

TITLE REPORT

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

42 YEAR REPORT ABBREVIATED REPORT UPDATE

INSTRUCTION:

(1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.

(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 Baltimore, OH 43105	NA N/A	 100%
Members: Todd Taylor Mandy Taylor		
TODD TAYLOR CHAOS, LLC		
Mailing Address: 8010 Newark Lancaster Road 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		

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES** (From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Situated in the Township of 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, Pleasantville, OH 43148		
202100023552 MORTGAGOR: HEARTLAND BANK 6887 East Main Street Reynoldsburg, OH 43068 MORTGAGEE: JTBD Investments, LLC, an Ohio limited liability company 8010 Newark Lancaster Road Baltimore, OH 431045	8/27/2021	\$475,000.00
202100023552 MORTGAGOR: HEARTLAND BANK 6887 East Main Street Reynoldsburg, OH 43068 MORTGAGEE: JTBD Investments, LLC, an Ohio limited liability company 8010 Newark Lancaster Road Baltimore, OH 431045	8/27/2021	\$380,000.00

(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
OR BK 1816 PGS 2735-2737 LESSOR: CHAOS, LLC 8010 Lancaster-Newark Road Baltimore, OH 43105 LESSEE: Kennedy Outdoor Advertising LLC 9327 Martinsburg Road St. Louisville, OH 43071		
	Advertising Land Lease \$200.00/monthly	15 yrs

(3-C) **EASEMENTS**

Name & Address	Type
OR BK 1804 PGS 447-451 GRANTOR: CHAOS, LLC, an Ohio limited liability company 8010 Lancaster-Newark Road Baltimore, OH 43105 GRANTEE: Walnut Creek Sewer District 1700 Leitnaker Road NE Thurston, OH	
	SEWER EASEMENT
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 Baltimore, OH 43105 GRANTEE: STATE OF OHIO, DEPARTMENT OF TRANSPORTATION 9600 Jacksontown Road Jacksontown, OH 43130	
	ROW SH Easement

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

HIGHWAY EASEMENT

Easement Book H2, Pages 626-627, recorded 12/17/1951 at 3:00 pm
GRANTOR: Frank C. Miller
GRANTEE: STATE OF OHIO

(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: FAIRFIELD Township: WALNUT School District: LIBERTY UNION-THURSTON LSD

AUD. PAR. NO(S)	Land 35%	Building 35%	Total 35%	Taxes
049-02544-00	\$16,310.00	\$11,690.00 \$58,430.00	\$28,000.00 \$74,740.00	\$739.43/half \$1,478.86/year Per Auditor New Tax Info being calculated

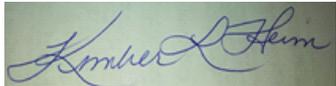
(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: No:

Comments:

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)

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 9/07/2021 @ 3:42pm (am/pm)

Signed



Print Name

Kimber L. Heim

Comments from the agent who prepared the Title Update

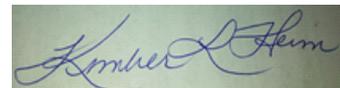
New owner finally took title last week of August 2021.

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

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

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, an Ohio limited liability company	JTBD Investments, LLC, an Ohio limited liability company	08/27/2021	09/08/2021 @ 10:27am	Inst 202100023551	\$400.00	GENERAL WARRANTY DEED
		<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio and being further bounded and described as follow:</p> <p>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.</p> <p>APN: 049-02544-00</p> <p>Prior Deed Reference: OR BK 1729, PGS 1874-1875, Inst 201700000705</p>				
Thomas O. Weidner and Ruth Ann Weidner, husband and wife	CHAOS, LLC, an Ohio limited liability company	01/05/2017	01/11/2017 @ 3:13pm	OR BK 1729 PGS 1874-1875	\$360.00	WARRANTY DEED
		<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>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.</p> <p>APN: 049-02544-00</p> <p>Prior Deed Reference: Deed Volume 598, Page 355 Deed Volume 628, Page 248</p>				

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
Thomas O. Weidner, aka Thomas Oscar Weidner and Ruth Ann Weidner, husband and wife	Thomas O. Weidner and Ruth Ann Weidner, husband and wife	08/24/1994	08/26/1994 @ 1:55pm	DEED VOL 628 PGS 248-250	EXEMPT	SURVIVORSHIP DEED
<p>PARCEL ONE: Not in acquisition area</p> <p>PARCEL TWO: Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>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.</p> <p>Prior Deed Reference: Deed Vol 598, Pages 355-356</p> <p>PARCEL THREE: Not in acquisition area.</p>						
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
<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>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.</p> <p>Prior Deed Reference: Mortgage Vol 565, Pages 498-502 (Land Installment Contract)</p>						

DIST 05

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PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Mary Virginia Watson, married	Thomas O. Weidner and Ruth Ann Weidner	11/30/1988	12/06/1988 @ 9:50am	MTG VOL 565 PGS 498-502	N/A	LAND INSTALLMENT CONTRACT
<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>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.</p> <p>Land Contract Satisfied 12/17/1991</p> <p>Prior Deed Reference: Deed Vol 499, Pages 847-848</p>						
Carol Ardrey and Phillip Ardrey, Wife and Husband	Mary Virginia Watson	09/01/1980	09/16/1980 @2:53pm	DEED BK 499 PGS 847-848	\$1.00	Quit Claim Deed
<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>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.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>Prior Deed Reference: Deed Vol 499, Page 17</p>						

DIST 05

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PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Wanda Stevens, unremarried widow, Vera 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	Mary Virginia Watson	08/26/1980	09/16/1980 @ 2:52pm	DEED BK 499 PGS 843-846	\$11.50	Quit Claim Deed
		<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>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.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>Prior Deed Reference: Deed Vol 499, Page 17</p>				
Roger Eyman, unmarried	Mary Virginia Watson	09/08/1980	09/16/1980 @ 2:51pm	DEED VOL 499 PGS 841-842	\$1.00	Quit Claim Deed
		<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>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.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>Prior Deed Reference: Deed Vol 499, Page 17</p>				

DIST 05

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PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Larry Eyman and Dawn Eyman, Husband & Wife	Mary Virginia Watson	08/31/1980	09/16/1980@ 2:50pm	DEED VOL 499 PGS 839-840	\$1.00	Quit Claim Deed
<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>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.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>Prior Deed Reference: Deed Vol 499, Page 17</p>						
Stella G. Miller, aka Estella Miller, Estella G. Miller, deceased Probate Case: 43284	Wanda Stevens, Undivided ¼ interest Vera O'Conner Chapman, Undivided ¼ interest Mary Virginia Watson, Undivided 1/12 interest Helen Emswiler, Undivided 1/12 interest Margaret Knepper, Undivided 1/12 interest Kathleen Barrett, Undivided 1/12 interest Ronald Eyman, Undivided 1/12 interest Carol Ardrey, Undivided 1/36 interest Larry Eyman, Undivided 1/36 interest Roger Eyman, Undivided 1/36 interest	07/31/1980	08/08/1980 @ 1:10pm	DEED VOL 499 Pages 17-20	EXEMPT	Certificate of Transfer No. 1
<p>Situated in the Township of Walnut, County of Fairfield and State of Ohio:</p> <p>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.</p> <p>Subject to Lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, dtd 09/07/1965, recorded in Lease Volume 58, Page 330</p> <p>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</p>						

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PARCEL 006- SH1,T1,T2

PID 110412

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Mary C. Miller Rhoads and Raymond Rhoads, her husband	Estella Miller	01/27/1965	06/15/1965@10:24 am	Deed Vol 339, Pgs 70-72	\$1.10	WARRANTY DEED
		<p>PARCEL ONE: NOT SUBJECT PARCEL</p> <p>PARCEL TWO: An undivided 1/14th interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less NOT IN TAKE AREA</p> <p>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.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345 Certificate of Transfer, Original Deed 183, Page 218</p>				
Walter L. Miller and Dorothy Miller, his wife	Estella Miller	11/9/1964	01/19/1965 @ 11:45 am	Deed Vol 335, Pages 433-435	\$1.10	WARRANTY DEED
		<p>PARCEL ONE: NOT SUBJECT PARCEL</p> <p>PARCEL TWO: An undivided 1/14th interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less NOT IN TAKE AREA</p> <p>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.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>				

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
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
		<p>PARCEL ONE: NOT SUBJECT PARCEL</p> <p>PARCEL TWO: An undivided 1/14th interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less NOT IN TAKE AREA</p> <p>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.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>				
Florence E. Miller LaRue and Luther M. LaRue, her husband	Estella Miller	12/12/1964	01/19/1965 @ 11:43 am	Deed Vol 335, Pages 427-429	\$1.10	WARRANTY DEED
		<p>PARCEL ONE: NOT SUBJECT PARCEL</p> <p>PARCEL TWO: An undivided 1/14th interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less NOT IN TAKE AREA</p> <p>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.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>				

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
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
		<p>PARCEL ONE: NOT SUBJECT PARCEL</p> <p>PARCEL TWO: An undivided 1/14th interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less NOT IN TAKE AREA</p> <p>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.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>				
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
		<p>PARCEL ONE: NOT SUBJECT PARCEL</p> <p>PARCEL TWO: An undivided 1/14th interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less NOT IN TAKE AREA</p> <p>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.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>				

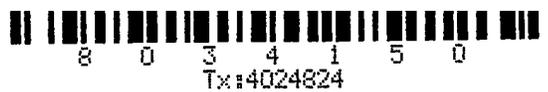
DIST 05

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
Dottie C. Miller Cook, Unmarried	Estella Miller	06/15/1964	01/19/1965 @ 11:40 am	Deed Vol 335, Pages 418-420	\$1.10	WARRANTY DEED
		<p>PARCEL ONE: NOT SUBJECT PARCEL</p> <p>PARCEL TWO: An undivided 1/14th interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18...Tract 1, containing 2.51 acres more or less NOT IN TAKE AREA</p> <p>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.</p> <p>Prior Deed Reference: Deed Volume 334, Pages 343-345, Vol 229, Pg 434, and Certificate of Transfer, Original Deed 183, Page 218</p>				



202100023551

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

TRANSFERRED

SEP 08 2021 *U*

Jim A. Slater, Jr.
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE

FEE \$ 470

EXEMPT #

Jim A. Slater, Jr.
County Auditor, Fairfield County, Ohio

General Warranty Deed

(pursuant to O.R.C. 5302.01 through O.R.C. 5302.06) *2 of 4*

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 Heiger Road, Millersport, OH 43046, the following real property:

See Exhibit A attached hereto and made a part hereof.

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.

Executed this 27th day of August, 2021.

GRANTOR:

Chaos, LLC, an Ohio limited liability company

By: Jeffrey P. Watson
Jeffrey P. Watson, its sole member

State of Ohio)
County of Licking)

The foregoing instrument was acknowledged before me this 27th 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.

Ruth Floyd
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

EXHIBIT A

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



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

4084

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 loan 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 loan 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 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

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

**MORTGAGE
(Continued)**

Page 3

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 preserve the Property.

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 title 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:

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 other person. Should the Real Property be located in an area designated by the 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, Grantor shall 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

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 and deposits with Lender monies or a surety bond for 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)

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 disqualify 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

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 Lender's legal expenses, whether or not there is a lawsuit, including 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. Grantor also will pay any court costs, in addition to all other sums provided by 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.

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

By: [Signature]
Mandy J. Taylor, Member of JTBD Investments, LLC, an Ohio limited liability company

By: [Signature]
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 Ohio)
) SS
County of Franklin)

This instrument was acknowledged before me on August 27, 20 21 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.

[Signature]
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)

_____, 20_____, _____, Ohio

The conditions and obligations of this Mortgage have been complied with, and therefore this Mortgage is hereby satisfied and discharged.

Attest:

Heartland Bank

By:

LaserPro, Ver. 20.4.0.038 Copr. Finastra USA Corporation 1997, 2021. All Rights Reserved.

- OH C:\DISTRIB\CFILPL\G03.FC TR-6090 PR-2

EXHIBIT "A"

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.

202100023552

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

306 4

OPEN - END MORTGAGE

MAXIMUM LIEN: The Maximum Amount of Loan Indebtedness secured by this Open-End Mortgage is \$475,000.00. The words "Maximum Amount of Loan Indebtedness" as used in this Mortgage mean the maximum unpaid balance of loan 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 loan 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 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

**MORTGAGE
(Continued)**

Page 2

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

**MORTGAGE
(Continued)**

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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 preserve the Property.

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 title 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:

**MORTGAGE
(Continued)**

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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 other person. Should the Real Property be located in an area designated by the 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, Grantor shall 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

**MORTGAGE
(Continued)**

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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 and deposits with Lender monies or a surety bond for 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)

**MORTGAGE
(Continued)**

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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 disqualify 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

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 Lender's legal expenses, whether or not there is a lawsuit, including 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. Grantor also will pay any court costs, in addition to all other sums provided by 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

**MORTGAGE
(Continued)**

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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 **\$475,000.00** 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, 2031. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

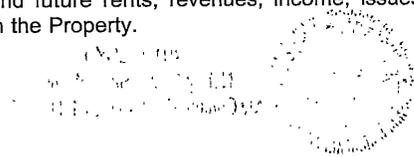
Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all 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.



MORTGAGE
(Continued)

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

By: [Signature]
Mandy J. Taylor, Member of JTBD Investments, LLC,
an Ohio limited liability company

By: [Signature]
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 Ohio)
) SS
County of Franklin)

This instrument was acknowledged before me on August 27th, 20 21
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.



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

[Signature]
Notary Public in and for the State of Ohio

(Printed Name)

My commission expires: _____

**MORTGAGE
(Continued)**

SATISFACTION AND DISCHARGE OF MORTGAGE

(To be used only when obligations have been paid in full)

_____, 20____, _____, Ohio

The conditions and obligations of this Mortgage have been complied with, and therefore this Mortgage is hereby satisfied and discharged.

Attest:

Heartland Bank

By:

EXHIBIT "A"

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.

202000004148
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD, COUNTY RECORDER
 02-28-2020 At 03:07 PM.
 LEASE 62.00
 OR Book 1816 Page 2735 - 2737

Land Lease Agreement

On this day-

Landowner, (Lessor), Chaos LLC - enters in to lease agreement with
 sign owner, (Lessee), Kennedy Outdoor Advertising LLC under the written conditions
 that follow:

This agreement shall be binding to any other party assuming control or ownership of said property.

Sign Location- Billboard will be located at: 8010 Lancaster-Newark Rd NE Baltimore, OH
Parcel # - (0490254400) 43105
 Township: Walnut TWP
 County: Fairfield County

Duration of lease is to be 15 years from the date of signing. Lessee has option to renew this agreement every five years there after but would be required to increase land lease payment to Lessor by 5% each time lease is renewed.

The location of the billboard on the above listed premises must be mutually agreed upon by Lessor and Lessee before billboard structure is placed on the Lessor's property. Lessee agrees to place (1) billboard structure on the premises.

(Lessee) agrees to pay (Lessor) \$200.00 every month for the duration of the lease. Payments shall commence the day that construction for the billboard starts on the Lessor's premises.

If at any time during the lease the Lessee would fail to make a monthly payment to Lessor for any longer period of time than sixty days, the Lessor must notify the Lessee in writing in regards to the matter. If the Lessee does not respond or pay the past due payments within six months, after the written notification from the Lessor, the Lessor would then have the right to terminate this agreement.

In the event of Lessor's death, this agreement will be assumed with all legal and binding rights, by his heirs, or owner of leased premises, and they shall be considered the (Lessor).

During the term of the lease, the billboard owner (Lessee) shall have the right to construct and maintain the billboard structure on the premises listed above including installation of underground or overhead electrical service. The Lessee agrees to keep sign structure properly maintained for the duration of the lease. Lessee agrees to maintain the appearance of the structure as to not devalue or hinder the overall appearance of Lessors property.

(Lessor) grants to billboard owner (Lessee) and also billboard owner's employee's, the right of reasonable access to the premises for the purpose of erecting and maintaining the display at all times during the term of the agreement.

Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages, or losses resulting from any injury or death of any person or damage to property occurring on or about the leased premises or in any manner in conjunction with the use of the premises and the operation and maintenance of the sign.

Billboard owner (Lessee) shall be responsible for all costs associated with the maintenance and operation of the billboard as well as the construction costs of the billboard. This would include the supply of electrical power to the billboard as well as all state and local permits.

The billboard shall remain the personal property of the billboard owner (Lessee) and upon the termination of this lease, lessee has the option to remove or leave sign structure on the premises. If the structure is not left on the premises, lessee would be required to remove sign to ground level.

Billboard owner has the right to maintain the visibility of the billboard structure and also the visibility of the advertisements placed on the billboard structure. No object, building, or any other entity may be placed in a position on the property that would interfere with the visibility of the advertisements. This would include the billboard owner's right to maintain the visibility of the billboard by trimming or cutting any type of trees or vegetation that may interfere with the traffic's ability to see the billboard. Lessee must notify Lessor before extensive tree trimming or vegetation clearing commences.

Billboard owner shall have the right to terminate this agreement by giving landlord (Lessor) sixty days notice in writing in the event that any covenant or restriction or any statute, ordinance, regulation or requirements of any governmental entity relating to billboard owners use of the premises shall prohibit or limit or restrict billboard owners use of premises as contemplated by this agreement. In the event of the Lessor selling the property of the above stated premises, Lessor must be notified of sale and given first option to purchase property at fair market value. If a street or road were to be re routed making the visibility of the billboard less visible or rendered useless in regards to visibility, or a visual obstruction such as a tree or neighboring structure should hinder visibility of the billboard, then the Lessee would then have the right to terminate the lease agreement.

The Lessee has the option to transfer, (sell) this agreement to another individual or company as long as the company or individual assumes and abides by all the terms and regulations set forth in this agreement.

This agreement may be ended or revised at any time upon the mutual agreement of both parties.

Lessee, (Billboard Owner), has six months from date of signing to cancel this lease agreement if after further research feels that the billboard structure will not be as profitable as initially intended, if underground or overhead utilities restrict placement of the billboard, or if government entities will not allow construction of the billboard.

Lessor- (property owner)- Chas LLC

Signature- [Handwritten Signature]

Date- 2-28-2020

Lessor Address- 8010 Lancaster-Newark Road
Baltimore, Ohio 43105

Lessor Phone Number- 740-808-2129

Lessee- (billboard owner)- Richard Kennedy - (Kennedy Outdoor Advertising LLC)

Signature- [Handwritten Signature] Richard Kennedy

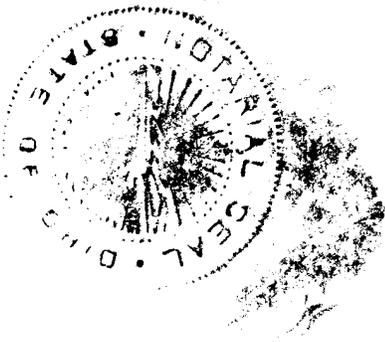
Date- 2-28-2020

Lessee Address- 9327 Martinsbury Rd Saint Louisville, OH 43071

Lessee Phone Number- 740-258-7083

Document Prepared by: Richard C. Kennedy - (Kennedy Outdoor Advertising LLC)

Kimberly G Russell
Notary State of Ohio
Com. Exp. MAY 12, 2023



TRANSFERRED

20170000705
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
01-11-2017 At 03:13 PM.
DEED 28.00
OR Book 1729 Page 1874 - 1875

REAL ESTATE CONVEYANCE

JAN 11 2017

FEE \$360

John A. Slater, Jr.
County Auditor, Fairfield County, Ohio
Warranty Deed - Ohio
EXEMPT #
John A. Slater, Jr.
County Auditor, Fairfield County, Ohio

Know all Men by these Presents

That

*Thomas O. Weidner and Ruth Ann Weidner, husband and wife, of
County of Fairfield, State of Ohio, for valuable consideration paid, grants with
general warranty covenants to Chaos, LLC, whose tax mailing address is 6644
Woolard Road, Pleasantville, OH 43148 the following real property:*

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.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER TO DAY, FAIRFIELD COUNTY
AUDITOR/COUNTY TAX MAPS
BY LLT DATE 1-11-17
049-02544-00

Parcel Number: 049-02544-00
Property Address: 8010 Lancaster-Newark Road, Baltimore, Ohio 43105

Subject to all easements, rights of way, leases, conditions, restrictions, and legal highways, if any, of record. Except for taxes and assessments due and payable after date hereof which the grantees herein assume and agree to pay.

GRANTORS do hereby covenant and warrant unto said GRANTEE, the GRANTEE'S heirs, assigns, and successors, that at the time of the delivery of this deed, that the premises are free from all encumbrances, and that the Grantors do warrant and do hereby agree to defend the same to the Grantee, and the Grantee's heirs, assigns and successors, forever, against the lawful claims and demands of all persons.

Prior Instrument Reference: Deed Volume 598, Page 355 and Deed Volume 628, Page 248, Recorder's Office, Fairfield County, Ohio.

Witness Their hands this 5th day of January, 2017.

Thomas O. Weidner
Thomas O. Weidner
Ruth Ann Weidner
Ruth Ann Weidner

State of Ohio }
Franklin County.

ss. Before me, a Notary Public in and for said County and State, personally appeared the above named

Thomas O. Weidner, who acknowledged he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof.



JONATHAN CHASE CLARK
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

hereunto set my hand and official seal, this 5th day of January, 2017.

[Signature]
Notary Public - State of Ohio

State of Ohio }
Franklin County.

ss. Before me, a Notary Public in and for said County and State, personally appeared the above named

Ruth Ann Weidner, who acknowledged she did sign the foregoing instrument and that the same is her free act and deed.



JONATHAN CHASE CLARK
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

In Testimony Whereof. hereunto set my hand and official seal, this 5th day of January, 2017.

[Signature]
Notary Public - State of Ohio

This instrument prepared by: Jonathan C. Clark
Clark & Clark and Associates, Attorneys at Law
130 East Chestnut Street
Lancaster, Ohio 43130
(740) 689-9089
Lanco Title Agency #16-0106

SURVIVORSHIP DEED

THOMAS O. WEIDNER, AKA THOMAS OSCAR WEIDNER and RUTH ANN WEIDNER, husband and wife, of Fairfield County, Ohio, for valuable consideration paid, grant, with general warranty covenants, to THOMAS O. WEIDNER and RUTH ANN WEIDNER, husband and wife, for their joint lives, remainder to the survivor of them, whose tax-mailing address is 6405 Fisher Road, Baltimore, Ohio, Fairfield County, the following real property:

PARCEL ONE:

Situated in the County of Fairfield, State of Ohio, and in the City of Lancaster and bounded and described as follows:

TRACT ONE: Located in the Southwest Quarter of Section 25, Township 15, Range 19, and bounded and described as follows: Beginning at the Southeast corner of the 117.38 acre tract as described in the deed to Jacob Keller, see Book 93, Page 332 of the Records of Fairfield County, Ohio, and Survey 3197, Book 9 of the Surveyor's Records; thence West, as called in said deed and survey 13 chains and 56 links to a point in public road; thence North 33-1/2° West as called in said deed and survey 4 chains and 85-1/2 links to an iron pin in the pike; thence East parallel with the South line 16 chains and 45 links to the East line of said 117.38 acre tract; thence South with said line as called the half Section line, 4 chains and 5 links to the place of beginning, containing 6.05 acres, subject to all legal highways.

Not located in project area

No dwelling shall be placed on said premises which shall cost less than \$3,000.00.

EXCEPTING THEREFROM, 0.597 acre conveyed to Albert L. and Hazel M. Mohler by deed dated March 25, 1960, and recorded in Volume 294, Page 204 of the Deed Records of Fairfield County, Ohio.

ALSO EXCEPTING, therefrom, 0.685 acre sold to Thomas Oscar Weidner and Ruth Ann Weidner by Land Contract recorded in Volume 291, Page 664 of the Mortgage Records of Fairfield County, Ohio, and being Tract One herein.

Said premises containing 4.76 acres.

Prior Instrument Reference: Volume 538, Page 101.

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 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 parcel

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

Being the same premises conveyed by Certificate of Transfer in the Estate of Stella G. Miller, deceased, to Wanda Stevens, et al. dated July 31st, 1980 filed for record August 7, 1980 and recorded in Vol. 499, page 17, Quit Clam Deeds to Mary Virginia Watson, dated August 31st, 1980, September 8th, 1980, August 27th, 1980 and September 1st, 1980, all filed for record on September 15th, 1980 and recorded in Deed Book 499 at pages 839, 841, 843 and 847, Recorder's Office, Fairfield County, Ohio.

The within conveyance being in full satisfaction of a certain land contract dated November 30th, 1988, filed for record December 5th, 1988 at 9:50 A.M. and recorded in Vol. 565 page 498, Mortgage Records, Fairfield County, Ohio.

Excepting all taxes and assessments now and hereafter due and payable and excepting any lien or encumbrance of any kind caused directly or indirectly by any act or default of the said Thomas O. and Ruth Ann Weidner, by reason of or under a land contract purchase agreement dated November 30th, 1988, filed for record December 5th, 1988 and recorded in Vol. 565 page 498, Mortgage Records, Fairfield County, Ohio.

Prior Instrument Reference: Volume 598, page 355.

PARCEL THREE:

Situated in the County of Fairfield, State of Ohio and in the Township of Liberty and bounded and described as follows:

Being a part of the Southwest Quarter of Section No. 35, Township 16, Range 19, and bounded as follows: Beginning at an iron pin at the Northwest corner of the tract herein described, said pin being at the Northwest corner of the Southwest Quarter of said Section NO. 35; thence South 89 degrees, 06 minutes East with the half section line 635.00 feet to an iron pin; thence South 3 degrees, 41 minutes West 370.60 feet to an iron pin; thence South 83 degrees, 10 minutes East passing an iron pin at 769.85 feet, a total distance of 787.65 feet to a nail in the centerline of Fisher Road; thence South 3 degrees 56 minutes West with the centerline of said Fisher Road 20.00 feet to a nail; thence North 83 degrees 10 minutes West passing an iron pin at 19.10 feet, a total distance of 787.65 feet to an iron pin; thence South 3 degrees 41 minutes West 130.66 feet to an iron pin; thence South 80 degrees 33 minutes West 102.72 feet to an iron pin; thence South 4 degrees 33 minutes West 182.90 feet to an iron pin; thence North 67 degrees 36 minutes West 184.50 feet to an iron pin; thence North 74 degrees 36 minutes West 331.95 feet to an iron pin in the section line; thence North 00 degrees 42 minutes East with the said section line 568.34 feet to the place of beginning, containing 8.9 acres, more or less.

Prior Instrument Reference: Volume 548, Page 377.

Each of the grantors hereby releases all rights of dower therein.

IN WITNESS WHEREOF, we, THOMAS O. WEIDNER and RUTH ANN WEIDNER hereunto have set our hands this 24th day of August, 1994.

Signed and acknowledged
in the presence of us:

James L. Keller
James L. Keller
Kathleen E. May
Kathleen E. May

Thomas O. Weidner
THOMAS O. WEIDNER
Ruth Ann Weidner
RUTH ANN WEIDNER

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR TAX MAPS
By Harj Khat Date 8-25-94
2-0023-0
49-02544-0
21-00809-0

Not in project area

State of Ohio
County of Fairfield

BE IT REMEMBERED, That on this 24th day of August, 1994, before me, the subscriber, a notary public in and for said state, personally came, THOMAS O. WEIDNER and RUTH ANN WEIDNER, the Grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

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

James C. Keller
Notary Public James C. Keller
State of Ohio
Lifetime Commission

This instrument was prepared by JACKSON, KELLER & ENGLAND, Attorneys at Law, 719 West Market Street, Baltimore, Ohio 43105.

TRANSFERRED

AUG 25 1994

James P. Reid
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE

Fee \$ _____

Exempt # EX N

James P. Reid

Auditor, Fairfield County, Ohio

57214

RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 1:55 O'CLOCK *PM*
RECORDED *8-26* 19 *94*
RECORDED *Deed* VOL *628* PAGE *248*

18-

AUG 25 1994

no 6

Gene Wood
RECORDER, FAIRFIELD COUNTY, OHIO

GENERAL WARRANTY DEED

(Statutory Form ORC 5302.05-.06)

We, Mary Virginia Watson and John C. Watson, Wife & Husband

Licking County, Ohio, for valuable consideration

paid, grant(s), with General Warranty covenants, to
Thomas O. Weidner and Ruth Ann Weidner

whose tax mailing address is 8010A Lancaster-Newark Road, N.E.
Baltimore, Ohio 43105

the following Real Property: Situated in the Township of
Walnut County of Fairfield, 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 Routes 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 89 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 all planning, zoning and other governmental land use
regulations and restrictions, if any, and all easements, leases,
street and highway rights of way and any and all other conditions
and restrictions of record, if any.

Being the same premises conveyed by Certificate of Transfer in the
Estate of Stella G. Miller, deceased, to Wanda Stevens, et al.
dated July 31st, 1980 filed for record August 7, 1980 and recorded
in Vol. 499 page 17, Quit Claim Deeds to Mary Virginia Watson,
dated August 31st, 1980, September 8th, 1980, August 27th, 1980 and
September 1st, 1980, all filed for record on September 15th, 1980
and recorded in Deed Book 499 at pages 839, 841, 843 and 847,
Recorder's Office, Fairfield County, Ohio.

The within conveyance being in full satisfaction of a certain land
contract dated November 30th, 1988, filed for record December 5th,
1988 at 9:50 A.M. and recorded in Vol. 565 page 498, Mortgage
Records, Fairfield County, Ohio.

Excepting all taxes and assessments now and hereafter due and
payable and excepting any lien or encumbrance of any kind caused
directly or indirectly by any act or default of the said Thomas O.
and Ruth Ann Weidner, by reason of or under a land contract
purchase agreement dated November 30th, 1988, filed for record
December 5th, 1988 and recorded in Vol. 565 page 498, Mortgage
Records, Fairfield County, Ohio.

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR-TAX MAPS

By *Hog* Date *12-20-91*

49-02549-0

Prior instrument reference: Vol. page Records,
County, Ohio.

We Mary Virginia Watson and John C. Watson
release all rights of dower in the above described premises.

WITNESS their hands this 17th day of December, 1991.

Signed & acknowledged in presence of:

Doris J. Watson
John C. Watson

Mary Virginia Watson
Mary Virginia Watson
John C. Watson
John C. Watson

88505
JW

State of OHIO County of LICKING, SS:

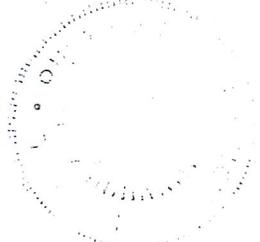
Before me, a notary public, in and for said County, personally
appeared the above named Mary Virginia Watson and John C.
Watson, Wife and Husband, who acknowledged that they did sign the
foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at Pataskala, Ohio, this 17th day of December, 1991.

Howard G. Robinson

This instrument prepared by:
Howard G. Robinson, Co. L.P.A.
Pataskala, Ohio 43062

HOWARD G. ROBINSON
ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My Commission Has No Expiration Date
Sec. R.C. 147.03 Rev. Code of Ohio



TRANSFERRED
DEC 20 91
James L. Lick
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE
Fee \$ 55.00
Exempt #

James L. Lick
Auditor, Fairfield County, Ohio

88505

RECEIVED IN FAIRFIELD COUNTY OHIO
2:59 O'CLOCK P.M.
RECORDED Dec 23 1991
RECORD BOOK VOL 578 PAGE 356

10- DEC 20 1991 ND

Gene Wood
Recorder - Fairfield County, Ohio

18-16-20

Thomas Wood
Kelli H

11-11-91

LAND INSTALLMENT CONTRACT

This Contract made and entered into by and between

Mary Virginia Watson, married
266 South Main Street, Pataskala, Ohio 43062

hereinafter referred to as Seller, and

Thomas O. Weidner and Ruth Ann Weidner
8010A Lancaster-Newark Rd, N.E., Baltimore, Ohio 43105

hereinafter referred to as Buyer.

The Seller agrees to sell and convey and the Buyer agrees to purchase and pay for, upon and under the following provisions, terms and conditions, the following described real estate and appurtenances, situated in the State of

Ohio, County of Fairfield, and in the Township

of Walnut further described as follows, to-wit:

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 Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89° 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0° 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89° 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

Being the same premises conveyed by Certificate of Transfer in the Estate of Stella G. Miller, deceased, to Wanda Stevens, et al, dated July 31st, 1980 filed for record August 7th, 1980 and recorded in Vol. 499 page 17, Quit Claim Deeds to Mary Virginia Watson, dated August 31st, 1980, September 8th, 1980, August 27th, 1980 and September 1st, 1980, all filed for record on September 15, 1980 and recorded in Deed Book 499 at pages 839, 841, 843 and 847, Recorder's Office, Fairfield County, Ohio.

RECORDED
INDEXED
9/15 12/5/88

Both First Party and Second Party agree that as a part of the execution of the within land contract, both parties are released from all terms, conditions and obligations under a lease between Estella Miller and Thomas O. Weidner, dated September 7th, 1986, and recorded in Lease Records Vol. 58 page 330, Lease Records, Fairfield County, Ohio, and upon execution hereof, the lease be and hereby is cancelled and both parties released from all obligations thereunder.

This land contract is for land only as grantee are presently the owners of all buildings and improvements thereon.

Upon full payment, First Party will convey said land to the Second Party free and clear of all encumbrances except taxes and assessments now a lien on said premises, if any, and all liens and encumbrances incurred by the Grantee as Lessee and/or purchaser under the within land contract.

1. PRICE AND PAYMENT: The Buyer shall pay Seller for the premises in the sum of Fifty-five thousand and 00/100----- Dollars payable as follows:

(a) The sum of One Thousand and 00/100----- (\$1,000.00)----- Dollars upon the execution hereof, receipt of which Seller acknowledges.

(b) Additional charges or fees for services which are includable in this contract but separate from the contract price:

Buyer to pay for costs of preparation of land contract and recording fees.

(c) The balance in the sum of Fifty-four Thousand 00/100--\$54,000.00)--- Dollars together with interest on unpaid balances, as follows:

Eighteen Thousand Dollars --(\$18,000.00) principal plus accrued interest to date on the 30th day of November, 1989 and a like amount on the 30th day of November, 1990 and a like amount on the 30th day of November, 1991.

(d) Interest on unpaid balances due hereon shall be ten (10%) per annum adjusted annually. On the last day of each such period the amount paid in excess of interest due up to said time shall be deducted from the principal and the remainder shall be the new principal for the succeeding period.

(e) ~~After the day of 19 the Buyer may at his option pay additional sums on principal without penalty.~~
No prepayment without penalty.

(f) Upon default by Buyer of any of the conditions herein, Seller may at his option and without notice to Buyer increase the interest rate payable therein to (15 %) per annum.

(g) Installments due hereunder shall be paid at such place in Licking County, Ohio, as Seller shall designate, and time is of the essence in the payment thereof.

2. FEES AND SERVICES: There are no additional charges or fees for services which are includable in the contract. Both Buyer and Seller have or will pay their respective share of all expenses such as contract preparation, closing, title search, etc.

3. POSSESSION: Buyer shall have possession of the premises from the 30th day of November 19 88 , until the condition or conditions of this contract are broken. (Buyer presently in possession as lessee)

4. TAXES AND UTILITIES: Buyer shall pay the cost of all utilities serving the premises and pay all taxes and assessments of every kind that may become due or payable on the premises beginning with the December, 1988 collection, and thereafter. Buyer has been previously under a lease agreement and has been responsible for all taxes and utilities.

If Buyer fails to do so, Seller may pay such utilities, taxes and assessments for the account of Buyer and the same shall become a part of the indebtedness due under this agreement and shall be paid by Buyer to Seller on the first installment date after the Seller notifies Buyer of such payment.

5. MAINTENANCE AND INSURANCE: Buyer shall keep the premises herein in as good a condition and repair as they now are, ordinary wear and tear excepted. Buyer shall make no change or alteration to the premises without prior written consent of Seller, which consent shall be not unreasonably withheld. If Buyer fails to maintain and repair said premises, as herein provided, Seller may, at his option after giving Buyer 30 days written notice, enter

upon said premises and make such repairs as may be necessary or proper to keep said buildings in good condition and repair at the Buyer's expense and such expense shall immediately become a part of the indebtedness due under this agreement.

Buyer at his cost shall insure the premises against risk of loss covered by fire and extended coverage insurance during the continuance of this agreement in a company or companies acceptable to Seller, in the amount equal to the unpaid balance due hereunder with losses, if any, payable to Seller and Buyer as their respective interests appear. Such policy or policies shall be delivered to Seller. If Buyer fails to maintain such an insurance, Seller may, at his option, insure the premises at the Buyer's expense and such expense shall immediately become a part of the indebtedness due under this agreement.

6. ASSIGNMENT: Buyer shall not assign, encumber or transfer his interest under this contract without the written consent of the Seller. Buyer shall not create, permit or suffer any liens or encumbrances (except real estate taxes and assessments which may be a lien but not yet due and payable) against the premises.
7. MORTGAGE AND ENCUMBRANCES: There are presently no encumbrances against the property, except the lien of not overdue installments of real estate taxes and assessments, except

NONE

Seller may mortgage the premises, but Seller shall keep any mortgage thereon in good standing and a mortgage indebtedness shall not exceed the balance due on this contract. Buyer, may at his option, cure any default of Seller's mortgage, and all sums so conveyed by Buyer shall be credited by Seller as payment on this contract.
8. TITLE EVIDENCE: Seller shall furnish a general warranty deed as set forth in this agreement, and in accordance with the prevailing custom of the County of Fairfield, Ohio, the Seller shall furnish no evidence of title, any evidence of title will be at buyers costs.
9. RECORDING: The Seller shall cause a copy of this contract to be recorded as required by law. The cost of recording at prevailing rates shall be borne by the Buyer.
10. ORDERS OF PUBLIC AGENCIES: There is no pending order of any public agency against the premises.
11. DEED: When the price has been paid in full, the Seller shall convey to the Buyer, a good and merchantable title in fee simple to the premises by a transferable and recordable general warranty deed, with release of dower, free and clear of all liens and encumbrances, except (1) those created by or assumed by the Buyer; (2) those specifically set forth in this contract; (3) zoning ordinances; (4) legal highways; and (5) restrictions, conditions and utility easements of record created or reserved as part of a general plan in and for the subdivision in which said property is located.
12. DEFAULT: If Buyer shall fail to pay any of said installments of purchase money or interest when the same becomes due or within thirty (30) days thereafter, or shall fail to pay any of said taxes or assessments when the same are due and payable, or shall fail to insure said building or shall fail to comply with any of the terms and conditions hereof, then all of the installments and amounts remaining unpaid shall immediately become due and payable, and Seller may, at his option, proceed to terminate this agreement as provided by law. Failure or delay of Seller to seek termination of this agreement because of any default shall not operate as a waiver by Seller of the right to seek such termination in the event of any subsequent or other default of Buyer.

If a receiver is appointed for Buyer, or if Buyer becomes bankrupt or makes an assignment for the benefit of creditors, or should any action or proceeding be filed in any court to enforce any lien on, claim against, or interest in the premises seeking to reach the interest of Buyer herein, the unpaid balance of this contract together with interest and other charges thereon shall at once become due and payable at the option of Seller.

Seller's remedies provided herein are not exclusive and Seller at his election may pursue all other remedies whether legal or equitable.

- 13. INSPECTION OF PREMISES: Seller shall have the right to make periodical inspections of said real estate and all buildings thereon at any reasonable time and at any reasonable interval.
- 14. GENERAL PROVISIONS: Buyer has examined the premises and is to rely solely upon such examination with reference to condition, character and size of the land and improvement thereon.

As used herein the terms "Seller" and "Buyer" include respectively, all persons signing the contract in the capacity so stated, and his respective heirs, successors, and assigns and all obligations of each party hereto are joint and several.

Each party hereto shall be bound irrespective of prior negotiation contemplating binding other parties not signatory hereto and the release of a party hereto shall not release other parties hereto.

The joinder of Seller's spouse in this instrument shall in no manner be interpreted to convey or otherwise transfer to the other spouse any interest in the real estate or proceeds therefrom not presently owned by each respective spouse.

This contract shall be governed by the laws of the State of Ohio.

Each fully executed copy hereof shall be deemed to be an original hereof.

IN WITNESS WHEREOF, THE Sellers have hereunto set their hands this 30th day of November, 19 88, and the Buyers have hereunto set their hands this 30th day of November, 19 88.

Signed in the presence of:

<u>Doris J. Watson</u>	<u>Mary Virginia Watson</u> Mary Virginia Watson Seller
<u>[Signature]</u>	<u>John C. Watson</u> John C. Watson Seller
<u>Doris J. Watson</u>	<u>Thomas O. Weidner</u> Thomas O. Weidner Buyer
<u>[Signature]</u>	<u>Ruth Ann Weidner</u> Ruth Ann Weidner Buyer

STATE OF OHIO, COUNTY OF LICKING, SS:

On this 30th day of November, 1988, before me, a Notary Public in and for said County, personally appeared the above named Mary Virginia Watson and John C. Watson, her husband Seller s, in the foregoing Land Contract, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

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

Howard G. Robinson

HOWARD G. ROBINSON, ATT'Y AT LAW
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires: No expiration Date
Sec. 147.01 Rev. Code Of Ohio



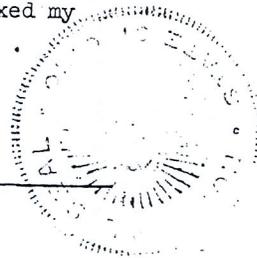
STATE OF OHIO, COUNTY OF LICKING, SS:

This 30th day of November, 1988, before me, a Notary Public in and for said County, personally appeared the above named Thomas O. Weidner and Ruth Ann Weidner, Husband & Wife Buyer s, in the foregoing Land Contract, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

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

Howard G. Robinson

HOWARD G. ROBINSON, ATT'Y AT LAW
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires: No expiration Date
Sec. 147.01 Rev. Code Of Ohio



This instrument prepared by:
Howard G. Robinson, Co. L.P.A.
Pataskala, Ohio 43062

41886

RECEIVED in Fairfield County, Ohio
at 9:50 o'clock A.M.
RECORDED DEC 6 1988
RECORD 1119 VOL 565 PAGE 498

16-

DEC 5 1988

Gene Wood
Recorder in Fairfield County, Ohio

The conditions of the within land contract having been satisfied in full, we hereby cancel and release the same this 17th day of December, 1991.
Mary Virginia Watson, seller
John C. Watson, seller
Thomas O. Weidner, buyer
Ruth Ann WEidner, buyer

Copied from the original land contract this 2nd day of January, 1992.
Attest: Gene Wood, R.F.C.
By: *Jandra Slonaker* Deputy

*Mail: Howard Robinson
P.O. Box 70
Pataskala, Ohio
43062*

Quit-Claim Deed

I (We) Carol Ardrey and Phillip Ardrey, Wife & Husband (1), of

County, Ohio for valuable consideration paid, grant(s) to

Mary Virginia Watson

whose tax-mailing address is

the following Real Property: Situated in the Township (2) of Walnut

County of Fairfield, and State of Ohio: (3)

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 Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89°10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0°-03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89°-10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

For reference see Vol. 335 page 418; Vol. 335 page 421; Vol. 335 page 424; Vol. 335 page 427; Vol. 335 page 430; Vol. 335 page 433 and Vol. 339 page 70, Deed Records, Fairfield County, Ohio.

Being the same premises conveyed by Certificate of Transfer in the estate of Stella G. Miller, deceased, to Wanda Stevens, et al. dated July 31st, 1980 filed for record on August 7th, 1980 @ 1:10 P.M. and recorded in Vol. 499 page 17, Deed Records, Fairfield County, Ohio.

Subject to a lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, for the full term of 4 years ending 1969 and with a option to renew for a term of 20 years, dated September 7th, 1965 and recorded in Vol. 58 page 330, Lease Records.

DESCRIPTION APPROVED FOR TRANSFER
P.C. NO. FAIRFIELD CO. ENGR. LEON E. WOLFORD
DATE 9/15/80

Prior Instrument Reference: Vol. Page of the Deed Records of County, Ohio

I (We) Carol Ardrey and Phillip Ardrey, Wife & Husband
release all rights of dower in the above described premises.

Witness their hand(s) this / day of Sept 1980.

Signed and acknowledged in the presence of:

Witness: Joan L. Love, Carol Ardrey, Phillip Ardrey, Marc Watson

State of Ohio, } ss Before me, a notary public, in and for said County, personally appeared the Licking County, } above named Carol Ardrey and Phillip Ardrey, Wife & Husband who acknowledged that they did sign the forgoing instrument, and that the same is their free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at Pataskala, Ohio

this / day of Sept A.D. 1980. This instrument prepared by Howard G. Robinson, Co. L.P.A. Pataskala, Ohio 43062

Notary Public seal for Joan L. Love, Notary Public, State of Ohio, My Commission Expires Sept. 9, 1983

REAL ESTATE CONVEYANCE

Fee \$ 12.00
Exempt #
1. Name of Grantor(s) and marital status.
2. Village, Township, or City.
3. Description of land or interest therein, and encumbrances, exceptions, taxes and assessments, if any.
4. Execution in accordance with Chapter 5301 of the Ohio Revised Code.

SEP 15 1980 Notary and Recorder's Stamps

James P. Reid Auditor, Fairfield County, Ohio

James P. Reid County Auditor, Fairfield County, Ohio

EVOL 499 PAGE 847

SON 26685

11/1/80

Quit-Claim Deed

CAROL ARDREY
Phillip ARDREY

TO

MARY V. WATSON

Transferred _____ 19__

COUNTY AUDITOR

State of Ohio

County of _____ \$55

Received for Record in the
RECEIVED
COUNTY, OHIO

day of _____ 19__

at _____ O'Clock

RECORDED _____

and Recorded _____ 19__ in

Deed Book SEP 15 1980 Page

R. M. Jellison

Recorders
Fairfield County
Langster, Ohio 43130

18-16-20

Know all Men by these Presents

That,

Wanda Stevens, unmarried widow
Vera 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

for divers good causes and considerations thereunto moving, and especially for the sum of One Dollar and Other Valuable Considerations ^{the Grantors,} Dollars (\$ 1.00 et al) received to their full satisfaction of

Mary Virginia Watson

^{the Grantee,} have Given, Granted, Remised, Released and Forever Quit-Claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantee ^{her} ^{heirs and assigns forever,} all such right and title as they ^{the said grantors,} have or ought to have in and to the following described piece or parcel of land, 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 Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89°-10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0° 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89°-10' West 453.30 feet to the place of beginning, containing 3.12 acres more or less.

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

For reference see Vol. 335, page 418; Vol. 335, page 421; Vol. 335, page 424; Vol. 335 page 427; Vol. 335 page 430; Vol. 335 page 433 and Vol. 339 page 70, Deed Records, Fairfield County, Ohio.

Being the same premises conveyed by Certificate of Transfer in the estate of Stella G. Miller, deceased, to Wanda Stevens, et al., dated July 31st, 1980 filed for record on August 7th, 1980 @ 1:10 P.M. and recorded in Vol. 499 page 17 Deed Records, Fairfield County, Ohio.

Subject to a lease for the full term of 4 years ending 1969 with option to renew for a term of 20 years, dated September 7th, 1965 recorded in Vol. 58 page 330 by Estella Miller, Lessor and Thomas O. Weidner, Lessee.

DESCRIPTION APPROVED FOR TRANSFER

DATE 9/15/80
PCL NO. FAIRFIELD CO. ENGR. LEON E. WOLFORD

REAL ESTATE CONVEYANCE
Fee \$ 11.50
Exempt # _____

TRANSFERRED

SEP 15 1980

James P. Reid
Auditor, Fairfield County, Ohio

James P. Reid
County Auditor, Fairfield County, Ohio

VOL 499 PAGE 843

To Have and to Hold the premises aforesaid, with the appurtenances thereunto
belonging to the said grantee, her heirs and assigns,
so that neither the said grantor nor their heirs, nor any other persons
claiming title through or under them, shall or will hereafter claim or
demand any right or title to the premises, or any part thereof; but they and every one
of them shall by these presents be excluded and forever barred.

And for valuable consideration

Wanda Stevens, unremarried widow
Vera 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

do hereby remise, heirs and assigns, release and forever quit-claim unto the said grantee, her all their respective right and expectancy of Power in the above described premises.

In Witness Whereof, they have hereunto set their hands, the day of , in the year of our Lord one thousand nine hundred and eighty

Signed and acknowledged in presence of

Joan L. Love
J.M.C. Watson
K. M. Thompson
Witnesses to signature of 1, 2 & 3

- X Wanda Stevens (1)
- X Vera O'Conner Chapman (2)
- X John Chapman (3)
- X Helen Emswiler (4)
- X Margaret Knepper (5)
- X Dale Knepper (6)
- X Kathleen Barrett (7)
- X Woodrow Barrett (8)
- X Ronald Eyman (9)
- X Alice Eyman (10)

Witnesses to signature of 4, 5, 6, 7, 8, 9, 10

Joan L. Love
J.M.C. Watson

The State of Ohio, }
LICKING County, } SS. Before me, a notary public, in and for said County and State, personally appeared the above named

Wanda Stevens, unremarried widow
Vera O'Conner Chapman and John Chapman, Wife-& Husband

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



In Testimony Whereof, I have hereunto set my hand and official seal, at Pataskala, Ohio this 26 day of August A. D. 19 80.

Joan L. Love
JOAN L. LOVE Public
Notary Public, State of Ohio
My Commission Expires Sept. 9, 1983

This instrument prepared by

STATE OF OHIO, COUNTY OF SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named

Helen Emswiler, widow
Margaret Knepper and Dale Knepper, Wife & Husband
Kathleen Barrett and Woodrow Barrett, Wife & Husband
Ronald Eyman and Alice Eyman, Husband & Wife

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official at Ohio, this 27 day of August 1980.

Joan L. Love
JOAN L. LOVE
Notary Public, State of Ohio
My Commission Expires Sept. 9, 1983

This instrument prepared by Howard G. Robinson, Co. L.P.A.
Pataskala, Ohio 43062

170 26684

Quit-Claimed

_____ *WJ*

Wanda Stevens,
et al.

TO

Mary Virginia Watson

Transferred _____ 19 _____

COUNTY AUDITOR

State of Ohio

County of Lucas IN FAIRFIELD COUNTY, OHIO

Received for Record SEP 15 1980

at _____ day of RECORDED SEP 15 1980 at _____ o'clock _____ M.

and Recorded SEP 15 1980 19 _____ in

Deed Book Page

Ray M. Zelling

RECORDER - FAIRFIELD COUNTY RECORDER
LANCASTER, OHIO 43130

Recorders Fee \$ _____

18-16-20

Quit-Claim Deed

~~It (We)~~ Roger Eyman, unmarried

(1), of

County, Ohio for valuable consideration paid, grant(s) to
Mary Virginia Watson REAL ESTATE CONVEYANCE

whose tax-mailing address is

Fee \$ 1.00

the following Real Property: Situated in the Township (2) of Walnut

Exempt # _____

County of Fairfield, and State of Ohio: (3)

James P. Reid
County Auditor, Fairfield County, Ohio

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

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of records, if any.

For reference see Vol. 335 page 418; Vol. 335 page 421; Vol. 335 page 424; Vol. 335 page 427; Vol. 335 page 430; Vol. 335 page 433 and Vol. 339 page 70, Deed Records, Fairfield County, Ohio.

Being the same premises conveyed by Certificate of Transfer in the Estate of Stella G. Miller, deceased, to Wanda Stevens, et al. dated July 31st, 1980, filed for record on August 7, 1980 @ 1:10 P.M. and recorded in Vol. 499 page 17, Deed Records, Fairfield County, Ohio.

Subject to a lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, for the full term of 4 years ending 1969 and with a option to renew for a term of 20 years, dated September 7th, 1965 and recorded in Vol. 58 page 330, Lease Records.

Prior Instrument Reference: Vol. _____ Page _____ of the Deed Records of _____ County, Ohio

TRANSFERRED

SEP 15 1980

~~It (We)~~ release all rights of dower in the above described premises.

Witness his hand(s) this Sept 8

James P. Reid
County Auditor, Fairfield County, Ohio
day of September 1980

Signed and acknowledged in the presence of:

Joan L. Love
Witness

Roger Eyman
Roger Eyman (4)

Mary C. Watson
Witness

State of Ohio, } ss Before me, a notary public, in and for said County, personally appeared the
Licking County, } above named Roger Eyman, unmarried

who acknowledged that he did sign the forgoing instrument, and that the same is his free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at Pataskala, Ohio

this Eighth day of September A.D., 1980.

This instrument prepared by
Howard G. Robinson, Co. L.P.A.
Pataskala, Ohio 43062

Joan L. Love
Notary Public
JOAN L. LOVE
Notary Public, State of Ohio
My Commission Expires Sept. 9, 1993

1. Name of Grantor(s) and marital status.
2. Village, Township, or City.
3. Description of land or interest therein, and encumbrances, exceptions, taxes and assessments, if any.
4. Execution in accordance with Chapter 5301 of the Ohio Revised Code.

Auditor's and Recorder's Stamps

DESCRIPTION APPROVED F.R. TRANSFER
DATE 9/5/80
FAIRFIELD CO. ENGR. LEON E. WOLFORD
Wang

See 26683 *Buy*

Quit-Claim Deed

Roger EYMAN

TO

MARY V. WATSON

Transferred _____ 19__

COUNTY AUDITOR

State of Ohio

County of _____ \$5

Received for Record on the
RECEIVED IN FAIRFIELD COUNTY, OHIO

day of _____ 19__
RECORDED _____ 19__
RECORDED IN VOL. 499 PAGE 841

and Recorded _____ in
Deed Book SEP 15 1980 Page _____

Ray M. Zellinger
Recorders - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

18-16-20

Quit-Claim Deed

~~XX~~ **I (We)** Larry Eyman and Dawn Eyman, Husband & Wife ⁽¹⁾, of
County, Ohio for valuable consideration paid, grant(s) to

Mary Virginia Watson

whose tax-mailing address is

the following **Real Property**: Situated in the Township ⁽²⁾ of Walnut

County of Fairfield, and **State of Ohio**: ⁽³⁾

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 Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89°-10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0°03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89° 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

Subject to all planning, zoning and other governmental land use regulations and restrictions, if any, and all easements, leases, street and highway rights of way and any and all other conditions and restrictions of record, if any.

For reference see Vol. 335 page 418; Vol. 335 page 421; Vol. 335 page 424; Vol. 335 page 427; Vol. 335 page 430; Vol. 335 page 433 and Vol. 339 page 70, Deed Records, Fairfield County, Ohio.

Being the same premises conveyed by Certificate of Transfer in the estate of Stella G. Miller, deceased, to Wanda Stevens, et al. dated July 31st, 1980 filed for record on August 7th, 1980 @ 1:10 P.M. and recorded in Vol. 499 page 17, Deed Records, Fairfield County, Ohio.

Subject to a lease by Estella Miller, Lessor and Thomas O. Weidner, Lessee, for the full term of 4 years ending 1969 and with a option to renew for a term of 20 years, dated September 7th, 1965 and recorded in Vol. 58 page 330, Lease Records.

Prior Instrument Reference: Vol. Page of the Deed Records of County, Ohio

~~XX~~ **I (We)** Larry Eyman and Dawn Eyman, Husband & Wife
release all rights of dower in the above described premises.

Witness their hand(s) this 31 day of August 1980.

Signed and acknowledged in the presence of:

Witness: Joy L. Love X Larry Eyman
Witness: Mary C. Watson X Dawn Eyman
Dawn Eyman ⁽⁴⁾

State of Ohio, } ss Before me, a notary public, in and for said County, personally appeared the
LICKING County, } above named Larry Eyman and Dawn Eyman, Husband & Wife

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

In Testimony Whereof I have hereunto set my hand and official seal, at Pataskala, Ohio.

This instrument prepared by this 31 day of August A.D. 1980
Howard G. Robinson, Co. L.P.A.
Pataskala, Ohio 43062
Notary Public: Joy L. Love
JOAN E. LOVE
Notary Public, State of Ohio
My Commission Expires Sept. 9, 1983

REAL ESTATE CONVEYANCE
Fee \$14
Exempt of

Auditor's and Recorder's Stamps
SEP 15 1980
James P. Reid
Auditor, Fairfield County, Ohio
James P. Reid
County Auditor, Fairfield County, Ohio
VOL 499 PAGE 839

DESCRIPTION ACC. V.L.D.F. & K. M. S. F. & K.
PCL NO. 9/15/80
DATE
FAIRFIELD CO. ENGR. LEON E. WOLFORD
BY: Barbara

26682

(4) *copy 315*
WATERLOO Ohio
43062

Quit-Claim Deed

HARRY EYMAN
DAWN EYMAN

TO

MARY V. WATSON

Transferred _____ 19 _____

COUNTY AUDITOR

State of Ohio

County of _____ 55

Received for Record in Fair
REC'D COUNTY, OHIO

day of *21st* *5th* O'Clock *P* 10

at *SEP-16-1988* *10:50*

and Recorded _____ 19 _____ in

Deed Book SEP 15 1988 Page

R. M. Bell COUNTY RECORDER

Recorders RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

15-16-20

PROBATE COURT OF Fairfield COUNTY, OHIO

ESTATE OF Stella G. Miller, DECEASED

Case No. 43284 Docket 25 Page 393

Page 1 of 4 Pages

CERTIFICATE OF TRANSFER
Revised Code, Sec. 2113.61

TRANSFERRED

NO. One

AUG 7 1980

Decedent died on January 21st., 1980, *James P. Reid* County Auditor for the real estate described in this certificate. The persons to whom such real estate passed by devise, descent or election are as follows.

Name	Residence Address	Interest in Real Estate so Passing
Wanda Stevens	295 Tappan Street, Apt. B Columbus, Ohio 43201	Undivided one-fourth interest
Vera O'Conner Chapman	752 North Park Street Columbus, Ohio 43215	Undivided one-fourth interest
Mary Virginia Watson	266 Main Street, P.O. Box 315 Pataskala, Ohio 43062	Undivided one-twelfth interest
Helen Emswiler	1200 Pike Street Etna, Ohio 43018	Undivided one-twelfth interest
Margaret Knepper	104 Williard Drive Pickerington, Ohio 43147	Undivided one-twelfth interest
Kathleen Barrett	7365 East Rich Reynoldsburg, Ohio 43068	Undivided one-twelfth interest
Ronald Eyma	Morris Road Alexandria, Ohio 43001	Undivided one-twelfth interest
Carol Ardrey	7531 Reading Twp. Road 2 N.W. Thornville, Ohio 43076	Undivided one-thirty-sixth interest
Larry Eyma	1400 Leonard Road N.W. Baltimore, Ohio 43105	Undivided one-thirty-sixth interest
Roger Eyma	2611 North 69th. Street Scottsdale, Arizona 85257	Undivided one-thirty-sixth interest

1/4
1/4
1/12
1/12
1/12
1/12
1/12
1/36
1/36
1/36

25563

Fee \$ _____
Exempt # N

700

RECEIVED IN FAIRFIELD COUNTY, OHIO
at 1:19 O'CLOCK P.M.
RECORDED AUG 8 1980
DEED 499 17

James P. Reid
Auditor, Fairfield County, Ohio

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

Ray M. Zollinger
RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43130

18-16-20

Page 2 of 4 Pages

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

The following Real Estate, situate in the Township of Walnut, County of Fairfield and State of Ohio and bounded and described as follows:

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 Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89°-10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0°-03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89°-10' West 453.30 feet to the place of beginning; containing 3.12 acres more or less.

Subject to all legal rights-of-way of record.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is had to the Certificate for Transfer of Real Estate from the Estate of Frank C. Miller, Deceased, to Estella Miller, Florence E. Miller LaRue, Franklin D. Miller, Daniel M. Miller, Dollie Miller North, Dottie C. Miller Cook, Mary C. Miller Rhoads and Walter L. Miller and recorded in Volume 334, Page 343, Deed Records, Fairfield County, Ohio.

Reference is also had to Volume 335, Page 418; Volume 335, Page 421; Volume 335, Page 424; Volume 335, Page 427; Volume 335, Page 430; Volume 335, Page 433; and Volume 339, Page 70, Deed Records, Fairfield County, Ohio.

Said real estate is subject to the following:

DESCRIPTION APPROVED FOR TRANSFER

PCL NO.

DATE: 7/5/80

FAIRFIELD CO. ENGR. LEON E. WOLFORD

By: *Harry Shors*

July 31, 1980
Date Issued

/s/ S. Farrell Jackson
Probate Judge

This instrument prepared by Judson C. Kistler, Attorney at Law.

AUTHENTICATION

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

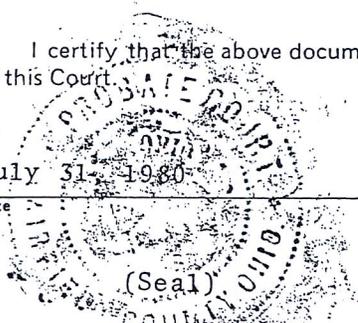
July 31, 1980

Date

S. Farrell Jackson

Probate Judge/Clerk

By: *Rebecca L. Williams*
Deputy Clerk



PROBATE COURT OF Fairfield COUNTY, OHIO

ESTATE OF Stella G. Miller DECEASED

Case No. 43284 Docket 25 Page 393

Page 3 of 4 Pages

"LEASE Vol. 58 Page 330

This instrument of lease witnesseth: That Estella Miller of Walnut Township, Fairfield County, Ohio, the lessor, in consideration of rents and covenants hereinafter stipulated, to be paid and performed by Thomas O. Weidner of R. F. D. #3, Lancaster, Ohio, the lessee, do hereby grant, demise, let and lease unto the said lessee, the following described premises, to-wit:

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

Being a part of the Southwest Quarter of Section 20, Township 16, Range 15, bounded and beginning at the Southwest corner of said Section 20, being the intersection of the centerlines of State Routes 37 and 256; thence North 300.00 feet to a point in the centerline of State Route 37; thence North 89° 10' East 453.55 feet to an iron pipe, passing an iron pipe at 30.00 feet; thence South 0° 03' West 300.00 feet to a point in the centerline of State Route 256; thence South 89° 10' West 453.30 feet to the place of beginning, containing 3.12 acres, more or less.

Subject to all legal rights of way of record.

To have and to hold the same unto the said lessee for and during the full term of 4 years from the 1st day of October, 1965, until the 1st day of October, 1969.

Yielding and payable therefor, during the term aforesaid, the yearly rent of \$120.00, payable in equally yearly installments on the 1st day of October of each and every year in advance, and the further payment of all real estate taxes charged against said premises as the same become due during the term of this lease.

Said lessor hereby grants unto said lessee the option to renew this lease for a term of 20 years, commencing on the expiration of the term aforesaid on the same terms and conditions herein contained, for a yearly rental of \$120.00, payable in advance, under and subject to all the other covenants, terms, and provisions of this lease.

Said lessor further agrees that said lessee, his legal representatives, heirs, or assigns, may remove any buildings or equipment erected or constructed on the premises herein leased, by the said lessee, his heirs or assigns, at the termination of this lease, or in the event of the death of said lessee.

It is further mutually covenanted and agreed by and between the parties hereto that this lease, and all the terms, provisions, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, legal representatives, and assigns of the lessor, and the executors, administrators, heirs and assigns of the lessee.

Said lessor, for herself and for her heirs, executors, administrators, and assigns, covenants and agrees with said lessee, his legal representatives, heirs and assigns, that said lessee, paying the rents, and keeping the covenants of this lease, on his part to be kept and performed, shall lawfully, peacefully, and quietly hold said premises during said term, without any hindrance, ejection, or molestation by said lessor, or her heirs, or any person or persons lawfully claiming underher.

Signed in duplicate this 7th day of September, 1965.

In the presence of:

/s/ Donald C Miller

/s/ Estella Miller
(Estella Miller)

/s/ Cynthia L. Graf

/s/ Thomas O. Weidner
(Thomas O. Weidner)

State of Ohio, County of Fairfield, ss:

Before me, a Notary Public, in and for said State, personally appeared Estella Miller, the lessor, and Thomas O. Weidner, the lessee, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Lancaster, Ohio, this 7th day of September, 1965.

/s/ Donald C. Miller
Notary Public, State of Ohio.

SEAL

This instrument prepared by: Miller and Barnes, Attorneys.

93019 Reg
RECEIVED In Fairfield
County, Ohio
At 10:46 o'clock am
Recorded Sept-10 1965
Record Lease Vol. 58 Page 330
SEP 8 1965
Rex M. Zollinger,
Recorder
Fairfield County
Lancaster, Ohio

Vol. 58 Page 331

25563 KESTLE N

Know all Men by these Presents

That **Mary C. Miller Rhoads and Raymond Rhoads, her husband,**-----

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,-----

to them *paid by* **Estella Miller,**-----

Whose address is: 160 Pershing Drive, Lancaster, Ohio,-----

the receipt whereof is hereby acknowledged, do hereby **Grant, Bargain,
Sell and Convey** *to the said* **Estella Miller,**-----

-----her *heirs and assigns forever,*

the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two:

An undivided one-fourteenth interest of, in and to the following real estate:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased by Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

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 his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

not subject parcel

not subject parcel

subject parcel

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, dated June , 1964, and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

91116

3.00

RECEIVED

IN FAIRFIELD COUNTY OHIO

AT 10:24 O'CLOCK A M

RECORDED JUNE 15 1965

RECORD DEED 339 PAGE 70

JUN 14 1965

Ray M. Zelling

RECORDER
FAIRFIELD COUNTY
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Mary C. Miller Rhoads and Raymond Rhoads, her husband,-----

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said

-----Estella Miller,-----

-----her heirs, and assigns forever,

And the said Mary C. Miller Rhoads and Raymond Rhoads, her husband,-----

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said Estella Miller,-----

-----her heirs, and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is

Clear, Free and Unincumbered; And Further, That they do Warrant and will Defend the same against all claim or claims, of all persons

whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.



VOL. 339 PAGE 72
TRANSFERRED

JUN 14 1965

J. A. Mock
County Auditor Fairfield County, Ohio

In Witness Whereof, *The said* Mary C. Miller Rhoads and Raymond Rhoads,
her husband,-----

who hereby release *s* all his right and expectancy of **Dower** in the said
premises, have hereunto set their hands *s* this

27th day of January in the year of our Lord
one thousand nine hundred Sixty-five.

Signed and acknowledged in presence of

Patricia L. Brown
Judson C. Kistler

Mary C. Miller Rhoads
(Mary C. Miller Rhoads)
Raymond Rhoads
(Raymond Rhoads)

State of OHIO, County of FRANKLIN, SS.

Be it Remembered, That on this 27th day of
January, in the year of our Lord one thousand nine hundred
Sixty-five, before me, the subscriber, a Notary Public
in and for said county, personally came Mary C. Miller Rhoads and Raymond Rhoads,
her husband,-----

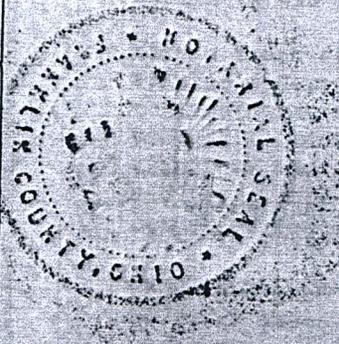
the grantors in the foregoing Deed, and acknowledged the signing
thereof to be their voluntary act and deed

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

Patricia L. Brown

Notary Public, Franklin County, Ohio

PATRICIA L. BROWN
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES AUG. 10, 1969



This instrument prepared by : Judson C. Kistler, Attorney at Law.

Know all Men by these Presents

That Walter L. Miller and Dorothy Miller, his wife,-----

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,-----

to them paid by Estella Miller,-----

Whose address is: 160 Pershing Drive, Lancaster, Ohio,

the receipt whereof is hereby acknowledged, do hereby **Grant, Bargain,**
Sell and Convey to the said Estella Miller,-----

----- her heirs and assigns forever,
the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two:

An undivided one-fourteenth interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

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 his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, ~~dated March 20th., 1948~~ and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

88342

300

Aug

RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 11:45 O'CLOCK
RECORDED JAN 16 1965
RECORD DEED VOL 335 PAGE 433

JAN 16 1965

R. M. Zelling

RECORDER
FAIRFIELD COUNTY
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Walter L. Miller and Dorothy Miller, his wife,-----

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said

----- Estella Miller,-----

----- her heirs, and assigns forever,

And the said Walter L. Miller and Dorothy Miller,-----

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said Estella Miller,-----

----- her heirs, and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further,** That they do **Warrant and will Defend** the same against all claim or claims, of all persons

whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

TRANSFERRED

JAN 16 1965

J. Q. Mook
County Auditor, Fairfield County, Ohio



In Witness Whereof, *The said* Walter L. Miller and Dorothy Miller, his wife,-----

who hereby release s all her right and expectancy of **Dower** in the said premises, ha ve hereunto set their hands this 9th. day of November, in the year of our Lord one thousand nine hundred Sixty Four.

Signed and acknowledged in presence of

Francis F. Conrad
Jane Kistler

Walter L. Miller
(Walter L. Miller)
Dorothy Miller
(Dorothy Miller)

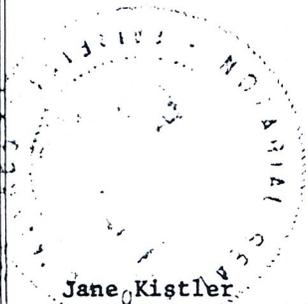
State of OHIO, County of FAIRFIELD, OH.

Be it Remembered, That on this 9th. day of November, in the year of our Lord one thousand nine hundred Sixty Four, before me, the subscriber, a Notary Public in and for said county, personally came Walter L. Miller and Dorothy Miller, his wife,-----

the grantor s in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed

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

Jane Kistler
Notary Public, Fairfield County, Ohio



This instrument prepared by Judson C. Kistler, Attorney at Law.

Know all Men by these Presents

That Franklin D. Miller and E. Louise Miller, his wife, -----

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, --

to them paid by Estella Miller, -----

Whose address is: 160 Pershing Drive, Lancaster, Ohio, -----

the receipt whereof is hereby acknowledged, do hereby **Grant, Bargain,
Sell and Convey** to the said Estella Miller, -----

----- her heirs and assigns forever,

the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two:

An undivided one-fourteenth interest of, in and to the following real estate:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

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 his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Subject
Parcel

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, dated Nov. 17th, 1964, and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

3⁰² 88341 *Ray*
RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 11:44 O'CLOCK
RECORDED Jan-19 1965
RECORDED Vol. 335 PAGE 430
JAN 16 1965
Ray M. Zellinger
RECORDER
FAIRFIELD COUNTY,
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Franklin D. Miller and E. Louise Miller,-----

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said

-----Estella Miller,-----

-----her heirs, and assigns forever,

And the said Franklin D. Miller and E. Louise Miller,-----

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said Estella Miller,-----

----- her heirs, and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further, That they do Warrant and will Defend** the same against all claim or claims, of all persons whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

TRANSFERRED

VOL 335 PAGE 432

JAN 16 1965

J. Q. Moore
County Auditor, Franklin County, Ohio



In Witness Whereof, *The said* Franklin D. Miller and E. Louise Miller,
his wife,-----

who hereby release s all her right and expectancy of **Dower** in the said
premises, ha ve hereunto set their hand s. this

TWENTIETH day of November in the year of our Lord
one thousand nine hundred Sixty Four.

Signed and acknowledged in presence of

Herman F. Klein
Richard M. Hamler

Franklin D. Miller
(Franklin D. Miller)

(E. Louise Miller)

E. Louise Miller

State of OHIO, County of FRANKLIN, SS.

Be it Remembered, That on this twentieth day of
November, in the year of our Lord one thousand nine hundred
Sixty Four, before me, the subscriber, a Notary Public
in and for said county, personally came Franklin D. Miller and E. Louise Miller,
his wife,-----

the grantors in the foregoing Deed, and acknowledged the signing
therof to be their voluntary act and deed

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

Herman F. Klein

Notary Public, Franklin County, Ohio.



HERMAN F. KLEIN, Notary Public
Lifetime Commission

This instrument prepared by: *Judson C. Kistler, Attorney at Law.*

Know all Men by these Presents

That Florence E. Miller LaRue and Luther M. LaRue, her husband,

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,

to them paid by Estella Miller, _____

Whose address is: 160 Pershing Drive, Lancaster, Ohio, _____

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,
Sell and Convey to the said Estella Miller, _____

_____ her heirs and assigns forever,

the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two:

An undivided one-fourteenth interest of, in and to the following real estate:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

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 his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, dated Nov. 17th, 1964, and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

300
88340
RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 11:43 O'CLOCK
RECORDED 20-19 1965
RECORD DEED VOL. 335, PAGE 428
JAN 16 1965
R. M. Zollinger
RECORDER
FAIRFIELD COUNTY
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Florence E. Miller LaRue and Luther M. LaRue,

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said
----- Estella Miller,

----- her heirs, and assigns forever,
And the said Florence E. Miller LaRue and Luther M. LaRue,

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said Estella Miller,

----- her heirs, and assigns,
that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further, That they do Warrant and will Defend** the same against all claim or claims, of all persons whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

TRANSFERRED

JAN 16 1965

J. Q. Mook
County Auditor, Pickaway County, Ohio



In Witness Whereof, The said Florence E. Miller LaRue and Luther M. LaRue, her husband,

who hereby release all his right and expectancy of Dower in the said premises, have hereunto set their hands this 12th day of December in the year of our Lord one thousand nine hundred Sixty-four.

Signed and acknowledged in presence of

Betty E. Margulis
Betty E. Margulis
Harry L. Margulis
Harry L. Margulis

Florence E. Miller LaRue
(Florence E. Miller LaRue)
Luther M. LaRue
(Luther M. LaRue)

State of OHIO, County of PICKAWAY, SS.

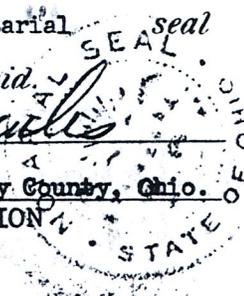
Be it Remembered, That on this 12th day of December, in the year of our Lord one thousand nine hundred Sixty-four, before me, the subscriber, a Notary Public

in and for said county, personally came Florence E. Miller LaRue and Luther M. LaRue, her husband,

the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed

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

Harry L. Margulis
Harry L. Margulis
Notary Public, Pickaway County, Ohio.
LIFETIME COMMISSION



This instrument prepared by Judson C. Kistler, Attorney at Law.

Know all Men by these Presents

That Dollie Miller North and Cecil North II, her husband, _____

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,

to them paid by Estella Miller, _____

Whose address is: 160 Pershing Drive, Lancaster, Ohio,

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,

Sell and Convey to the said Estella Miller, _____

_____ her heirs and assigns forever,
the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two: An undivided one-fourteenth interest of, in and to the following real estate:

Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

Also a tract of five (5) acres 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 his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of

Subject parcel

the Deed Records, Fairfield County, Ohio.

had
Reference is further to the Certificate of Transfer in the Estate of Frank C. Miller, ~~dated~~ and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

300 88339 Buy

RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 11:42 O'CLOCK
RECORDED JAN 19 1965
RECORD DEED VOL 335 PAGE 425

JAN 16 1965

R. M. Zelling
RECORDER
FAIRFIELD COUNTY
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Dollie Miller North and Cecil North II,

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said
----- Estella Miller, -----

-----her heirs, and assigns forever,
And the said Dollie Miller North and Cecil North II, -----

for themselves and their heirs, executors and administrators,
do hereby **Covenant** with the said Estella Miller, -----

-----her heirs, and assigns,
that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further,** That they do **Warrant and will Defend** the same against all claim or claims, of all persons whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

TRANSFERRED

VOL 335 PAGE 426

JAN 16 1965

J. Q. Swank
County Auditor, Fairfield County, Ohio



In Witness Whereof, The said Dollie Miller North and Cecil North II,
her husband, _____

who hereby releases all his right and expectancy of **Dower** in the said
premises, have hereunto set their hands this
eleventh day of June in the year of our Lord
one thousand nine hundred Sixty-four.

Signed and acknowledged in presence of
Phyllis L. Lowry
Carolyn Clara Lewis

Dollie Miller North
(Dollie Miller North)
Cecil North II
(Cecil North II)

State of MICHIGAN, County of WASHTENAW, SS.

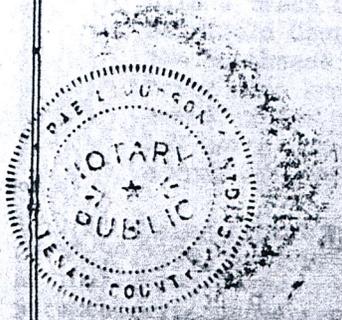
Be it Remembered, That on this *eleventh* day of
June, in the year of our Lord one thousand nine hundred
Sixty-four, before me, the subscriber, a Notary Public
in and for said county, personally came Dollie Miller North and Cecil North II,
her husband, _____

the grantors in the foregoing Deed, and acknowledged the signing
thereof to be their voluntary act and deed.

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

R. L. Judson

Notary Public, Washtenaw County, Michigan
Com' in exp'is Aug. 24, 1965



This instrument prepared by *Judson C. Kistler, Attorney at Law.*

Know all Men by these Presents

That Daniel M. Miller and Carolyn Miller, his wife, _____

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,

to them paid by Estella Miller, _____

Whose address is: 160 Pershing Drive, Lancaster, Ohio,

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain,

Sell and Convey to the said Estella Miller, _____

_____ her heirs and assigns forever,
the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

For further reference see Deed Book 302, Page 631, Fairfield County Records, being an Administrator's Deed in the Estate of Judson K. Sites, deceased, dated April 5th., 1961.

Parcel Two:

An undivided one-fourteenth interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

Also a tract of five (5) acres 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 his death, and being more particularly described by being situated in the Northeast corner of the intersection of State Routes No. 256 and No. 37.

Being a part of the premises referred to in Deed Recorded March 11, 1935, in Vol. 183, Page 218, Deed Records, Fairfield County, Ohio.

Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa C. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of

Subject

VOL 335 PAGE 421

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, ~~dated~~ and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

300

88338

Ray

RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 11:41 O'CLOCK AM
RECORDED Jan-19-1965
RECORD DEED VOL 335, PAGE 422

JAN 16 1965

Ray M. Zelling
RECORDER
FAIRFIELD COUNTY
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Daniel M. Miller and Carolyn Miller, _____

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof: **To have and to hold** the same to the only proper use of the said

_____ Estella Miller, _____

_____ her heirs, and assigns forever,

And the said Daniel M. Miller and Carolyn Miller, _____

for themselves and their heirs, executors and administrators, do hereby **Covenant** with the said Estella Miller, _____

_____ her heirs, and assigns,

that they are the true and lawful owners of the said premises, and have full power to convey the same; and that the title so conveyed is **Clear, Free and Unincumbered; And Further,** That they do **Warrant and will Defend** the same against all claim or claims, of all persons whomsoever; Grantors assume and agree to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

TRANSFERRED

JAN 16 1965

J. Q. Muehl
County Auditor, Fairbairn County, Minn.



In Witness Whereof, The said Daniel M. Miller and Carolyn Miller, his wife, _____

who hereby releases all her right and expectancy of **Dower** in the said premises, have hereunto set their hands this 12 day of June in the year of our Lord one thousand nine hundred Sixty-four.

Signed and acknowledged in presence of

Edward L. Schultz
Charles R. Hammond

Daniel M. Miller
(Daniel M. Miller)
Carolyn Miller
(Carolyn Miller)
(a.k.a. Caroline Miller)
Caroline Miller

State of MICHIGAN, County of WAYNE, SS.

Be it Remembered, That on this 12TH day of June, in the year of our Lord one thousand nine hundred Sixty-four, before me, the subscriber, a Notary Public

in and for said county, personally came Daniel M. Miller and Carolyn Miller, his wife, _____

the grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

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

Charles R. Hammond
CHARLES R. HAMMOND
Notary Public, Wayne County, Michigan.

My Commission Expires Oct. 5, 1964

This instrument prepared by: Judson C. Kistler, Attorney at Law.

Know all Men by these Presents

That Dottie C. Miller Cook, Unmarried,

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration,

to her paid by Estella Miller,

Whose address is: 160 Pershing Drive, Lancaster, Ohio,

the receipt whereof is hereby acknowledged, do es hereby **Grant, Bargain,
Sell and Convey** to the said Estella Miller,

her *heirs and assigns forever,*
the following described real estate:

Parcel One:

An undivided one-twenty-eighth interest of, in and to the following described real estate:

Situated in the County of Fairfield in the State of Ohio, and in the City of Lancaster, and bounded and described as follows:

Being Lot Number Fifty-two (52) in the Edgewood Park Addition to the said City of Lancaster, Ohio. See Deed Book 214, Page 41, Fairfield County Records.

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An undivided one-fourteenth interest of, in and to the following real estate: Situated in the Township of Walnut, County of Fairfield and State of Ohio, located in Walnut Township, Range 18, and in the Southwest corner of Section 20, containing 2.51 acres more or less, and being bounded on the West by Route #37 (State Route); and on the South by a lot which is owned by Franklin Cleveland Miller and leased to Oscar G. Weidner; on the North by a farm owned by Emerald E. Soliday and Electa Soliday; the east boundary is 198 feet east of the west boundary. Length is 490 feet north of south boundary.

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Also being a part of the premises referred to in the Warranty Deed from Ralph W. Miller and Clarissa G. Miller, his wife, to Frank C. Miller, dated March 20th., 1948 and recorded in Vol. 229, Page 434 of

Not subject property

not subject parcel

subject parcel

the Deed Records, Fairfield County, Ohio.

Reference is further had to the Certificate of Transfer in the Estate of Frank C. Miller, ~~deceased~~ and recorded in Deed Records of Fairfield County, Ohio, Vol. 334, Page 343.

300 88337
RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 11:40 O'Clock A.M.
RECORDED Jan 19 1965
RECORDED IN VOL. 335, PAGE 418
JAN 16 1965
Ray M. Zelling
RECORDER
FAIRFIELD COUNTY
LANCASTER, OHIO

and all the **Estate, Title and Interest** of the said Dottie C. Miller Cook,

either in Law or in Equity of, in and to the said premises; **Together** with all the privileges and appurtenances to the same belonging, and all the rents, issues, and profits thereof. **To have and to hold** the same to the only proper use of the said

----- Estella Miller, -----

-----her heirs, and assigns forever,

And the said Dottie C. Miller Cook, -----

for herself and her heirs, executors and administrators, do es hereby **Covenant** with the said Estella Miller, -----

-----her heirs, and assigns,

that she is the true and lawful owner of the said premises, and has full power to convey the same; and that the title so conveyed is

Clear, Free and Unincumbered; And Further, That she do es **Warrant and will Defend** the same against all claim or claims, of all persons

whomsoever; Grantor assumes and agrees to pay the installment of taxes due and payable in July, 1964; Grantee assumes and agrees to pay all taxes and assessments due and payable thereafter.

201800014837
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
08-20-2018 At 03:09 PM.
MORTGAGE 60.00
OR Book 1772 Page 3542 - 3547
18-16-20

(Space Above This Line For Recording Data)

COMMERCIAL OPEN-END MORTGAGE
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
MORTGAGE

1 of 2

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on August 16, 2018 between the mortgagor(s) Chaos, LLC, an Ohio Limited Liability Company, whose address is 6644 Woolard Rd NE, Pleasantville, Ohio 43148 ("Mortgagor"), and The Vinton County National Bank whose address is 521 East Main Street, Lancaster, Ohio 43130 ("Lender"), which is organized and existing under the laws of the United States of America. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of Seven Hundred Thousand and 00/100 Dollars (U.S. \$700,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the COUNTY of FAIRFIELD, State of Ohio:

Address: 8010 Lancaster Newark Rd, Baltimore, Ohio 43105
Legal Description: See Attached Exhibit "A"

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Chaos, LLC, Jeffrey P Watson, and Jacqueline M Watson to The Vinton County National Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). This includes all renewals, modifications or extensions of said indebtedness.

MATURITY DATE. The Indebtedness, if not paid earlier, shall be due on February 16, 2039.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

CROSS COLLATERALIZATION. It is the expressed intent of Mortgagor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Mortgagor.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this

Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

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48ba78e5-44fb24f2 - 2017.144.0.2

Commercial Real Estate Security Instrument - Page 3 of 5
DL4007

www.compliancesystems.com

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Ohio including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

DEFEASANCE. If Mortgagor keeps, observes and performs all of the covenants and conditions of this Security Instrument and pays, or causes to be paid, to Lender all of the Indebtedness owing pursuant to the Related Documents, then this Security Instrument will be void, otherwise it will remain in effect.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood. Signed and sealed by Mortgagor (s):

Chaos, LLC

Jeffrey P. Watson 8/16/18 (Seal)
By: Jeffrey P Watson Date
As: Sole Member

BUSINESS ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF FAIRFIELD)

This instrument was acknowledged on the 16th day of August, 2018, by Jeffrey P Watson, Sole Member on behalf of Chaos, LLC, an Ohio Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal.

My commission expires:

12-1-19

Cheryle S. Lange

County, OH

(Official Seal)



Identification Number
CHERYLE S. LANGE
NOTARY PUBLIC
STATE OF OHIO
Commission expires
December 01, 2019

THIS INSTRUMENT PREPARED BY:
The Vinton County National Bank
112 West Main Street
Mc Arthur, OH 45651

AFTER RECORDING RETURN TO:
The Vinton County National Bank
112 West Main Street
Mc Arthur, OH 45651

Exhibit A

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.

Parcel Number: 049-02544-00

20200004148
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
02-28-2020 At 03:07 pm.
LEASE 62.00
OR Book 1816 Page 2735 - 2737

Land Lease Agreement

On this day-

Landowner, (Lessor), Chaos LLC - enters in to lease agreement with
sign owner, (Lessee) Kernady Outdoor Advertising LLC under the written conditions
that follow:

This agreement shall be binding to any other party assuming control or ownership of said
property.

Sign Location- Billboard will be located at: 8010 Lancaster-Newark Rd NE Baltimore, OH
Parcel # - (0490254400) 43105

Township: Walnut TWP

County: Fairfield County

Duration of lease is to be 15 years from the date of signing. Lessee has option to
renew this agreement every five years there after but would be required to increase land
lease payment to Lessor by 5% each time lease is renewed.

The location of the billboard on the above listed premises must be mutually agreed upon
by Lessor and Lessee before billboard structure is placed on the Lessor's property. Lessee
agrees to place (1) billboard structure on the premises.

(Lessee) agrees to pay (Lessor) \$200.00 every month for the duration of the
lease. Payments shall commence the day that construction for the billboard starts on the
Lessor's premises.

If at any time during the lease the Lessee would fail to make a monthly payment to Lessor
for any longer period of time than sixty days, the Lessor must notify the Lessee in writing in
regards to the matter. If the Lessee does not respond or pay the past due payments within
six months, after the written notification from the Lessor, the Lessor would then have the
right to terminate this agreement.

In the event of Lessor's death, this agreement will be assumed with all legal and binding
rights, by his heirs, or owner of leased premises, and they shall be considered the
(Lessor).

During the term of the lease, the billboard owner (Lessee) shall have the right to construct
and maintain the billboard structure on the premises listed above including installation of
underground or overhead electrical service. The Lessee agrees to keep sign structure
properly maintained for the duration of the lease. Lessee agrees to maintain the
appearance of the structure as to not devalue or hinder the overall appearance of Lessors
property.

(Lessor) grants to billboard owner (Lessee) and also billboard owner's employee's, the
right of reasonable access to the premises for the purpose of erecting and maintaining the
display at all times during the term of the agreement.

Lessee shall indemnify and hold Lessor harmless against any and all claims, liabilities, damages, or losses resulting from any injury or death of any person or damage to property occurring on or about the leased premises or in any manner in conjunction with the use of the premises and the operation and maintenance of the sign.

Billboard owner (Lessee) shall be responsible for all costs associated with the maintenance and operation of the billboard as well as the construction costs of the billboard. This would include the supply of electrical power to the billboard as well as all state and local permits.

The billboard shall remain the personal property of the billboard owner (Lessee) and upon the termination of this lease, lessee has the option to remove or leave sign structure on the premises. If the structure is not left on the premises, lessee would be required to remove sign to ground level.

Billboard owner has the right to maintain the visibility of the billboard structure and also the visibility of the advertisements placed on the billboard structure. No object, building, or any other entity may be placed in a position on the property that would interfere with the visibility of the advertisements. This would include the billboard owner's right to maintain the visibility of the billboard by trimming or cutting any type of trees or vegetation that may interfere with the traffic's ability to see the billboard. Lessee must notify Lessor before extensive tree trimming or vegetation clearing commences.

Billboard owner shall have the right to terminate this agreement by giving landlord (Lessor) sixty days notice in writing in the event that any covenant or restriction or any statute, ordinance, regulation or requirements of any governmental entity relating to billboard owners use of the premises shall prohibit or limit or restrict billboard owners use of premises as contemplated by this agreement. In the event of the Lessor selling the property of the above stated premises, Lessor must be notified of sale and given first option to purchase property at fair market value. If a street or road were to be re routed making the visibility of the billboard less visible or rendered useless in regards to visibility, or a visual obstruction such as a tree or neighboring structure should hinder visibility of the billboard, then the Lessee would then have the right to terminate the lease agreement.

The Lessee has the option to transfer, (sell) this agreement to another individual or company as long as the company or individual assumes and abides by all the terms and regulations set forth in this agreement.

This agreement may be ended or revised at any time upon the mutual agreement of both parties.

Lessee, (Billboard Owner), has six months from date of signing to cancel this lease agreement if after further research feels that the billboard structure will not be as profitable as initially intended, if underground or overhead utilities restrict placement of the billboard, or if government entities will not allow construction of the billboard.

Lessor- (property owner)- *Chess LLE*

Signature- *[Signature]*

Date- *2-28-2020*

Lessor Address- *8010 Lancaster-Newark Road
Baltimore, Ohio 43105*

Lessor Phone Number- *740-808-2129*

Lessee- (billboard owner)- *Richard Kennedy - (Kennedy Outdoor Advertising LLC)*

Signature- *[Signature]* *Richard Kennedy*

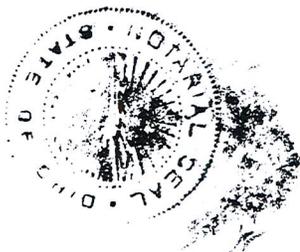
Date- *2-28-2020*

Lessee Address- *9327 Martinsburg Rd Saint Louisville, OH 43071*

Lessee Phone Number- *740-258-7083*

Document Prepared by: *Richard C. Kennedy - (Kennedy Outdoor Advertising LLC)*

Kimberly G Russell
Notary State of Ohio
Com. Exp. MAY 12, 2023



**TRANSFER
NOT NECESSARY**

JUL 29 2016

Jim Aslette, Jr.
County Auditor, Fairfield County, Ohio

201600012992
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
07-29-2016 At 10:32 am.
EASEMENT 52.00
OR Book 1715 Page 1856 - 1860

ODOT RE 208
Rev. 09/2012

ED
State

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Thomas O. Weidner, AKA Thomas Oscar Weidner, and Ruth Ann Weidner, husband and wife, the Grantor(s) herein, in consideration of the sum of \$714.00, to be paid by the State of Ohio, Department of Transportation, do hereby grant, bargain, sell, convey and release to the State of Ohio for the use and benefit of the Department of Transportation, the Grantee herein, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 2-SH

DO5-FY2017 Signal Upgrade (S.R. 37 & S.R. 256)

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Fairfield County Current Tax Parcel No. 049-02544-00

Prior Instrument Reference: Vol. 628, Page 248, Fairfield County Recorder's Office.

And the said Grantor(s), for and successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

Grantor(s) a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor(s) provides timely notice of a desire to repurchase; provided however that such right of repurchase is subject to the authority of the Director of Transportation to convey unneeded property pursuant to Section 5501.34 (F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. The within right of repurchase shall be extinguished if any of the following occur: (A) Grantor(s) to repurchase the property; (B) Grantor(s) to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF Thomas O. Weidner, AKA Thomas Oscar Weidner, and Ruth Ann Weidner, have hereunto set their hands on the 23rd day of June, 2018.

Thomas O. Weidner
THOMAS O. WEIDNER AKA
THOMAS OSCAR WEIDNER

Ruth Ann Weidner
RUTH ANN WEIDNER

STATE OF Ohio, COUNTY OF Fairfield ss:

BE IT REMEMBERED, that on the 23rd day of June, 2016, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Thomas O. Weidner, AKA Thomas Oscar Weidner, and Ruth Ann Weidner, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

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



Angela E Miller
Notary Public
In and For The State of Ohio
My Commission Expires
June 19, 2018

Angela E. Miller
NOTARY PUBLIC
My Commission expires: June 19, 2018

This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.

EXHIBIT A

RX 270 SH

Page 1 of 2

Rev. 06/09

Ver. Date 11/12/15

PID 95383

**PARCEL 2-SH
D05-FY2017 SIGNAL UPGRADE (S.R. 37 & S.R. 256)
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the State of Ohio, Department of Transportation, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Township of Walnut, Section 20, Range 18 West, Township 16 North, and being more particularly described as follows:

PARCEL NO. 2-SH

Being a parcel of land lying on the left side of the centerline of survey of S.R. 256 made by the Ohio Department of Transportation, as shown on file in plans D05-FY 2017 Signal Upgrades (S.R. 37 & S.R. 256) at the District 5 office of the Ohio Department of Transportation, Jacksontown, OH and being located within the following described points in the boundary thereof:

Beginning at a point on the existing Right of Way line, said point being located 25.00 feet left of centerline station 26+54.40 of the centerline of survey and construction, S.R. 256, also being 30.00 feet right of centerline station 16+53.19 of the centerline of survey & construction, S.R. 37, said point being the **TRUE POINT OF BEGINNING**.

Thence, along the existing Right of Way line of S.R. 37, **North 03 degrees 34 minutes 49 seconds East** a distance of **20.00 feet** to a set iron pin on the proposed Right of Way line, said pin being located 45.00 feet left of centerline station 26+54.76 of the centerline of survey & construction, S.R. 256 also being located 30.00 feet right of centerline station 16+73.19 of the centerline of survey & construction, S.R. 37;

EXHIBIT A

Page 2 of 2

RX 270 SH

Rev. 06/09

Thence, along said proposed Right of Way line, **South 87 degrees 27 minutes 31 seconds East** a distance of **15.24 feet** to a set iron pin, said pin being located 45.00 feet left of centerline station 26+70 of the centerline of survey & construction, S.R. 256;

Thence, continuing along said proposed Right of Way line, **South 02 degrees 32 minutes 29 seconds West** a distance of **20.00 feet** to a set iron pin on the existing Right of Way line of S.R. 256, said pin being located 25.00 feet left of centerline station 26+70 of the centerline of survey & construction, S.R. 256;

Thence, along said existing Right of Way line, **North 87 degrees 27 minutes 31 seconds West** a distance of **15.60 feet** to the **POINT OF BEGINNING**.

It is understood that the above described area contains 0.007 acres more or less, including the present road which occupies 0.000 acres, more or less, which is to be deducted from the value of Auditor's Parcel Number 049-02544-00.

All set iron pins are 3/4" x 30" rebars with aluminum caps inscribed "O.D.O.T. R/W District 5". All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, Grid Coordinates, South Zone, N.A.D. 1983 (Conus) Geoid 12A (Ohio) as established by GPS measurements in 2013.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Ohio Department of Transportation, Columbus Ohio.

Description prepared from an actual field survey by The Ohio Department of Transportation under the supervision of Charles W. Price, Jr. P.S. 7825.

Prior Instrument Reference as of the date of this survey was prepared: Deed Volume 628 page 248 of Fairfield County, Ohio.


Charles W. Price, Jr. P.S. 7825 11/2/15
Date



201800014838
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
08-20-2018 At 03:09 pm.
NOTICE COMM 36.00
OR Book 1772 Page 3548 - 3550

same

NOTICE OF COMMENCEMENT
Section 1311.04, Ohio Revised Code

2 of 2

STATE OF OHIO, FAIRFIELD COUNTY, SS

The undersigned, after being first duly sworn, states the following:

1) The legal description of the real property (hereinafter "Property") on which the improvement is to be made is described as follows:

See Exhibit A

2) The improvement to be performed upon the Property is construction _____
of Drive Thru

3) The name and address of the owner of the Property contracting for the improvement is Chaos, LLC, 6644 Woolard Road, Pleasantville, Ohio 43148.

4) The name and address of the fee owner of the Property subject to the construction agreement is Chaos, LLC, 6644 Woolard Road, Pleasantville, Ohio 43148.

5) The original contractor is *Eversole Builders*, with an address of *2495 Election House Road Lancaster OH 43130*.

6) The owner first executed a contract with an original contractor for the improvement on *5-24-18*.

7) The lending institution providing financing for the subject improvements is The Vinton County National Bank, 521 East Main Street, Lancaster, Ohio 43130.

8) The name and address of the owner's designee is Jeffrey P. Watson, Sole Member of Chaos, LLC, 6644 Woolard Road, Pleasantville, Ohio 43148.

9) The names and addresses of all sureties on any bonds which guarantee payment of the original contractors' obligations under contracts for the improvement are as follows: N/A

10) **TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:**

TAKE NOTICE THAT LABOR OR WORK IS ABOUT TO BEGIN ON OR MATERIALS ARE ABOUT TO BE FURNISHED FOR AN IMPROVEMENT TO THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT. A PERSON HAVING A MECHANICS' LIEN MAY PERSERVE THE LIEN BY PROVIDING A NOTICE OF FURNISHING TO THE ABOVE-NAMED DESIGNEE AND THE ABOVE-NAMED DESIGNEE'S ORIGINAL CONTRACTOR, IF ANY, AND BY TIMELY RECORDING AN AFFIDAVIT PURSUANT TO SECTION 1311.06 OF THE REVISED CODE.

A COPY OF THIS NOTICE MAY BE OBTAINED UPON MAKING A WRITTEN REQUEST BY CERTIFIED MAIL TO THE ABOVE-NAMED OWNER, PART OWNER, LESSEE, DESIGNEE, OR THE PERSON WITH WHOM YOU HAVE CONTRACTED.

11) The name and address of the person who prepared this notice is Jonathan C. Clark, Attorney at Law, Clark & Clark and Associates, PO Box 1405, Lancaster, Ohio 43130.

12) The undersigned Contracting Party states, after being duly sworn, that the information provided in the foregoing notice is true as said contracting party verily believes.

Chaos, LLC

By: Jeffrey P. Watson
Jeffrey P. Watson, Sole Member

STATE OF OHIO }
COUNTY OF FAIRFIELD } ss:

The signatory of this Notice of Commencement ("Notice"), Jeffrey P. Watson, Sole Member of Chaos, LLC, appeared before me, a Notary Public in and for said County and State, and swore that all the information in the foregoing notice is true as he verily believes and further that he is fully authorized to give said notice.

Sworn to and subscribed before me this 18 day of Aug, 2018.

Cheryle Lange
Notary Public, State of Ohio



CHERYLE S. LANGE
NOTARY PUBLIC
STATE OF OHIO
Commission expires
December 01, 2019

This instrument prepared by Jonathan C. Clark
Attorney at Law
CLARK & CLARK AND ASSOCIATES
Lancaster, Ohio

Exhibit A

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.

Parcel Number: 049-02544-00



General Warranty Deed*

Milton McKinley Watson, married, of Fairfield County, Ohio

for valuable consideration paid, grant(s) with general warranty covenants, to

Eileen M. Ackley
1075 BALTIMORE/SOMERSET Rd., BALTIMORE, OHIO 43105

, whose tax-mailing address is

the following REAL PROPERTY: Situated in the County of Fairfield in the State of Ohio and in the Township of Walnut

Situated in the Township of Walnut, County of Fairfield, and State of Ohio, and being a part of the Northwest Quarter of Section 29, Township 16, Range 18 and bounded and described as follows:

Beginning at a point in the center line of State Route No. 256 East 490.86 feet distant from the Northwest corner of Section 29; thence with the center line of said road East 150.00 feet to a point; thence with the East line of M. M. Watson's tract and the West line of a certain 10.00 acre tract S 0° 36' W 290.40 feet to an iron pin (passing an iron pin at 20.82 feet); thence West 150.00 feet to an iron pin; thence N 0° 36' E 290.40 feet to the place of beginning, (passing an iron pin at 269.58 feet). Containing 1.00 acre, more or less.

Together with an easement approximately 10 feet wide, which shall run in a southwesterly direction across the Grantor's adjacent property, for the purpose of installing a drain for sewage disposal purposes, and said drain shall be installed and maintained at Grantee's expense.

This parcel shall not be utilized as a separate building site until approved by the existing planning agency with platting authority over the area. Unless such approval is obtained this parcel shall be used in conjunction with the parcel recorded in Volume 461, Page 344 Deed Records, Fairfield County, Ohio.

DESCRIPTION REVIEWED AND
APPROVED FOR TRANSFER ONLY
OFFICE OF FAIRFIELD COUNTY ENGINEER
BY: [Signature] DATE: 8-15-86
16974

Prior Instrument Reference: Volume 165 Page 214 of the Deed Records of Fairfield County, Ohio. Esther I. Watson, wife (husband) of the Grantor, releases all rights of dower therein. Witness our hand(s) this 13th day of August, 19 86

Signed and acknowledged in presence of:

Douglas M. Waters
Virginia L. Clum

Milton McKinley Watson
(Milton McKinley Watson)
Esther I. Watson
(Esther I. Watson)

State of Ohio County of Fairfield ss.
BE IT REMEMBERED, That on this 13th day of August, 19 86, before me, the subscriber, a Notary Public in and for said state, personally came Milton McKinley Watson and Esther I. Watson the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

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

Virginia L. Clum
Notary Public, My Com. Exp. 3-9-90

This instrument was prepared by James C. Aranda, Attorney at Law, Lancaster, Ohio.

- (1) Name of Grantor(s) and marital status.
- (2) Description of land or interest therein, and encumbrances, reservations, and exceptions, taxes and assessments, if any.
- (3) Delete whichever does not apply.
- (4) Execution in accordance with Chapter 5301 Ohio Revised Code.

Auditor's and Recorder's Stamps
recorded by DEC 21 1986 (86-236EX)

TRANSFERRED

OCT 21 1986

James P. Reid
County Auditor, Fairfield County, Ohio

REAL ESTATE CONVEYANCE

Fee \$ 6.00

Exempt $\frac{1}{4}$ _____

James P. Reid
Auditor, Fairfield County, Ohio

10998 PARADO

General Warranty Deed

FROM

Milton H. V. Watson
Ester I. V. Watson

TO

Eileen M. Ackley

RECEIVED in Fairfield County, Ohio
at 10:28 O'CLOCK A.M.
RECORDED OCT 22 1986
RECORD VOL 545 PAGE 943

10⁰⁷ OCT 21 1986

Gene Wood
Recorder, Fairfield County, Ohio

18-16-29

Copy
Chas -
Retriev
Baltimore
Net
Clinic
Taylor

RIGHT OF WAY

For and in Consideration of One Dollar to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of ~~two dollars~~ one dollar per lineal rod, to be paid when such grant shall be used or occupied

Frank C. Miller and Stella G. Miller
Husband and Wife

(hereinafter called the Grantor.S) do hereby grant to THE OHIO FUEL GAS COMPANY (hereinafter called the Company), its successors and assigns, the right to lay a pipe line over and through the premises hereinafter described, and to maintain, operate without restriction or limitation, repair, replace and remove same, together with valves and other necessary appurtenances on lands in Lot _____, Section 20, Walnut Township, Fairfield County, Ohio, situated in Qr. Twp. No. _____, Township No. _____, Range No. _____, and bounded as follows:

On the North by lands of Weidner, Morris and Race (and N.Y.C.R.R.)
On the East by lands of Flora Washeter
On the South by lands of State Route 256
On the West by lands of State Route 37 and Race
and containing 124 acres, more or less, with the right of ingress and egress to and from the same.

The Grantor.S. may use and enjoy the said premises, subject to the rights herein granted to the Company. All pipe, except where risers with attached valves may become necessary, shall be buried so as not to interfere with the cultivation of the land. The Company shall pay any damages which may arise to crops and fences from the laying, maintaining, operating, repairing, replacing and final removing of said pipe line. Said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor.S., their heirs or assigns, one by the Company, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive. The Company, its successors or assigns, may at any time lay, maintain, operate, repair, replace and remove other lines of pipe elsewhere on said premises, upon the payment of a like consideration for each line, and subject to the same conditions as above; the laying of any one line of pipe shall not fix or limit the right of way herein granted. The Company may replace or change the size of its pipes, without interruption to service, by paying the damages, if any, to crops and fences which may arise in making such change.

While gas is conveyed through said premises, Grantor.S, their heirs and assigns, shall have the right to purchase gas for domestic use in ~~any~~ any dwelling on said premises, subject to the Company's rules and regulations at the rate provided in the current established rate schedule filed with the Public Utilities Commission of Ohio applicable in the territory where gas is to be delivered. If no established rate schedule is applicable in said territory, then the rate prevailing in the nearest community served by the Company shall apply. Grantor shall pay for all gas so delivered within ten (10) days after the bill for the monthly reading period has been issued. Whenever the Company, its successors or assigns, shall desire to remove or abandon a pipe line constructed under authority of this right of way, the Grantor.S. right to purchase gas therefrom shall cease and terminate.

Payment of all money due Grantor.S hereunder may be made to Frank C. Miller by check made payable to his order and mailed to him at Route 1 Baltimore, Ohio.

In Witness Whereof, the Parties hereto have hereunto set their hands this 19th day of April, 1957.
Signed and acknowledged in the presence of:

Ralph D. Plasterer
Frank C. Miller
Mrs. Stella G. Miller



Personally appeared before me, a _____ Notary Public _____ in and for said County Fairfield Frank C. Miller and Stella G. Miller

who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this 19th day of April, 1957.

Ralph D. Plasterer
RALPH D. PLASTERER
NOTARY PUBLIC
My Commission Expires
February 6, 1959

THIS INSTRUMENT WAS PREPARED BY
THE OHIO FUEL GAS COMPANY,

1 60
C.D.C. A-205
40002

1.40
40002
log

Recorder, please use reverse side.

Recorder's No.

Vol. No.

Filed for Record, 19

Page File

at o'clock M

RIGHT OF WAY

Recorded, 19

VOL. Frank O. Miller

RECEIVED IN FAIRFIELD COUNTY, OHIO

TO Stella G. Miller

At 9:52 P.M. Page 269 of 269
RECORDED Dec 29 1957
MAY 15 1957
Records.
Kox M. Bellinger

The Ohio Fuel Gas Co.

RECORDER
FAIRFIELD COUNTY, OHIO

Date April 19th, 1957

Recorder, Co., Ohio

Twp. Walnut

County Fairfield

LINE NAME R-205

Inch line from

To

Feet Rods Rate

Amount Paid, \$ Date

W.O. 03-2-0545

A. 1/200

2700106

STATE OF OHIO, COUNTY, ss.

Personally appeared before me, a in and for said County

who acknowledged the signing of the foregoing instrument to be voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this day of, A. D., 19

STATE OF OHIO, COUNTY, ss.

Personally appeared before me, a in and for said County

who acknowledged the signing of the foregoing instrument to be voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this day of, A. D., 19

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That The Ohio Fuel Gas Company, a corporation of the State of Ohio, for and in consideration of the sum of Nine Thousand, Four Hundred, Twenty-One and 72/100 Dollars (\$9,421.72), and other valuable considerations, receipt of which is hereby acknowledged, does hereby convey and release, to the State of Ohio, for highway purposes, any and all rights it may have or may have had in the following described land:

Situated in Fairfield County, Walnut Twp., Sections 20 and 29, T. 16, R. 18 and being all the lands within the highway right of way limits between station 16+55 and station 48+33 in the centerline of survey of State Route No. 256, Sections 15.88-16.50, Fairfield County, Ohio, made by the Department of Highways, as shown by plans on file with the Director of Highways, Columbus, Ohio,

and further release the State of Ohio from any and all claims for compensation and damages growing out of the rearrangement of the said Company's plant to conform to the improvement of said highway.

IN WITNESS WHEREOF, said The Ohio Fuel Gas Company has caused its corporate name to be subscribed, and its corporate seal to be affixed by its Vice President, and ~~Assistant~~ Secretary, this 14th day of May, 1957.

In presence of:

THE OHIO FUEL GAS COMPANY

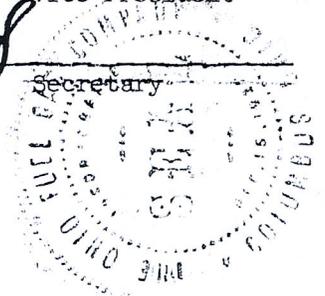
L. S. Hopper
Marcia E. Wolf

W. E. Ferguson Vice President
W. F. Laird Secretary

(Seal)

STATE OF OHIO)
 : ss
COUNTY OF FRANKLIN)

*Transfer not necessary
F. J. ...
...*



Before me, a notary public, in and for said county, personally appeared W. E. Ferguson Vice President, and W. F. Laird ~~Assistant~~ Secretary, of The Ohio Fuel Gas Company, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President and ~~Assistant~~ Secretary, and that said instrument is the free and corporate act and deed of The Ohio Fuel Gas Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 14th day of May, 1957.

704
RECEIVED IN FAIRFIELD COUNTY, OHIO
AT 1:40 O'CLOCK P.M.
RECORDED June 21 1957

THIS INSTRUMENT WAS PREPARED BY THE OHIO DEPARTMENT OF HIGHWAYS By W. R. UNDERWOOD

George King Notary Public
GEORGE KING
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES OCT. 9, 1957

RECORDER
VOL 270 PAGE 849

H2/

R W Form 1
Title
Revised 9-7-50

Sheet 1 of 3 Sheets

EASEMENT FOR HIGHWAY PURPOSES

From Frank C. Miller,
Address - Baltimore, R. D. #1, Ohio
to the

STATE OF OHIO
S. R. 256 County, Fairfield
Section 15.88 (Br. No. FA-256-162)
Parcel No. 1

R/W Form 5
Metes and Bounds
Revised 9-20-28--C

Sheet 2 of 3 Sheets

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Frank C. Miller, the Grantor, for and in consideration of the sum of Seven Hundred and Ninety four and no/100 Dollars (\$794.00/xx) and for other good and valuable considerations to him paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Fairfield County, Ohio, Walnut Township, Section 20, Town 16, Range 18, and bounded and described as follows:

PARCEL No. 1

Beginning at the intersection of grantor's easterly property line, with the centerline of a survey made by the Department of Highways in 1950 for Fai-256-15.88, (known as the Reynoldsburg-Baltimore-Somerset Road), said point of intersection being Station 37 + 40, in said centerline survey; thence, North 86° 23' West, along said centerline survey, a distance of 1,433.32 feet, to P. T. Station 23 + 06.68, in said centerline survey; thence, in a westerly direction, along said centerline survey, with a curve to the right, having a radius of 11,459.16 feet, a distance of 128.33 feet, to P. C. Station 21 + 78.35, in said centerline survey; thence, North 85° 44' 30" West, along said centerline survey, a distance of 328.35 feet, to Station 18 + 50, in said centerline survey; thence, North 4° 15' 30" East, a distance of 25.0 feet, to a point in the present northerly right of way line of Fai-356-15.88, said point being 25.0 feet northerly of Station 18 + 50, in said centerline survey; thence, North 82° 57' East, a distance of 51.0 feet to a point, 35.0 feet northerly of Station 19 + 00, in said centerline survey; thence, South 86° 46' East, a distance of 278.40 feet, to a point, 40 feet northerly of P. C. Station 21 + 78.35, in said centerline survey; thence, South 86° 04' East, a distance of 126.66 feet, to a point, 40.0 feet northerly of P. T. Station 23 + 06.68, in said centerline survey; thence, South 86° 23' East, a distance of 393.32 feet, to a point, 40.0 feet northerly of Station 27 + 00, in said centerline survey; thence, South 88° 50' East, a distance of 700.64 feet, to a point, 70.0 feet northerly of Station 34 + 00, in said centerline survey; thence, South 85° 26' East, a distance of 340.05 feet, to a point in grantor's easterly property line, 64.33 feet northerly of Station 37 + 40, in said centerline survey; thence, South 4° 10' West, a distance of 64.33 feet, to the place of beginning.

as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described contains 1.07 acres, more or less, exclusive of the present road which occupies 1.08 acres, more or less.

R/W Form 7
Acknowledgment
Revised 9-20-28-C.

Sheet 3 of 3 Sheets

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

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenants with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Stella G. Miller, wife of Frank C. Miller hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Frank C. Miller and Stella G. Miller have hereunto set their hands, the 14th day of Feb. in the year of our Lord one thousand nine hundred and 51.

Signed and sealed in presence of:

E. H. Harter
Jo Ann Harter

Frank C. Miller
Stella G. Miller

42

R W Form 1
Title
Revised 9-7-50

Sheet 1 of 2 Sheets

Cocate
R/W
II

EASEMENT FOR HIGHWAY PURPOSES

From Frank C. Miller,
Address - Baltimore, R. D. #1, Ohio
to the

STATE OF OHIO
S. R. 256 County Fairfield
Section 15.88 (Br. No. FA-256-162)
Parcel No. 1-X

R/W Form 1
Channel Change
6-24-38.

Sheet 2 of 2 Sheets

AGREEMENT FOR CHANNEL CHANGE

S. R. No. 256, Section 15.88, Fairfield County

ARTICLES OF AGREEMENT

These articles of agreement entered into this 14th day of Feb. 1951, by Frank C. Miller and the Department of Highways, State of Ohio, Witnesseth:

That Frank C. Miller, for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) to him paid by the State of Ohio, does hereby grant permission to said State of Ohio to use the hereinafter described portion of his premises for the purpose of excavating and completing a channel change for Walnut Creek at Bridge No. FA-256-162 in connection with the above proposed improvement; the Grantor further agree² to permit the State of Ohio to perform such maintenance and repair operations on said channel change as may be necessary to protect the highway, and further, the Grantor for the consideration hereinbefore named, releases the State of Ohio from and waives all damages of every kind and nature whatsoever arising from or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The said channel change is to be made on the following described premises: Situated in the State of Ohio, County of Fairfield, Walnut Township, Section 20, Town 16, Range 18, and more fully described as follows:

Parcel No. 1-X

Beginning at the intersection of grantor's easterly property line, with the northerly right of way line of Highway Easement Parcel No. 1, said point of intersection being 64.33 feet northerly of Station 37 + 40, in said centerline of a survey made by the Department of Highways in 1950 for Fai-256-15.88, (known as the Reynoldsburg-Baltimore-Spenser Road); thence, North 85° 26' West, along the northerly right of way line of said Parcel No. 1, a distance of 340.05 feet, to a point, 70.0 feet northerly of Station 34 + 00, in said centerline survey; thence, North 58° 05' East, a distance of 421.49 feet, to a point in grantor's easterly property line, 315.0 feet northerly of Station 37 + 43, in said centerline survey; thence, South 4° 10' West, along grantor's easterly property line, a distance of 250.79 feet, to the place of beginning, as shown by plans on file in the office of the Department of Highways, Columbus, Ohio.

It is understood that the strip of land above described is not to be in excess of 251 feet in width, and contains 0.98 acres, more or less.

IN WITNESS WHEREOF, said Frank C. Miller and Stella G. Miller have hereunto set their hands the 14th day of Feb., in the year of our Lord One thousand nine hundred and 51.

Signed and sealed in the presence of:

E. H. Harter
Jo Ann Harter

Frank C. Miller
Stella G. Miller

STATE OF OHIO)
COUNTY OF Fairfield) ss:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Frank C. Miller and Stella G. Miller who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Thurston, O. Ohio, this 14th day of February, A. D. 1951.

(N. P. SEAL)

Jo Ann Harter
Jo Ann Harter
Commission expires December 14, 1952

RECEIVED FOR RECORD: Dec. 14, 1951
AT: 3:20 O'clock P.M.
RECORDED: Dec. 17, 1951

ATTEST: Paul H. King R. F. C.





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/08/2016	201606703288	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00	0.00

Receipt

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

CLARK & CLARK AND ASSOCIATES
130 E. CHESTNUT ST.
LANCASTER, OH 43130

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

3875751

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

CHAOS, LLC

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

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 03/07/2016

Document No(s):

201606703288



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
8th day of March, A.D. 2016.

Ohio Secretary of State



Form 533A Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 3/7/2016

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busseerv@OhioSecretaryofState.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99

CHECK ONLY ONE (1) BOX

(1) Articles of Organization for Domestic
For-Profit Limited Liability Company
(115-LCA)

(2) Articles of Organization for Domestic
Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

Effective Date
(Optional) mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

This limited liability company shall exist for
(Optional) Period of Existence

Purpose
(Optional)

TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE FORMED UNDER SECTION 1705.01 THROUGH 1705.58, INCLUSIVE, OF THE REVISED CODE OF THE STATE OF OHIO.

**Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

CHAOS, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

JONATHAN C. CLARK

Name of Agent

130 E. CHESTNUT ST., P.O. BOX 1405

Mailing Address

LANCASTER

City

OH

State

43130

ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, _____ named herein as the statutory agent

JONATHAN C. CLARK

Statutory Agent Name

for

CHAOS, LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature

JONATHAN C. CLARK

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

DANIEL A. YARMESCH

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



Form 533A Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 3/7/2016

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
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Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

Effective Date (The legal existence of the limited liability company begins upon the filing
(Optional) mm/dd/yyyy of the articles or on a later date specified that is not more than ninety days
after filing)

This limited liability company shall exist for
(Optional) Period of Existence

Purpose

****Note for Nonprofit LLCs**
The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

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CHAOS, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

JONATHAN C. CLARK

Name of Agent

130 E. CHESTNUT ST., P.O. BOX 1405

Mailing Address

LANCASTER

City

OH

State

43130

ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, _____ named herein as the statutory agent

JONATHAN C. CLARK

Statutory Agent Name

for _____

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature _____
JONATHAN C. CLARK

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

DANIEL A. YARMESCH

Signature

By (if applicable)

Print Name

Signature

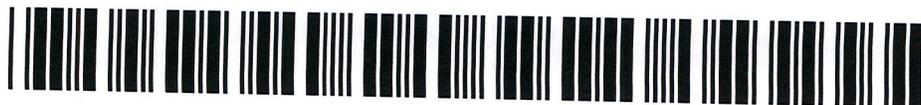
By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
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This is not a bill. Please do not remit payment.

CLARK & CLARK AND ASSOCIATES
130 E. CHESTNUT ST.
LANCASTER, OH 43130

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Jon Husted
3875751**

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CHAOS, LLC

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

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 03/07/2016

Document No(s):
201606703288



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
8th day of March, A.D. 2016.

Jon Husted
Ohio Secretary of State

Fairfield County GIS



Notes

PCL 007 CHAOS LLC

Data For Parcel 0490254400

Base Data

Parcel:	0490254400
Owner:	CHAOS LLC
Address:	8010 LANCASTER-NEWARK RD



[+] Map this property.

Mailing Address

Mailing Name:	CHAOS LLC
Address:	6644 WOOLARD RD
City State Zip:	PLEASANTVILLE, OH 43148

Taxing District

City:	UNINCORPORATED
Township:	WALNUT TOWNSHIP
School District:	LIBERTY UNION-THURSTON L.S.D.

Legal

Neighborhood:	00065014 FOXCHASE/EXECUTIVE 020	Legal Acres:	3.12
Legal Description:	R 18 T 16 S 20 SW	Land Use:	(435) C - DRIVE-IN REST/FOOD SERVICE FAC
		Property Class:	COMMERCIAL
		Range Township Section:	0-0-0
Map Number:	0020-00-015-00		

Tax Year 2020 Tentative Valuation

	Appraised	Assessed (35%)
Land Value:	\$46,600.00	\$16,310.00
Building Value:	\$33,390.00	\$11,690.00
Total Value:	\$79,990.00	\$28,000.00
CAUV Land Value:	\$0.00	
Taxable Value:		\$28,000.00

Tax Credits

Owner Occupancy Credit:	NO
Homestead Reduction:	NO

Notes

Notes:	

GIS parcel shapefile last updated 7/13/2020 10:50:02 AM.

The CAMA data presented on this website is current as of 7/14/2020 12:29:13 AM.

Data For Parcel 0490254400

Note:

Taxes shown below HAVE BEEN certified by the Fairfield County Auditor.

Tax Data

Parcel: 0490254400
 Owner: CHAOS LLC
 Address: 8010 LANCASTER-NEWARK RD



[+] Map this property.

[View and Print Tax Bill](#)

Change Tax Year: 2019 ▼

Property Tax

	Tax Year 2019 Payable 2020	
	First Half	Second Half
Gross Charge:	\$971.60	\$971.60
Reduction Factor:	(\$232.17)	(\$232.17)
Non-Business Credit:	\$0.00	\$0.00
Owner Occupancy Credit:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$739.43	\$739.43
Prior Charges:		\$0.00
Interest:		\$0.00
Full Year Total:		\$1,478.86
Payments:		(\$739.43)
Half Year Due:		\$0.00
Full Year Due:	\$739.43	<input type="button" value="Pay This Amount"/>

Special Assessments

No data found for this parcel.

Payment History

Date	Amount
2/26/2020	(\$739.43)
7/25/2019	(\$852.15)
2/27/2019	(\$852.15)
7/20/2018	(\$854.02)
3/12/2018	(\$42.70)

2/28/2018		(\$854.02)
1/12/2017		(\$1,588.92)
7/1/2016		(\$792.64)
2/11/2016		(\$792.64)
6/17/2015		(\$761.30)
2/6/2015		(\$761.30)
7/3/2014		(\$747.69)
2/14/2014		(\$747.69)
7/15/2013		(\$759.87)
2/21/2013		(\$759.87)
7/19/2012		(\$762.35)
2/13/2012		(\$762.35)
7/11/2011		(\$746.45)
2/4/2011		(\$746.45)
7/20/2010		(\$747.16)
2/17/2010		(\$747.16)
7/14/2009		(\$728.91)
2/13/2009		(\$728.91)
7/16/2008		(\$677.71)
2/26/2008		(\$677.71)

Report Discrepancy

GIS parcel shapefile last updated 7/13/2020 10:50:02 AM.

The CAMA data presented on this website is current as of 7/14/2020 12:29:13 AM.