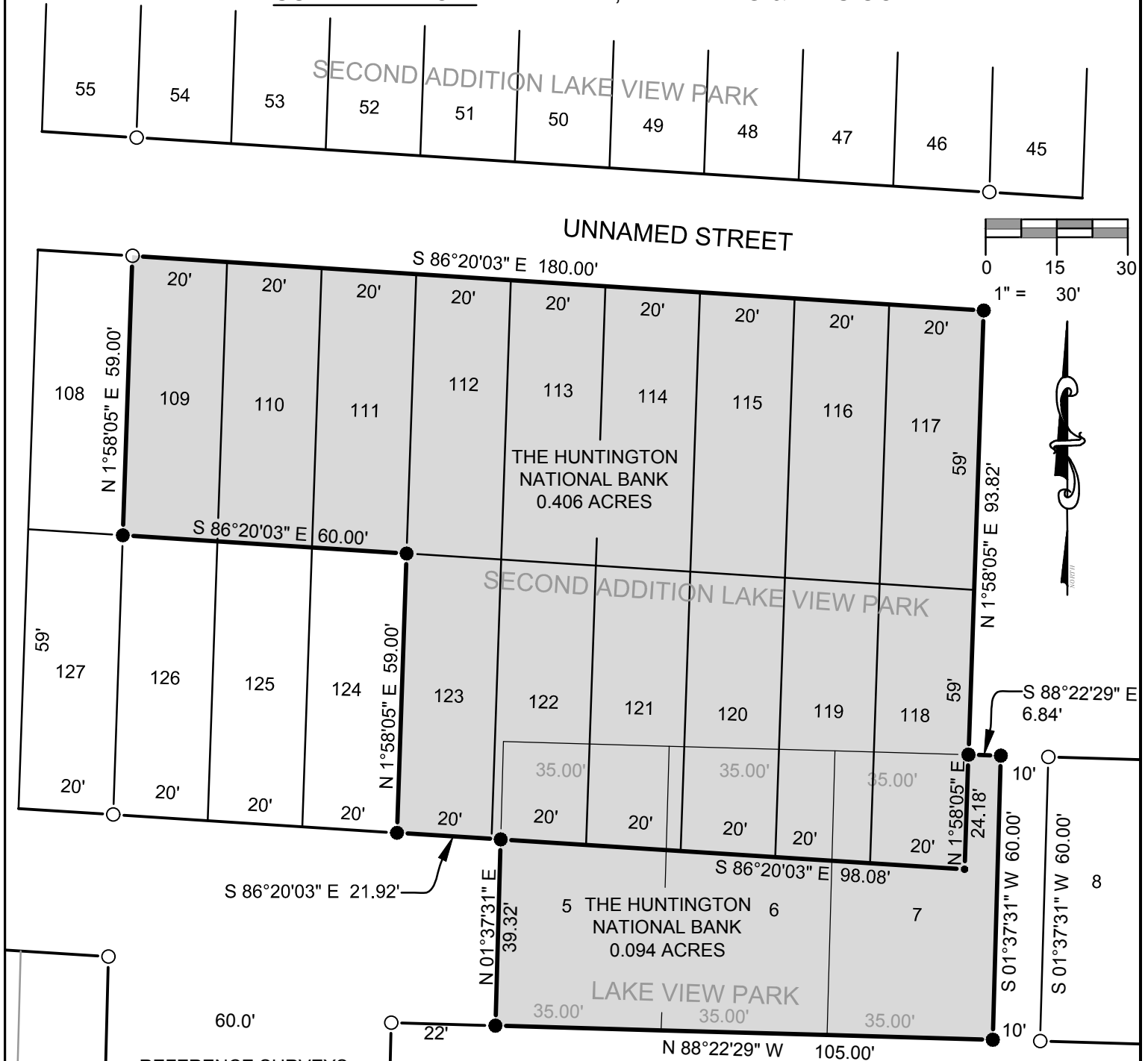


# PLAT OF SURVEY

A PARCEL OF LAND BEING KNOWN AS PARTS OF LOTS 5, 6 & 7 OF LAKE VIEW PARK AND LOTS 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122 & 123 OF SECOND ADDITION LAKEVIEW PARK, NETTLE LAKE, SITUATED IN THE SOUTHEAST QUARTER, SECTION 14, TOWNSHIP 9 SOUTH, RANGE 4 WEST, NORTHWEST TOWNSHIP, WILLIAMS COUNTY, OHIO.

SURVEYED FOR: WELTMAN, WEINBERG & REIS CO. LPA



REFERENCE SURVEYS:  
VOL. 26R PG. 196



- SURVEYOR'S NOTE:** THIS SURVEY IS BEING COMPLETED TO SHOW PROPERTY LINES ESTABLISHED AS A RESULT OF A QUIET TITLE ACTION IN THE WILLIAMS COUNTY COURT OF COMMON PLEAS.
- LEGEND**
- PLACE  $\frac{5}{8}$ " REBAR W/CAP (BELL 6717)
  - ⊗ FOUND RAILROAD SPIKE
  - × FOUND P.K. NAIL
  - FOUND IRON PIN OR PIPE
  - POINT ESTABLISHED THIS SURVEY
  - ▲ FOUND STONE
  - (R) RECORDED DISTANCE FROM PREVIOUS SURVEY OR DEED
  - (M) MEASURED DISTANCE FROM PREVIOUS SURVEY OR DEED

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES SHOWN ON THE PLAT ABOVE. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF. SINCE THIS SURVEY DOES NOT INCLUDE A TITLE SEARCH, THERE COULD BE EASEMENTS OR OTHER ENCUMBRANCES UPON THE LAND WHICH ARE NOT SHOWN ON THIS SURVEY PLAT. IF THESE ARE REQUIRED, PLEASE FURNISH THE NECESSARY INFORMATION. THE BEARINGS AND DISTANCES SHOWN ON THE PLAT ABOVE ARE BASED ON STATE PLANE COORDINATES, SPC83, ZONE-OHIO NORTH. THIS SURVEY HAS BEEN RECORDED IN VOL. 26R PAGE 317 OF THE WILLIAMS COUNTY SURVEY RECORDS.

JOB NO: 15-094      DATE: 01-03-2017

*Dennis M. Bell*

DENNIS M. BELL  
REGISTERED SURVEYOR NO. 6717



05691A State Route 15  
P.O. Box 565  
Bryan, OH 43506  
419-636-2585  
419-636-8434  
bellengineeringlimited.com

**FILED**

WWR#10065169

2016 AUG 15 PM 4: 13

CLERK OF COURTS  
WILLIAMS COUNTY OHIO

IN THE COURT OF COMMON PLEAS  
WILLIAMS COUNTY, OHIO

THE HUNTINGTON NATIONAL BANK,  
SUCCESSOR BY MERGER TO SKY BANK

Plaintiff

vs.

VICTORIA L. SMITH, AKA VICTORIA  
LYNN SMITH, et al.

Defendants

CASE NO. 16CI000040

JUDGE STELZER

STIPULATED IN REM JUDGMENT  
ENTRY FOR QUIET TITLE AND  
FORECLOSURE DECREE

This cause was submitted to the Court and heard upon the Complaint of the Plaintiff, the Answer of Defendant, Victoria L. Smith, aka Victoria Lynn Smith, the Answer of Defendant, Williams County Treasurer, the Plaintiff's Motion for Default Judgment, the evidence and by agreement of the undersigned parties.

The Court finds that all necessary parties have been properly served according to law and are properly before the Court and The Unknown Heirs; Devisees; Their Spouses and Creditors; Legatees; and the Fiduciary of the Estate, and Spouse and Creditors of Henry L. Goll, Deceased, are in default of Answer, Motion or other pleading and have by reason thereof confessed the allegations of the Complaint to be true, and are forever barred from asserting any right, title or interest in the premises described herein. The Court further finds that Defendant, Victoria L. Smith, aka Victoria

JOURNAL 618 PAGE 306  
JOURNALIZED DATE 8-16-16

Lynn Smith is not married, and therefore, John Doe, Name Unknown, Unknown Spouse of Victoria L. Smith, AKA Victoria Lynn Smith is hereby dismissed without prejudice as a party to this action.

The Court further finds that there is due to the Treasurer of this County accrued real property taxes, assessments, penalties and interest thereon, upon the premises described herein, the exact amount being unascertainable at the date hereof, but which amount will be determined by the Treasurer at the time of confirmation of sale of said premises pursuant to O.R.C. 323.47, for which amount the Treasurer has a good and valid lien. For purposes of determining such amount, the Treasurer may estimate the amount of taxes, assessments, interest and penalties that will be payable at the time the deed of the property is transferred to the purchaser.

The Court further finds that there is due to Plaintiff the principal sum of \$68,079.45 plus interest at the rate of 2.00000% (variable) per annum from June 1, 2010, upon the Promissory Note set forth in the Complaint. The court further finds that Defendant, Victoria L. Smith aka Victoria Lynn Smith obtained a discharge of said obligation in Bankruptcy Court, being case no. 14-31249, and no money judgment shall be rendered, and Plaintiff is entitled to an in rem judgment only. The Court further finds that in order to secure the indebtedness evidenced by said Promissory Note, a certain Mortgage Deed was executed and delivered securing the following-described premises:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A  
Permanent Parcel No. 094-144-06-032.000 and 094-144-06-035.000  
Street Address: 160 Lake Shore Drive, Montpelier, OH 43543

The Court further finds that said mortgage was filed for record on May 15, 2007, In Book 225, Pages 613 of Williams County Records, and thereby became and is the first and best lien after real estate taxes upon the premises herein; that the conditions of said mortgage have been broken and the same has become absolute; and that Plaintiff is entitled to foreclosure.

The Court further finds that the Plaintiff may have advanced or may advance prior to confirmation of the sale in this action, sums for the payment of real estate taxes, hazard insurance premiums, and protection of the property described herein, the total amount of which is undetermined at the present time, but which amount will be ascertainable at the time of confirmation of the Sheriff's Sale herein, which amount may be added to the first mortgage lien of the Plaintiff. The Court reserves for further order a determination of the exact amount due to the Plaintiff for said advances.

The Court further finds that the subject premises known as 160 Lakeshore Drive, Montpelier, Ohio was built partially on land owned by Defendant, Victoria L. Smith aka Victoria Lynn Smith, known as Permanent Parcels 094-144-06-032.000 and 094-144-06-035.000, and upon un-platted parcels owned by Henry L. Goll, at the date of his death, and that said lands are described in "Exhibit A."

The Court further finds that Defendant Victoria L. Smith aka Victoria Lynn Smith's exclusive possession of the subject premises as described in "Exhibit A", has been open, notorious, continuous, and adverse use for a period of more than 21 years, and therefore said Defendant is the owner by adverse possession of the entire premises described in "Exhibit A", and that said interest is adverse to the interest of The Unknown Heirs; Devisees; Their Spouses And Creditors; Legatees; And The Fiduciary Of The Estate, and Spouse and Creditors Of Henry L. Goll, Deceased.

The Court further finds that Plaintiff's mortgage is hereby reformed to describe the premises as set forth in "Exhibit A"

The Court further finds that there is no just reason for delay in entering the judgment herein.

**ORDER**

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Williams County Auditor shall re-plat the property described in "Exhibit A" and shown in the Plat of Survey attached hereto as "Exhibit B", and assign Parcel Numbers to the previously un-platted land; and that unless the sums herein found due, together with the costs of this action, including the cost of the Judicial Report filed herein for which the Plaintiff is entitled to reimbursement, be fully paid within three (3) days from the date of the entry of this decree, the equity of redemption of all Defendants in the premises described herein be foreclosed. The Plaintiff may file a praecipe, at which time the Clerk of Courts shall issue an Order of Sale to the Sheriff of this County ordering the Sheriff to sell the re-platted premises at public sale, as upon execution and according to law, free and clear of all interest of all parties to this action, after having the same properly appraised and advertised according to law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Sheriff, upon confirmation of sale, shall pay from the proceeds thereof the following:

1. To the Clerk of Courts, the costs of this action, including the sum of \$2,566.00 to Plaintiff for the Preliminary and Final Judicial Reports.
2. To the Treasurer, real estate taxes, assessments, penalties and interest due and payable on said premises.
3. To Plaintiff, The Huntington National Bank, Successor by Merger to Sky Bank, the principal sum of \$68,079.45 plus interest at the rate of 2.00000% per annum (variable) from June 1, 2010, together with advances, if any.
4. The Sheriff shall hold the balance of funds, if any, pending further order from this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because the Plaintiff is the first and best lien holder, should it be the successful bidder at the Sheriff's Sale, the Plaintiff

shall not be required to make a deposit at the time of sale, but the Clerk of this Court shall apply all monies previously deposited as court costs to the court costs due, and the Plaintiff shall pay the balance of all court costs due and owing, taxes and assessments, upon Confirmation of Sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon distribution of the proceeds of sale as aforesaid, the Clerk of this Court shall issue his certificate to the County Recorder directing him to enter the same on the margin of the records of said mortgages and liens, releasing the same from the premises.

Record is hereby ordered.

S/J.T. STELZER  
JUDGE

Approved:  
WELTMAN, WEINBERG & REIS CO., L.P.A.

BN  
Benjamin N. Hoen (0077704)  
Attorney for Plaintiff  
323 W. Lakeside Avenue, Suite 200  
Cleveland, OH 44113  
Phone: (216) 685-1170; Fax: (216) 363-4034  
bhoen@weltman.com

Approved Attached  
Brian W Kaiser  
425 N. Wayne Street  
Angola, IN 46703  
Attorney for Victoria L. Smith, aka Victoria Lynn Smith

Submitted  
Michael L. Juhasz  
1425 E. High Street, #115  
Bryan, OH 43506  
Attorney for Williams County Treasurer

shall not be required to make a deposit at the time of sale, but the Clerk of this Court shall apply all monies previously deposited as court costs to the court costs due, and the Plaintiff shall pay the balance of all court costs due and owing, taxes and assessments, upon Confirmation of Sale.


IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon distribution of the proceeds of sale as aforesaid, the Clerk of this Court shall issue his certificate to the County Recorder directing him to enter the same on the margin of the records of said mortgages and liens, releasing the same from the premises.

Record is hereby ordered.

\_\_\_\_\_  
JUDGE

Approved:  
WELTMAN, WEINBERG & REIS CO., L.P.A.

  
\_\_\_\_\_  
Benjamin N. Hoen (0077704)  
Attorney for Plaintiff  
323 W. Lakeside Avenue, Suite 200  
Cleveland, OH 44113  
Phone: (216) 685-1170; Fax: (216) 363-4034  
bhoen@weltman.com

  
\_\_\_\_\_  
Brian W. Kaiser  
425 N. Wayne Street  
Angola, IN 46703  
Attorney for Victoria L. Smith, aka Victoria Lynn Smith

Submitted  
\_\_\_\_\_  
Michael L. Juhasz  
1425 E. High Street, #115  
Bryan, OH 43506  
Attorney for Williams County Treasurer

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE A**

**Order No. 10134343**

**Number 08025230**

**DESCRIPTION OF LAND**

Parcel No. 1

Situated in the Township of Northwest, in the County of Williams, and in the State of Ohio. Lots Numbered 113, 114, 115, 116, 117, 118, 119, in Lakeview Second Addition to Nettle Lake, in the Southeast Quarter of Section Fourteen (14) in said Township, County and State.

Parcel Numbers: 094-144-06-032.000 (Lots 113, 114 and 115)  
094-144-06-035.000 (Lots 116, 117, 118 and 119)

160 Lake Shore Drive  
Montpelier, OH

Parcel No. 2:

Situated in the Township of Northwest, in the County of Williams, and in the State of Ohio. Lots Numbered 5, 6 and 7, in Lake View Park Nettle Lake, in the Southeast Quarter of Section Fourteen (14) in said Township, County and State, subject to all legal highways.

Parcel Numbers: No parcel number assigned  
(See attached original Plat)

*Exhibit  
A*

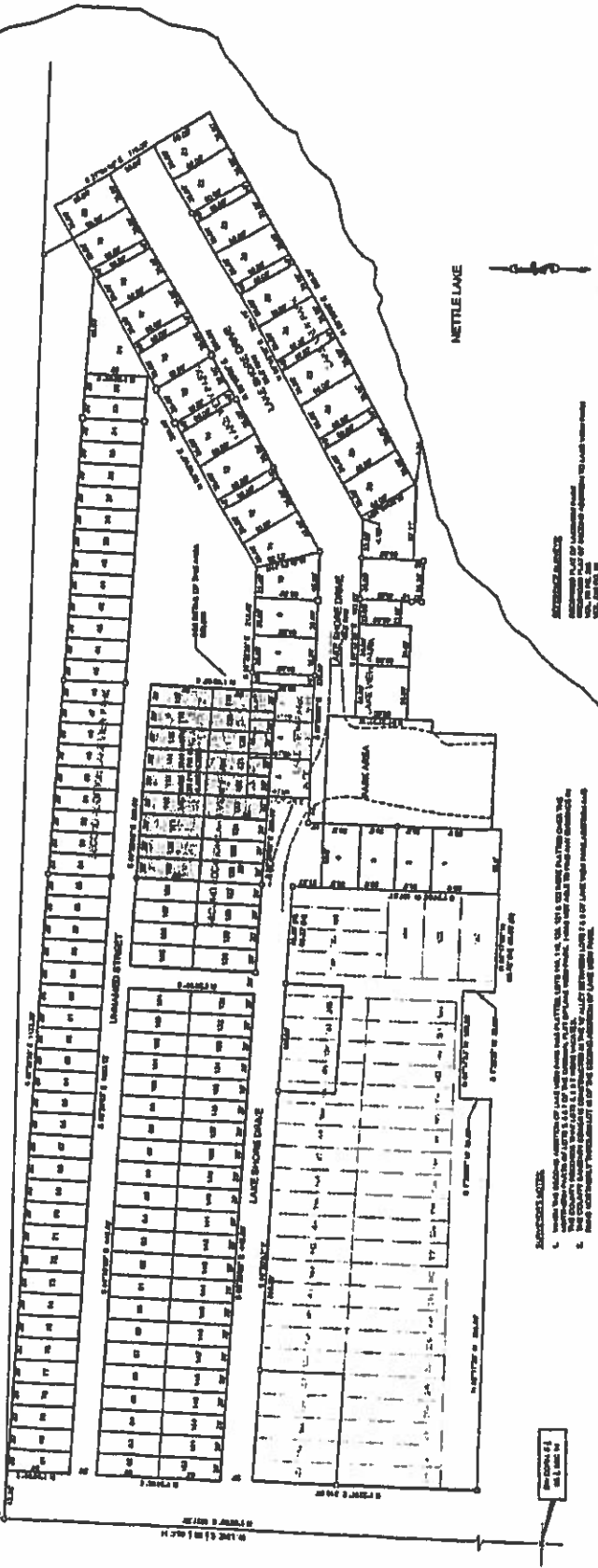


# PLAN OF SURVEY

A PARCEL OF LAND BEING SACHS AS LOTS 116, 117, 118, 119, 120, 121, 122 & 123 OF SECOND ADDITION LAKEVIEW PARK, NETTLE LAKE, OHIO, SITUATED IN THE SOUTHEAST QUARTER, SECTION 14, TOWNSHIP 4 NORTH, RANGE 4 WEST, NORTHWEST TOWNSHIP, WELLS COUNTY, OHIO.

SURVEYED BY: W. THOMAS WEBB AND S. RES. CO., L.P.

THESE LOTS, WITH ALL NORTH OF POINT ESTABLISHED LAND AREA, ARE SHOWN IN THE EXHIBIT OF THIS SURVEY.



NETTLE LAKE



SECTION 14  
TOWNSHIP 4 NORTH  
RANGE 4 WEST  
NORTHWEST TOWNSHIP  
WELLS COUNTY, OHIO

- LEGEND**
- 1. LOTS 116, 117, 118, 119, 120, 121, 122 & 123
  - 2. LAKEVIEW DRIVE
  - 3. LAKE SHORE DRIVE
  - 4. LAWRENCE STREET
  - 5. PROPERTY BOUNDARY
  - 6. CONSTRUCTION BOUNDARY

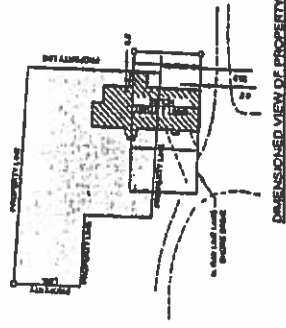


W. Thomas Webb  
Professional Engineer  
No. 10777  
State of Ohio

DATE: 08/11/2011

3 Bell Engineering  
Lakewood, OH

- NOTES:**
1. THESE LOTS, WITH ALL NORTH OF POINT ESTABLISHED LAND AREA, ARE SHOWN IN THE EXHIBIT OF THIS SURVEY.
  2. THE EXHIBIT IS A PART OF THIS SURVEY AND IS TO BE CONSIDERED A PART OF THIS SURVEY.
  3. THE EXHIBIT IS A PART OF THIS SURVEY AND IS TO BE CONSIDERED A PART OF THIS SURVEY.



DIMENSIONED VIEW OF PROPERTY

Exhibit 13

WWR#10065169

*BEH/LRH*

FILED

2016 NOV -3 PM 12:10

CLERK OF COURTS  
WILLIAMS COUNTY OHIO

IN THE COURT OF COMMON PLEAS  
WILLIAMS COUNTY, OHIO

THE HUNTINGTON NATIONAL BANK,  
SUCCESSOR BY MERGER TO SKY BANK

Plaintiff

vs.

VICTORIA L. SMITH, AKA VICTORIA  
LYNN SMITH, et al.

Defendants

CASE NO. 16CI000040

JUDGE STELZER

**MOTION FOR AMENDED JUDGMENT  
ENTRY, NUNC PRO TUNC**

Plaintiff moves this Court, for an amended judgment entry, nunc pro tunc. Plaintiff submits a stipulated amended judgment contemporaneously herein. Said amended entry is necessary to included parcels owned by Victoria L. Smith, which are required to be sold together with the land described in the judgment entry previously filed herein. All parties with an interest in said premises have consented to the amended judgment entry, and therefore the amended entry should be granted.

WELTMAN, WEINBERG & REIS CO., L.P.A.

*BH*

Benjamin N. Hoen (0077704)  
Attorney for Plaintiff  
323 W. Lakeside Avenue, Suite 200  
Cleveland, OH 44113  
Phone: (216) 685-1170 Fax: (216) 363-4034  
e-mail: bhoen@weltman.com

CERTIFICATE OF SERVICE

A copy of the foregoing Motion was mailed to all Defendants or their Attorneys by regular U.S. Mail, this 31 day of Oct, 2016.

Brian W Kaiser  
425 N. Wayne Street  
Angola, IN 46703  
Attorney for Victoria L. Smith, aka Victoria Lynn Smith

Michael L Juhasz  
1425 E. High Street #115  
Bryan, OH 43506  
Attorney for Williams County Treasurer

Williams County Auditor  
1 Court House Square  
Bryan, OH 43506

*Bh*

---

Benjamin N. Hoen (0077704)  
Attorney for Plaintiff

FILED

WWR#10065169

2016 NOV -3 PM 3: 12

CLERK OF COURTS  
WILLIAMS COUNTY OHIO

IN THE COURT OF COMMON PLEAS  
WILLIAMS COUNTY, OHIO

THE HUNTINGTON NATIONAL BANK,  
SUCCESSOR BY MERGER TO SKY BANK

Plaintiff

CASE NO. 16CI000040

JUDGE STELZER

vs.

**AMENDED STIPULATED IN REM  
JUDGMENT ENTRY FOR QUIET TITLE  
AND FORECLOSURE DECREE, NUNC  
PRO TUNC**

VICTORIA L. SMITH, AKA VICTORIA  
LYNN SMITH, et al.

Defendants

The undersigned parties hereby stipulate that the Stipulated Judgment Entry filed herein on August 15, 2016 should be amended to include additional parcels of land owned by Victoria L. Smith, which must be sold together with the parcels of land described in the previously filed entry, as follows:

The Court finds that Defendant, Victoria L. Smith currently owns Lots 109, 110, 111 and 112 (Permanent Parcel No. 094-144-06-028.000) Lots 120 (Permanent Parcel No. 094-144-06-034.000), and Lots 121, 122, and 123 (Permanent Parcel No. 094-144-06-033.000). No other parties claim an interest in said lots, as evidenced by the updated Preliminary Judicial Report attached hereto. That Defendant, Victoria L. Smith intended to include said parcels in Plaintiff's mortgage, together with the Parcels listed in the previously filed Judgment Entry. That Due to

JOURNAL 620 PAGE 832  
JOURNALIZED DATE 11-4-16

inadvertence, said parcels were shown in a Partial Release of Mortgage filed March 24, 2008 in Book 236, Page 1439, that no consideration was given to Plaintiff for the release of these parcels only, and therefore said partial release is deemed to be void as to Lots 109, 110, 111 and 112 (Permanent Parcel No. 094-144-06-028.000) Lots 120 (Permanent Parcel No. 094-144-06-034.000), and Lots 121, 122, and 123 (Permanent Parcel No. 094-144-06-033.000) only. The Court further finds that the parties stipulate that Lots 109, 110, 111 and 112 (Permanent Parcel No. 094-144-06-028.000), Lots 120 (Permanent Parcel No. 094-144-06-034.000), and Lots 121, 122, and 123 (Permanent Parcel No. 094-144-06-033.000) shall be sold at sheriff's sale together with the land described in the previous entry.


The complete description of the land to be sold is attached hereto as "Exhibit A."

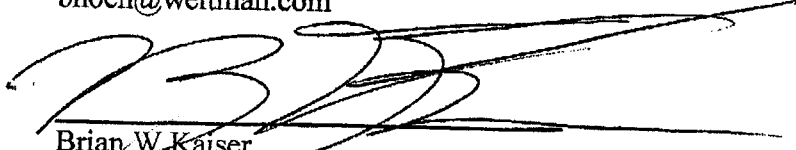
All other provision of said entry shall remain in full force and effect.

S/J.T. STELZER

JUDGE

Approved:  
WELTMAN, WEINBERG & REIS CO., L.P.A.

  
Benjamin N. Hoen (0077704)  
Attorney for Plaintiff  
323 W. Lakeside Avenue, Suite 200  
Cleveland, OH 44113  
Phone: (216) 685-1170; Fax: (216) 363-4034  
bhoen@weltman.com

  
Brian W. Kaiser  
425 N. Wayne Street  
Angola, IN 46703  
Attorney for Victoria L. Smith, aka Victoria Lynn Smith

# Old Republic National Title Insurance Company

## AMENDED PRELIMINARY JUDICIAL REPORT

PJR No: 08025230

Order No: 23107

**Guaranteed Party Name:** The Huntington National Bank  
c/o Weltman, Weinberg & Reis Co., L.P.A.  
**Guaranteed Party Address:** 323 West Lakeside Avenue, Suite 200  
Cleveland, OH 44113

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, Old Republic National Title Insurance Company (hereinafter "the Company") hereby guarantees in an amount not to exceed \$23,300.00 that it has examined the public records in Williams County, Ohio, as to the land described in Schedule A, that the record title to the land is at the date hereof vested in:

Victoria L. Smith aka Victoria Lynn Smith

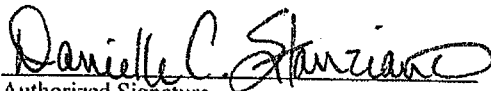
by instrument recorded in Volume 236, Page 641 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the conditions and Stipulations contained herein.



This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and the Schedules A and B have been attached hereto.

Effective Date: October 6, 2016 @ 7:59 a.m.

Issued through the Office of:  
Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, MN 55401  
Phone: 612-371-1111

  
Authorized Signature

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

By  President  
Attest  Secretary

## 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 guarantec 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 to Guaranteed Claimant

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 Party. 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 Old Republic Title Insurance Company at 400 Second Avenue South, Minneapolis, Minnesota 55401.

### 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.

# Old Republic National Title Insurance Company

## AMENDED PRELIMINARY JUDICIAL REPORT

PJR No: 08025230

Order No: 23107

### SCHEDULE B

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

1. The Williams County Treasurer's Tax Duplicate listing premises known as Permanent Parcel No. 094-144-06-028.000 shows taxes and assessments for the first half 2015, in the amount of \$14.42, are paid.

Taxes and assessments for the last half 2015, in the amount of \$14.42 are paid.

Land: \$700.00  
Building: \$0.00  
Total: \$700.00

The Williams County Treasurer's Tax Duplicate listing premises known as Permanent Parcel No. 094-144-06-032.000 shows taxes and assessments for the first half 2015, in the amount of \$24.01, are paid.

Taxes and assessments for the last half 2015, in the amount of \$24.01 are paid.

Land: \$670.00  
Building: \$530.00  
Total: \$1,200.00

The Williams County Treasurer's Tax Duplicate listing premises known as Permanent Parcel No. 094-144-06-033.000 shows taxes and assessments for the first half 2015, in the amount of \$12.85, plus special assessments in the amount of \$361.68 are paid.

Taxes and assessments for the last half 2015, in the amount of \$12.85, plus a special assessment in the amount of \$526.17 are paid.

Land: \$670.00  
Building: \$0.00  
Total: \$670.00

The Williams County Treasurer's Tax Duplicate listing premises known as Permanent Parcel No. 094-144-06-034.000 shows taxes and assessments for the first half 2015, in the amount of \$4.79 and a special assessment in the amount of \$13.06 are paid.

Taxes and assessments for the last half 2015, in the amount of \$4.79 plus a special assessment in the amount of \$13.05 are paid.



Land: \$250.00  
Building: \$0.00  
Total: \$250.00

The Williams County Treasurer's Tax Duplicate listing premises known as Permanent Parcel No. 094-144-06-035.000 shows taxes and assessments for the first half 2015, in the amount of \$569.95 plus a special assessment in the amount of \$285.76 are paid.

Taxes and assessments for the last half 2015, in the amount of \$569.95, plus a special assessment in the amount of \$580.54 and a penalty in the amount of \$57.00 are partially paid. A payment in the amount of \$566.32 was applied leaving a balance due of \$641.17.

Land: \$770.00  
Building: \$28,950.00  
Total: \$29,720.00

Taxes and special assessments, if any, for the year 2016 are a lien, but are not determined, and are not due as of the date of this commitment.

Special taxes and assessments of any kind, if any, and tax additions, if any, which may hereafter be made by legally constituted authorities.

2. Certificate of Transfer, Williams, County Probate Case No. 041047, from the Estate of Stanley Joe Smith to Victoria Lynn Smith, filed May 10, 2006 and recorded in Book 210, Page 452 of Williams County Records.
3. Mortgage from Victoria L. Smith aka Victoria Lynn Smith, unmarried adult to Sky Bank, in the amount of \$81,000.00 dated May 10, 2007, filed May 15, 2007, and recorded as Book 225, Page 613 of Williams County Records. (Caption and More Land)
4. Foreclosure Action - Williams County Common Pleas Court Case No. 16CI000040. Huntington National Bank, Plaintiff, -vs- Victoria L. Smith aka Victoria Lynn Smith, et al, Defendant. Complaint filed March 31, 2016. Case Pending. See updated docket attached.
5. Subject to easements, restrictions, reservations, covenants, conditions, leases, land contracts and any and all liens, encumbrances and adverse interests attaching prior to the date of the search.

**SCHEDULE A**

**DESCRIPTION OF LAND**

Situated in the Township of Northwest, in the County of Williams and in the State of Ohio. Lots  
Numbered 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122 and 123 in  
Lakeview Second Addition to Nettle Lake, in the Southeast Quarter of Section Fourteen (14) in said  
Township, County and State.

P. P. Nos. 094-144-06-028.000  
          094-144-06-032.000  
          094-144-06-033.000  
          094-144-06-034.000  
          094-144-06-035.000

160 Lake Shore Drive, Montpelier, OH

0236 ME1439

20080000141  
Filed for Record in  
WILLIAMS COUNTY, OHIO  
PATRY A. DEALER  
03-24-2008 at 11:09 am.  
PT RELEASE \$2.00  
Book 236 Page 1437 - 1439

JK  
CM

**PARTIAL RELEASE OF MORTGAGE**

Loan Number: 0011717303

KNOWN TO ALL MEN BY THESE PRESENT, that THE HUNTINGTON NATIONAL BANK, 41 S. High Street, Columbus, Ohio 43215, a national banking association, for valuable consideration, the receipt of which is hereby acknowledged, does hereby release and discharge from the operation of a certain mortgage executed by Victoria L. Smith aka Victoria Lynn Smith, Unmarried Adult, dated May 10, 2007, in the amount of \$81,000.00 and recorded May 15, 2007, in Book 225, Page 613, Recorder's Office in Williams County, Ohio the following portion of land herein described as follows:

Situated in the Township of Northwest in the County of Williams and in the State of Ohio. Lots numbered 46, 47, 48, 49, 50, 51, 52, 53, 54, 109, 110, 111, 112, 120, 121, 122, 123, 124, 125, and 126 in Lakeview Second Addition to Nettle Lake, in the Southeast Quarter of Section Fourteen (14) in said Township, County and State.

Provided however, that this release shall not be construed to waive, or in any manner affect or invalidate the lien of said mortgage deed upon the residus of the real estate described in said mortgage.

IN TESTIMONY WHEREOF, HUNTINGTON NATIONAL BANK, ITS SUCCESSORS AND/OR ASSIGNS has caused its name to be signed to this instrument by its duly authorized officer this March 14, 2008.

THE HUNTINGTON NATIONAL BANK

By

Name: Jerry G. Dollarhide  
Title: Vice President

State of Ohio

County of Franklin, SS:

The foregoing instrument was acknowledged before me on this 14th day of March, 2008 by Jerry G. Dollarhide, Vice President of The Huntington National Bank, a national banking association, on behalf of the association.

Notary Public

This instrument prepared by:  
Karen Donaldson  
The Huntington National Bank  
7575 Huntington Park Drive  
Columbus, Ohio 43235



Robin L. Schurz  
Notary Public, State of Ohio  
My Commission Expires 08-07-2011

20080000141  
HUNTINGTON MORTGAGE CO  
ENV

## DESCRIPTION OF LAND

### Exhibit A

#### Parcel No. 1

Situated in the Township of Northwest, in the County of Williams, and in the State of Ohio. Lots Numbered 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, in Lakeview Second Addition to Nettle Lake, in the Southeast Quarter of Section Fourteen (14) in said Township, County and State.

Parcel Numbers:

094-144-06-028.000 (Lots 109, 110, 111 and 112)

094-144-06-032.000 (Lots 113, 114 and 115)

094-144-06-033.000 (Lots 121, 122 and 123)

094-144-06-034.000 (Lot 120)

094-144-06-035.000 (Lots 116, 117, 118 and 119)

160 Lake Shore Drive  
Montpelier, OH

#### Parcel No. 2

Situated in the Township of Northwest, in the County of Williams, and in the State of Ohio. Lots Numbered 5,6 and 7, in Lake View Park Nettle Lake, in the Southeast Quarter of Section Fourteen (14) in said Township, County and State, subject to all legal highways.

Parcel Numbers: No parcel number assigned  
(see attached original plat)