

ByceAuction & Realty CONTRACT TO PURCHASE AT AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser, herein referred to as the "Buyer(s)" agrees to purchase from the undersigned owner (seller) through *ByceAuction & Realty*, (Auctioneer/Broker), the following described real estate in Mahoning County OH and known as **412 Belmont Ave. Youngstown OH Parcel ID #530760108**
2. **PRICE AND TERMS:** Purchaser agrees to pay the amount of the high bid \$ _____ plus the 10 buyer premium of \$ _____ for a **Total Contract Price of \$ _____** for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of **\$ 5,000** to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before 30 days from the date of this contract. If such date falls on a weekend or holiday, closing shall be the next business day.
4. **Buyers will close at title company indicated according to fee schedule provided in Addendum A.**
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$100 per day after original closing date.
6. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. **BINDING OBLIGATION:** Purchaser is **buying the property As-Is, Where-Is and without Recourse**. If Purchaser fails to close for any reason whatsoever, except a non-marketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. **Time is of the essence and this is an irrevocable offer to purchase, with no contingencies.** In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement. It is the buyers responsibility to ascertain any information such as demolition orders, zoning violations, past utility bills or any other matters of public record that may adversely affect its value.
8. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no known undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except 911 assessment (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except any possible violations of record. Inspections regarding habitability and use of the Real Estate are the responsibility of the Purchaser. All Inspections were to be completed prior to Auction. **PURCHASER(s) ARE RELYING SOLELY UPON THEIR EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER or REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.**
9. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEER/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
10. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by legal deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): possible 911 assessment and any lighting assessment. **Buyer(s) agree to costs presented at auction and agree to close at title company indicated at auction and on attached Addendum A.**
11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. Any fuel will be conveyed less normal depletion. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser.

While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.

12. **DISCLOSURE:** ☐ Buyer ☐ Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given at **legal recording**, subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement and Consumer Guide To Agency.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS: The property was sold: RESERVE**
17. Down payment of \$5,000 must be deposited at the time of Auction as down payment by company, corporate or personal check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of broker, or Title Company as agreed as escrow agents for the sellers. Credit card deposits, if accepted, will be held in trust account of ByceAuction, LLC and upon funds being received by credit card company, transferred to title company escrow account. Buyers allow Broker to act as trust agent for this purpose and agree to pay any processing fee as disclosed in association with credit card deposits. Buyer shall pay actual credit card fees up to 3.75%
18. A 10% percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser.
19. Taxes will be prorated to date of closing and paid by the seller, calculated using latest available tax duplicate information.
20. This property is being sold at Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information obtained was obtained by public sources deemed reliable. However, neither the Broker nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. The seller and Auction Company reserve the right to preclude any person from bidding who did not meet registration requirements or if there are any questions as to the person's mental stability. Auctioneer may use reverse bidding to establish high bid price.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
22. Seller is responsible for real estate tax prorata, mortgage releases and guarantees the title to be marketable and free and clear of all liens. **The buyer and seller, split 50/50, the survey cost, if a survey is required for a transfer. *Buyer is responsible for all other costs associated with closing and as stated in statement of title covered on auction day and the associated fees outlined in Addendum A.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.
24. Real Estate is sold through ByceAuction & Realty who is the agent of the SELLER and in no way represents the fiduciary interest of the BUYER(S).
25. **OTHER: The property may transfer without survey based on the current legal description as indicated on the enclosed and posted title commitment. If Buyer wishes to obtain a survey to verify the discrepancy boundary of back "bump out" of land included, it shall be at their own expense**
26. **EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on or before _____ o'clock ☐ A.M ☐ P.M. ☐ Noon ☐ Midnight EASTERN STANDARD TIME _____, 20__.
27. Make Deed to: (print) _____/Survivorship: _____ (in name of buyer unless otherwise noted)
28. **Electronic Signatures & Endorsements:** Contracts & legal documents may be signed "electronically" and signature pages may be signed separately and individually by parties, including facsimile or email transmission including addendums. Instructions to Broker may also be made via email with documentation of same retained by Broker in file

The Purchaser has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy or has signed and been provided a duplicate copy.

Print Sign Date

PURCHASER: _____

PURCHASER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

29. **ACTION BY OWNER:** The undersigned Seller has read and fully understands the foregoing offer and hereby: accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, Owner acknowledges that Agency Disclosure Statement has been signed.

30. **SELLING FEES AND EXPENSES:** Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print Sign Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

RECEIPT BY ByceAuction & Realty: DATE: _____ I hereby acknowledge receipt of

\$ _____ ☐ cash ☐ cashier's check ☐ personal check # _____

made payable to _____ (*escrow account as indicated in terms and conditions*) as non/refundable deposit.

☐ other _____ in accordance with terms herein provided.

RECEIPT PROVIDED BY _____

_____ \$ _____ X _____ % _____

CO-OP REAL ESTATE /BROKER FIRM

CO-OP AGENT / BROKER

PHONE _____

ByceAUCTION, LTD dba ByceAUCTION & REALTY

755 Wick Ave.

Youngstown, Ohio 44505

330.747.7000

877.Bid.Last (877.243.5278) fax 330.747.7004

info@byceauction.com byceauction.com

CONSUMER GUIDE TO AGENCY RELATIONSHIPS Byce Realty, Expires 12/31/2019

We are pleased you have selected Byce Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate Byce Realty can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you:

Representing the Sellers: Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. Also, in rare circumstances, a listing broker may offer "sub-agency" to other brokerages which would represent the seller's interests and owe the seller these same duties.

Representing Buyers: When purchasing real estate, buyers usually want to be represented in the transaction, and choose to work with a real estate agent. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction. **Dual Agency:** Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent. **Representing Both the Buyer & Seller:** On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties. **Working With Byce Realty** Byce Realty does offer representation to both buyers and sellers. Therefore, the potential exists for an agent to represent a buyer who wishes to purchase property listed with a different agent within our company.. If this occurs, each agent will represent their own client, but Byce Realty and its managers will act as a dual agent. This would mean the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Byce Realty will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information. In the event that both the buyer and seller are represented by the same agent, the agent and Byce Realty will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contracts. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.. If Byce Realty is not compensated by the listing broker or the seller, its compensation will be paid by the buyer, pursuant to a written agreement with the buyer. If dual agency occurs, you will be asked for your consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent from our company be assigned to represent you or you may seek representation from another brokerage. As a buyer, you may also choose to represent yourself on properties Byce Realty has listed. In that instance, Byce Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know. **Working With Other Brokerages:** When Byce Realty lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Byce Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages. However, as a seller, you should understand that even if Byce Realty shares a fee with a brokerage representing the buyer it does not mean that you will be represented by the buyers brokerage. Byce Realty will represent your best interests as the buyers brokerage will represent the buyer. When acting as a buyer's agent, Byce Realty accepts compensation offered by the listing broker.. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Representation of Multiple Clients: Byce Realty, and its licensee acting as Buyers Agents, may show the same property to more than one represented Buyer. If more than one represented Buyer Client desires to purchase the same property, the individual licensee showing the property to Buyer Clients will act as the Designated Agent of each Buyer Client. In this situation, Byce Realty and its individual licensees shall take no action that would be detrimental to the other Buyers Clients and will maintain each Buyer Client's confidentiality. In the event that Byce Realty is the listing company, a dual agency is also created. We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerage.

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. . We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. Because it is important that you have this information Ohio law requires that we ask you to sign below, acknowledging receipt of this consumer guide. **Your signature will not obligate you to work with our company if you do not choose to do so.**

Name (Please Print)

Name (Please Print)

Signature

Date

Signature

Date



AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: _____

Buyer(s): _____

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.

AGENT(S)

BROKERAGE

The seller will be represented by _____ and _____.

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ ByceAuction & Realty will:

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☐ represent only the (check one) XXXX seller in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

Valley Title & Escrow Agency, Inc.
782 Boardman-Canfield Road
Youngstown, Ohio 44512
Susan M. Dudzik, Branch Office Manager, sdudzikatvte@sbcglobal.net
Telephone (330) 629-6420 Facsimile (330) 629-6425

**THESE FEES ARE EFFECTIVE 01/01/2013 AND ARE SUBJECT TO REVISION
FOR STANDARD RESIDENTIAL SALES -- Addendum A.**

Title Costs- The following costs do not reflect any Bank financing requirement which may increase costs.

Seller:	All Real Estate taxes due and owing to date of closing	
	Proration of real estate taxes	
	Title Search:	\$235.00
	Title Commitment Binder:	\$ 75.00
	Title Guarantee Premium:	\$ 3.50 per thousand
		Minimum premium \$105.00
	Prepare Deed and Affidavit and	
	Misc. Documentation	\$125.00

OK
SMD

Buyer:	Conveyance fee:	\$4.00 per thousand
		\$.50 per parcel
	Recording of Deed	\$28.00
	Recording of Mortgage, if any	\$28.00 for first 2 pages
		each additional page \$8.00
	Settlement Closing Fee-Cash transaction:	\$300.00
	Settlement Closing Fee-Lender transactions:	\$400.00

Note: If Buyer is financing and lender requires title insurance then buyer will pay the difference between a title guarantee and title insurance policy

If any rental pro-ration and deposits are to be transferred it will be done so at the closing so that it may be figured exactly as to the date of property transfer.

Title Insurance is at the option and expense of the Buyer. NOTE: Additional fees may be incurred upon review of title status.

Buyer Initial _____

Seller Initial J. Stetson



Mahoning County Auditor

Ralph T Meacham, CPA

Home

Address Search

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Parcel Search

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Tax Estimator

Sales Search

Register
| Login

412 BELMONT AVE

53-076-0-108.00-0

Print

General Info Tax History Map Tax Estimator

Property Information					
Property Number	53-076-0-108.00-0			Property Address:	
Owner Name	ADT LLC			412 BELMONT AVE	
Owner Address	1501 YAMATO BOCA RATON FL 33431				
Tax Set	53 YOUNGSTOWN CITY YOUNGSTOWN CSD			Tax Payer Address:	
School District	5014 YOUNGSTOWN CSD			ADT LLC	
Neighborhood	62100 Y.S.U. Area			PO BOX 310773	
Use Code	447 Office Bldg - 1 or 2 stories			BOCA RATON FL 33431-0773	
Acres	.22100			USA	
Description					
LOT 706 50 X 190 BELMONT					
Assessment Info		Current Value		Recent Transfer	
Board of Revision	N	Mkt Land Value	\$6,150	Valid Sale	N
Homestead/Disability	N	CAUV	\$0	# Parcels	1
Owner Occupied	N	Mkt Impr Value	\$26,590	Deed Type	1C-WARRANTY DEED
Divided Property	N	Total	\$32,740	Amount	\$31,900
New Construction	N	Current Tax		Sale Date	1/25/2013
Foreclosure	N	Annual Tax *	\$1,461.12	Conveyance	212
Other Assessments	Y	Paid **	\$1,461.12	Deed #	
Front Ft.	0	Delq	\$0.00		
<< Previous Card Card 1 of 1 Next Card >>					
447 Office Bldg - 1 or 2 stories Building Section 001 Occupancy 001					
Year Built	1959	Year Remodel	0	Occupancy	Office Building
# Stories	1	Story Height	10	Use Code	447
Section Area	2190	Perim/Shape	1		

Land						
Land Type	Acres	Square Ft.	Actual Frontage	Eff. Frontage	Depth	No Of Units
L1Regular Lot	.21810	0	50.00000	50.00000	190.00000	0
L2Rear Lot	.00280	0		15.00000	8.00000	0
						Value
						\$6,000
						\$150

CAUV Land

No CAUV Land On This Property


Card - 1

Improvements

IMPR Type	Description	Area	Length	Width	Year Built
Other	Fencing	280	0	0	1970
IMPR Type	Description	Area	Length	Width	Year Built
Other	Paving Asphalt	2610	0	0	1957

Card - 1

Property Sketch and Photos -- Card 1

Property Sketch			
			
Scale: 1/8" = 1'-0"			
Lot	Area	Permit	Owner
1	15,505	2,100	N/A
2	0	0	
3	0	0	

Property Report

Last Updated: 5/22/2018



Commitment For Issuance Of Title Guaranty - 1972 Rev.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, for a valuable consideration, hereby commits to issue its Title Guaranty to the party (parties) designated in Schedule A, as Owner or Mortgagee of the estate or interest designated herein in the land described in Schedule A, upon execution and recording of any deed, or other document necessary to create the estate or interest guaranteed, or of any release, satisfaction, or cancellation of any interest, lien, or encumbrance shown herein whose deletion is requested in such Title Guaranty.

This Commitment is subject to the provisions of Schedules A and B hereof, the Conditions and Stipulations hereof, and the Exclusions from Coverage and the Conditions and Stipulations of said Title Guaranty.

This Commitment shall be valid only when the specific identity of the proposed party guaranteed and the amount of the Guaranty have been inserted in Schedule A by the Company, either at the date of the issuance of this Commitment, or, subsequently by Endorsement.

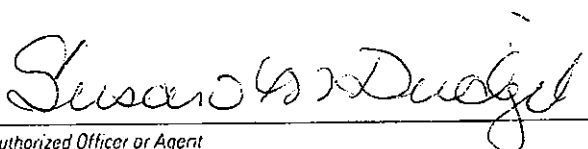
This Commitment is preliminary to and contingent upon the issuance of such Guaranty and all liability and obligations hereunder shall expire 90 days after the effective date hereof, or upon issuance of the Title Guaranty, whichever is earlier.

CONDITIONS AND STIPULATIONS

1. Issuance of the Title Guaranty is subject to matters which shall intervene between the date of this Commitment and the date of issuance of said Guaranty. Issuance is further subject to matters in existence at the date of issuance of this Commitment and not excepted herein, but which shall cause no loss to the party guaranteed.
2. Liability of the Company under this Commitment shall be only to the named party guaranteed and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or, (b) to eliminate exceptions shown in Schedule B, or, (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. Liability shall in no event exceed the amount stated in Schedule A hereof, and is subject to the insuring provisions, the Exclusions from Coverage, and the Conditions and Stipulations of said Title Guaranty all of which are hereby incorporated herein by reference as though set forth in full and which shall be binding upon the proposed party guaranteed except as expressly modified herein.
3. Any claim, actions or rights of action that the proposed guaranteed may have against the Company arising out of the status of the title or interest covered by this Commitment must be based on and are subject to the provisions of this Commitment.
4. Notice of claim, loss or damage must be given in the manner and within the time stipulated in said Title Guaranty.
5. In addition to the matters contained in the Exclusions from Coverage and the Conditions and Stipulations of the Title Guaranty, this Commitment is also subject to the following:
 - A. Any change in the status of record title, or any lien, encumbrance, cloud or other matter appearing of record, subsequent to the effective date of this Commitment and prior to the date of issuance of the Title Guaranty.
 - B. This is a commitment for a guaranty of record title only as more fully defined in said Title Guaranty.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A, to be valid when countersigned by a validating officer or other authorized signatory.



Countersigned:



Authorized Officer or Agent

ORT Form 2278 rev. 1/93

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

Title Guaranty Commitment Form
Schedule A

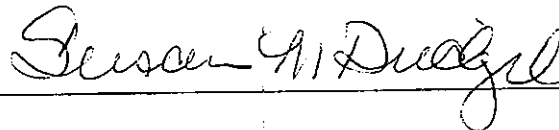
File Number: **257036**

Commitment Number: **257036**

1. Effective date: **February 13, 2019, at 7:59 am**
2. Proposed Party or Parties to be guaranteed:
 - (a) Owner **ADT LLC**
 - (b) Mortgagee
 - (c) Other
3. Amount of Coverage: **\$100,000.00**
4. Record title to the land described in this Commitment is at the date hereof vested in:
ADT LLC, a Delaware limited liability company
5. The estate or interest in the land described in this Schedule is:
Fee Simple
6. Description of land referred to in this Commitment:
Situated in the City of Youngstown, County of Mahoning, and State of Ohio:
And known as being Youngstown City Lot Number Seven Hundred Six (706)
according to the latest enumeration of lots in said city.

Said Youngstown City Lot Number 706 has a frontage of 50 feet on Belmont Avenue and extends back therefrom between parallel lines a distance of 192.72 feet, as shown by a plat recorded in Volume 1 at Page 39, Mahoning County Records of Plats and formerly known as the Northerly 50 feet of Lot Number 12 in Mary B. and Matilda E. Mick's addition to the City of Youngstown as appears by said plat, be the same more or less, but subject to all legal highways.

Issuing Agent



Title Guaranty Commitment Form
Schedule B

File Number: **257036**

Commitment Number: **257036**

Schedule B of the Title Guaranty to be issued will contain exceptions to the following record matters unless the same are released or satisfied of record to the satisfaction of the Company:

- 1. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.**
- 2. Easement to Ohio Edison company, as recorded in Volume 903 Page 281 of Mahoning County Official Records, copy attached.**
- 3. Note: The dimension recited in Deed Volume 6008, Page 663 do not match those reflected on the Mahoning County, Ohio tax map, see copy.**
- 4. Taxes listed to ADT LLC, Youngstown City Tax District, Permanent Parcel Number 53-076-0-108.00.
Taxes for the First Half of 2018, in the net amount of \$469.49, plus special assessments of \$1.48, \$26.94, and \$300.00 for a total of \$797.91 are paid.
Taxes for the Second Half of 2018, in the net amount of \$469.49, plus special assessments of \$1.48, \$26.94, and \$300.00 for a total of \$797.91 are paid.
SPECIAL ASSESSMENTS:
Code 10-911, Emergency 911, runs semi-annual, year to year 2018 to 2019
Code 30-151, Lighting, runs semi-annual, year to year, 2018 to 2019
Code 30-154, Weed cutting, runs semi-annual 2018 to 2019
Taxes for the year 2019 are a Lien, not yet due and payable in an amount not yet determined.
Subject to additions of general taxes and assessments, if any, which may hereafter be made by legally constituted tax authorities.**
- 5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

17112

FORM 121 (REV. 6-7) Distribution Corporation Extension
TO NO. 120186

KNOW ALL MEN BY THESE PRESENTS:

That The American District Telegraph Company of Ohio Company, a corporation,

the Grantor, claiming title by virtue of instrument recorded in Volume 1089

Page 348 of the Mahoning County Records, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, upon, over and across the following described premises:

Situated in the City/Township of Youngstown, County of Mahoning

State of Ohio, and being Youngstown City Lot No. 706

The right of way above referred to is described as follows:

A pole, with conductors, shall be located approximately one hundred ten (110') feet west of the grantors' east property line, which is common with the westerly right-of-way limits of Belmont Avenue, and at approximately one (1') foot north of the grantors' south property line.

Services shall extend from the above described pole.

RECEIVED EDH RECORDS
17112
AUG 4 1989
BRUCE E. PAPALIA
Register, Mahoning County, Ohio
910 00

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, remove, repair, patrol and permanently maintain upon, over, under and along the above described right of way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the distribution of electric current, including communication facilities, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or control by any other means at any and all times such trees, limbs and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances unto said Grantee, its successors and assigns, forever, and the Grantor represents that it is the owner of the above-mentioned premises herein described.

This Conveyance has Complied with Section 315.202

Fee \$ 31.90 Receipt# 212

Permissive Tax 95.70

Exempt _____ Date 1-25-13

By [Signature] Deputy

MAHONING COUNTY, OHIO

201300002475
Filed for Record in
MAHONING COUNTY, OHIO
MORALYNN PALERMO, RECORDER
01-25-2013 At 03:56 pm.
DEED 48.00
OR Book 6008 Page 663 - 664

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that ADT SECURITY SERVICES LLC, a Delaware limited liability company, f/k/a ADT Security Services, Inc., f/k/a ADT Security Systems, Inc., f/k/a ADT Security Systems, Mid-South, Inc. ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid, hereby grants, with limited warranty covenants, to ADT LLC, a Delaware limited liability company ("Grantee"), whose tax mailing address is 1501 Yamato Road, Boca Raton, Florida 33431, the following described real property located in the County of Mahoning, State of Ohio, together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining (collectively, the "Real Property"),

And known as being Youngstown City Lot Number Seven Hundred Six (706) according to the latest enumeration of lots in said city.

Said Youngstown City Lot Number 706 has a frontage of 50 feet on Belmont Avenue and extends back therefrom between parallel lines a distance of 192.72 feet, as shown by a plat recorded in Volume I at Page 39, Mahoning County Records of Plats and formerly known as the Northerly 50 feet of lot Number 12 in Mary B and Matilda E. Mick's addition to the City of Youngstown as appears by said plat, be the same more or less, but subject to all legal highways.

Grantor claims title by instrument recorded with the Mahoning County Recorder's Office in Official Records Volume 1032, Page 242, in Volume 1032, Page 243, in Volume 2727, Page 27.

The Permanent Parcel Number of the Real Property is:

DM_US 33302282-2 053025.0383

11

IN WITNESS WHEREOF, Grantor has executed and delivered this Limited Warranty Deed as of the 30th day of June, 2012

GRANTOR:

ADT SECURITY SERVICES LLC, a Delaware limited liability company, f/k/a ADT Security Services, Inc., f/k/a ADT Security Systems, Inc., f/k/a ADT Security Systems, Mid-South, Inc.

By: [Signature]
Name: N. David Bleisch
Is: Vice President

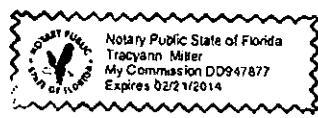
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SS.

BEFORE ME, a Notary Public in and for the aforesaid state and county, personally appeared N. David Bleisch, Vice President of ADT Security Services LLC, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed personally and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at this 30th day of June, 2012.

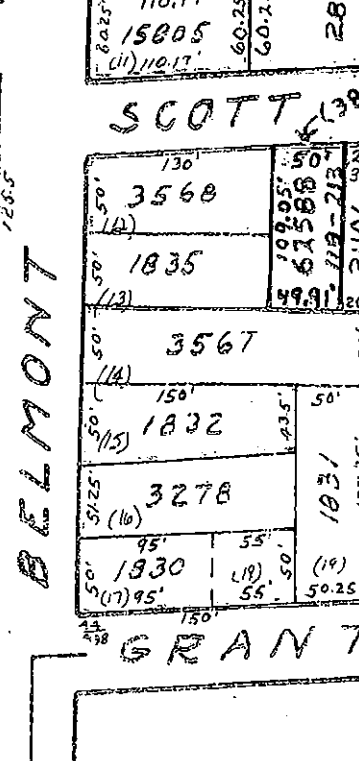
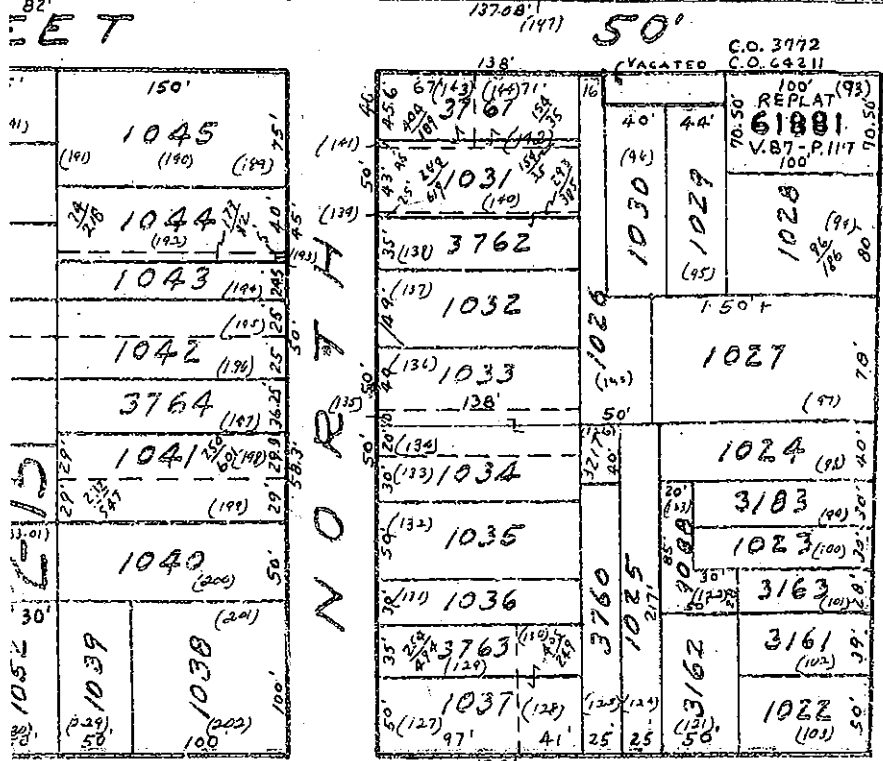
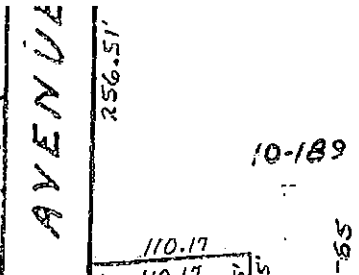
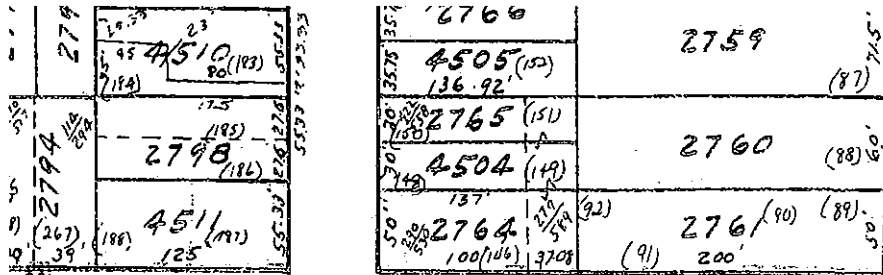
[Signature]
Notary Public
My commission expires: 2/21/2014



This instrument prepared in Chicago, IL by and after recording return to:

McDermott Will & Emery LLP
227 West Monroe Street
Chicago, Illinois 60606
Attention: David R. Neville

After recording, please return this document to:
Post Closing Department
Chicago Title Insurance Company-National Division
121 N. Dearborn Street
Chicago, IL 60601-6000
ATTN: D. Rebiggieri



IN WITNESS WHEREOF, The American District Telegraph Company of Ohio Company, executed this instrument by its duly authorized officers and has caused its corporate seal to be affixed this 21 day of July, 1989.

SIGNED IN THE PRESENCE OF:

The American District Telegraph Company of Ohio Company
Name of Corporation

X James C. Clark

By James C. Clark
Signature of Officer

X Area Manager
Official Title

X [Signature]

And [Signature]
Signature of Officer

Official Title

This instrument
was prepared by
KATHY J. KOLICH,
Attorney at Law

STATE OF OHIO
COUNTY OF MARIONING

SS:

The foregoing instrument was acknowledged before me this 21 day of July, 1989, by The American District Telegraph Company of Ohio Company
by James C. Clark
on behalf of the corporation.



X James C. Clark
Notary Public

THIS SPACE RESERVED FOR
RECORDER'S STAMP

17112

40831

MAILED TO OHIO ENGINEERING COMPANY
P.O. BOX 570
YOUNGSTOWN, OHIO 44002
ATTN: G. P. COLALUCA, ENG. DEPT.