

Cover page for:

**Preliminary Title Opinion
(with copies of recorded exceptions)**

Preliminary title opinion provided by:

Assured Title Agency, Inc.

(Dated February 1, 2023)

**Auction Tract 14
(Hancock County, Ohio)**

For June 29, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Kinder-Segen, LLC

OPINION OF TITLE

Re: Karl Rieman Estate
33.99 acres CR 26
Jenera, OH 45841

This is to certify that we have examined the title to the following described premises:

Situated in the Township of Eagle, County of Hancock and State of Ohio:

The North half of the South half of the Southwest quarter (N 1/2 S 1/2 SW 1/4) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

Also the South half of the South half of the Southwest quarter (S 1/2 S 1/2 SW 1/4) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

LESS AND EXCEPT THE FOLLOWING

A tract of land located in and being a part of the Southwest (SW) Quarter (1/4) of Section Twenty (20), T-1-S, R-10-E, Eagle Township, Hancock County, State of Ohio, being 46.38778 acres of land out of the lands of Karl L. Rieman and Teresa A. Rieman who claim title by deed of reference in Deed Volume 375, Page 493 of the records of the Hancock County Recorder's Office and being more particularly described as follows:

Beginning at a railroad spike (found) at the Southwest corner of the aforesaid Section 20; thence South 85°00'03" East, with the division line between sections 20 and 29, a distance of 715.38 feet to a railroad spike (set) in said line for a corner and the True Place of Beginning of the lands herein described; thence leaving the said section line and across the lands of the Grantors herein and with the centerline of the Tiderishi Ditch and the meanderings thereof the following seventeen (17) Bearings and Distances:

- 1) North 50°01'37" East 17.96 feet;
- 2) North 28°39'36" East 45.31 feet;
- 3) North 49°09'54" East 135.15 feet;
- 4) North 26°47'18" East 157.39 feet;
- 5) North 53°23'20" East 70.50 feet;

OPINION OF TITLE

6) North 35°21'29" East 136.49 feet;
7) North 45°08'17" East 92.28 feet;
8) North 33°34'27" East 112.31 feet;
9) North 26°34'49" East 166.99 feet;
10) North 18°41'19" East 342.40 feet;
11) North 70°14'26" East 124.79 feet;
12) North 74°08'47" East 59.13 feet;
13) South 75°43'12" East 61.16 feet;
14) North 71°55'02" East 55.15 feet;
15) North 26°22'53" East 31.78 feet;
16) North 17°21'48" East 47.30 feet;
17) North 20°12'01" East 48.99 feet to an iron pipe (set) in the North line of the lands of the Grantors herein and the South line of a tract of land belonging to Louis J. Heldman who claims title by deeds of record in Deed Volume 249, Page 374 and Deed Volume 247, Page 198 of the records of the Hancock County Recorder's Office; thence South 84°59'12" East, with the division line between said lands as occupied, a distance of 1053.24 feet to a rotted cedar post found for a corner, no other evidence of a corner having been found; thence South 4°50'34" West, with the east line of the lands of the Grantors herein and the west line of the lands of Emma E. Steinman who claims title by deed of record in Deed Volume 209, Page 288 both of the records of the Hancock County Recorder's Office, a distance of 1326.89 feet to a stone (found) for a corner at the Southeast corner of the Southwest Quarter of Section Twenty (20); thence North 85°00'03" West with the aforesaid section line between sections 20 and 29, a distance of 1931.93 feet to the place of beginning containing 46.38778 acres of land subject to the rights of all legal roads and easements of record.

PARCEL NO. 19-0001001646
MAP NO. 1910-200-00-010

We hereby certify that in our opinion a good and merchantable title to the aforescribed premises is vested in the name of Kinder-Segen, LLC, (an undivided 1/2 interest), as shown in Volume 2433, Page 215 of the Official Records of Hancock County, Ohio;; Karl L. Rieman, Successor Trustee of the Teresa A. Rieman Living Trust dated October 19, 2001 (an undivided 1/2 interest) as shown in Volume 2127, Page 69 and Volume 2383, Page 1695 of the Official Records of Hancock County, Ohio.

SUBJECT ONLY TO THE FOLLOWING:

REAL ESTATE TAXES AND ASSESSMENTS:

1. Real estate taxes and assessments, if any, for the first half of the year 2022, in the amount of \$371.57, are paid.
2. Real estate taxes and assessments, if any, for the last half of the year 2022, in the amount of \$371.57, are paid.
3. Real estate taxes and assessments, if any, for the year 2023 are a lien and have not yet been determined.

MORTGAGES:

1. None.

OTHER:

1. Any and all zoning regulations and/or zoning ordinances.
2. Easement from H. W. Sterling and Dela G. Sterling to Ohio Power Company, dated January 29, 1937, filed for record February 8, 1937 at 12:13 PM, in Volume 195, Page 591 of the Deed Records of Hancock County, Ohio.
3. Easement from Henry Warren Sterling and Dela G. Sterling to Hancock-Wood Electric, dated January 18, 1939, filed for record September 20, 1956 at 3:50 PM, in Volume 262, Page 181 of the Deed Records of Hancock County, Ohio.
4. Memorandum of Trust from Karl L. Rieman and Teresa A. Rieman, Trustees to Karl L. Rieman Living Trust, dated October 19, 2001, filed for record January 16, 2002 at 3:44 P.M., in Volume 2127, Page 83 of the Official Records of Hancock County, Ohio.
5. Memorandum of Trust from Teresa A. Rieman and Karl L. Rieman, Trustees to Teresa A. Rieman Living Trust, dated October 19, 2001, filed for record January 16, 2002 at 3:44 P.M., in Volume 2127, Page 66 of the Official Records of Hancock County, Ohio.

This Title Opinion is subject to the compliance with "Consumer Credit

OPINION OF TITLE

Protection," "Truth in Lending," or similar laws.

The above Opinion is made subject to the right of any person or persons in possession of said premises or who has or have any unpaid accounts for labor performed or material furnished within the time frame from this date as prescribed in the Ohio Mechanic's Lien Law as found in Chapter 1311 of the Ohio Revised Code, and to special taxes and assessments not shown by the County Treasurer's Records.

The above Opinion is based on a search in said County of the Records of the Recorder, Auditor, Treasurer, Probate Judge, Sheriff, and Clerk of Courts, and contains every instrument on record as revealed by the indexes constituting a lien against said premises.

This Opinion of Title covers the period of time of the past Forty (40) years and is made for the benefit of Karl Rieman Estate.

Dated at the City of Findlay, County of Hancock and State of Ohio, this 1st day of February, 2023 at 8:30 A.M.

ASSURED TITLE AGENCY, INC.
301 South Main Street, 4th Floor
Findlay, Ohio 45840
(419) 423-0060

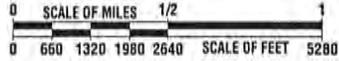


John D. Oman

JDO:csw

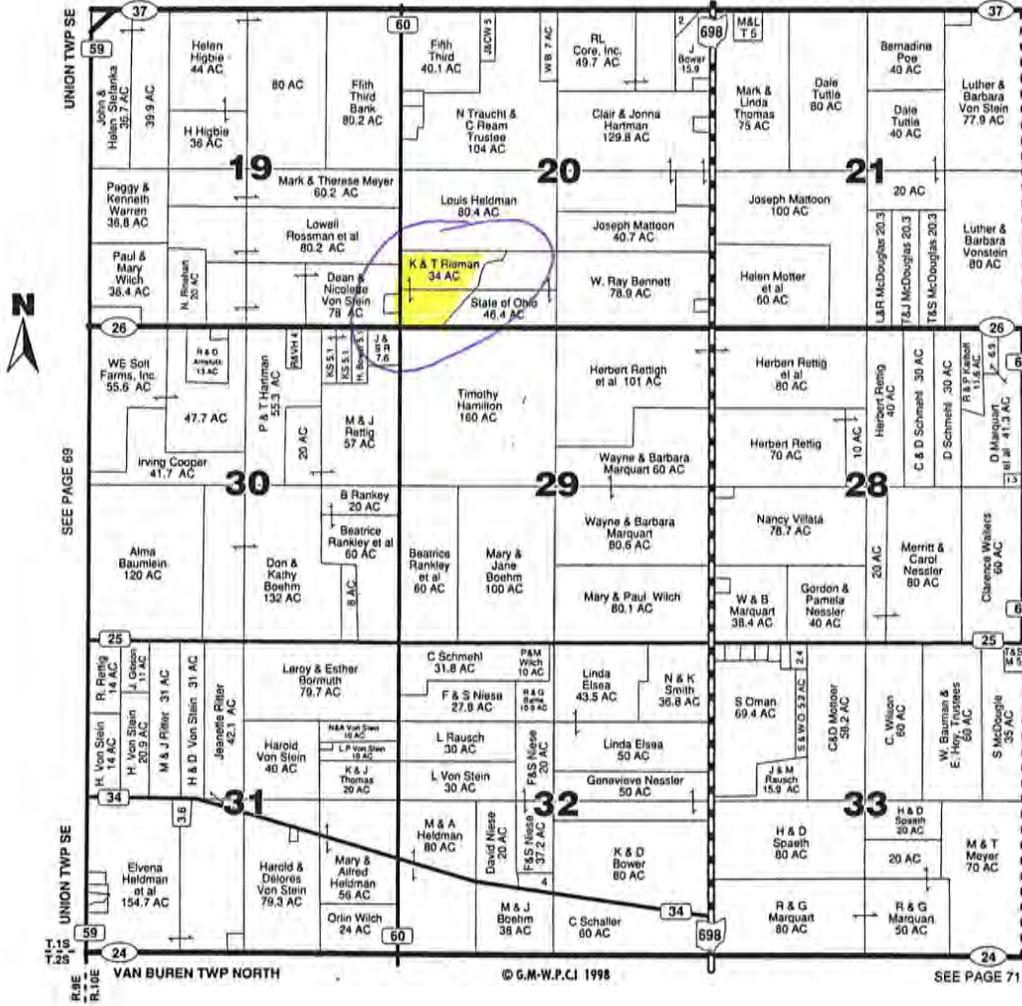
EAGLE TWP -- SW

HANCOCK COUNTY, OHIO T.15-R.10E



EAGLE TWP NW

SEE PAGE 38



SEE PAGE 69

SEE PAGE 71

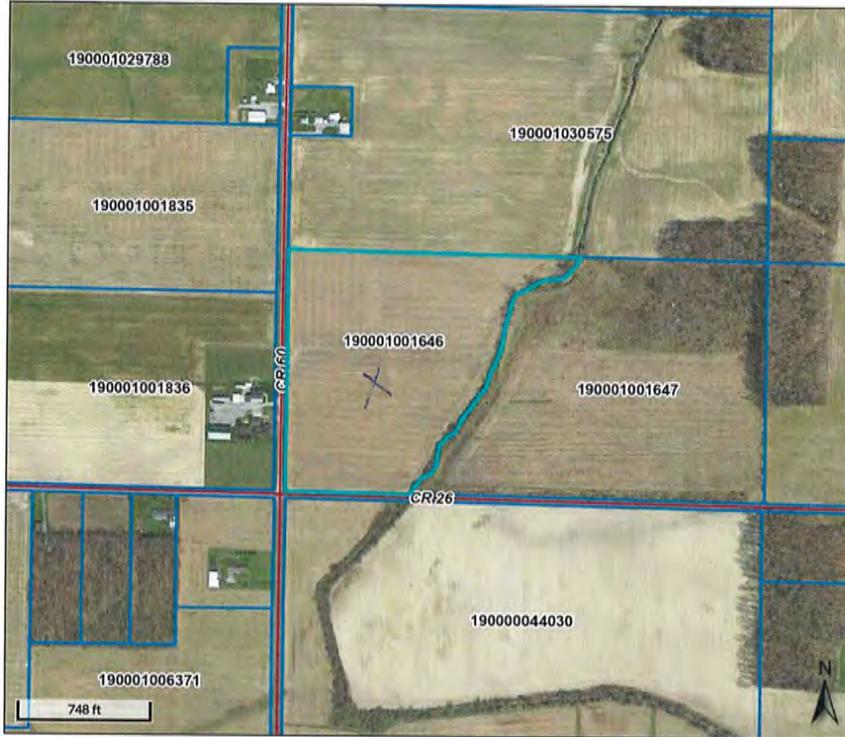
VAN BUREN TWP NORTH

© G.M.-W.P.C.I 1998

SEE PAGE 71



Hancock County, OH



- Legend**
- RowDims
 - Parcels
 - Parcel Numbers
 - Road Centerlines
 - Corporate Limits
 - Low Level
 - Landhooks
 - Lot Lines
 - Blocks
 - MiscText

Parcel ID	190001001646	Alternate ID	191020000010000	Owner	KINDER-SEGEN LLC & TERESA A
Sec/Twp/Rng	n/a	ID		Address	RIEMAN LIV TRUST
Property	0 COUNTY RD	Class	110 AGRICULTURAL VACANT LAND "QUALIFIED FOR CURRENT AGRICULTURAL USE VALUE"		16570 TOWNSHIP RD 56
Address	26	Acreage	33.99		BLUFFTON OH 45817
	JENERA				
District	19 Eagle Township - Cory-Rawson LSD				
Brief Tax Description	T1S R10 S20 W PT S1/2 SW1/4				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/4/2023
 Last Data Uploaded: 4/4/2023 8:06:36 AM
 Developed by Schneider
 GEOSPATIAL

486

Small Form No. 20, Col. 2

Form of Standard Form No. 1-021

Form 2112

H. W. Sterling
Della G. Sterling
TO
THE OHIO POWER CO.

Name and Address
Mr. H. W. Sterling
Ridge St., Bowling Green, O.
THIS INDENTURE, made this 29th day of January 1937
by and between H. W. Sterling and
Della G. Sterling

Fee \$1.05 Pd.
Eas. No. 13 Map No. 1062
Drg. Reg. No. 1211-02
Drawing No. 3-0-1211-02
JHS

JAN 29 1937

his wife (or unmarried) of the County of Hancock
in the State of Ohio, part 108 of the first part, and The Ohio Power Company, a corporation organized and existing under the laws of the State of Ohio, party of the second part.
WITNESSETH:

That for One Dollar (\$1.00) in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of furnishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, convey, and warrant, to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across and also along any highway as now or hereafter laid out abutting the following described lands situated in Eagle Township, in the County of Hancock, in the State of Ohio, and part of Section No. 20 Township No. 1-S and Range No. 10-E and bounded:

On the North by the lands of J. S. Sterling
On the East by the lands of E. J. & J. A. Steubman
On the South by the lands of S. H. Pifer
On the West by the lands of J. J. Nowland & M. J. Crouse

TOGETHER with the right to said party of the second part, its successors and assigns, in place, erect, maintain, inspect, add in the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary, over, or on said land, together with the rights, easements, privileges and appurtenances, in or to said lands which may be required for the full enjoyment of the rights herein granted. GRANTEE will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or tolerance of said lines. ALL claims for damages caused in the operation and maintenance of said lines, shall be made at the Office of the Grantor at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

TO HAVE AND TO HOLD the same unto said party of the second part, its successors and assigns.
IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand the day and year first above written.
Signed and Acknowledged in the presence of:
H. W. Sterling
Della G. Sterling

Y. H. Bachman
John J. Reiser

The State of Ohio, Wood County, ss.
Before me, a Notary Public, in and for said County, personally appeared the above named H. W. Sterling and Della G. Sterling, who acknowledged that they did sign the within instrument and that the same is their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal on this 29th day of January, 1937. A. D.
Notarial Seal, Wood County, Ohio
(Seal) W. H. Bachman Notary Public.
My commission expires June 13, 1937.

The State of Ohio, in and for said County, personally appeared the above named who acknowledged that did sign the within instrument and that the same is free act and deed.
In Witness Whereof, I have hereunto set my hand and official seal on this day of A. D. 1937.

(Seal) Notary Public.
My commission expires 1937.

The State of Ohio, County, ss.
Before me, a in and for said County, personally appeared the above named who acknowledged that did sign the within instrument and that the same is free act and deed.
In Witness Whereof, I have hereunto set my hand and official seal on this day of A. D. 1937.

(Seal) Notary Public.
My commission expires 1937.

Received for Record Feb 8 1937 at 12:13PM
Recorded in Deed Records Feb 12 1937
Volume 195 Page 591
Russell W. Barnhill Recorder.

3886 ✓ 53
Steinman
to
Hwee

FILED FOR RECORD
September 20 1916
At 3:00 P.M.
Record September 27 1916
Book 267 Page 180
Hancock
Geo W. G. O. Clerk

262 181

Vol 262

3887 RIGHT-OF-WAY EASEMENT

(28) 181

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Henry Warren Sterling for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto HANCOCK-WOOD ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is NORTH BALTIMORE, OHIO and to its successors or assigns, the right to enter upon the lands of the undersigned situated in the County of Hancock State of Ohio, and more particularly described as follows:

Township Eagle Section 20 House # 137 Road # 26

a tract of land approximately 30 acres in area located 3 miles N.W. from the town of Genera and bounded by land owned by On East by Steinman and South by St. Ciffer or West Tom Snowland

S 1/2 SW 14 Sec 20 T 15 R 10 E and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except these held by the following persons: Commonwealth Life Insurance Company

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

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IN WITNESS WHEREOF, the undersigned has set his hand and seal this 18 day of January, 1939.

H. W. Sterling

Signed, sealed and delivered in the presence of:

W. C. Sterling

Emory H. Garrison

C. C. Doyle

STATE OF OHIO }
Wood COUNTY } ss

BE IT REMEMBERED, that on this 18 day of January, 1939, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named H. W. Sterling H. W. Sterling grantor in the foregoing grant, and acknowledged the execution thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF: I have hereunto signed my name and affixed my official seal the 18 day and year last mentioned above.



C. C. Doyle

Wood COUNTY, OHIO

ACC0407

My commission expires May 15, 1939

3887 ✓ 53-
77-7-
Sterling
to
Hwec
FILED FOR RECORD
At 3.00 o'clock P.M.
September 20 1956
Recorded September 21 1956
in Wood County, Ohio
Book 262 Page 181
W. C. Sterling
Recorder
Fee \$0.70 Paid

Memorandum of Trust
(O.R.C. 5301.255)

1. The following Trust is the subject of this Memorandum:

Karl L. Rieman and Teresa A. Rieman, Trustees, or their successors in trust, under the Karl L. Rieman Living Trust, dated October 19, 2001, and any amendments thereto.

2. The name and address of the Trustmaker of the trust are as follows:

Karl L. Rieman
16570 T. R. 56
Bluffton, Ohio 45817

3. The names and addresses of the Trustees of the trust are as follows:

Karl L. Rieman 16570 T. R. 56 Bluffton, Ohio 45817	Teresa A. Rieman 16570 T. R. 56 Bluffton, Ohio 45817
--	--

4. The Trust was executed on October 19, 2001.

5. The trust instrument is in the possession of the above-named Trustmaker.

6. Pursuant to O.R.C. Section 5301.255(A)(2)(c), the powers specified in the trust relative to the acquisition, sale, or encumbering of real property by the Trustee(s) or the conveyance of real property by the Trustee(s), and any restrictions upon those powers, are as follows:

u. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange, convey or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under the trust agreement.

My Trustee may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in the trust agreement.

7. This Memorandum of Trust was executed at Franklin County, Ohio, on October 19, 2001.

Witnesses:

Joan K. Glassford
Joan K. Glassford
(print name) (as to all)

William K. Root
William K. Root
(print name) (as to all)

Karl L. Rieman
Karl L. Rieman, Trustmaker

Teresa A. Rieman
Teresa A. Rieman, Trustee

Karl L. Rieman
Karl L. Rieman, Trustee

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Karl L. Rieman, Trustmaker.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Karl L. Rieman and Teresa A. Rieman, Trustees.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

This Instrument Prepared By:

William K. Root
Attorney at Law
5060 Bradenton Avenue, Suite C, Dublin, Ohio 43017
(614) 760-1801 / Facsimile (614) 889-5250

200200000979
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M. MUSGRAVE
01-16-2002 At 03:44 PM.
MEMO TRUST 18.00
OR Book 2127 Page 83 - 85

Memorandum of Trust (O.R.C. 5301.255)

1. The following Trust is the subject of this Memorandum:

Teresa A. Rieman and Karl L. Rieman, Trustees, or their successors in trust, under the Teresa A. Rieman Living Trust, dated October 19, 2001, and any amendments thereto.
2. The name and address of the Trustmaker of the trust are as follows:

Teresa A. Rieman
16570 T. R. 56
Bluffton, Ohio 45817
3. The names and addresses of the Trustees of the trust are as follows:

Teresa A. Rieman 16570 T. R. 56 Bluffton, Ohio 45817	Karl L. Rieman 16570 T. R. 56 Bluffton, Ohio 45817
--	--
4. The Trust was executed on October 19, 2001.
5. The trust instrument is in the possession of the above-named Trustmaker.
6. Pursuant to O.R.C. Section 5301.255(A)(2)(c), the powers specified in the trust relative to the acquisition, sale, or encumbering of real property by the Trustee(s) or the conveyance of real property by the Trustee(s), and any restrictions upon those powers, are as follows:
 - u. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange, convey or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under the trust agreement.

My Trustee may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in the trust agreement.

7. This Memorandum of Trust was executed at Franklin County, Ohio, on October 19, 2001.

Witnesses:

Joan K. Glassford
Joan K. Glassford
(print name) (as to all)

William F. Root
William F. Root
(print name) (as to all)

Teresa A. Rieman
Teresa A. Rieman, Trustmaker

Teresa A. Rieman
Teresa A. Rieman, Trustee

Karl L. Rieman
Karl L. Rieman, Trustee

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Teresa A. Rieman, Trustmaker.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Teresa A. Rieman and Karl L. Rieman, Trustees.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

This Instrument Prepared By:

William K. Root, Esq.
Attorney at Law
5060 Bradenton Avenue, Suite C, Dublin, Ohio 43017
(614) 760-1801 / Facsimile (614) 889-5250

200200000977
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M. MUSGRAVE
01-16-2002 At 03:44 pm.
MEMO TRUST 18.00
OR Book 2127 Page 66 - 68