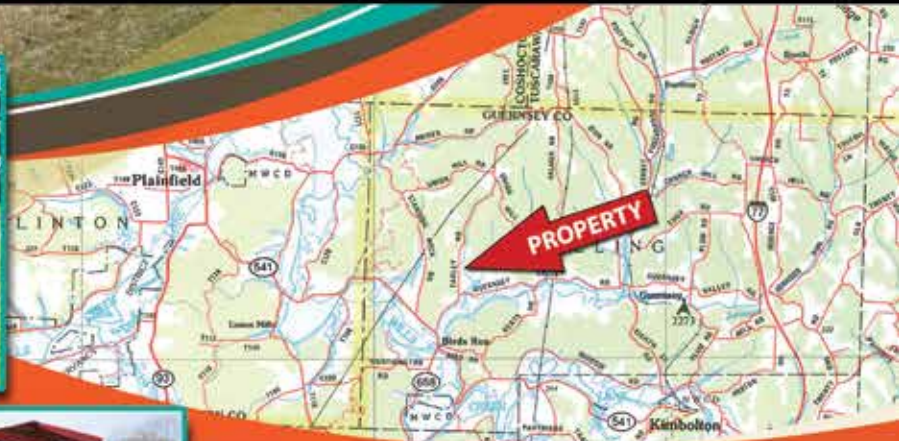


Auction

Eastern Ohio
Real Estate & Personal Property

139±
Acres
Offered in 1 Tract

INFORMATION BOOKLET



7 miles northwest of Kimbolton, OH
7 miles east of Plainfield, OH

10 miles south of Newcomerstown, OH
17 miles northwest of Cambridge, OH
17 miles southeast of Coshocton, OH
65 miles northwest of Wheeling, WV

Saturday, May 16th

Kimbolton, Ohio • Guernsey County • Wheeling Township

SCHRADER
Real Estate and Auction Company, Inc.

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assume no liability for the information provided.



SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

Saturday, May 16th



**GUERNSEY COUNTY
WHEELING TOWNSHIP**
Newcomerstown School District

Kimbolton, Ohio

7 miles northwest of Kimbolton, OH
7 miles east of Plainfield, OH
10 miles south of Newcomerstown, OH
17 miles northwest of Cambridge, OH
17 miles southeast of Coshocton, OH
65 miles northwest of Wheeling, WV

OPEN HOUSE DATES:

Thursday, April 16

4-6:30 PM

Tuesday, May 5

4-6:30 PM

*Meet a Schrader representative at the Home
for more information.*

AUCTION MANAGER:

Dale Evans

260-894-0458 • 800-451-2709











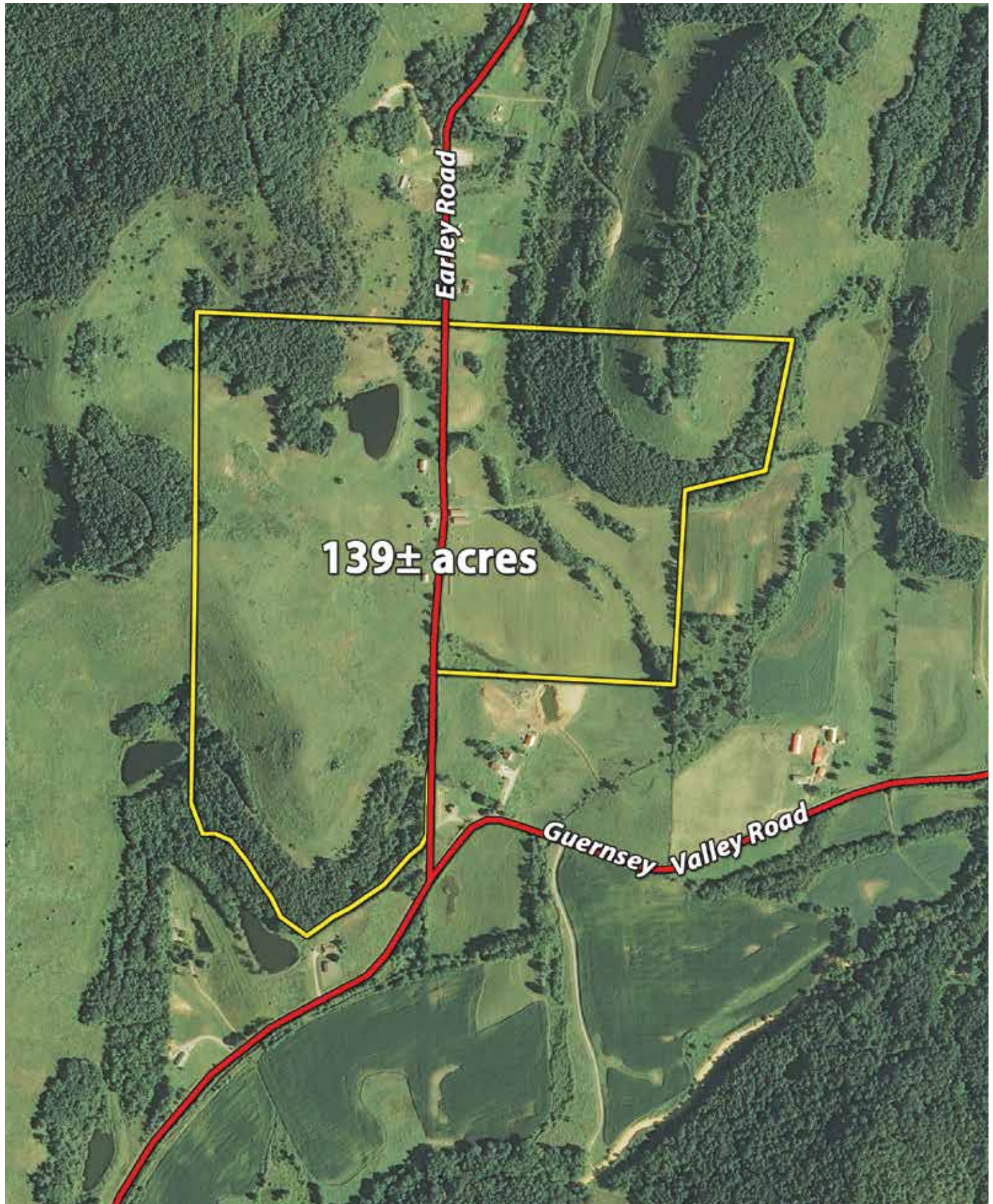




TRACT MAP



TRACT MAP

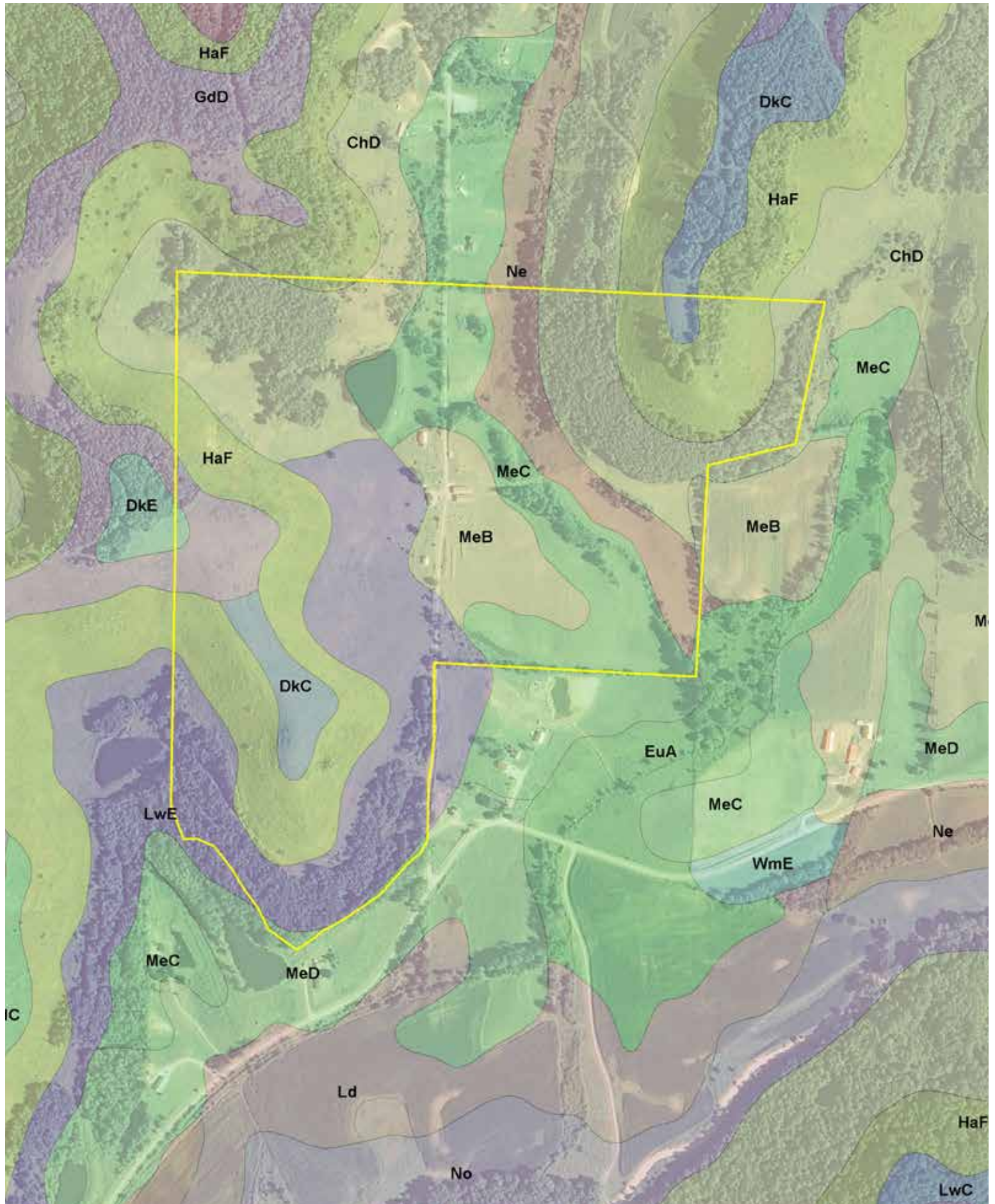




SURETY SOILS MAP



SOILS MAP





OIL & GAS LEASE



104/967

OIL AND GAS LEASE

ATWOOD RESOURCES, INC. 2301 PROGRESS STREET, DOVER, OHIO 44622 hereinafter called the Lessor, WITNESSETH:

(Lot No.) (Section No.) 11 & 12 in Quectay County, Ohio, bounded substantially as follows:

East 1/2 (acre) of 113 W. 1st St. - Tallent

The Lake Champlain

being all the property owned by Lessor in Section/Lot 14 of 14 Township, containing 1.1 acres, more or less.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of 2 Years

4. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within 30 days

payments to be made quarterly until the commencement of a

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the credit of the Lessor in tanks or pipe lines, as royalty, free

(8) To pay the Lessee, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) royalty on all the purchased gas for oil or gas lease and gravity separating on the same basis on a net well basis of pipe stock.

any calendar month to be within 30 days of Receipt by Lessee of Payment from gas/oil purchaser. (C) Lessee to deduct from payments in (A) and (B) above Lessee's pro rata share of any severance (excluding imposed by any governmental body).

6. All money due under this lease shall be paid or tendered to the Lessor by CHECK drawn payable to the order of the Lessor to Bank of America

of change of ownership as hereinafter provided.

and take gas produced from one well for domestic use in one dwelling on the leased premises, at a cost of \$0.01 per cubic foot, and subject to the well and the right of abandonment of the well by the Lessee. The first 200 thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess

Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. The Lessor will, at their sole cost, risk and responsibility, install and properly maintain a meter

off drips needed to effect safe delivery of said gas to point of use. This privilege is upon the condition precedent that the Lessee shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the

Any installation, regulation or requirement prescribed by any regulatory body asserting jurisdiction and requiring compliance thereof of any kind over such systems shall be the responsibility of Lessor. Lessor

Lessee acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to indemnify Lessee from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, which may be caused by Lessor's lease or equipment or whether same be caused by Lessee's equipment.

Lease, its successors and assigns, the well operator, and all parties in interest in any well on the household premises free and harmless from an

wherein someone other than the lessor is entitled to take the gas under this Paragraph 7, that the gas supply will be terminated by Lessee until the

9. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of leasehold interest shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well the Lessee

9. If the event a well drilled hereunder is a producing well and the Lessee is unable to market or dispose of the production therefrom, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing

well is plugged and abandoned according to law.

quite and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether adjacent or non-adjacent, or on adjacent or adjoining lands or otherwise, as the Lessee may elect.

11. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or other land owned or controlled by the Lessee to form an oil and gas development unit of not more than 160 acres, or the amount of acreage contained in a lot or section of land in the township

to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the provisions and covenants of this lease to the same effect as

is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessee agrees to accept, in lieu of the one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty

executing a declaration of consolidation setting forth the leases and portions thereof consolidated, the royalty distribution and recording the same thereon in the county in which the leased premises are located. If the well on said development unit shall thereafter

unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated.

rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. No claim of membership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either

General or notice in writing duly signed by the parties to the assignment or conveyance, and a duly authenticated and duly certified copy thereof in the Lessee.

of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided equally and pro rata to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

For assign + Bill of Sale See O. R. 396 Pg. 1671 (11-7) 957 OR 470 Pg 402, of 465 1216, 18 85

OIL & GAS LEASE

104 968

104/968

14. The Lessee shall have the right to assign and transfer, as hereinabove set forth, the within lease in whole or in part and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim, mortgage(s) or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant, mortgage(s) or lien holder, and the right to direct payment of all rentals and royalties to apply towards the payment of any existing liens or mortgage(s) on the premises.

15. The Lessee shall bury, when so requested by the Lessor, all pipe lines used to conduct oil or gas to, on, through and off the premises and pay all damages caused by operations under this lease. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser.

16. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinafter set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts.

18. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such actions shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any act of Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

For Assignment 024049, 269B, 271B

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and Acknowledged in the presence of:

Signature

Social Security No. or Tax I.D. No.

Sharon D. Smith
Al Maple

Olise Wyman

280-62-8111

STATE OF Ohio
COUNTY OF Shelby

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named Olise Wyman

who acknowledged to me that she did execute the foregoing instrument and that the same is her free act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Newcomerstown, O this 17 day of Feb, 19 88

My Commission Expires: 12-1-89

Al Maple
Notary Public

STATE OF _____
COUNTY OF _____

Corporation

Before me, a Notary Public in and for said county and state, personally appeared _____ and _____

the _____ President and _____ Secretary, respectively, of _____ the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____

this _____ day of _____, 19 _____

My Commission Expires: _____

Notary Public

This instrument was prepared by: ATWOOD RESOURCES, INC.

No.	Acres	OIL, GAS, LEASE	From	To	Post Office	Date	Terms	Years	LOCATED	Rec'd for Record	Recorded	Book	Page	RECORDED	FEB 23 1988	PETTY J. DODD 10.00	RECORDER	13772-104	PAGE 962	FEB 22 PM 12:12	13772	Lease



PARCEL INFORMATION



PARCEL INFORMATION

Data For Parcel 420000458000

Base Data

Parcel:	420000458000
Owner:	BOOTH JUDITH A
Address:	74359 EARLEY RD



Mailing Address

Mailing Name:	
Address:	UNAVAILABLE
City State Zip:	UNAVAILABLE

Owner Address

Owner Name:	BOOTH JUDITH A
Address:	74337 EARLEY RD
City State Zip:	KIMBOLTON OH 43749

Geographic

City:	UNINCORPORATED
Township:	WHEELING TOWNSHIP
School District:	NEWCOMERSTOWN EVSD

Legal

Legal Description:	E 1/2 SE 1/4 MHPP REG# 42-1891 J BOOTH		
Neighborhood:		Land Use:	111 CASH/GR/GF QUAL
Legal Acres:	79.33	Number of Cards:	1
Tax District:	42	Range Township Section:	4-4-12
Net Annual Tax:	1053.62	Map Number/Routing Number:	7 4/ 4/S12

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	\$106,830.00	\$37,390.00
Building Value:	\$35,400.00	\$12,390.00
Total Value:	\$142,230.00	\$49,780.00
CAUV Value:	\$33,600.00	\$11,760.00
Taxable Value:	\$24,150.00	

[Report Discrepancy](#)

Guernsey County, Ohio - Property Record Card, Page 1
Parcel: 420000458000

PARCEL INFORMATION

GENERAL PARCEL INFORMATION

Owner	BOOTH JUDITH A
Property Address	74359 EARLEY RD
Mailing Address	UNAVAILABLE
Owner Address	74337 EARLEY RD
Land Use	KIMBOLTON OH 43749
Routing Number	111 CASH/GR/GF QUAL
Legal Description	4/ 4/S12 E 1/2 SE 1/4 MHPP REG# 42-1891 J BOOTH

MAP

A map is not available.

VALUATION

	Appraised	Assessed
Land Value	\$106,830.00	\$37,390.00
Improvements Value	\$35,400.00	\$12,390.00
Total Value	\$142,230.00	\$49,780.00
CAUV Value	\$33,600.00	\$11,760.00
Taxable Value		\$24,150.00

LAND

Description	Acreage/FrontaEffective	Depth	Depth Factor	Actual Value
	5			
	5			
	5			
	23			
	33			
	5			
	1			
	2.33			

AGRICULTURAL

Soil Code	Acreage
66	
70	
427	
452	
466	
429	
611	
990	

SALES

Sale Number	Sale Date	Sale Price	Sale Type	Buyer
0001471	10/24/2011	0	3CT	BOOTH JUDITH A
0000845	7/19/2010	0	3AF	BOOTH DONALD
0000198	2/22/1991	0	3WD	
0001570	12/4/1990	0	4WD	
0000389	4/10/1990	0	1WD	
0000729	7/28/1986	0		

TAX	
Gross Charge	\$1,799.18
Reduction Factor	(\$631.18)
10% Rollback	(\$114.38)
2.5% Homestead Rollback	\$0.00
Homestead Reduction	\$0.00
Penalties And Adjustments	\$0.00
Net Annual Tax	\$1,053.62

Guernsey County, Ohio - Property Record Card, Page 2
Parcel: 420000458000
Card: 0

Owner	BOOTH JUDITH A
Property Address	74359 EARLEY RD
Mailing Address	UNAVAILABLE
Owner Address	UNAVAILABLE
Land Use	74337 EARLEY RD
Routing Number	KIMBOLTON OH 43749
Legal Description	111 CASH/GR/GF QUAL
	4/4/S12
	E 1/2 SE 1/4 MHPP REG# 42-1891 J BOOTH

	Appraised	Assessed
Land Value	\$106,830.00	\$37,390.00
Improvements Value	\$35,400.00	\$12,390.00
Total Value	\$142,230.00	\$49,780.00
CAUV Value	\$33,600.00	\$11,760.00
Taxable Value		\$24,150.00

Scale: 1 in. = 5 ft

Area	Material	Area
A	2 B F M	340 sq ft
B	EPP P	50 sq ft
C	EPP P	126 sq ft

The diagram shows a building layout on a grid. Area A is a large green rectangle with a width of 30 and a height of 28. Area B is a pink rectangle attached to the top-left of Area A, with a width of 5 and a height of 5. Area C is a blue rectangle attached to the bottom-right of Area A, with a width of 5 and a height of 10. The total dimensions of the building are 35 by 38.

Building Type	SHB	Area	Rate	Grade	Year Built	Value
DWELLING	2 B F	840	0	090%	0	\$33,980.00
126	22X36	792	0		OLD	\$1,430.00
MISC	*NV(2)	0	0			\$0.00

Year Built	0
Number of Stories	2
Total Living Area	1680
Total Rooms:	0
Total Bedrooms	0
Total Baths	1
Total Family Rooms	0

Area (Ft/Un)	Basement 0/0	First Fl 840	Partial Upper Fl 0	Full Upper Fl 840	Attic 0/0
Value	\$3,200.00	\$44,400.00	\$0.00	\$29,400.00	\$0.00
Plaster/Drywall					
Paneling					
Fiberboard					
Unfinished					
Wood Joist					
Fire-Resist					
Fire-Proof					
Hardwood					
Pine					
Carpet					
Concrete					
Tile/Linoleum					
Rooms	0	0	0	0	0
Bedrooms	0	0	0	0	0
Family Rooms	0	0	0	0	0
Dining Rooms	0	0	0	0	0
Insulation					
Central Air					
Heat Pump					
Central Heat	A	0	0	0	0
Plumbing	1				

PARCEL INFORMATION

Data For Parcel 420000460000

Base Data

Parcel: 420000460000
Owner: BOOTH JUDITH A
Address: EARLEY RD



Mailing Address

Mailing Name:
Address: UNAVAILABLE
City State Zip: UNAVAILABLE

Owner Address

Owner Name: BOOTH JUDITH A
Address: 74337 EARLEY RD
City State Zip: KIMBOLTON OH 43749

Geographic

City: UNINCORPORATED
Township: WHEELING TOWNSHIP
School District: NEWCOMERSTOWN EVSD

Legal

Legal Description:	PT SW 1/4 MH REG#42-1891 J BOOTH	Land Use:	110 AG VACLAND QUAL
Neighborhood:		Number of Cards:	1
Legal Acres:	57.313	Range Township Section:	4-4-11
Tax District:	42	Map Number/Routing Number:	14 4/ 4/S11
Net Annual Tax:	564.56		

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	\$70,570.00	\$24,700.00
Building Value:	\$0.00	\$0.00
Total Value:	\$70,570.00	\$24,700.00
CAUV Value:	\$36,970.00	\$12,940.00
Taxable Value:		\$12,940.00

[Report Discrepancy](#)

PARCEL INFORMATION

Guernsey County, Ohio - Property Record Card, Page 1
Parcel: 420000460000

GENERAL PARCEL INFORMATION					MAP
Owner	BOOTH JUDITH A				A map is not available.
Property Address	EARLEY RD				
Mailing Address	UNAVAILABLE				
Owner Address	74337 EARLEY RD				
Land Use	KIMBOLTON OH 43749				
Routing Number	4/4/S11				
Legal Description	PT SW 1/4 MH REG#42-1891 J BOOTH				
VALUATION					
Land Value	Appraised	Assessed			
Improvements Value	\$70,570.00	\$24,700.00			
Total Value	\$0.00	\$0.00			
CAUV Value	\$70,570.00	\$24,700.00			
Taxable Value	\$36,970.00	\$12,940.00			
LAND					
Description	Acreage/FrontaEffective	Depth	Depth Factor	Actual Value	
	10.003				
	10				
	20				
	10				
	6				
	1.31				
AGRICULTURAL					
Soil Code	Acreage				
70					
271					
270					
423					
452					
980					
TAX					
Gross Charge	\$964.04				
Reduction Factor	(\$338.20)				
10% Rollback	(\$61.28)				
2.5% Homestead Rollback	\$0.00				
Homestead Reduction	\$0.00				
Penalties And Adjustments	\$0.00				
Net Annual Tax	\$564.56				

PARCEL INFORMATION

Guernsey County, Ohio - Property Record Card, Page 2
Parcel: 420000460000
Card: 0

GENERAL PARCEL INFORMATION		SKETCH
Owner	BOOTH JUDITH A	A sketch is unavailable for this parcel.
Property Address	EARLEY RD	
Mailing Address	UNAVAILABLE	
Owner Address	74337 EARLEY RD	
Land Use	KIMBOLTON OH 43749	
Routing Number	110 AG VACLAND QUAL	
Legal Description	4/4(S11	
	PT SW 1/4 MH REG#42-1891 J BOOTH	

VALUATION		
Land Value	Appraised	Assessed
	\$70,570.00	\$24,700.00
Improvements Value		
	\$0.00	\$0.00
Total Value	\$70,570.00	\$24,700.00
CAUV Value	\$36,970.00	
Taxable Value		\$12,940.00

IMPROVEMENTS		RESIDENTIAL DETAIL				
Building Type	SHB	Area	Rate	Grade	Year Built	Value
RESIDENTIAL						
Year Built						0
Number of Stories						0
Total Living Area						0
Total Rooms:						0
Total Bedrooms						0
Total Baths						0
Total Family Rooms						0
Basement						
Area (F/Un)						0/0
Value						\$0.00
Plaster/Drywall						0
Paneling						0
Fiberboard						0
Unfinished						0
Wood Joist						0
Fire-Resist						0
Fire-Proof						0
Hardwood						0
Pine						0
Carpet						0
Concrete						0
Tile/Linoleum						0
Rooms						0
Bedrooms						0
Family Rooms						0
Dining Rooms						0
Insulation						0
Central Air						0
Heat Pump						0
Central Heat						0
Plumbing						0

PARCEL INFORMATION

Data For Parcel 420000459000

Base Data

Parcel: 420000459000
Owner: BOOTH JUDITH A
Address: EARLEY RD



Mailing Address

Mailing Name:
Address: UNAVAILABLE
City State Zip: UNAVAILABLE

Owner Address

Owner Name: BOOTH JUDITH A
Address: 74337 EARLEY RD
City State Zip: KIMBOLTON OH 43749

Geographic

City: UNINCORPORATED
Township: WHEELING TOWNSHIP
School District: NEWCOMERSTOWN EVSD

Legal

Legal Description:	PT NE 1/4	Land Use:	110 AG VACLAND QUAL
Neighborhood:		Number of Cards:	1
Legal Acres:	2.256	Range Township Section:	4-4-19
Tax District:	42	Map Number/Routing Number:	22 4/ 4/S19
Net Annual Tax:	12.22		

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	\$2,830.00	\$990.00
Building Value:	\$0.00	\$0.00
Total Value:	\$2,830.00	\$990.00
CAUV Value:	\$800.00	\$280.00
Taxable Value:		\$280.00

[Report Discrepancy](#)

PARCEL INFORMATION

Guernsey County, Ohio - Property Record Card, Page 1
Parcel: 420000459000

GENERAL PARCEL INFORMATION					MAP
Owner	BOOTH JUDITH A				A map is not available.
Property Address	EARLEY RD				
Mailing Address	UNAVAILABLE				
	UNAVAILABLE				
Owner Address	74337 EARLEY RD				
	KIMBOLTON OH 43749				
Land Use	110 AG VACLAND QUAL				
Routing Number	4/ 4/S19				
Legal Description	PT NE 1/4				
VALUATION					
Land Value	Appraised	Assessed			
	\$2,830.00	\$990.00			
Improvements Value	\$0.00	\$0.00			
Total Value	\$2,830.00	\$990.00			
CAUV Value	\$800.00	\$280.00			
Taxable Value		\$280.00			
LAND					
Description	Acreage/FrontaEffective	Depth	Depth Factor	Actual Value	
	2.256				
AGRICULTURAL					
	Soil Code	Acreage			
	272				
TAX					
	Gross Charge			\$20.86	
	Reduction Factor			(\$7.32)	
	10% Rollback			(\$1.32)	
	2.5% Homestead Rollback			\$0.00	
	Homestead Reduction			\$0.00	
	Penalties And Adjustments			\$0.00	
	Net Annual Tax			\$12.22	

Guernsey County, Ohio - Property Record Card, Page 2
Parcel: 420000459000
Card: 0


GENERAL PARCEL INFORMATION		SKETCH
Owner	BOOTH JUDITH A	A sketch is unavailable for this parcel.

VALUATION		
Land Value	Appraised \$2,830.00	Assessed \$990.00
Improvements Value	\$0.00	\$0.00
Total Value	\$2,830.00	\$990.00
CAUV Value	\$800.00	\$280.00
Taxable Value		\$280.00

[illegible]

FLOOD PLAIN MAP





MAP SCALE 1" = 2000'

1000 0 2000 4000 FEET
0 600 1200 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM


PANEL 0025D

FIRM
FLOOD INSURANCE RATE MAP
GUERNSEY COUNTY,
OHIO
AND INCORPORATED AREAS

PANEL 25 OF 425
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
GUERNSEY COUNTY 360188 0025 D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
39059C0025D
MAP REVISED
AUGUST 16, 2011
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



CERTIFICATE OF TITLE



CERTIFICATE OF TITLE

CERTIFICATE OF TITLE

JUDITH A. BOOTH

Prepared by

KNOWLTON BENNETT & CONAWAY

Attorneys at Law
Cambridge, Ohio

For

SCHRADER REAL ESTATE AND AUCTION CO., INC.

The undersigned hereby certifies that he has made a thorough examination of the records of Guernsey County, Ohio, as disclosed by the public indices, covering a period in excess of forty-two years prior to the date hereof, relating to the premises described as follows:

See attached Exhibit A.

This certificate does not purport to cover matters not of record in said county, including rights of persons in possession, questions which a correct survey or inspection would disclose, Rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, or zoning and other governmental restrictions.

The undersigned further certifies that, in his opinion based upon said records, the fee simple title to said premises is vested in Judith A. Booth who obtained title by Certificate of Transfer recorded in Volume 482, Page 516, Official Records, Guernsey County, Ohio, and that as it appears from said county records, the title is marketable and free from encumbrances except and subject to the matters set forth as follows:

Schedule I. TAXES AND ASSESSMENTS: Wheeling Township
Parcel No. 42-0000458.000 79.33 acres
Land, \$11,760.00; Building, \$12,390.00; Tax, \$526.81 per half; Subject to CAUV Reduction, \$11,760.00 per year
Taxes are paid for the year 2014.

Parcel No. 42-0000459 2.256 acres
Land, \$280.00; Building, \$0.00; Tax, \$6.11 per half; Subject to CAUV Reduction, \$280.00 per year
Taxes are paid for the year 2014.

Parcel No. 42-0000460 57.313 acres
Land, \$12,940.00; Building, \$0.00; Tax, \$282.28 per half; Subject to CAUV Reduction, \$12,940.00 per year
Taxes are paid for the year 2014.

Schedule II. MORTGAGES:
1. A mortgage from Judith A. Booth to Huntington, filed for record June 25, 2012, in Volume 490, Page 3269, Guernsey County Official Records.

KNOWLTON BENNETT
& CONAWAY
ATTORNEYS AT LAW
126 N. 9TH STREET
CAMBRIDGE, OHIO

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Schedule III. LEASES, JUDGMENTS, FOREIGN EXECUTIONS, SUITS PENDING:

1. An oil and gas lease from Bernard Welker to Anschutz Exploration, filed for record September 8, 2009, in Volume 466, Page 498, Guernsey County Official Records. NOTE: This Company makes no representation as to the present ownership of this lease.

Schedule IV. EASEMENTS AND RESTRICTIVE COVENANTS:

1. A right of way from Judith Booth to Red Hill Development, filed for record February 7, 2012, in Volume 486, Page 2706, Guernsey County Official Records.
2. Reservation of right of way filed for record in Volume 461, Page 2901, Guernsey County Official Records, stating the following:
"Reserving to the grantor herein a right-of-way for ingress and egress over and across Tract I above described (57.313 acres) commencing at a point on the east line of 57.313 acre tract and running west to its intersection with County Road 180 (Earley Road)."
3. A right of way from Harry J. Wynn and Judy D. Wynn to New Frontier, filed for record October 7, 1982, in Volume 351, Page 274, Guernsey County Deed Records.
4. A right of way Harry Wynn and Judy Wynn to Atwood Resources, filed for record October 20, 1987, in Volume 374, Page 230, Guernsey County Official Records.

Schedule V. OTHER MATTERS OF RECORD OR INFORMATION NOT OF RECORD:

1. Conveyance from Judy D. Wynn to Judy D. Wynn and Harold Smith, filed for record December 4, 1990, in Volume 13, Page 283, Guernsey County Official Records, states the following:
"Excepting and reserving to the Grantor, her heirs & assigns, all minerals & coal underlying the soil, with the right to enter on said premises, prospect, explore & drill for & mine, excavate & remove the same with all machinery, appliances, fixtures & things necessary or convenient therefore & the right to use so much of the surface as may be necessary for mining & storing said minerals & depositing the refuse therefrom & the right to erect such structures & fixtures as may be necessary therefore. ALSO excepting & reserving to the Grantor, her heirs & assigns, all timber upon the above described premises with the right to enter on said premises, to cut & remove the same, from time to time & at any time prior to January 1, 1997, with all trucks & other equipment necessary or convenient for the purpose."
NOTE: This Company makes no representation as to the present ownership of any mineral rights.

No examination was made as to any oil and gas or coal or any other minerals.

Dated at Cambridge, Ohio, this 8th day of April, 2015.

KNOWLTON BENNETT & CONAWAY
Attorneys at Law

By, 
William Mark Bennett

WMB/csb

aka 74337 Earley Road

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& CONAWAY
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EXHIBIT A

TRACT I:

Situated in the Township of Wheeling, County of Guernsey, State of Ohio, and being 57.313 acres in the Southwest Quarter of Section 11 of Township 4 North, Range 4 West, of the United States Military District and being more particularly described as follows:

Commencing at a railroad spike set at the Southwest corner of said Section 11; thence with the West line of said section North 01 degree 23' 22" East, a distance of 1076.94 feet to an iron pin set on the West edge of County Road 180, the BEGINNING; thence continuing with the West line of said section 11, North 01 degree 23' 22" East, a distance of 1737.84 feet to a point on the West edge of County Road 180; thence leaving said section line and with the lands of Mesa-Miller Farms as recorded in Official Records Volume 15, Page 808, South 88 degrees 28' 50" East, a distance of 1754.19 feet to an iron pin set having passed through an iron pin set at 60.00 feet; thence with the lands of Bernard Welker as recorded in Deed Volume 251, Page 488, the next three calls:

1. South 13 degrees 29' 32" West, a distance of 758.81 feet to a marked stone found.
2. South 78 degrees 31' 28" West, a distance of 370.56 feet to a marked stone found.
3. South 01 degree 42' 37" West, a distance of 932.45 feet to a white oak tree.

Thence with the lands of Calvin W. and Kathleen June Lafferty as recorded in Deed Volume 373, Page 298, North 87 degrees 32' 13" West, a distance of 1228.83 feet to the BEGINNING and containing 57.313 acres and being all of the property conveyed in Tract One of Official Records Volume 16, Page 217, and being all of Auditor's Parcel #42-00460.

SUBJECT to all leases or easements of record. Iron pins set are 5/8 inch rebar, 30 inches long, capped "GARDNER PS-6884". Bearings are based on the grid meridian of the Ohio State Plane North Coordinate Zone as determined by GPS observation. A survey of the above-described property was made on August 16, 2001 by Steven L. Gardner, Registered Surveyor #6884.

BEING AUDITOR'S PARCEL NO.: 42-00-00460 (Earley Road)

TRACT II:

Situated in the County of Guernsey, in the State of Ohio, and in the Township of Wheeling, and bounded and described as follows: Being known as eighty (80) acres, being the East half of the Southeast Quarter of Section Twelve (12), Township Four (4), of Range Four (4).

EXCEPTING THEREFROM that certain one (1) acre sold by these Grantors to F. Forney by Deed recorded in O.R. 429, Page 1893, Record of Deeds, Guernsey County, Ohio, to which deed reference is hereby made for a more particular description thereof.

BEING AUDITOR'S PARCEL NO.: 42-00-00458 (74337 Earley Road)

TRACT III:

Situated in the Township of Wheeling, County of Guernsey, State of Ohio and being 2.256 acres in the Northeast Quarter of Section 19 of Township 4 North, Range 4 West of the United States Military District and being more particularly described as follows:

Commencing at a railroad spike set at the Northeast corner of said Section 19; thence with the North line of said section North 83 degrees 58' 30" West, a distance of 202.51 feet to a point in the center of an old road bed, the BEGINNING; said point being referenced by a 3/4 inch iron pipe found which bears North 54 degrees 41' 37" East, a distance of 28.14 feet; thence with the lands of Calvin W. Lafferty as recorded in Official Records Volume 102, Page 210, and with the center of said old road bed the next four calls:

1. South 54 degrees 41' 37" West, a distance of 315.91 feet to a 3/4 inch iron pipe found.
2. South 74 degrees 02' 39" West, a distance of 101.32 feet to a 3/4 inch iron pipe found.
3. North 57 degrees 37' 12" West, a distance of 189.71 feet to a 3/4 inch iron pipe found.
4. North 46 degrees 48' 17" West, a distance of 268.68 feet to an iron pin set;

Thence leaving said old road bed and with the lands of Judy D. Wynn as recorded in Tract Two of Official Records Volume 16, Page 217, South 83 degrees 58' 30" East, a distance of 715.25 feet to the BEGINNING and containing 2.256 acres and being all of the property conveyed in Tract Three of Official Records Volume 167, Page 217, and being all of Auditor's Parcel #42-00459.

SUBJECT to all leases or easements of record. Iron pins set are 5/8 inch rebar, 30 inches long, capped "GARDNER PS-6884". Bearings are based on the grid meridian of the Ohio State Plane North Coordinate Zone as determined by GPS observations. A survey of the above-described property was made on August 16, 2001, by Steven L. Gardner, Registered Surveyor #6884.

EXCEPTING an easement of the Muskingum Watershed Conservancy District as the same is recorded in Volume 180, at Page 133, Record of Deeds, Guernsey County, Ohio.

BEING AUDITOR'S PARCEL NO.: 42-00-00459 (Earley Road)

RESERVING to the prior Grantor herein a right-of-way for ingress and egress over and across Tract I above-described (57.313 acres) commencing at a point on the East line of 57.313 acre tract and running West to its intersection with County Road 180 (Earley Road).

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Effective Date: 10/01/2014

**Bennett Title Agency, Inc.
Privacy Statement**

Bennett Title Agency, Inc. and its subsidiaries ("BTA") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains BTA's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. BTA follows the privacy practices described in this Privacy Statement and, depending on the business performed, BTA companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other BTA companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, BTA's current policy is to maintain

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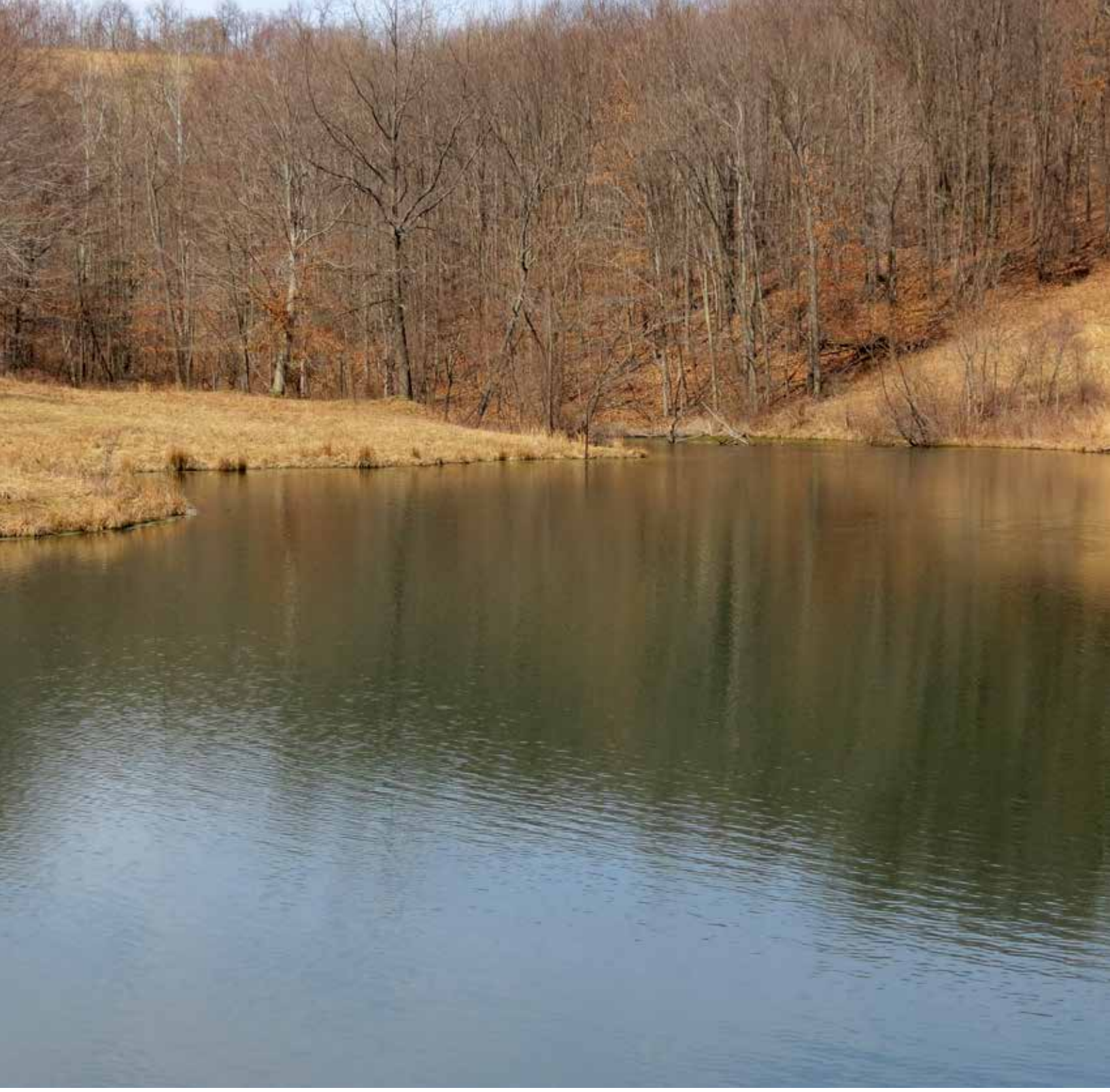
customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Bennett Title Agency, Inc.
126 North 9th Street
Cambridge, Ohio 43725

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



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