-HURON TWP-HURON
Tax District 39-HURON TOWNSHIP - HURON CSD
School District HURON CSD
Homestead Reduction NO
Owner Occupancy Credit NO
Foreclosure NO
Land Use 510-SINGLE FAMILY DWELLING
 (Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)

[Download Land Use descriptions](#)

Notes

Map Number: 007
Personal Property District: 22-0120

Owners

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

Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Unit Rate	Appraised Value (100%)
HF-HOMESITE FRACTIONAL ACREAGE [F	0.435	0	0	0	152%	32000	\$21,160
Total	0.4350						\$21,160

Dwellings

Card	1	Heating	Central Heat
Number of Stories	1.5	Cooling	NONE
Style	01-SINGLE FAMILY	Basement	FULL
Year Built	1906	Attic	0
Year Remodeled	0	Finished Living Area	1872
Rooms	7	First Floor Area	1404
Bedrooms	3	Upper Floor Area	0
Full Bath	1	Half Floor Area	468
Half Bath	1	Finished Basement Area	0
Family Rooms	0	Total Basement Area	936
Dining Rooms	0	Fireplace Openings	0
Grade	D+	Fireplace Stack Count	0
Grade Adjustment	85,0000	Value	
Condition	F-FAIR		

Appraised Value

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

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$21,160	\$21,160	\$21,160	\$21,160	\$21,160
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$65,240	\$65,240	\$59,500	\$59,500	\$59,500
Total Value (Appraised 100%)	\$86,400	\$86,400	\$80,660	\$80,660	\$80,660

Taxable Value (35% of Appraised Value)

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

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$7,410	\$7,410	\$7,410	\$7,410	\$7,410
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$22,830	\$22,830	\$20,830	\$20,830	\$20,830
Total Value (Assessed 35%)	\$30,240	\$30,240	\$28,240	\$28,240	\$28,240

Tax History

Tax Year (click for detail)	Prior Charges	Full Year Total	Payments	Uncollectable	Half Year Due	Full Year Due
2022 Pay 2023	\$0.00	\$1,262.82	\$1,262.82		\$0.00	\$0.00
2021 Pay 2022	\$0.00	\$1,259.48	\$1,259.48		\$0.00	\$0.00
2020 Pay 2021	\$0.00	\$1,206.24	\$1,206.24		\$0.00	\$0.00

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

Payments

Payment Date	Amount Paid
6/23/2023	\$631.41
2/14/2023	\$631.41
2/16/2022	\$1,259.48
2/11/2021	\$1,206.24
7/10/2020	\$625.17
2/14/2020	\$625.17
10/7/2019	\$132.01
9/10/2019	\$1,319.98
10/1/2018	\$31.08
7/23/2018	\$621.52
2/16/2018	\$621.52
7/14/2017	\$616.18
1/31/2017	\$616.18
7/8/2016	\$606.84
2/12/2016	\$606.84

Sales

Sale Date	Sale Price	Seller	Buyer	No. of Properties
6/13/2006	\$0	MCCONNELL BRENT	RESORT PROPERTIES MANAGEMENT LTD	2
6/30/2003	\$0	MCCONNELL BRENT	MCCONNELL BRENT	1
1/29/2002	\$0	MCCONNELL WILLIAM R	MCCONNELL BRENT	2
1/1/1950	\$0	UNKNOWN	MCCONNELL WILLIAM R	0

Recent Sales In Area

Sale date range:

From:

10/13/2020

To:

10/13/2023

Sales by Neighborhood

1500

Feet



Sales by Distance

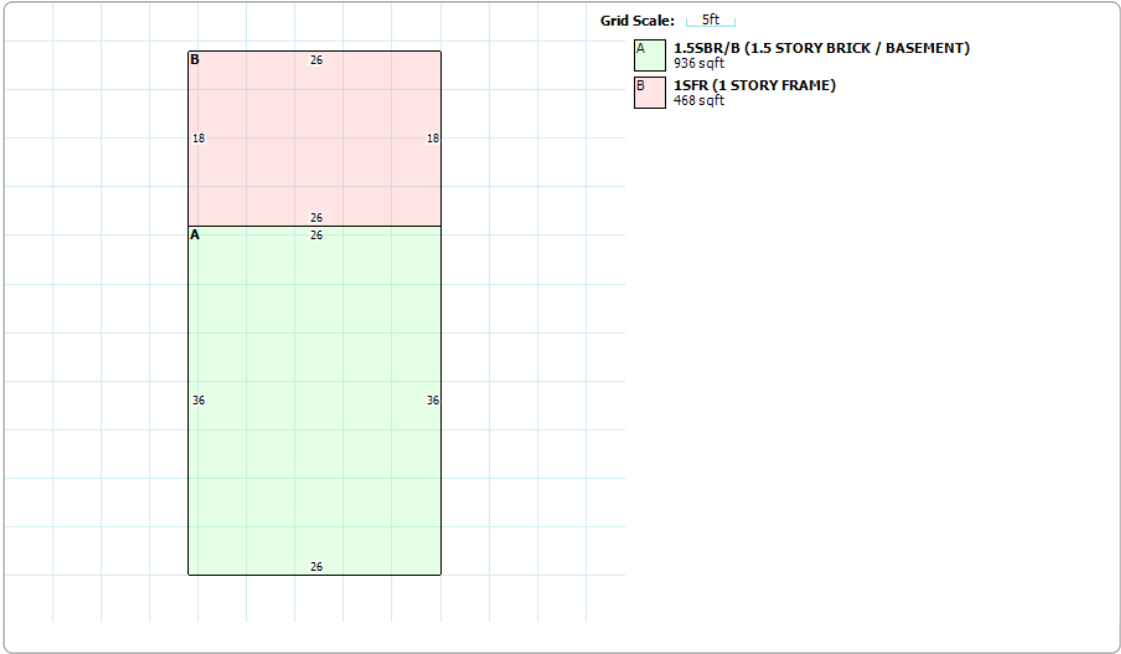
Historical Grand List

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

39-00420.000 (PDF)

Sketches

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



Map



Property Card

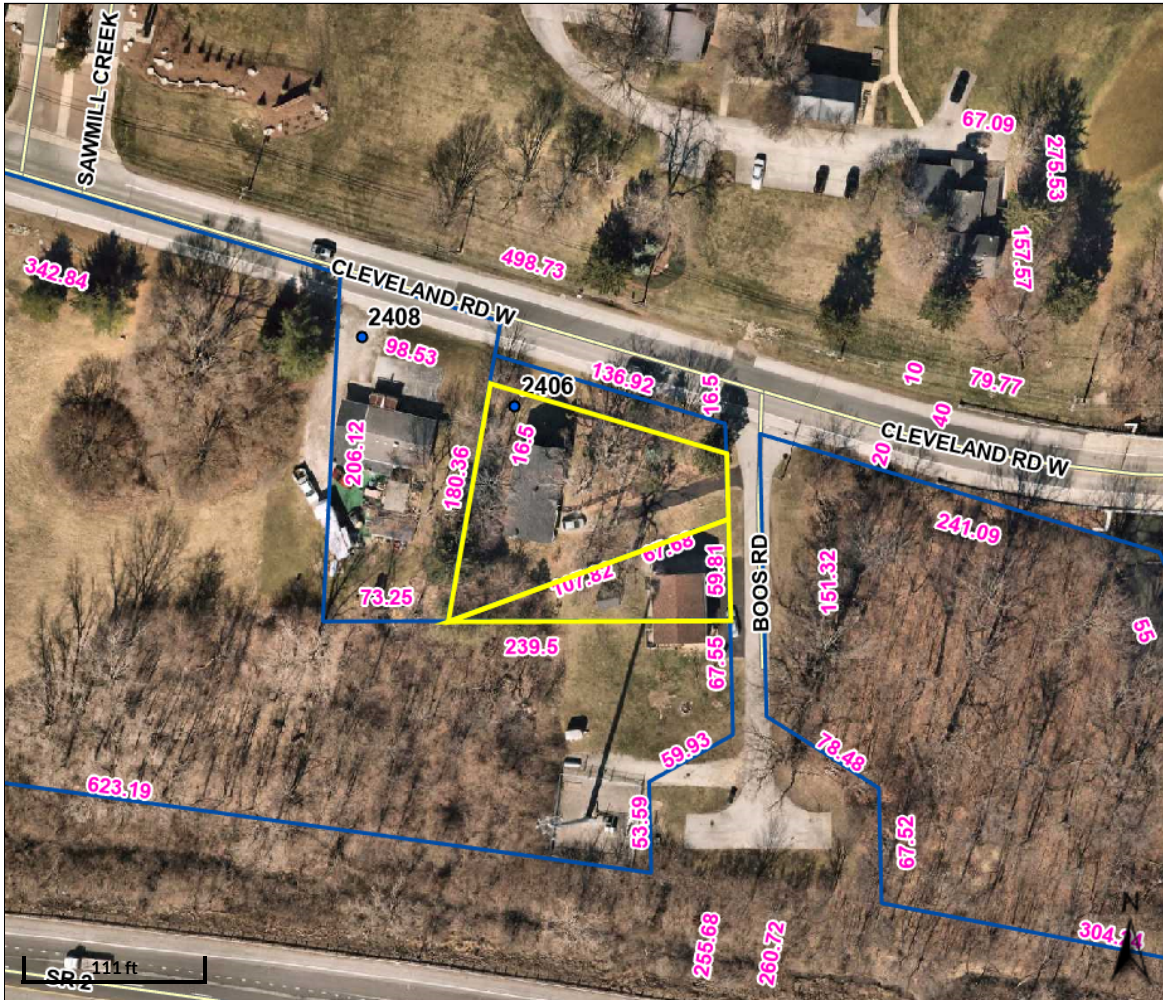
Property Card

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

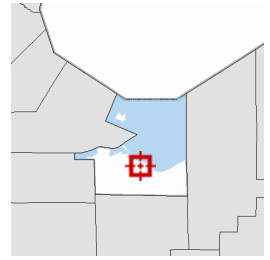
The information provided by Erie County is provided 'as is' and for reference only. The user expressly agrees that the use of Erie County's web site is at the user's sole risk. Erie County does not warrant that the service will be uninterrupted or error free. Any information published on this server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

Contact Us





Overview



Legend

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

Parcel ID	39-00420.000	Acreage	0.44	Last 2 Sales	Date	Price	Vol/Page
Owner	RESORT PROPERTIES MANAGEMENT LTD (Owner Address)				6/13/2006		
	RESORT PROPERTIES (Tax Payer Address)				6/30/2003		
Property Address	2406 CLEVELAND HURON						

Date created: 10/13/2023
Last Data Uploaded: 10/13/2023 3:20:46 AM

Developed by Schneider
GEOSPATIAL