



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Tara Paredes
 Issuing Office: LandSel Title Agency, Inc.
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: GH-03482-1
 Issuing Office File No.: GH-03482
 Property Address: 10550 JOHNSTOWN RD, New Albany, OH 43054

SCHEDULE A

1. Commitment Date: April 24, 2023 at 07:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (12/01/18)
 Proposed Insured:
 Proposed Policy Amount: \$0.00
 - (b) ALTA Loan Policy (12/01/18)
 Proposed Insured: , its successors and/or assigns as their respective interests may appear.
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple.
4. The Title is, at the Commitment Date vested in:

CHRISTINA MARIE ANDERSON and ANTHONY K. PADGETT OR KIMBERLY K. PADGETT, TRUSTEE, OR SUCCESSOR TRUSTEE(S) OF THE PADGETT TRUST DATED DECEMBER 6, 2021 and JOHN ROBERT BOLEY and DAVID THOMAS BOLEY

Chain of Title:

Quit Claim Deed from Kimberly K. Padgett, married, undivided 1/4 interest, to Anthony K. Padgett or Kimberly K. Padgett, trustees, or successor trustee(s) of the Padgett Trust dated December 6, 2021, recorded January 25, 2022 in Document No. 202201250014994, in the Recorder's Office of Franklin County, Ohio.

Certificate of Transfer from Estate of Roy L. Boley aka Roy Lee Boley, Jr, deceased, to Christina Marie Anderson, undivided 1/4 interest, John Robert Boley, undivided 1/4 interest, David Thomas Boley, undivided 1/4 interest, Kimberly Kay Padgett, undivided 1/4 interest, recorded August 19, 2014, in Document No. 201408190108328, in the Recorder's Office of Franklin County, Ohio.

Warranty Deed from Purl Smalley and Helen M. Smalley, husband and wife, grant to Roy Lee Boley, Jr., recorded August 01, 1957, in Book No. 2050, Page No. 160, in the Recorder's Office of Franklin County, Ohio.

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SCHEDULE A

(Continued)

5. The Land is described as follows:

Situated in the County of Franklin, in the State of Ohio and in the City of New Albany:


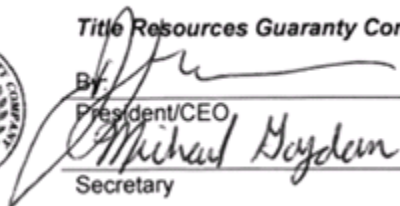
Being in the N.W. Quarter of Section 11, Township 2, Range 16, U.S.M. Lands in Plain Township, Franklin County, Ohio, and described as follows:

Beginning at a railroad spike in the center line of the Columbus-Johnstown Road and at the northwest corner of the five acre tract (Tharp); thence along the center line of said road North 54 deg. 15' east 356.5 feet to a railroad spike; thence South 2 deg. 06' east, (passing an iron pipe at 46.15 feet) 114.5 feet to an iron pipe thence South 2 deg. 02' west, 206.75 feet to an iron pipe thence South 89 deg. 59' west, (parallel to the south line of the above mentioned five acre Tharp tract) 282.25 feet to an iron pipe in the west line of said tract; thence along the west line of said tract, North 0 deg. 19' west, (passing an iron pipe at 78.3 feet) 118.8 feet to the place of beginning, containing 1.59 acres, more or less, subject to all legal highways or right of ways.

Date: May 4, 2023
LandSel Title Agency, Inc.



Randall Craycraft, Authorized Signature


Title Resources Guaranty Company
By: 

President/CEO
Secretary

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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Warranty Deed from CHRISTINA MARIE ANDERSON and ANTHONY K. PADGETT OR KIMBERLY K. PADGETT, TRUSTEE, OR SUCCESSOR TRUSTEE(S) OF THE PADGETT TRUST DATED DECEMBER 6, 2021 and JOHN ROBERT BOLEY and DAVID THOMAS BOLEY to .

Mortgage from to , securing the principal amount of \$0.00.

5. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
6. Taxes as to Parcel No.: 222-000400-00

Taxes for the first half of Tax Year 2022 in the amount of \$1,438.83 are due January 31, 2023 and taxes are Paid.

Taxes for the second half of Tax Year 2022 in the amount of \$1,438.83 are due June 20, 2023 and taxes are Unpaid.

Assessments: None

Valuations: Land - \$37,700.00 Building - \$0.00 Total - \$37,700.00

Address: 10550 JOHNSTOWN RD, New Albany, OH 43054

7. No open mortgages found of record.
8. Cancellation and Release of Certificate of Judgment filed by STATE OF OHIO DEPT OF TAXATION against CHRISTINA L ANDERSON, in the amount of \$238.76, plus interest and court costs, filed September 8, 2017, recorded in REF NO. 04498265 / CASE NO. 17 JG 036786, Court of Common Pleas, Franklin County, OH. This judgment will be removed upon receipt of proof by affidavit from CHRISTINA

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ANDERSON stating that he/she is not one and the same person as the aforementioned and/or response from the office of the Attorney General for the State of OH stating subject is not one and the same.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien, for labor, services, or material heretofore or hereafter furnished.
5. Subject to taxes for the year 2022 and all subsequent years, not yet due and payable.

Parcel No. 222-000400-00 Assessed Value: \$37,700.00

6. Oil, natural gas, coal or other minerals previously conveyed, leased or retained by prior owners.
7. Pursuant to ORC 109.31, leases for oil or natural gas, pipeline agreements or any other instrument related to the production or sale of oil or natural gas recorded in the County Recorder's Office subsequent to the Date of Policy will not be terminated or extinguished by a foreclosure of the mortgage described in Schedule A hereof. (As to Loan Policy only).
8. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this policy does not insure nor guarantee the acreage of quantity of land set forth herein.
9. Title to that portion of the property contained within the bounds of any roads or highways.
10. Transfer on Death Designation Affidavit appearing of record in Instrument No. 201708300120237, Recorder's Office, Franklin County, Ohio. (As to Christina M. Anderson 1/4 interest)

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EXHIBIT A

The Land referred to in this Commitment is described as follows:

Situated in the County of Franklin, in the State of Ohio and in the City of New Albany:

Being in the N.W. Quarter of Section 11, Township 2, Range 16, U.S.M. Lands in Plain Township, Franklin County, Ohio, and described as follows:

Beginning at a railroad spike in the center line of the Columbus-Johnstown Road and at the northwest corner of the five acre tract (Tharp); thence along the center line of said road North 54 deg. 15' east 356.5 feet to a railroad spike; thence South 2 deg. 06' east, (passing an iron pipe at 46.15 feet) 114.5 feet to an iron pipe thence South 2 deg. 02' west, 206.75 feet to an iron pipe thence South 89 deg. 59' west, (parallel to the south line of the above mentioned five acre Tharp tract) 282.25 feet to an iron pipe in the west line of said tract; thence along the west line of said tract, North 0 deg. 19' west, (passing an iron pipe at 78.3 feet) 118.8 feet to the place of beginning, containing 1.59 acres, more or less, subject to all legal highways or right of ways.



Rev. 09/07/2022

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security no. and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.titleresources.com/privacypolicy	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (https://www.anywhere.re); Anywhere Integrated Services, LLC (https://www.anywhereis.re); and HomeServices of America, Inc. (https://www.homeservices.com).</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.titleresources.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.titleresources.com/privacypolicy