RE 46

Rev. June 2019

TITLE REPORT

C/R/S FAI-SR37-06.10 PARCEL 006-SH1,T1,T2 PID 110412

X 42 YEAR REPORT ABBREVIATED REPORT X UPDATE

INSTRU	JCTION:
(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 JTBD Investments, LLC, an Ohio limited liability company 8010 Newark Lancaster Road NA 100% Baltimore, OH 43105 N/A Members: **Todd Taylor** Mandy Taylor **TODD TAYLOR** CHAOS, LLC 8010 Newark Lancaster Road Mailing Address: Baltimore, OH 43105 6644 Woolard Road Pleasantville, OH 43148 Phone Number 614-565-0040 cell 740-467-2857 (Jeffrey P & Jacqueline M Watson) Property Address: 8010 Lancaster-Newark Road Baltimore, OH 43105 **Registered Agent:** Jonathan C. Clark, Attorney **Clark & Clark and Associates** 130 E. Chestnut Street Lancaster, OH 43130 740-689-9089 (From deed to present owner or other instruments containing a valid (2)**BRIEF DESCRIPTION OF SUBJECT PREMISES** description. Give deeds of record, include the size of each parcel)

Situated in the Township of Walnut, County of Fairfield and State of Ohio:

Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.

APN: 049-02544-00

Recorded in Fairfield County, OH on Instrument 201700000705, in OR Book 1729, Pages 1874-1875 Instrument 202100023551 recorded 09/08/2021

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
OR BK 1772 PGS 3542-3547 MORTGAGOR: The Vinton County National Bank 521 East Main Street Lancaster OH 43130 MORTGAGEE: CHAOS, LLC 6644 Woolard Rd NE, Pleasantvill	08/20/2018 I e, OH-43148	\$700,000.00
202100023552 MORTGAGOR: HEARTLAND BANK 6887 East Main Street Reynoldsburg, OH 43068 MORTGAGEE: JTBD Investments, LLC, an Ohi company 8010 Newark Lancaster Road Baltimore, OH 431045	8/27/2021 o limited liability	\$475,000.00
202100023552 MORTGAGOR: HEARTLAND BANK 6887 East Main Street Reynoldsburg, OH 43068 MORTGAGEE: JTBD Investments, LLC, an Ohi company 8010 Newark Lancaster Road Baltimore, OH 431045	8/27/2021 o limited liability	\$380,000.00
(3-B) <u>LEASES</u>		
Name & Address	Commercial/Reside	ntial Term

OR BK 1816 LESSOR: LESSEE:	PGS 2735-2737 CHAOS, LLC 8010 Lancaster-Newark Road Baltimore, OH 43105 Kennedy Outdoor Advertising LLC 9327 Martinsburg Road St. Louisville, OH 43071	Advertising Land Lease \$200.00/monthly	15 yrs
(3-C) <u>E</u> / Name & Addr	ASEMENTS ess	Туре	

OR BK 1804 PGS 447-451 GRANTOR: CHAOS, LLC, an Ohio limited liability company 8010 Lancaster-Newark Road SEWER EASEMENT Baltimore, OH 43105 Walnut Creek Sewer District GRANTEE: 1700 Leitnaker Road NE Thurston, OH OR BK 1715 PGS 1856-1860 GRANTOR: Thomas O. Weidner, aka Thomas Oscar Weidner, and Ruth Ann Weidner Husband and Wife 8010 Lancaster-Newark Road **ROW SH Easement** Baltimore, OH 43105 GRANTEE: STATE OF OHIO, DEPARTMENT OF TRANSPORTATION 9600 Jacksontown Road Jacksontown, OH 43130

Deed BK 545, Pages 943-944 GRANTOR: Milton McKinley Watson, married GRANTEE: Eileen M. Ackley	10' sewage drainage system
Deed BK 269, Pages 646-647, recorded 05/17/1957 at 9:50 am GRANTOR: Frank C. Miller and Stella G. Miller GRANTEE: The Ohio Fuel Gas Company	GAS LINE EASEMENT
Deed Vol 270, Page 649, recorded 06/21/1957 RELEASE of EASEMENT for all land s within the highway right of way limits between station 16 + 55 and Station 48 + 33 GRANTOR: The Ohio Fuel Gas Company, a corporation of the State of Ohio GRANTEE: State of Ohio, State Route No. 256, Sections 15.88-16.50	
Easement Book H2, Pages 626-627, recorded 12/17/1951 at 3:00 pm GRANTOR: Frank C. Miller GRANTEE: STATE OF OHIO	HIGHWAY EASEMENT

(4) DEFECTS IN TITLE-IRREGULARITIES-COMMENTS (Record or Off Record) NO defects found

Property transferred to new owners last week of August 2021

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

County:	County: FAIRFIELD		Township: WALNUT	School	District: LIBERTY UNION- THURSTON LSD		
AUD. PAI	R. NO(S)	Land 35%	Building 35%	Total 35%	Taxes \$739.43/half		
049-02544-00		\$16,310.00	\$11,690.00 \$58,430.00	\$28,000.00 \$74,740.00	\$1,478.86/year Per Auditor New Tax Info being calculated		
(6) CAUV (Current Agricultural Use Value)							
	Is the pro Commer		JV Program: Yes: 🗌 No: 🛛	x			

This Title Report covers the time period from 9/16/1980_to 8/24/2020. 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) 006 -SH1,T1,T2 and presently standing in the name of CHAOS, LLC as the same are entered upon the several public records of FAIRFIELD County.

Date & Time _____08/24/2020 @ 4:55 PM _____ (am/pm)

Kimber Heim

Signed

Print Name KIMBER L. HEIM

UPDATE TITLE BLOCK

This Title Report covers the time period from 8/24/2020 to 9/7/2021. 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) 006 -SH1,T1,T2 and presently standing in the name of **Error! Reference source not found.** as the same are entered upon the several public records of Choose an item. County.

Date & Time <u>9/07/2021 @ 3:42pm</u> (am/pm)

Signed

Print Name

Kimber L. Heim

Komber

Comments from the agent who prepared the Title Update

New owner finally took title last week of August 2021.

UPDATE TITLE BLOCK

This Title Report covers the time period from 9/7/2021 to 9/10/2021. 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) 006 -SH1,T1,T2 and presently standing in the name of JTBD Investments, LLC, an Ohio limited liability company as the same are entered upon the several public records of Fairfield County.

Date & Time	9/10/20/21	at 11:45 am	(am/pm)

Signed

Print Name

Kimber L Heim

muet

Comments from the agent who prepared the Title Update

Change of ownership information updating new instrument information and mortgage information.

UPDATE TITLE BLOCK

This Title Report covers the time period from 9/10/2021 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) 006 -SH1,T1,T2 and presently standing in the name of JTBD Investments, LLC, an Ohio limited liability company as the same are entered upon the several public records of Fairfield County.

Date & Time (am/pm)

Signed

Print Name

Comments from the agent who prepared the Title Update

RE 46-1 REV. 10/2007		OHIO DEPART	OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN				
DIST	05	CRS FAI SR37 06.10	PARCEL 006- SH1.T1.T2	PID 110412			

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument			
		Brief Land Description & Remarks							
CHAOS, LLC, am Ohio limited liability company	JTBD Investments, LLC, an Ohio limited liability	08/27/2021	09/08/2021 @ 10:27am	Inst 202100023551	\$400.00	GENERAL WARRANTY DEED			
	company	Situated in the Township of Walnut, County of Fairfield and State of Ohio and being further bounded described as follow:Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 de East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place beginning, containing 3.12 acres more or less.APN:049-02544-00Prior Deed Reference:OR BK 1729, PGS 1874-1875, Inst 201700000705							
Thomas O. Weidner and Ruth Ann Weidner, husband and wife	CHAOS, LLC, an Ohio limited liability company	(1/0)/201/(0)/11/201/(30.00000000000000000000000000000000000							

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN 10 PARCEL 006- SH1,T1,T2

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PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument			
Thomas O. Weidner, aka Thomas Oscar Weidner	Thomas O. Weidner and Ruth Ann Weidner, husband and wife		08/26/1994 @ 1:55pm	DEED VOL 628 PGS 248-250	EXEMPT	SURVIVORSHIP DEED			
and Ruth Ann Weidner, husband and wife	nusband and whe	PARCEL ONE: Not in acquisition area							
		PARCEL TWO: Situated in the Township of Walnut, County of Fairfield and State of Ohio:							
		Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded a beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of S 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 8 East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 3 to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the pl beginning, containing 3.12 acres more or less.							
		Prior Deed Re	Prior Deed Reference: Deed Vol 598, Pages 355-356						
		PARCEL TH	REE: Not in acquisition a	rea.					
Mary Virginia Watson and John C. Watson, wife & husband	Thomas O. Weidner and Ruth Ann Weidner, husband and wife	12/17/1991	12/23/1991 @ 2:59pm	DEED VOL 598 PGS 355-356	\$55.00	GENERAL WARRANTY DEED			
nusbunu		Situated in the	e Township of Walnut, Co	unty of Fairfield and	l State of Ohio:				
		Situated in the Township of Walnut, County of Fairfield and State of Ohio: Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of \$ 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the p beginning, containing 3.12 acres, more or less.							
	Prior Deed Reference: Mortgage Vol 565, Pages 498-502 (Land Installment Contract)								

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

PARCEL 006-SH1,T1,T2

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PID 110412

DIST 05 CRS

FAI SR37 06.10

Date Signed Date & Time Recorded Grantor Volume/Page Conveyance Fee Type Instrument Grantee Mary Virginia Watson, Thomas O. Weidner and MTG VOL 565 LAND INSTALLMENT 11/30/1988 12/06/1988 @ 9:50am N/A Ruth Ann Weidner married CONTRACT PGS 498-502 Situated in the Township of Walnut, County of Fairfield and State of Ohio: Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10 East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less. Land Contract Satisfied 12/17/1991 Prior Deed Reference: Deed Vol 499, Pages 847-848 Carol Ardrey and Phillip Mary Virginia Watson DEED BK 499 09/01/1980 09/16/1980 @2:53pm \$1.00 Quit Claim Deed Ardrey, Wife and Husband PGS 847-848 Situated in the Township of Walnut, County of Fairfield and State of Ohio: Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10⁵ East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less. Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330 Prior Deed Reference: Deed Vol 499, Page 17

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

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HE V: 10/2007				IIILE CHAIN					
DIST 05	CRS	FAI SR37 06.10		PARCE	EL 006- SH1,T1,T	[2	PID 110412		
Grantor		Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument		
Wanda Stevens, unremarried widow, Vera	Mary V	/irginia Watson	08/26/1980	09/16/1980 @ 2:52pm	DEED BK 499 PGS 843-846	\$11.50	Quit Claim Deed		
O'Conner Chapman and John Chapman, wife & husband, Helen Emswiler, widow, Margaret Knepper and Dale Knepper, wife & husband, Kathleen Barrett and Woodrow Barrett, wife & husband, Ronald Eyman and Alice Eyman, husband & wife			Situated in the Township of Walnut, County of Fairfield and State of Ohio: Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Rout 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10 East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less. Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330 Prior Deed Reference: Deed Vol 499, Page 17						
Roger Eyman, unmarried	Mary V	/irginia Watson	09/08/1980	00/16/1000 @ 2.51mm	DEED VOL 499 PGS 841-842	\$1.00	Quit Claim Deed		
		 Situated in the Township of Walnut, County of Fairfield and State of Ohio: Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10 East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less. Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330 Prior Deed Reference: Deed Vol 499, Page 17 							

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

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DIST	05	CRS	FAI SR37 06.10	PARCEL 006- SH1,T1,T2 PID 110412					
				1	1			1	1
Grant	or		Grantee	Date Signed	Date & Time Recorde		Volume/Page	Conveyance Fee	Type Instrument
Larry Eyman an Eyman, Husbar		Mary V	irginia Watson	08/31/1980	09/16/1980@ 2:50pm		DEED VOL 499 PGS 839-840	\$1.00	Quit Claim Deed
				Situated in the Township of Walnut, County of Fairfield and State of Ohio: Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less. Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330 Prior Deed Reference: Deed Vol 499, Page 17					
Stella G. Miller, Miller, Estella G			Stevens, ed ¼ interest Conner Chapman,	07/31/1980	08/08/1980 @ 1:10pm	-	DEED VOL 499 Pages 17-20	EXEMPT	Certificate of Transfer No. 1
	ceased vera of control chapter of the control of			 Situated in the Township of Walnut, County of Fairfield and State of Ohio: Being a part of the Southwest Quarter of Section 20, Township 16 (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less. Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330 Prior Deed References: VOL 183, Pg 218; Vol 229, Pg 434; Vol 334, Pg 343; Vol 335, Pgs 418-436 and Vol 339, Pg 70 					

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN 10 PARCEL 006- SH1,T1,T2

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PID 110412

Grantor	Grantee	Date Signed	Date & Time Record	led	Volume/Page	Conveyance Fee	Type Instrument		
Mary C. Miller Rhoads and Raymond Rhoads, her	Estella Miller	01/27/1965	06/15/1965@10:24 an		Deed Vol 339, Pgs 70-72	\$1.10	WARRANTY DEED		
husband		DAD GEL ON							
			E: NOT SUBJECT I						
			O: An undivided 1/14			e			
			e Township of Walnut ract 1, containing 2.51				ted in Walnut Township,		
		 Also a tract of five (5) acres, more or less, situated in the Township of Walnut, Fairfield County, Ohio, now leased to Oscar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, and being also known as five (5) acres more or less out of the Southwest corner of the premises owned by Frank C. Miller at the time of this death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37. Prior Deed Reference: Deed Volume 334, Pages 343-345 Certificate of Transfer, Original Deed 183, Page 218 							
Walter L. Miller and Dorothy Miller, his wife	Estella Miller	11/9/1964	01/19/1965 @ 11:45 a		Deed Vol 335, Pages 433-435	\$1.10	WARRANTY DEED		
		PARCEL ONE: NOT SUBJECT PARCEL							
		he following real est	ate:						
		of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, ining 2.51 acres more or less NOT IN TAKE AREA							
		leased to Osca and being also Frank C. Mill	t of five (5) acres, more or less, situated in the Township of Walnut, Fairfield County, Ohio, now locar G. Weidner located in the Southwest corner of the Southwest Quarter of Section No. 20, also known as five (5) acres more or less out of the Southwest corner of the premises owned by filler at the time of this death, and being more particularly described by being situated in the corner of the intersection of State Routes No. 256 and No. 37.						
		Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218							

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN 10 PARCEL 006- SH1,T1,T2

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PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Franklin D. Miller and E. Louise Miller, his wife	Estella Miller	11/20/1964	01/19/1965 @ 11:44 am	Deed Vol 335, Pages 430-432	\$1.10	WARRANTY DEED
		PARCEL ON	E: NOT SUBJECT PAR	CEL		
		PARCEL TW	O: An undivided 1/14 th ir	nterest of, in and to t	he following real est	tate:
			e Township of Walnut, Co ract 1, containing 2.51 acr			
		leased to Osc and being also Frank C. Mill	f five (5) acres, more or les ar G. Weidner located in the b known as five (5) acres r er at the time of this death ner of the intersection of S	ne Southwest corner nore or less out of th , and being more par	of the Southwest Que ne Southwest corner rticularly described l	of the premises owned by
			eference: Deed Volume 33 1 183, Page 218	34, Pages 343-345, V	Vol 229, Pg 434, and	Certificate of Transfer,
Florence E. Miller LaRue and Luther M. LaRue, her husband	Estella Miller	12/12/1964	(11/10/1065 (a) 11.42 am)	Deed Vol 335, Pages 427-429	\$1.10	WARRANTY DEED
		PARCEL ON	E: NOT SUBJECT PAR	CEL		
		PARCEL TW	O: An undivided 1/14 th ir	nterest of, in and to t	he following real es	tate:
			e Township of Walnut, Co ract 1, containing 2.51 acr			1
		leased to Osc and being als Frank C. Mill	f five (5) acres, more or lea ar G. Weidner located in the o known as five (5) acres r ler at the time of this death ner of the intersection of S	ne Southwest corner nore or less out of th , and being more par	of the Southwest Que ne Southwest corner rticularly described	of the premises owned by
			eference: Deed Volume 3. 1 183, Page 218	34, Pages 343-345, V	Vol 229, Pg 434, and	l Certificate of Transfer,

RE 46	5-1
REV.	10/2007

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN 10 PARCEL 006- SH1,T1,T2

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PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Dollie Miller North and Cecil North II, her husband	Estella Miller	06/11/1964	01/19/1965 @ 11:42 am	Deed Vol 335, Pages 424-426	\$1.10	WARRANTY DEED
		PARCEL TW Situated in the Range 18T Also a tract of leased to Osca and being also Frank C. Mill Northeast cor	ar G. Weidner located in th	nterest of, in and to t ounty of Fairfield and es more or less NO ss, situated in the To ne Southwest corner nore or less out of th , and being more pa tate Routes No. 256	d State of Ohio, locat T IN TAKE AREA ownship of Walnut, I of the Southwest Qu the Southwest corner rticularly described b o and No. 37.	ted in Walnut Township, Fairfield County, Ohio, now uarter of Section No. 20, of the premises owned by by being situated in the
Daniel M. Miller and Carolyn Miller, his wife	Estella Miller	06/12/1964	01/19/1965 @ 11:41 am	Deed Vol 335, Pages 421-423	\$1.10	WARRANTY DEED
		PARCEL TW Situated in the Range 18T Also a tract of leased to Osca and being also Frank C. Mill Northeast cor	ar G. Weidner located in th	nterest of, in and to t ounty of Fairfield and es more or less NO ss, situated in the To ne Southwest corner nore or less out of th , and being more pa tate Routes No. 256	d State of Ohio, locat T IN TAKE AREA while of Walnut, F of the Southwest Quart ne Southwest corner rticularly described b o and No. 37.	ted in Walnut Township, Fairfield County, Ohio, now parter of Section No. 20, of the premises owned by by being situated in the

OHIO DEPARTMENT OF TRANSPORTATION TITLE CHAIN

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DIST 0.	5 CI	RS	FAI SR37 06.10		PARC	EL 006- SH1,T1,T	72	PID 110412
Granto	r		Grantee	Date Signed	Date & Time Recorded	l Volume/Page	Conveyance Fee	Type Instrument
Dottie C. Miller C Unmarried	ook, Este	ella M	filler	06/15/1964	01/19/1965 @ 11:40 am	Deed Vol 335, Pages 418-420	\$1.10	WARRANTY DEED
				PARCEL ON	IE: NOT SUBJECT PAI	RCEL		
				PARCEL TW	VO: An undivided 1/14 th i	nterest of, in and to t	he following real est	ate:
					e Township of Walnut, Co Tract 1, containing 2.51 act			1
				leased to Osc and being als Frank C. Mill	ar G. Weidner located in t	he Southwest corner more or less out of th h, and being more pa	of the Southwest Que the Southwest corner rticularly described b	of the premises owned by
					eference: Deed Volume 3 d 183, Page 218	34, Pages 343-345, Y	Vol 229, Pg 434, and	l Certificate of Transfer,



202100023551

FILED FOR RECORD IN FAIRFIELD COUNTY, OH LISA MCKENZIE, COUNTY RECORDER 09/08/2021 10:27 AM 42.00 DEED

TRANSFERRED

SEP 08 2021 1

You a. Ilate County Auditor, Fairfield County. Ohio

REAL ESTATE CONVEYANCE

FEE S.

EXEMPT #.....

28

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In a. Staten General Warranty Deed

(pursuant to O.R.C. 5302.01 through O.R.C. 5302.06) 2024

Chaos, LLC, an Ohio limited liability company ("Grantor"), for valuable consideration paid, grants, with general warranty covenants, to JTBD Investments, LLC, an Ohio limited liability company ("Grantee"), whose tax mailing address is 3550 Reiger Load, Millersport, OH, the following real property:

Parcel ID: 049-02544-00 Commonly Known As: 8010 Lancaster-Newark Rd., Baltimore, OH 43105

Prior Instrument Reference: OR Book 1729, page 1874, Recorder's Office, Fairfield County, Ohio.

Subject to all valid and existing building and other restrictions and conditions of record, to all valid and existing zoning restrictions, to all legal highways, to all valid and existing easements of record, and all coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record, if any, and taxes and assessments due and payable after the date of execution hereof.

1.of.3

⁵ See Exhibit A attached hereto and made a part hereof.

Executed this 27th day of August , 2021.

GRANTOR:

Chaos, LLC, an Ohio limited liability company

By: Jeffrey P. Watson, its sole member

State of Ohio) County of Licking)

The foregoing instrument was acknowledged before me this $27^{\frac{1}{2}}$ day of August, 2021 by Jeffrey P. Watson, the sole member of Chaos, LLC, an Ohio limited liability company, for an on behalf of the company.

This is an acknowledgment clause. No oath or affirmation was administered to the signers with regard to this notarial act.

<u>futtflough</u> Notary Public



RUTH FLOYD Notary Public, State of Ohio My Commission Expires 01-11-2026

This instrument was prepared by: Catherine J. Baird, Esq. Fisher, Skrobot, & Sheraw, LLC 471 East Broad St., Suite 1810 Columbus, Ohio 43215 (614) 233-6950 File # PT-21134

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EXHIBIT A

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Situated in the Township of Walnut, County of Fairfield, and State of Ohio and being further bounded and described as follow:

Being a part of the Southwest Quarter of Section 20, Township 16, (Walnut), Range 18; bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Route 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89 deg. 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0 deg. 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89 deg. 10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.

Parcel ID: 049-02544-00 Commonly Known As: 8010 Lancaster-Newark Rd., Baltimore, OH 43105.

DESCRIPTION REVIEWED AND APPROVED FOR TRANSFER ONLY, FAIRFIELD COUNTY AUDITOR/ENGINEER TAX MAPS.

BY CLT DATE 9.7.21 049.02544.00

5 4 1 Tx:4024824

202100023553

FILED FOR RECORD IN FAIRFIELD COUNTY, OH LISA MCKENZIE, COUNTY RECORDER 09/08/2021 10:27 AM MORTGAGE 130.00

FOR RECORDER'S USE ONLY

OPEN - END MORTGAGE

MAXIMUM LIEN: The Maximum Amount of Loan Indebtedness secured by this Open-End Mortgage is \$380,000.00. The words "Maximum Amount of Loan Indebtedness" as used in this Mortgage mean the maximum unpaid balance of Ioan advances made under the Note which may be outstanding at any one time. The Maximum Amount of Loan Indebtedness does not include any (A) interest, (B) taxes, (C) assessments, (D) insurance premiums, or (E) costs incurred for the protection of the Property. Grantor and Lender intend that, in addition to any other indebtedness or obligations secured hereby, this Mortgage shall secure indebtedness arising from Ioan advances made by Lender after this Mortgage is delivered to the recorder for record.

THIS MORTGAGE dated August 27, 2021, is made and executed between JTBD Investments, LLC, an Ohio limited liability company, whose address is 8010 Newark Lancaster Rd. NW, Baltimore, OH 43105 (referred to below as "Grantor") and Heartland Bank, whose address is 6887 East Main Street, Reynoldsburg, OH 43068 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, mortgages and conveys to Lender, with mortgage covenants and upon the statutory condition, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Fairfield County, State of Ohio:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 8010 Lancaster-Newark Road, Baltimore, OH 43105. The Real Property tax identification number is 049-02544-00.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly

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perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the

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Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized.

Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest. **Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding tille to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Ohio law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

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preserve the Property.

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Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any Should the Real Property be located in an area designated by the other person. Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned

among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

• Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct

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from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding one (1) month, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2)

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if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have, all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disgualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an

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obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Ohio.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Franklin County, State of Ohio.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or

omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of . Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means JTBD Investments, LLC, an Ohio limited liability company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means JTBD Investments, LLC, an Ohio limited liability company.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts. costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Heartland Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated August 27, 2021, in the original principal amount of \$380,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 27, 2022.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

JTBD INVESTMENTS, LLC, AN OHIO LIMITED LIABILITY COMPANY

C N By:

Mandy J. Taylor, Member of JTBD Investments, LLC, an Ohio limited liability company

Bv:

Todd N. Taylor, Member of JTBD Investments, LLC, an Ohio limited liability company

This instrument was prepared by Commercial Loan Operations,

Heartland Bank.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of U County of Franklin

This instrument was acknowledged before me on <u>August</u> <u>Z1</u>, 20 <u>Z1</u> by Mandy J. Taylor, Member of JTBD Investments, LLC, an Ohio limited liability company and Todd N. Taylor, Member of JTBD Investments, LLC, an Ohio limited liability company. No oath or affirmation was administered to the foregoing with regard to this notarial act.

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Notary Public in and for the State of Ohio



RUTH FLOYD Notary Public, State of Ohio My Commission Expires 01-11-2026

(Printed Name)

My commission expires: ____

SATISFACTION	AND DISCHARGE OF MORTGAGE
(To be used only	when obligations have been paid in full)
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The conditions and obligations of t	his Mortgage have been complied with, and therefore this

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