

## TITLE REPORT

C/R/S	FAI-SR37- 6.10
PARCEL	002-SH1/SH2
PID	110412

☒ 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
WAGNER RENTALS, LLC	N/A	100%

Mailing Address: 7496 Ruffner Road  
Baltimore, OH 43105

Phone Number

Property Address: 835 Baltimore-Somerset Rd NE  
Baltimore OH 43105

Registered Agent:

Douglas J. Shockman  
175 S. Third Street  
Suite 700  
Columbus, OH 43215

*Shockman*

Phone: 614-255-7562

(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 State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows:  
Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:  
Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence south 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36' East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

EXCEPTING THEREFROM the following two tracts:

Tract One:

2.62 acres

Tract Two:

10.011 acres

Leaving in said parcel herein to be conveyed 67.48 acres.

APN: 049-02634-00

Current Deed Reference: OR BK 1434, Pages 2871-2873, Instrument# 200600016635, recorded in Fairfield County  
Recorded date: 07/05/2006 at 3:23 pm

DV 503, Page 426  
Grantor: Columbia Gas of Ohio  
Grantee: E.E. Soliday  
99 North Front St.  
Columbus, Ohio 43215

*Inc. / Columbia Gas Transmission Corporation*

*Agreement for*  
Conditional Limited time use  
Gas *Service*  
Filed: 02-12-1980

DV 449, Page 564  
Grantor: Emerald E. Soliday, unmarried  
Grantee: The Village of Thurston, Ohio

*aka EE Soliday ?*

Right- Of-Way (Water)  
Easement  
Filed: 06-06-1975

DV 220, Page 713  
Grantor: E.E. Soliday & Electa A. Soliday  
Grantee: The Ohio Power Company  
No Address Provided

*Date ?*

Electric Easement  
Filed: 06-10-1949

DV 234, Page 229  
Grantor: Electa A. Soliday and C.E. Soliday  
Grantee: South-Central Rural, Electric Cooperative, Inc.  
Box 425  
Lancaster, Ohio

*, a corporation*

Electric Easement  
Filed: 06-02-1949

RE 1, Page 305  
Grantor: J.W. Race  
Grantee: Rural Electric Cooperative, Inc.  
No Address Provided

*South Central*

Electric Easement  
Filed: 07-27-1938

DV 180, Page 26  
Grantor: J.W. Race and Weltha V. Race  
Grantor: The Ohio Power Company  
No Address Provided

Electric Easement  
Filed: 11-19-1932

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

Defect in the legal description in words description states "...of Section Thirty" but in parentheses the legal description indicates (3) rather than (30).

CONDITIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS included in OR BK 1641, Pgs 2499-2505 concerning development and uses for property which has frontage on SR256 or SR37. Recorded 08/12/13

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

County:	Fairfield	Township:	WALNUT	School District:	Liberty Union - Thurston LSD
AUD. PAR. NO(S)	Land 35%	Building	Total 35%	Taxes	
049-02634-00	\$120,070.00	\$ 00.00	\$120,700.00	\$1,514.20 YRLY/ \$757.10 PER HALF	
049-02634-20	\$ 19,480.00	\$ 00.00	\$ 19,480.00	\$ 135.00 YRLY/\$67.50 PER HALF	

*? No info*

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

Is the property under the CAUV Program: Yes: ☒ No: ☐  
Comments:  
TAXABLE AMOUNT PER CAUV: \$35,440.00

Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 19, Section 30.  
Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in volume 498, page 873, and being more fully described as follows: Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster- Newark Road (State Route 37), and the northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 in rebar set...., containing 10.011 acres.

APN: 049-02634-20

Current Deed Reference: OR BK 1434, Pages 2868-2870, Instrument# 200600016424, recorded in Fairfield County  
Recorded date: 07/05/2006 at 3:23 pm

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
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NO MORTGAGE FOUND, all mortgages released as of 2017

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
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All leases have been released and recorded.

(3-C) **EASEMENTS**

Name & Address	Type
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OR BK 1722 Pgs 2770-2778 GRANTOR: WAGNER RENTALS LLC GRANTEE: State of Ohio (ODOT)	Highway Easement Rec: 10/24/16
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OR BK 1641 Pgs 2499-2505 (Exhibit B) GRANTOR: WAGNER RENTALS LLC GRANTEE: E. DARLENE WAGNER AND PAUL M. WAGNER, husband and wife	Driveway Easement Rec: 08/12/13
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OR BK 1641 Pgs 2499-2505 (Exhibit C) GRANTOR: WAGNER RENTALS LLC GRANTEE: E. DARLENE WAGNER AND PAUL M. WAGNER, husband and wife	Utility Easement Rec: 08/12/13
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OR BK 1628 Pgs 3143-3147 GRANTOR: PAUL M. WAGNER AND E. DARLENE WAGNER dba WAGNER RENTALS LLC GRANTEE: VILLAGE OF BALTIMORE, OHIO, an Ohio municipal corporation	Permanent Easement for Water and Sewer lines Rec: 04/03/13
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OR BK 1628 Pgs 3154-3156 AGREEMENT BETWEEN VILLAGE OF BALTIMORE, OHIO WITH WAGNER RENTALS LLC	Agreement for Extraterritorial Water and/or Sewer Services and Consent to Annexation Rec: 04/03/13
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DV 555, Page 678 Grantor: Ruth Ann Taylor and James A Taylor Donald L. Kull and Marilyn Jane Kull Electa Darlene Wagner and Paul Michael Wagner Grantee: Columbia Gas Of Ohio Inc., an Ohio Corporation 200 Civic Center Dr. P.O. Box 117 Columbus, Ohio 43216-0117	Gas Easement and Right of Way Filed: 10-27-1987
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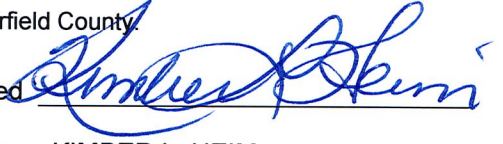


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This Title Report covers the time period from 1/1/1976\_to 8/7/2020. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 002 SH1/SH2 and presently standing in the name WAGNER RENTALS, LLC as the same are entered upon the several public records of Fairfield County.

Date & Time 08/07/2020 4:00 PM (am/pm)

Signed



Print Name KIMBER L. HEIM

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### UPDATE TITLE BLOCK

This Title Report covers the time period from Click or tap to enter a date\_to Click or tap to enter a date.. 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 **Error!**

**Reference source not found.** the same are entered upon the several public records of Choose an item. County.

Date & Time \_\_\_\_\_ (am/pm)

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Comments from the agent who prepared the Title Update

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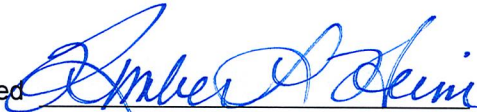


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This Title Report covers the time period from 1/1/1976\_to 8/7/2020. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) **Error! Reference source not found. -Error! Reference source not found.** and presently standing in the name of **Error! Reference source not found.** as the same are entered upon the several public records of Fairfield County.

Date & Time 08/07/2020 4:00 PM (am/pm)

Signed



Print Name KIMBER L. HEIM

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Date & Time \_\_\_\_\_ (am/pm)

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Comments from the agent who prepared the Title Update

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	WAGNER RENTALS, LLC, AN OHIO LIMITED LIABILITY COMPANY	06/28/2006	07/05/2006 @ 3:23pm	OR BK 1434 PGS 2871-2873	EXEMPT	LIMITED WARRANTY DEED
<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows:  Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:  Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence south 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36° East 27 chains and 80 links to the beginning ,  <b>containing 80 and eleven one-hundredth acres.</b></p> <p>EXCEPTING THEREFROM the following two tracts:</p> <p><u>Tract One:</u>  2.62 acres <i>PG 712 835 Baltimore - Somerset Rd.</i></p> <p><u>Tract Two:</u>  <b>10.011 acres</b> <i>OR 1434 PG 2868</i></p> <p>Leaving in said parcel herein to be <b>conveyed 67.48 acres.</b></p> <p>APN: 049-02634-00</p> <p>Prior Deed Reference: OR BK 1327 PGS 0015-0016</p>						

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	WAGNER RENTALS, LLC, AN OHIO LIMITED LIABILITY COMPANY	06/28/2006	07/05/2006 @ 3:23pm	OR BK 1434 PGS 2868-2870	EXEMPT	LIMITED WARRANTY DEED
<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:</p> <p>Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:</p> <p>Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;</p> <p>thence South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;</p> <p>thence South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;</p> <p>thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;</p> <p>thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, <b>containing 10.011 acres.</b></p> <p>APN: 049-02634-20</p> <p>Prior Deed Reference: OR 1327, PGS 0017-0018</p>						



DIST 05 CRS FAI – SR37/256 PARCEL 002-SH1/SH2 PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
SAKAS CORNER, LTD, an Ohio Limited Liability Company	PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	01/29/2004	02/03/2004 @ 2:47pm	OR BK 1327 PGS 0017-0018	\$104.50	General Warranty Deed
		<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:</p> <p><b>Being part of the 80.11 acre</b> tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:</p> <p>Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;</p> <p>thence South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;</p> <p>thence South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;</p> <p>thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;</p> <p>thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, <b>containing 10.011 acres.</b></p> <p>APN: 049-02634-20</p> <p>Prior Deed Reference: OR 1126, PGS 210-211</p>				

DIST 05 CRS FAI – SR37/256 PARCEL 002-SH1/SH2 PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
DANIEL G. SAKAS, married	PAUL MICHAEL WAGNER AND ELECTA DARLENE WAGNER, HUSBAND AND WIFE	01/29/2004	02/03/2004 @ 2:47pm	OR BK 1327 PGS 0015-0016	\$705.00	GENERAL WARRANTY DEED
LORA LEE SAKAS, spouse of the Grantor, releases all rights of dower therein.		<p>Situated in the State of Ohio, County of Fairfield, Walnut Township, and being more particularly described as follows:</p> <p>Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (3); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence south 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36° East 27 chains and 80 links to the beginning , <b>containing 80 and eleven one-hundredth acres.</b></p> <p><b>EXCEPTING THEREFROM</b> the following two tracts:</p> <p><u>Tract One:</u> <b>2.62 acres</b></p> <p><u>Tract Two:</u> <b>10.011 acres</b></p> <p>Leaving in said parcel herein to be <b>conveyed 67.48 acres.</b></p> <p>APN: 049-02634-00</p> <p><b>Prior Deed Reference: OR BK 1120, PGS 599-600, Re-record to correct filing order OR BK 1118, PGS 335-336</b></p>				

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
DANIEL G. SAKAS, married, and LORA L. SAKAS, his wife	SAKAS CORNER, LTD, an Ohio Limited Liability Company	09/14/2000	10/04/2000 @ 2:36 pm	OR BK 1126 PGS 210-211	EXEMPT	WARRANTY DEED
		<p>Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30, and being more particularly described as follows:</p> <p><b>Being part of the 80.11 acre</b> tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:</p> <p>Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37), and the Northeast corner of Section 30, said point being North 44°46'37" East a distance of 42.46 feet from a 5/8 inch rebar set;</p> <p>thence South 00°10'46" East a distance of 632.00 feet to a point on the East line of Section 30;</p> <p>thence South 89°44'00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;</p> <p>thence, North 00°10'46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;</p> <p>thence, North 89°44'00" East a distance of 690.00 feet to the point of beginning, <b>containing 10.011 acres.</b></p> <p>APN: 049-02634-20</p> <p><b>Prior Deed Reference: OR 1120, PGS 599-600</b></p>				



DIST 05 CRS FAI – SR37/256 PARCEL 002-SH1/SH2 PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
ESTATE of GEORGE SAKAS, PROBATE CASE NO: 58669	DANIEL G. SAKAS	05/25/2000	08/04/2000 @11:15 am	OR BK 1120 PGS 599-600	EXEMPT	CERTIFICATE of TRANSFER
		<b>RE RECORD of OR 1118, PGS 335-336 to CORRECT FILING ORDER</b> Transfer of the Entire interest in the following: Situated in the County of Fairfield, State of Ohio and in the Township of Walnut: Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, <b>containing 80 and eleven one-hundredth acres.</b> Excepting therefrom the following tract: 2.62 acres Part of Parcel No 049-02634.00 Prior Deed Reference: OR BK 1118, PGS 335-336				
ESTATE of GEORGE SAKAS, PROBATE CASE NO: 58669	DANIEL G. SAKAS	05/25/2000	7/13/2000 @ 2:55 pm	OR BK 1118 PGS 335-336	EXEMPT	CERTIFICATE of TRANSFER
		Situated in the Township of Walnut, County of Fairfield, and State of Ohio: Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, <b>containing 80 and eleven one-hundredth acres.</b> <b>Prior Deed Reference: Deed BK 498, PGS 873-875</b>				

DIST 05 CRS FAI - SR37/256 PARCEL 002-SH1/SH2 PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
INDUSTRIAL BUILDING CORP., a Corporation	GEORGE SAKAS	07/28/1980	08/01/1980 @ 3:56 pm	DEED BK 498 PGS 873-875	EXEMPT	WARRANTY DEED
<p>Situated in the Township of Walnut, County of Fairfield, and State of Ohio: Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows: Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 1/2° West 28 chains and 84 links to a stone in the road; thence South 4 1/2° West 27 chains and 80 links to a stone; thence South 85 1/2° East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36 minutes East 27 chains and 80 links to the beginning, <b>containing 80 and eleven one-hundredth acres.</b> Subject to Lease to Sakas, Inc. Prior Deed Reference: Deed BK 401, PGS 496-498</p>						
George & Alexandra Sakas his wife	INDUSTRIAL BUILDING CORP., a Corporation	9/30/71	10/15/71 @ 9:53 am	DEED BK 401 PGS 496-498	48 <sup>00</sup>	warranty deed
<p>Subject to lease to Sakas Inc.</p>						



**SUBORDINATION TO A SUBSEQUENT ENCUMBRANCE**

\* \* \* \* \*

In Consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned **First Bremen Bank**, being the owner and holder of a certain mortgage from Paul Michael Wagner and Electa Darlene Wagner, dated December 10, 2003, and recorded December 16, 2003, at 2:15 p.m. as Volume 1321, Page 636, to secure the amount of \$100,000.00, in the Fairfield County Recorder's Office, Ohio, upon the following described premises, to wit:

Situated in the State of Ohio, County of Fairfield, Walnut Township, and being a part of the Southeast Quarter of Section 19, Township 16, Range 18, containing 6.94 acres more or less, and further described in Exhibit A attached hereto and incorporated herein by reference.

does hereby waive the priority of said mortgage and subordinate same in favor of a certain mortgage to First Bremen Bank, its successors and/or assigns made by Wagner Rentals, LLC, in the amount of \$1,810,000.00, executed on the 15 day of January, 2008, and recorded in Official Record Volume 1484, page 3012, Fairfield County Recorder's Office, Ohio, and upon the above described premises.

Executed this 15 day of January, 2008.

**First Bremen Bank**

By: Julie M Reynolds  
Title: VP

200800001493  
Filed for Record in  
FAIRFIELD COUNTY, OH  
GENE WOOD  
01-24-2008 At 03:15 PM.  
SUBORDINAT 32.00  
OR Book 1484 Page 3020 - 3021

**STATE OF OHIO**

**COUNTY OF Fairfield SS:**

Before me, a notary public in and for said County and State, personally appeared Julie M Reynolds, being an officer of First Bremen Bank, a corporation, who represented that he/she is a duly authorized officer of the corporation, and who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed as an officer of said corporation.

In testimony Whereof, I have set my hand and official seal at Fairfield County, on this 15 day of January, 2008.

Christopher S. Corby  
Notary Public, State of Ohio



CHRISTOPHER S. CORBY  
Notary Public, State of Ohio  
My Commission Expires November 24, 2008

Released  
OR 1736 Pg 955  
4/24/2017

Prepared by: **Thomas James Corbin, Attorney at Law**  
Lancaster, Ohio.



EXHIBIT "A"

07113079

Situated in the State of Ohio, County of Fairfield, Walnut Township, and being a part of the Southeast Quarter of Section 19, Township 16, Range 18, and being more particularly described as follows:

Beginning at an iron pin found at the Southeast corner of said Section 19, said beginning point being the intersection of the centerline of State Route #37 and Route #256;

thence with section line and the center of said State Route #256, South 89° 44' West 550.00 feet to a point;

thence leaving said road, North 550.00 feet to an iron pipe (passing an iron pipe at 30.00 feet);

thence North 89° 44' East 550.00 feet to a point on section line and in the center of State Route #37 (passing an iron pipe at 520.00 feet);

thence with section line and the center of said State Route #37, South 550.00 to the place of beginning, **containing 6.94 acres** and subject to all legal rights of way and easements of record.

Parcel No. 049-02533-10

Property Address: 950 Baltimore Somerset Road, Baltimore, Ohio 43105


201700006995  
 Filed for Record in  
 FAIRFIELD COUNTY, OH  
 GENE WOOD, COUNTY RECORDER  
 04-24-2017 At 08:46 am.  
 RELEASE 32.00  
 OR Book 1736 Page 957 - 957

RELEASE OF MORTGAGE BY SEPARATE INSTRUMENT


KNOW ALL MEN BY THESE PRESENTS, That the undersigned, **The First Bremen Bank, Now Known as The Vinton County National Bank, McArthur, Ohio, Successor by Merger to The First Bremen Bank**, (Mortgagee) in a certain mortgage given by **Wagner Rentals LLC, An Ohio Limited Liability Company** Mortgagor(s), and recorded in **VOLUME: 1484 PAGE: 3012 - 3019** of the Mortgage/Official Records of **FAIRFIELD** County, Ohio, does hereby certify that said mortgage has been fully paid and satisfied and that this certificate is executed for the purpose of satisfying, releasing and discharging said mortgage on the records of said county.

IN WITNESS WHEREOF, the said Vinton County National Bank, McArthur, Ohio (Mortgagee) has hereunto set its hand this **17** day of **April**, **2017**.

**VINTON COUNTY NATIONAL BANK  
 MCARTHUR, OHIO**

 Officers Name  
JULIA BOLEN  
VP Title

STATE OF OHIO, COUNTY OF VINTON, SS:  
 BE IT REMEMBERED, that on the  
 day **17** of **April**, **2017**, Before me, a Notary Public in and for said county and state, personally came  
 The Vinton County National Bank by and through **JULIA BOLEN, VICE PRESIDENT** and  
 acknowledged the signing of this mortgage release to be his/her voluntary act for the uses and  
 purposes therein mentioned and as an officer of said corporation.  
 IN TESTIMONY WHEREOF, I have mentioned hereunto subscribed my name and affixed my seal on  
 the year and day aforesaid.

 Notary Public  
 CAROL FABER  
 My commission expires **FEBRUARY 12, 2022**



**CAROL FABER**  
 Notary Public  
 In and For the State of Ohio  
 My Commission Expires **02/12/22**

THIS INSTRUMENT REPAIRED BY THE VINTON COUNTY NATIONAL BANK, MCARTHUR, OHIO

CM TITLE AGENCY

1/16 07113079

200800001492  
 Filed for Record in  
 FAIRFIELD COUNTY, OH  
 GENE WOOD  
 01-24-2008 At 03:15 pm.  
 MORTGAGE 76.00  
 OR Book 1484 Page 3012 - 3019

18-16-19+30

State of Ohio

Space Above This Line For Recording Data

## OPEN-END MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is Jan 15, 2008 and the parties and their addresses are as follows:

MORTGAGOR: **Wagner Rentals LLC, An Ohio Limited Liability Company**

7498 Ruffner Rd  
 BALTIMORE, OH 43105

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgages.

LENDER: **FIRST BREMEN BANK**

119 MAIN STREET BREMEN, OH 43107

Organized and Existing Under the Laws of THE STATE OF OHIO

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, upon the statutory condition and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender, with mortgage covenants, the following described property:

See Attached Exhibit "A"

The property is located in Fairfield at 77 1/2 +/- Acres and 950  
 (County)  
Baltimore Somerset Rd (6.94 ac.) Baltimore Ohio 43105  
 (Address) AKA Tract One (City) (ZIP Code)

Tract Two &amp; Three

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, 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 above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,810,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt): **A PROMISSORY NOTE DATED 01/15/2008 WITH AN INITIAL MATURITY 01/15/2023**

(e.g., borrower's name, note amount, interest rate, maturity date)

OHIO - AGRICULTURAL/COMMERCIAL MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 6)



- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
6. **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 Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property. Lender is authorized to do all things provided to be done by a mortgage under Section 1311.14 of the Ohio Revised Code.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, 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 make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
8. **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 any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.
9. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation 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 Mortgage.
10. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
  - A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
  - B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
  - C. Other than disclosed in writing Mortgagor has not changed its name within the last ten 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 its existing name, trade names and franchises until the Secured Debt is satisfied.
11. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

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 Mortgage. Mortgagor shall 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 for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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EXHIBIT "A"

File Number 07113079

TRACT ONE:

Situated in the State of Ohio, County of Fairfield, Walnut Township, and being a part of the Southeast Quarter of Section 19, Township 16, Range 18, and being more particularly described as follows:

Beginning at an iron pin found at the Southeast corner of said Section 19, said beginning point being the intersection of the centerline of State Route #37 and Route #256;

thence with section line and the center of said State Route #256, South 89° 44' West 550.00 feet to a point;

thence leaving said road, North 550.00 feet to an iron pipe (passing an iron pipe at 30.00 feet);

thence North 89° 44' East 550.00 feet to a point on section line and in the center of State Route #37 (passing an iron pipe at 520.00 feet);

thence with section line and the center of said State Route #37, South 550.00 to the place of beginning, containing 6.94 acres and subject to all legal rights of way and easements of record.

Parcel No. 049-02533-10

Property Address: 950 Baltimore Somerset Road, Baltimore, Ohio 43105

TRACT TWO:

Situated in the State of Ohio, County of Fairfield, Walnut Township and being more particularly described as follows:

Known and distinguished by being a part of the North East Quarter of Section Thirty (30), Township No. Sixteen (16), Range No. Eighteen (18) and bounded and described as follows:

Beginning at a stone in the center of the crossroads at the North East corner of the said Section No. Thirty (30); thence North 85 ½

West 28 chains and 84 links to a stone in the road; thence South 4 ½

West 27 chains and 80 links to a stone; thence South 85 ½

East 28 chains and 78 links to a stone in the center of the road; thence North 4° and 36' East 27 chains and 80 links to the beginning, containing 80 and eleven one-hundredth acres.

EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS:

Tract One:

Being a part of the Northeast Quarter of Section 30, Township 16 (Walnut), Range 18, Fairfield County, Ohio; bounded and beginning at a nail in the North line of said section also being the centerline of State Route 256 which bears West 817.8 feet from the Northeast corner of said quarter section; thence South 380.0 feet to an iron pipe, passing an iron pipe at 30.0 feet; thence West 300.0 feet to an iron pipe; thence North 380.0 feet to a nail in said section and centerline passing an iron pipe at 350.0 feet; thence East with said section and centerline 300.0 feet to the place of beginning; containing 2.62 acres, more or less.

Tract Two:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30;

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37) and the Northeast corner of Section 30, said point being North 44° 46' 37" East a distance of 42.46 feet from a 5/8 inch rebar set; thence, South 00° 10' 46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89° 44' 00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence North 00° 10' 46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89° 44' 00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.

## EXHIBIT "A" CONTINUED

File Number 07113079

Bearings are based on the North line of the Northeast Quarter Section 30 being North 89° 44' 00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Leaving in said parcel herein to be conveyed 67.48 acres.

Parcel Number 049-02634-00

Property Address: 835 Baltimore Somerset Road, Baltimore, Ohio 43105

TRACT THREE:

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 30;

Being part of the 80.11 acre tract described in a deed to George Sakas as recorded in Volume 498, Page 873 and being more fully described as follows:

Beginning in the intersection of Baltimore-Somerset Road (State Route 256) and Lancaster-Newark Road (State Route 37) and the Northeast corner of Section 30, said point being North 44° 46' 37" East a distance of 42.46 feet from a 5/8 inch rebar set;

thence, South 00° 10' 46" East a distance of 632.00 feet to a point on the East line of Section 30;

thence, South 89° 44' 00" West, passing a 5/8 inch rebar set at 30.00 feet, a distance of 690.00 feet to a 5/8 inch rebar set;

thence North 00° 10' 46" West, passing a 5/8 inch rebar set at 602.00 feet, a distance of 632.00 feet to a point on the North line of Section 30;

thence, North 89° 44' 00" East a distance of 690.00 feet to the point of beginning, containing 10.011 acres.

Bearings are based on the North line of the Northeast Quarter Section 30 being North 89° 44' 00" East by a previous survey of 6.94 acre tract described in Deed Volume 572, Page 140, and are used to denote angles only. Rebars set are 5/8 inch by 36 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". This description is based on a survey made in August, 2000 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.



12. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties 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. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall 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 Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

13. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, and conveys to Lender as additional security all the right, title and interest in and to any and all:
- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
  - B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, 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.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one month's rent, 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. Any amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing the Property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, and commissions to rental agents, and to any other necessary related expenses including Lender's attorneys' fees and court costs.

Mortgagor agrees that this assignment is immediately effective between the parties to this assignment and effective as to third parties on Mortgagor's default when Lender takes actual possession of the Property, when a receiver is appointed, when Lender commences a foreclosure on the property or as the law otherwise provides, and this assignment will remain effective during any redemption period until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding and Mortgagor agrees that actual possession of the Property is deemed to occur when Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due and to become due directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rents.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also warrants and agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. 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 obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

14. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
15. **DEFAULT.** Mortgagor will be in default if any of the following occur:
- A. Any party obligated on the Secured Debt fails to make payment when due;
  - B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
  - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
  - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
  - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
  - F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
  - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

16. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgage is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences



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

17. **CONFESSION OF JUDGMENT.** In addition to Lender's remedies listed herein, Mortgagor authorizes any attorney to appear in a court of record and confess judgment, without process, against Mortgagor, in favor of Lender, for any sum unpaid and due on the Secured Debt, together with costs of suit.
18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES, COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.
19. **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 substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:
  - A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
  - B. 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. 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. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
  - F. 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 Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
  - L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage 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.
20. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. 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 shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.



**21. INSURANCE.** Mortgagor agrees to maintain insurance as follows:

Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, 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), under a form of policy acceptable to Lender.

**22. NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

**24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

**25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

**26. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**27. OTHER WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any rights of appraisal, marshalling of liens and assets, 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.



28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:

- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- ☐ **Crops; Timber; Minerals; Rents, Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. **OTHER TERMS.** If checked, the following are applicable to this Mortgage:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☐ **Additional Terms.**

30. **WAIVER OF JURY TRIAL.** To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each part had the opportunity to do so.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated \_\_\_\_\_.

**IN THIS NOTICE "YOU" MEANS THE MORTGAGOR.**  
**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.**

Entity Name: Wagner Rentals LLC, An Ohio  
Limited Liability Company

Entity Name: \_\_\_\_\_

Electa Darlene Wagner  
 (Signature) Electa Darlene Wagner, Member (Date)

(Signature) \_\_\_\_\_ (Date)

Paul M Wagner  
 (Signature) Paul M Wagner, Member (Date)

(Signature) \_\_\_\_\_ (Date)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
 (Individual) This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_  
 My commission expires: \_\_\_\_\_  
 (Seal)

(Notary Public)

STATE OF Ohio, COUNTY OF Fairfield } ss.  
 (Business or Entity Acknowledgments) This instrument was acknowledged before me this 15th day of January 2008  
 by Electa Darlene Wagner Member, Paul M Wagner Member

of Wagner Rentals LLC

a Limited Liability

My commission expires: \_\_\_\_\_

(Seal)

JULIE M. REYNOLDS

Notary Public, State of Ohio

My Commission Expires December 18, 2008

(Name of Business or Entity)  
 on behalf of the business or entity.

(Notary Public)

This instrument was prepared by First State of Ohio  
 119 Main St., Bremen, OH 43107

**AFFIDAVIT**

201700005858  
 Filed for Record in  
 FAIRFIELD COUNTY, OH  
 GENE WOOD, COUNTY RECORDER  
 04-06-2017 At 12:12 pm.  
 AFFID LEASE 56.00  
 OR Book 1734 Page 4485 - 4485

STATE OF OHIO )  
 ) SS.  
 COUNTY OF FAIRFIELD )

The undersigned ("Affiant") being first duly sworn at the time and place hereinafter set forth, deposes and says that Affiant is the owner of the Property defined below and has knowledge of the facts set forth herein. This Affidavit is given with respect to the real property located in the Township of Walnut, Fairfield County, Ohio being known as Parcel No. 0490253310 and Parcel No. 0490263420 (the "Property").

Affiant says that no oil or gas is being produced on the Property, nor are any drilling operations therefor being conducted thereon; that no oil or gas land or delay rentals are being secured for said Property by or through any lease or otherwise.

This affidavit is made by Affiant for the purposes of substantiating the invalidity and ineffectiveness of the following unreleased oil and gas lease given by Affiant on said Property: Oil & Gas Lease from Wagner Rentals LLC, an Ohio limited liability company to Belden & Blake Corporation filed for record December 22, 2008 in Official Record Book 1506, Page 899 of the Fairfield County Records and the Extension of Lease from Wagner Rentals LLC Belden & Blake Corporation filed for record August 11, 2010 in Official Record Book 1548, Page 462 of the Fairfield County Records. ✓

Further, Affiant sayeth naught.

**Wagner Rentals, LLC,**  
 an Ohio limited liability company

By: E. Kubie [Signature]  
 Its: Member

STATE OF OHIO )  
 ) SS.  
 COUNTY OF FAIRFIELD )

Before me, a Notary Public in and for said County and State, personally appeared E. Darlene Wagner, the Member of WAGNER RENTALS, LLC, an Ohio limited liability company who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official at Baltimore, Ohio, this 31<sup>st</sup> day of MARCH, 2017.

Notary Public  
 in and for the State of Ohio  
 My Commission Expires  
 Lifetime Commission  
 JAMES L. KELLER



NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Instrument prepared by: Lori Hans Esq



**AFFIDAVIT**

STATE OF OHIO )  
 ) SS.  
COUNTY OF FAIRFIELD )

201700005857  
Filed for Record in  
FAIRFIELD COUNTY, OH  
GENE WOOD, COUNTY RECORDER  
04-06-2017 At 12:12 pm.  
AFFID LEASE 52.00  
OR Book 1734 Page 4484 - 4484

The undersigned ("Affiant") being first duly sworn at the time and place hereinafter set forth, deposes and says that Affiant is the owner of the Property defined below and has knowledge of the facts set forth herein. This Affidavit is given with respect to the real property located in the Township of Walnut, Fairfield County, Ohio being known as Parcel No. 0490253310 (the "Property").

Affiant says that no oil or gas is being produced on the Property, nor are any drilling operations therefor being conducted thereon; that no oil or gas land or delay rentals are being secured for said Property by or through any lease or otherwise.

This affidavit is made by Affiant for the purposes of substantiating the invalidity and ineffectiveness of the following unreleased oil and gas lease given by Affiant's predecessor in title on said Property: Oil & Gas Lease from Emerald E. Soliday and Electa A. Soliday to Lynn Oil & Gas Company filed for record March 7, 1964 in Volume 54, Page 86 of the Fairfield County Records. ✓

Further, Affiant sayeth naught.

**Wagner Rentals, LLC,**  
an Ohio limited liability company

By: E. Danelene Wagner  
Its: Member

STATE OF OHIO )  
 ) SS.  
COUNTY OF FAIRFIELD )

Before me, a Notary Public in and for said County and State, personally appeared E. Danelene Wagner, the Member of WAGNER RENTALS, LLC, an Ohio limited liability company who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official at Cincinnati, Ohio, this 31<sup>st</sup> day of March, 2017.

[Signature]  
**NOTARY PUBLIC**

My commission expires: \_\_\_\_\_

Instrument prepared by: Lori Hans Esq

Notary Public  
in and for the State of Ohio  
My Commission Expires  
Lifetime Commission  
JAMES L. KELLER





201300007769  
Filed for Record in  
FAIRFIELD COUNTY, OH  
GENE WOOD, COUNTY RECORDER  
04-11-2013 At 12:25 PM.  
ASSIGN LEA 72.00  
OR Book 1629 Page 2460 - 2465

**CONVEYANCE OF OVERRIDING ROYALTY INTEREST (Belden New Fair)**

This Conveyance of Overriding Royalty Interest (this "**Conveyance**"), dated February 28, 2013, but effective as of September 1, 2012, is from Belden & Blake Corporation, an Ohio Corporation (referred to as "**Assignor**"), having an address of 1001 Fannin, Suite 800, Houston, Texas 77002 to Belden & Blake Corporation, an Ohio Corporation (referred to as "**Assignee**"), all having an address of 1001 Fannin, Suite 800, Houston, Texas 77002. Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

FOR AND IN CONSIDERATION of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby CONTRIBUTE, TRANSFER, ASSIGN, GRANT and CONVEY unto Assignee, subject to the terms and conditions hereof, an overriding royalty interest in and to each of the oil, gas and mineral leases described on Exhibit "A" attached hereto (collectively, the "**Leases**") equal to the positive difference between existing burdens and 20.0%, if any, (i.e. thereby reducing the net revenue interest to 80.0%) proportionately reduced to the working interest owned by Assignor, of all oil and gas produced and saved from the Leases or used off of the Leases (the "**Overriding Royalty Interest**"), IN SO FAR AND ONLY IN SO FAR as the Leases cover those subsurface depths located from the stratigraphic equivalent of 300 feet below the top of the Queenston formation, as encountered at a measured subsurface depth of 5,302 feet, to the stratigraphic equivalent of the top of the Black River formation, as encountered at a measured subsurface depth of 7,030 feet, each as shown on the type well log for the Huston Unit #1 Well, API # 34-157-25468, located in Clay Township, Tuscarawas County, Ohio

TO HAVE AND TO HOLD the Overriding Royalty Interest, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever.

This Conveyance is made and accepted expressly subject to the following terms and conditions:

1. Assignee shall have the right and option at any time and from time to time to take in-kind all or any portion of the Overriding Royalty Interest share of oil and/or gas. Such right and option may be exercised by giving thirty (30) days' prior written notice to Assignor. For oil not taken in-kind, the Overriding Royalty Interest shall be determined based on the market value of the oil at the point of sale determined by reference to third-party, arm's length sales, but which shall never be less than the sales proceeds of the oil. For gas not taken in-kind, including casinghead gas and other gaseous substances and liquid constituents of such gas, the Overriding Royalty Interest shall be determined based on the market value of the gas at the point of sale determined by reference to third-party, arm's length sales, but which shall never be less than the sales proceeds of the gas.

2. The Overriding Royalty Interest shall be free and clear of, and shall bear no burden or part of, any costs and expenses of exploration, drilling, testing, completing, development, production or operation, including (a) any fuel costs for operation of any of the Leases or lands pooled therewith (or the proportionate part of fuel oil or fuel gas consumed in any jointly-used plants or facilities, or the costs thereof, if any of the Leases are jointly operated with other lands through use of such plants or facilities), (b) costs and expenses of repressuring and pressure maintenance of producing formations and (c) costs and expenses for chemicals, electricity, water injection and disposal and any other lease operating expenses. Such items shall not be deducted in determining the volume of oil or gas produced from the Leases nor in calculating the Overriding Royalty Interest. The Overriding Royalty Interest shall bear its proportionate share of any costs and expenses of gathering, handling, processing, treating, compression, transportation and marketing; and such costs and expenses shall be deducted in determining Overriding Royalty Interest payments. All ad valorem, production and severance taxes chargeable against the Overriding Royalty Interest shall be paid by Assignee.

3. The Overriding Royalty Interest shall be calculated each calendar month and shall be paid within thirty (30) days of the relevant production month. Each payment shall be accompanied by a statement detailing the calculation of the amount due, including the volume of oil and/or gas produced from the Leases and the market value prices used in such calculation. If any payment of the Overriding Royalty Interest is not made within the required time, then the unpaid amount shall accrue simple interest from the due date until the date payment is made at the lesser of (a) the interest rate announced by Wells Fargo Bank Texas, N.A. as its prime interest rate on the first business day of the calendar month in which interest begins to accrue and thereafter on the first business day of each succeeding calendar month, plus two percent (2%) or (b) the maximum rate of interest allowed by applicable law.

4. Assignee shall have the right to require that the meters and/or other equipment utilized for measurement be tested at reasonable intervals, and the right to witness the testing, all in accordance with procedures to be agreed upon by the Parties in good faith. Assignee, upon notice in writing to Assignor, shall have a right, within the twenty-four (24) month period following the end of a calendar year, to access Assignor's records and work sites, including any facilities used for measurement of production from the Leases, and to Assignor's personnel, in order to audit Assignor's accounts and records relating to the Overriding Royalty Interest for such calendar year.

5. Any extensions, renewals, substitute leases or amendments of the Leases shall be subject to this Conveyance, and the Overriding Royalty Interest shall apply to each such extension, renewal, substitute lease, modification or amendment. If within twelve (12) months after the expiration, release or termination of a Lease, Assignor, or any affiliate, successor, assign, agent or representative of either Assignor, acquires an interest in all or any portion of the lands covered by such Lease, the interest acquired shall be subject to this Conveyance, and the Overriding Royalty Interest shall apply to each such acquisition. In the event of any of the foregoing, the extension, renewal, substitute lease, modification, amendment or new acquisition, as applicable, shall be deemed to be a "*Lease*" (as such term is used herein) for all purposes hereof.

6. Assignor agree that they will conduct and carry on the development, maintenance and operation of the Leases with reasonable and prudent business judgment in accordance with good oilfield practices, and that it will drill such wells as a reasonably prudent operator would drill from time to time



(a) in order to protect the Leases from drainage and (b) in order to reasonably develop any commercial discoveries on the Leases.

7. Assignee grant Assignor the right, without further approval by Assignee, to pool the Leases and the Overriding Royalty Interest, or portions thereof, with other lands or leases to form one or more pooled units, in accordance with (i) the pooling authority granted by the Leases and/or (ii) any agreement subsequently entered into by the holder of the Leases with any lessor in regard to pooling. As to each pooled unit so created, the overriding royalty interest assigned to Assignee shall be reduced in the proportion that the net mineral acreage covered by the Leases so pooled bears to the total net mineral acreage included in the pooled unit.

8. If a Lease covers less than one-hundred percent (100%) of the mineral interest, the overriding royalty interest assigned to Assignee as to that Lease shall be reduced in the proportion that the net mineral interest covered by the Lease bears to one-hundred percent (100%) of the mineral interest.

9. Assignor and Assignee intend that the contribution of the Overriding Royalty Interest to Assignees in exchange for the Interests in the Assignee will be treated as a tax-free exchange described in Section 721(a) or Section 1031, whichever is applicable, of the Internal Revenue Code of 1986, as amended.

10. This Conveyance shall inure to the benefit of and be binding on the Parties and their respective heirs, legal representatives, successors and assigns. Any assignment of a Lease (or any interest therein) shall require that the transferee assume, be bound by, and agree to comply with, the provisions of this Conveyance. The provisions of this Conveyance shall be covenants running with the lands covered by the Leases.

11. Assignor hereby warrants title to the Overriding Royalty Interest unto Assignee against every person or entity lawfully claiming or to claim the same or any part thereof by, through or under Assignor or its affiliates, but not otherwise. The Parties acknowledge and agree that the foregoing warranty shall constitute and be considered a special warranty of title by, through and under Assignor under applicable law.

12. EXCEPT WHERE PROHIBITED BY THE LAW OF THE STATE IN WHICH THE RELEVANT LEASE IS LOCATED, THIS CONVEYANCE AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICTS OF LAW RULES OR PRINCIPLES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

13. This Conveyance is made subject to the execution and acceptance of this Conveyance by Assignee.

14. Assignor and Assignee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Conveyance.



15. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE OR ENFORCEABLE, THE PROVISIONS IN THIS CONVEYANCE IN ALL CAPS FONT ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY APPLICABLE LAW.

16. This Conveyance may be executed in multiple counterparts, each of which shall be deemed an original instrument for all purposes, but all such counterparts together shall constitute but one instrument. No Party shall be bound until such time as all of the Parties have executed counterparts of this Conveyance.

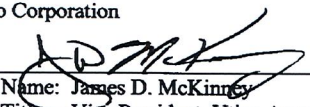
17. All references in this Conveyance to Exhibits, Sections, subsections, clauses and other subdivisions refer to the corresponding Exhibits, Sections, subsections, clauses and other subdivisions of or to this Conveyance unless expressly provided otherwise. The words "this Conveyance," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Conveyance as a whole and not to any particular Section, subsection, clause or other subdivision unless expressly so limited. The word "including" (in its various forms) means including without limitation. Exhibits referred to herein are attached to and by this reference incorporated herein for all purposes.

*[Signature and Acknowledgment Pages Follow]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Conveyance as of the date first written above.

ASSIGNOR

BELDEN & BLAKE CORPORATION,  
An Ohio Corporation

By:   
Name: James D. McKinney  
Title: Vice President, Utica Assets *DS*

ASSIGNEE

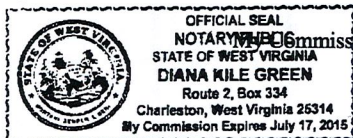
BELDEN & BLAKE CORPORATION,  
An Ohio Corporation

By:   
Name: James D. McKinney  
Title: Vice President, Utica Assets *DS*

ACKNOWLEDGMENTS

STATE OF WEST VIRGINIA                    )  
  ) §  
COUNTY OF KANWAHA                    )

The foregoing instrument was acknowledged before me this 17th day of February, 2013 by James D. McKinney, as the Vice President, Utica Assets of Belden & Blake Corporation, on behalf of the corporation.



Commission Expires: July 17, 2015

  
Notary Public

Prepared by:  
EnerVest Operating, L.L.C  
300 Capitol Street, Suite 200  
Charleston, WV 25301



**EXHIBIT "A"**  
Attached to and made part of that certain Conveyance of Overriding  
Royalty (Fairfield) dated February 4, 2013

LEASE	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	RECORDING	STATE	COUNTY	TOWNSHIP
BLO040498	ALEXANDER, CHRIS T & GRACE L, H/W	BELDEN & BLAKE CORPORATION	11/6/2008	1504	204	200800020453	OH	FAIRFIELD	WALNUT
BLO040499	THE DIANE KAY STAMBAUGH BRITCH REVOCABLE TRUST DATED 10/24/2007	BELDEN & BLAKE CORPORATION	11/6/2008	1504	198	200800020451	OH	FAIRFIELD	PLEASANT
BLO040500	STRENG, LEOTA M. & BYRON HENRY H/W	BELDEN & BLAKE CORPORATION	11/6/2008	1504	195		OH	FAIRFIELD	PLEASANT
BLO040501	STRENG, BYRON HENRY & LEOTA M H/W	BELDEN & BLAKE CORPORATION	11/6/2008	1504	201		OH	FAIRFIELD	PLEASANT
BLO040518	WAGNER RENTALS LLC	BELDEN & BLAKE CORPORATION	12/22/2008	1506	899	200800022693	OH	FAIRFIELD	WALNUT
BLO040819	KING, LINDA K (WIDOW)	BELDEN & BLAKE CORPORATION	11/8/2010	1555	2930	201000018501	OH	FAIRFIELD	WALNUT