



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**TITLE RESOURCES GUARANTY COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Tara Paredes  
Issuing Office: LandSel Title Agency, Inc.

Issuing Office's ALTA® Registry ID:

Loan ID No.: GH-01529-1  
Commitment No.: GH-01529  
Issuing Office File No.: GH-01529  
Property Address: 815 Barkins Avenue, Englewood, OH 45322

**SCHEDULE A**

1. Commitment Date: November 23, 2022 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owners Policy (12/01/18)  
Proposed Insured: tbd  
Proposed Policy Amount: \$0.00
  - (b) ALTA Loan Policy (12/01/18)  
Proposed Insured: , its successors and/or assigns as their respective interests may appear.  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:  
Fee Simple.
4. The Title is, at the Commitment Date vested in:

ROBERT CURTIS FOSTER

**Chain of Title:**

General Warranty Deed from Robert Curtis Foster, a/k/a Robert C. Foster, an unmarried man, to Robert Curtis Foster, an unmarried man, recorded February 28, 2017 in Document No. 2017-00012190, in the Recorder's Office of Montgomery County, Ohio.

Certificate of Trust from Estate of Beverly Ann Foster, deceased, to Robert C. Foster, recorded June 22, 1993, in Book No. 93-0381, Page No. E08 and Document No. 0012724, in the Recorder's Office of Montgomery County, Ohio.

Warranty Deed from Ryan Homes, Inc., a Penn. Corporation, grant to Robert C. Foster & Beverly A. Foster, recorded June 30, 1971, in Book No. 710290, Page No. A09 and Document No. 10139, in the Recorder's Office of Montgomery County, Ohio.

5. The Land is described as follows:

Situated in the City of Englewood, County of Montgomery, and the State of Ohio.

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## SCHEDULE A

(Continued)

Being Lot Number 1147 of ENGLEWOOD HILLS, SECTION 30 subdivision as the same is numbered and delineated of record in P.B. 87, Page 40, Recorder's Office, Montgomery County, Ohio.

Be the same more or less, but subject to all legal highways.

Date: December 15, 2022

LandSel Title Agency, Inc.



Randall Craycraft, Authorized Signature



Title Resources Guaranty Company

By \_\_\_\_\_

President/CEO

Michael Maydem

Secretary

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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.

Warranty Deed from ANNETTE R. DOOGAN, ADMINISTRATOR OF THE ESTATE OF ROBERT C. FOSTER AKA ROBERT CURTIS FOSTER AKA CURT FOSTER to tbd.

Mortgage from tbd to , securing the principal amount of \$0.00.

5. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
6. Taxes as to Parcel No.: M57 00603 0040

Taxes for the first half of Tax Year 2021 in the amount of \$1,362.51 are due September 30, 2022 and taxes are Paid.

Taxes for the second half of Tax Year 2021 in the amount of \$1,362.51 are due July 15, 2022 and taxes are Paid.

Assessments: \$11.75 per half are included in the above totals.

TAXES REFLECT A HOMESTEAD CREDIT IN THE AMOUNT OF \$322.87 PER HALF.

Valuations:      Land - \$6,990.00      Building - \$38,320.00      Total - \$45,310.00

Address: 815 Barkins Avenue, Englewood, OH 45322

7. Satisfaction and release of open-end mortgage from ROBERT CURTIS FOSTER, AN UNMARRIED MAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN ADVISORS GROUP filed February 28, 2017, recorded in Instrument Number 2017-00012191, to secure the amount of \$172,500.00, Recorder's Office, Montgomery County, OH.

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8. Said mortgage was assigned to REVERSE MORTGAGE FUNDING LLC, and filed June 27, 2022 recorded in Instrument Number 2022-00039782, Recorder's Office, Montgomery County, Ohio.
9. Satisfaction and release of open-end mortgage from ROBERT CURTIS FOSTER, AN UNMARRIED MAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT filed February 28, 2017, recorded in Instrument Number 2017-00012192, to secure the amount of \$172,500.00, Recorder's Office, Montgomery County, OH.
10. The Company requires for its review satisfactory authorization of the proposed transaction pursuant to administration of the estate of ROBERT C. FOSTER AKA ROBERT CURTIS FOSTER AKA CURT FOSTER deceased, Case No. 2022EST01232. At the time, the Company may make additional requirements or exceptions

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Any lien, or right to a lien, for labor, services, or material heretofore or hereafter furnished.
5. Subject to taxes for the year 2022 and all subsequent years, not yet due and payable.

Parcel No. M57 00603 0040 Assessed Value: \$45,310.00

6. Oil, natural gas, coal or other minerals previously conveyed, leased or retained by prior owners.
7. Pursuant to ORC 109.31, leases for oil or natural gas, pipeline agreements or any other instrument related to the production or sale of oil or natural gas recorded in the County Recorder's Office subsequent to the Date of Policy will not be terminated or extinguished by a foreclosure of the mortgage described in Schedule A hereof. (As to Loan Policy only).
8. Taxes for the year 2022 and subsequent years, a lien not yet due and payable.
9. Building restriction line as shown on recorded plat.

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## **EXHIBIT A**

The Land referred to in this Commitment is described as follows:

Situated in the City of Englewood, County of Montgomery, and the State of Ohio.

Being Lot Number 1147 of ENGLEWOOD HILLS, SECTION 30 subdivision as the same is numbered and delineated of record in P.B. 87, Page 40, Recorder's Office, Montgomery County, Ohio.

Be the same more or less, but subject to all legal highways.