

*Cover page for:*

**Revised**  
**Preliminary Title Insurance Schedules**  
**(with exception copies)**

*Preliminary title insurance schedules prepared by:*

**Chicago Title Insurance Company**

1 S. Main St., Suite 250, Dayton, OH 45402

File Number: 38260131 (Revision 5-19-26)

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**Auction Tract in Miami County, Ohio**

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*For May 28, 2026 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Nutrien Ag Solutions, Inc., a Delaware corporation**

CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Jordan Cohen Chicago Title Insurance Company 1 S. Main St., Suite 250 Dayton, OH 45402 Phone: 9372690467 Main Phone: (937) 223-8378 Email: Jordan.Cohen@ctt.com	Chicago Title Insurance Company 1 S. Main St., Suite 250 Dayton, OH 45402 Main Phone: (937)223-8378 Main Fax: 937-963-0843

Order Number: 38260131

Property Address: 11275 Deeter Road, Bradford, OH

SCHEDULE A

1. Commitment Date: May 4, 2026 at 07:59 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021 - OH (12/01/2022)
    - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item #4 below
    - Proposed Amount of Insurance: \$ [REDACTED]
3. The estate or interest in the Land at the Commitment Date is:
  - Fee Simple
4. The Title is, at the Commitment Date, vested in:
  - Nutrien Ag Solutions, Inc., a Delaware corporation and successor by merger and name changes to S & P Investments Corp., a Delaware corporation, acquired by deed of record in [Deed Book 577, Page 214](#), Recorder's Office, Miami County, Ohio (As to Parcel I).
  - Nutrien Ag Solutions, Inc., a Delaware corporation and successor by name change to Crop Production Services, Inc., a Delaware corporation, acquired by deed of record in [Official Record Volume 788, Page 121](#), Recorder's Office, Miami County, Ohio (As to Parcels II and III).
  - Nutrien Ag Solutions, Inc., a Delaware corporation and successor by merger and name changes to Royster-Clark AgriBusiness, Inc., a Delaware corporation (having taken title as Royster-Clark Agro Business, Inc.), acquired by deed of record in [Deed Book 737, Page 668](#), Recorder's Office, Miami County, Ohio (As to Parcel IV).
  - Nutrien Ag Solutions, Inc., a Delaware corporation and successor by merger and name changes to Royster-Clark AgriBusiness, Inc., a Delaware corporation (having taken title as Royster-Clark AgriBusiness, Inc., an Ohio corporation), acquired by deed of record in [Deed Book 714, Page 549](#), Recorder's Office, Miami County, Ohio (As to Parcel V).

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**SCHEDULE A**  
(continued)

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

**Parcel I (Note: an updated description based on Land Survey 33-132 will be required by the County):**

Situate in the Township of Newton, County of Miami, State of Ohio, and bounded and described as follows:

Situated in Newton Township, Miami County, Ohio, and being a part of the Southeast Quarter of Section Ten (10), Town Eight (8), Range Four (4), East and as shown by Survey filed in Volume No. Twenty (20) on Page No. One Hundred Twenty-five (125), of the Miami County Engineer's Record of Land Surveys and being more particularly described as follows:

Starting at an iron monument in the southwest corner of the Southeast Quarter of Section Ten (10), Town Eight (8), Range Four (4), East; thence North 86 degrees and 45 minutes East along the south line of Section Ten (10), and the centerline of the Deeter Road, a distance of 1147.50 feet to an iron railroad spike and the point of beginning of the tract of land herein described; thence North 3 degrees and 15 minutes West a distance of 225.00 feet to an iron pin; thence North 86 degrees and 45 minutes East parallel to the south line of Section Ten (10), and the centerline of the Deeter Road a distance of 293.18 feet to an iron railroad spike in the centerline of State Route No. 721; thence along the centerline of State Route No. 721 the following described courses, South 9 degrees and 55 minutes West a distance of 83.84 feet to a P.K. nail; thence South 12 degrees and 42 minutes West a distance of 50.00 feet to a P.K. nail; thence South 14 degrees and 25 minutes West a distance of 100.00 feet to a P.K. nail, said point being the intersection of the centerline of the Deeter Road with the centerline of State Route No. 721; thence South 86 degrees and 45 minutes West along the south line of Section Ten (10) and the centerline of the Deeter Road a distance of 230.00 feet to an iron railroad spike and the point of beginning, containing 1.363 acres, more or less.

For informational purposes only: Parcel No. I20-001610

**Parcel II:**

Situate in the Township of Newton, County of Miami, and the State of Ohio, and bound and described as follows:

Being a 0.4125 acre tract in the Southeast Quarter of Section 10, Town 8, Range 4 East, Newton Township, Miami County, Ohio, and further bounded and described as follows:

Beginning at an iron pin found at the southwest corner of the Southeast Quarter of said Section 10; thence North 86 deg. 45' East for 1146.95 ft. along the south line of Section 10 and the centerline of Deeter Road to a railroad spike found; thence North 3 deg. 15' West for 225.00 ft. to a point marking the true place of beginning, witness iron pin found 0.93 ft. South and 0.19 ft. West; thence continuing North 3 deg. 15' West for 60.00 ft. to an iron pin set; thence North 86 deg. 45' East for 305.35 ft. to a P.K. nail set on the centerline of State Route 721;

Thence South 7 deg. 38' 30" West for 45.00 ft. along said center line to a P.K. nail found;

Thence South 9 deg. 48' West for 16.23 ft. along said centerline to a railroad spike found;

Thence South 86 deg. 45' West for 293.18 ft. to the point marking the True Place of Beginning.

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## EXHIBIT "A"

### Legal Description

Containing a total of 0.4125 acres, more or less.

According to a survey performed by Michael W. Cozatt, Professional Surveyor 6001, 1008 Grant St., Troy, Ohio 45373, as filed in Vol. 35, Page 14 of the Miami County Engineer's Record of Land Surveys.

For informational purposes only: Parcel No. I20-001650

#### Parcel III:

Being a 1.124 acre tract in the Southeast Quarter of Section 10, Town 8, Range 4E, Newton Township, Miami County, Ohio, and further bounded and described as follows:

Beginning at an iron pin found at the southwest corner of the Southeast Quarter of said Section 10 and on the centerline of Deeter Road; thence North 86 deg. 45' East for 1046.95 ft. along the centerline of Deeter Road and the south line of Section 10 to a railroad spike set marking the place of beginning;

Thence North 3 deg. 15' West for 335.00 ft. to an iron pin set;

Thence North 86 deg. 45' East for 413.30 ft. to a P.K. nail set on the centerline of State Route 721;

Thence on the centerline of State Route 721 as follows: Along a curve to the right of radius = 1200.00 ft.; central angle = 2 deg. 05' 23", length = 43.77 ft.; and long chord = 43.77 ft. bearing South 6 deg. 31' 47" West to a P.K. nail found;

South 6 deg. 46' 21" West for 6.96 ft. to a P.K. nail found;

Thence South 86 deg. 45' West for 304.65 ft. to an iron pin found;

Thence South 3 deg. 15' East for 285.00 ft. to a railroad spike found on the centerline of Deeter Road and the south line of Section 10;

Thence South 86 deg. 45' West for 100.00 ft. along said centerline and section line to the railroad spike marking the place of beginning.

Containing a total of 1.124 acres, more or less.

According to a survey performed by Michael W. Cozatt, Professional Surveyor 6001, 1008 Grant St., Troy, OH, as filed in Vol. 36, Page 198 of the Miami County Engineer's Record of Land Surveys.

For informational purposes only: Parcel No. I20-001650

#### Parcel IV:

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## EXHIBIT "A"

### Legal Description

Being a 0.769 acre tract in the Southeast Quarter of Section 10, Town 8, Range 4E, Newton Township, Miami County, Ohio and further bounded and described as follows:

Beginning at an iron pin found at the southwest corner of the Southeast Quarter of said Section 10 and on the centerline of Deeter Road and the south line of Section 10; thence North 86° 45' 00" East for 946.95 feet along the centerline of Deeter Road and the south line of Section 10 to a gin spindle set marking the true place of beginning;

Thence North 03° 15' 00" West for 335.00 feet to a capped iron pin set;

Thence North 86° 45' 00" East for 100.00 feet to an iron pin found;

Thence South 03° 15' 00" East for 335.00 feet to a railroad spike found on the centerline of Deeter Road and the south line of Section 10;

Thence South 86° 45' 00" West for 100.00 feet along the centerline of Deeter Road and the south line of Section 10 to the gin spindle set marking the place of beginning.

Containing a total of 0.769 acres, more or less.

According to a survey performed by Michael W. Cozatt, Professional Surveyor 6001, as filed in Volume 42, Page 6 of the Miami County Engineer's Record of Land Surveys.

For informational purposes only: Parcel No. I20-001605

#### **Parcel V:**

Being a 1.500 acre tract in the Southeast quarter of Section 10, Town 8, Range 4 East, Newton Township, Miami County, Ohio, as deeded to Mary Ellen Keller by Deed Book 446, Page 324 of the Miami County Recorder's Deed Records and further bounded and described as follows:

Beginning at an iron pin found at the southwest corner of the Southeast quarter of said Section 10 and on the centerline of Deeter Road; thence North 86 deg.-45'-00" East for 896.95 ft. along the centerline of Deeter Road and the south line of Section 10 to a gin spindle set marking the true place of beginning;

Thence North 03 deg.-15'-00" West for 420.42 ft. to a 5/8 in. dia. capped iron pin set, passing a 5/8 in. dia. capped iron pin set at 20.00 ft.,

Thence North 86 deg.-45'-00" East for 573.30 ft. to a gin spindle set on the centerline of State Route 721, passing a 5/8 in. dia. capped iron pin set at 543.20 ft.;

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## EXHIBIT "A"

### Legal Description

Thence along the centerline of State Route 721 on a curve to the right of radius = 1200.00 ft., central angle = 4 deg.-06'-26", length = 86.02 ft., and long chord = 86.00 ft. bearing South 3 deg.-25'-52" West to a P.K. nail found;

Thence South 86 deg.-45'-00" West for 513.30 ft. to an iron pin found, passing an iron pin found at 30.45 ft.;

Thence South 03 deg.-15'-00" East for 335.00 ft. to a gin spindle found on the centerline of Deeter Road and the south line of Section 10, passing an iron pin found at 315.00 ft.;

Thence South 86 deg.-45'-00" West for 50.00 ft. along said centerline and section line to the gin spindle marking the place of beginning.

Containing a total of 1.500 acres, more or less, including 0.082 acres in highway right-of-way.

According to a field survey performed by Michael W. Cozatt, Professional Surveyor 6001, 476 Swailes Road, Troy, Ohio 45373, on February 20, 2001, as filed in Vol. 46, Page 9, of the Miami County Engineer's Record of Land Surveys.

For informational purposes only: Parcel No. I20-001615

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.
6. Approval of the legal description as contained in Schedule "A" herein by the Miami County Auditor's Office. A copy was submitted to the County on May 14, 2026.

**Note: Miami County has pre-approved the legal descriptions for Parcel II, III, IV and V. However, the County is requiring an updated legal description for Parcel I.**

7. Deed from Nutrien Ag Solutions, Inc., a Delaware corporation, by its duly authorized officer(s) conveying the premises to a purchaser to be determined.
8. Copy of the Articles of Incorporation and Bylaws and any amendments thereto and resolution for Nutrien Ag Solutions, Inc., authorizing the execution of the above deed.
9. Certificate of Good Standing from the Delaware Secretary of State for Nutrien Ag Solutions, Inc.
10. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
11. An ALTA survey satisfactory to the Company will be required if the survey exceptions are to be deleted from the final policy.
12. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
13. The Proposed Policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount of value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
15. Further exceptions and/or requirements may be made upon review of the proposed documents creating the interest or estate to be insured and/or further ascertaining details of the transaction.
16. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
17. Payment of taxes, charges and assessments levied and assessed against subject premises, which are due and payable.
18. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor and materialmen are all paid.

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.

Notice: Please be aware that the Company will not insure a prohibited person as defined under Ohio Revised Code Section 5301.256 as to the ownership in agricultural land or land in proximity to a military installation as defined under the referenced code section which is an excluded matter under the Exclusions from Coverage of any policy issued.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. No liability is assumed for tax increases occasioned by the retroactive revaluation as a result of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
8. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
9. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
10. Rights of public to use those portions of subject premises lying within the confines of public roads and highways.
11. Easement and right of way to The Dayton Power and Light Company, of record in [Deed Book 437, Page 698](#), Recorder's Office, Miami County, Ohio.
12. Tax Parcel Desc: 4-8-10 PT SW PT SE

Taxes, listed in the name(s) of S & P Investments Corp, (Parcel ID I20-001610) for the first half of the year 2025 in the net amount of \$2,046.47 are paid; Taxes for the second half of the year 2025 in the net amount of \$2,046.47 are paid.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

Tax Valuation: Land: \$11,730; Building: \$79,420; Total: \$91,150

Tax Parcel Desc: 4-8-10 S CEN PT SE

Taxes, listed in the name(s) of Crop Production Services Inc, (Parcel ID I20-001650) for the first half of the year 2025 in the net amount of \$112.49 are paid; Taxes for the second half of the year 2025 in the net amount of \$112.49 are paid.

Tax Valuation: Land Only: \$5,010

Tax Parcel Desc: 4-8-10 SW PT SE

Taxes, listed in the name(s) of Royster-Clark Agro Business Inc, (Parcel ID I20-001605) for the first half of the year 2025 in the net amount of \$35.47 are paid; Taxes for the second half of the year 2025 in the net amount of \$35.47 are paid.

Tax Valuation: Land Only: \$1,580

Tax Parcel Desc: 4-8-10 S CENT PT SE

Taxes, listed in the name(s) of Royster-Clark AgriBusiness Inc, (Parcel ID I20-001615) for the first half of the year 2025 in the net amount of \$106.87 are paid; Taxes for the second half of the year 2025 in the net amount of \$106.87 are paid.

Tax Valuation: Land Only: \$4,760

13. Taxes and assessments for the year 2026, and thereafter, are a lien but are not yet due and payable.

Taxes or special assessments which are not shown as existing liens by the public records.

Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

**END OF SCHEDULE B, PART II**

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Know All Men by These Presents:

That Boyd J. Patty (Unmarried)

In consideration of One Dollar to him paid by The Dayton Power and Light Company, the receipt of which is hereby acknowledged, do ss hereby grant and convey unto said The Dayton Power and Light Company, its successors and assigns forever, a right of way and easement, subject to legal highways, for a line for the transmission and/or distribution of electric energy thereover, for any and all purposes for which electric energy is now, or may hereafter be used, with the right to construct, reconstruct, repair, maintain, use or remove said line and appurtenances, subject to the conditions hereinafter contained, over and across the following premises, viz:

situated in Newton Township, Miami County, Ohio

and being a tract of land containing 41.64 acres, more or less, situated in part of the southeast quarter of Section 10, Town 8, Range 4 East, and being the same premises described in a Certificate of Transfer recorded in Deed Book No. 433, page 529 of the Deed Records of Miami County, Ohio.

The aforesaid line shall consist of wooden poles and anchor and shall be located within a strip of land 10 feet in width, together with all necessary equipment, wires, cables, anchors, fixtures and appliances appurtenant thereto. The centerline of said right of way and easement shall be approximately along the following course viz:

Beginning at a point in the south property line (which is also the centerline of the Deeter Road) 31 feet westwardly from the easterly property line (which is also the centerline of State Route 721); thence northwardly parallel to and 31 feet westwardly from the aforesaid easterly property line 16 feet to a point; thence northeastwardly 531 feet, more or less, to a point in the said easterly property line 538 feet northwardly measured along the said easterly property line from the said southerly property line.

Also right of way for one (1) anchor to be located on said premises and approximately in the following location.

ANCHOR: 18 feet north of the said south property line and 52 feet westwardly of the said easterly property line.

In the event that State Route 721 Road should be widened or relocated, said The Dayton Power and Light Company, its successors or assigns, may, but shall not be required to relocate or reconstruct said line and appurtenances, so that the centerline of said line as relocated or reconstructed shall not be more than one (1) foot outside of the road as widened or relocated.

The Dayton Power and Light Company, its successors and assigns, by its employees and agents, may enter upon said premises from time to time to construct, reconstruct, repair, maintain, use, or remove said line or part thereof, and to cut and remove such trees or other obstructions as, in the opinion of the grantee herein, may now or at any time hereafter interfere with the use, maintenance and successful operation of said line, and to place and string wires and cables thereon, and to repair, reconstruct, maintain, use or remove the same.

The grantor shall have full right to use the land within said right of way and easement for any purpose consistent with the rights herein granted to the Grantee, its successors and assigns; provided, however, that no buildings or other structures shall be erected within the limits of said right of way and easement by the grantor, or any other party claiming title of possession under said grantor.

That said The Dayton Power and Light Company, its successors and assigns hold the grantor his heirs, executors, administrators, and assigns, harmless from any damage to crops and other property that may arise from or be caused by the negligence of The Dayton Power and Light Company, its successors or assigns or their agents, servants, or employees, in the construction, reconstruction, repair, use or removal of said pole line.

It is further agreed that failure of said The Dayton Power and Light Company, its successors and assigns, or any of them to enter upon said tract or parcel of real estate or any part thereof, or to exercise any of the rights and privileges hereby granted and conveyed shall not work a forfeiture or abandonment of the rights and privileges hereby granted and conveyed, in whole or in part, nor shall any such failure to enter upon said tract or parcel of real estate above described be construed as a surrender of any of the rights and privileges hereby granted and conveyed.

The grantor for himself and his heirs, executors, administrators and assigns, covenant with the grantee, its successors and assigns, that the grantor is the true and lawful owner of said premises and he has full power to convey the rights hereby conveyed, and that he do warrant and will defend the same against the claims of all persons whatsoever.

The acceptance of this conveyance by The Dayton Power and Light Company shall operate as an agreement by it for itself, its successors and assigns to all the terms and conditions hereof and it and they shall be bound thereby.

IN WITNESS WHEREOF, the said Boyd J. Patty (Unmarried)

has hereunto subscribed his name this 14th day of April 1967

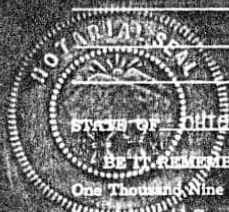
Signed and acknowledged in the presence of:

James L. Mager  
Fred H. Moore

Boyd J. Patty  
Boyd J. Patty

TRANSFER NOT NECESSARY

April 26 1967  
CARL DAVIS, Auditor,  
MIAMI COUNTY, OHIO



STATE OF OHIO COUNTY OF MIAMI ss:  
BE IT REMEMBERED, that on the fourteenth day of April in the year of our Lord  
One Thousand Nine Hundred and \_\_\_\_\_, before me, the subscriber, a Notary Public  
in and for said County, personally came Boyd J. Patty

the grantor in the foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Fred H. Moore

FRED H. MOORE, Notary Public  
In and for Butler, Clark, Darke, Greene,  
Miami, Montgomery, Preble & Warren  
Counties, Ohio  
My Commission Expires Nov. 11, 1969

LEGAL DEPARTMENT  
The Dayton Power and Light Company  
This instrument was prepared and approved by  
4/24 1967  
H. Wallace

2.00  
**RECEIVED**  
10:20 O'CLOCK 6 M  
APR 26 1967  
RECORDED 5-2-67  
BOOK 437 IN RECORD PAGE 698  
MARY B. GUSTIN  
RECORDER, MIAMI COUNTY, OHIO

BOOK **437** PAGE **699**