

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

DESCRIPTION OF LAND

Situated in the Township of Concord, County of Lake and State of Ohio: And known, bounded and described as follows: Part of Original Lot 1, Tract No. 1 and is further bounded and described as follows: Beginning at a point in the centerline of Painesville Ravenna Road, 60 feet wide, said point being located North 9° West, 100.00 feet from the northeasterly corner of land conveyed to Anita Cowie as by Deed recorded in Volume 642, Page 58 of Lake County Records.

Course 1: Thence South 66° 06' 58" West, and parallel with said Cowie's northerly line, 500.00 feet to a point;

Course II: Thence North 9° West and parallel with said centerline of Painesville Ravenna Road, 100.00 feet to a point;

Course III: Thence North 66° 06' 58" East, 500.00 feet to said Painesville Ravenna Road;

Course IV: Thence South 9° East, along said centerline of Painesville Ravenna Road, 100 feet to the place of beginning, as appears by said Plat, be the same more or less but subject to all legal highways.

Permanent Parcel #**08-A-001-B-00-019-0**

Known as being **8160 Ravenna Road, Painesville, OH 44077** for street numbering purposes.

SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the company assumes no liability arising therefrom.

1. We have made no examination for covenants and restrictions, easements, mineral leases or other possessory leases, if any, affecting the caption premises and no coverage for said matters, express or implied, is provided herein.
2. Rights of owner, if any, under the Soldiers and Sailors Civil Relief Act.
3. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
4. Easement Agreement as contained in Volume 330, Page 1272 of the Lake County Records. See record.
5. Easement as contained in Volume 330, Page 1283 of the Lake County Records. See record.
6. Mortgage executed by JARED E. TOTH and BRITTANY E. TOTH, husband and wife, to THE UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE OR SUCCESSOR AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE, dated May 19, 2010, filed May 19, 2010 at 12:03:13 p.m. as Instrument #2010R010617 of Lake County Official Records, in the amount of \$174,900.00, covering caption premises described herein.

7. Taxes listed to JAROD E. TOTH and BRITTANY E. TOTH, Concord Township, Riverside LSD, P.P. #08A001B000190.

Taxes for the second half of 2017 in the net amount of \$1,551.97, plus specials in the amount of \$122.23, for a total of \$1,674.20, are paid.

SPECIALS: #15-110 206-W Girdled Rd, \$101.23, per half
#19-901 Stormwater, \$21.00, per half

Taxes and assessments, if any, for the 2018 tax year are a lien but not yet due and payable, the amount of which has not yet been determined.

Subject to additions of general taxes and assessments, if any, which may hereafter be made by legally constituted tax authorities.

**CONDITIONS AND STIPULATIONS
OF THIS PRELIMINARY JUDICIAL REPORT**

1. Definition of Terms

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given by Guaranteed Party

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Claimant. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- b. To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to the Company at its office, P.O. Box 45023, Jacksonville, Florida 32232-5023.

EXCLUSIONS FROM COVERAGE

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

