

Date: 08/12/2019

Prepared By: Joshua Bodimer - Wiseman Real Estate - Cell: (740) 645-6665

2 Beds, 1 Baths, 896 Sq. Ft. on 30 acres -- \$100

7863 SR 218 - Gallipolis, OH 45631 -

MLS #: 2426242
Status: Active
List Price: \$100
Listing Type: Auction (09/05/2019 6:00pm)
Property Type: Site Built
Classification: Farm & Acreage, Fixer Upper, Resale Home
HOA/Month: -- Includes:

File #:
Status Changed: 08/10/2019
Org. List Price: \$100
Style: 1 story + basement, Ranch
Zoning:

**General Listing Information:**

Beds: 2	Sq Ft Total: 896	Acres: 30
Baths: 1	Sq Ft Main: 896	Lot Sq Ft: 1,306,800
Full Baths: 1	Sq Ft Level 2:	Lot Dim:
1/2 Baths:	Sq Ft Lower:	Frontage:
1/4 Baths:	Sq Ft Other:	Depth:
# Garage:	Sq Ft Unfinished:	Yr Built: 1953
# Carport:	Sq Ft Source:	Yr Remodeled:
Mstr Bdrm Level: Main	Bsmt Type: Full Basement	
Floorplan & Room Dimensions:	Total Rooms: 5	

Location Information:

Address: 7863 SR 218 - Gallipolis, OH 45631
County: Gallia
Section:
Taxes/Yr.: \$1,300
GPS: N38° 40.822' W82° 16.168' -- Lat: 38.68037340, Lng: -82.26946140
Directions:

School District: Gallia County LSD
Subdivision:
Township: Harrison
Range:
Tax ID#: 01300100600, 01300100602, 01300100800

Construction Information:

Construction: Siding-Wood
Heating: Furnace- Electric
Cooling: None

Roof Type: Asphalt Shingle
Foundation: Concrete Block

Comments/Remarks: Estate of J.E. Cremeens Real Estate Auction Tract 1

Public Descr.: Onsite Real Estate & Personal Property auction. Personal Property at 6PM, Real Estate will go for Auction at 7PM. Location of Auction is located at 7863 State Route 218 Gallipolis, Ohio. There is 2 tracts being offered in the Real Estate Auction and this is tract 1 of 2. This property contains approx 30 acres with lots of road frontage on both sides of State Route 218 and part of Rock Lick Road. Property contains approx 7 acres of fenced pasture, approx 21 acres of wooded land and the rest is creek & home site. Pasture had cattle running on it not too long ago and with some mowing could have some nice fescue and grass ready for winter grazing! Driveway is paved and the yard for the home is a nice flat maintainable yard. The home on this property is a fixer upper and is being sold as is. Basic Terms of the Auction: This auction is ordered by way of Gallia Co. Probate Case #20171102 The Auction is a Reserve Auction the Final Bid is "subject to the executor acceptance of the final bid within 48 hours after the auction has concluded. Successful bidders shall deposit \$2500 non-refundable earnest money day of sale, closing within 30 days. Full Terms and Conditions on file.

Utilities Services:

- Contact Utility Company

Features Property, Features Interior:

- Barn
- Borders Creek
- Fenced- Part
- Trees
- Flooring- Carpet
- Flooring- Wood

Listed By: Joshua Bodimer - Wiseman Real Estate

If you have any questions or would like more information about this listing or any other listings in the MLS, please contact: Josh Bodimer
740-645-6665



Joshua Bodimer
 Wiseman Real Estate
 500 Second Ave
 Gallipolis, OH 45631

Cell: (740) 645-6665
 Office: (740) 446-3644
 Fax: (740) 446-3725
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 www.wisemanrealestate.com



Date: 08/12/2019

Prepared By: Joshua Bodimer - Wiseman Real Estate - Cell: (740) 645-6665

MLS: 2426243 - VL - Active - \$101

320 Brumfield Road - Gallipolis, OH 45631 -

MLS #:	2426243	File #:	
Status:	Active	Status Changed:	08/10/2019
List Price:	\$101	Org. List Price:	\$101
Property Type:	Vacant Land	Listing Type:	Auction (09/05/2019 6:00pm)
Classification:	Farm & Acreage	Zoning:	
Acres:	60.54	Lot Dim:	
Lot Sq Ft:	2,637,122	Depth:	
Frontage:			
HOA/Month:	Includes:		

**Location Information:**

Address:	320 Brumfield Road - Gallipolis, OH 45631	School District:	Gallia County LSD
County:	Gallia	Subdivision:	
Section:		Township:	Harrison
Taxes/Yr.:	\$334	Tax ID#:	01300115300
GPS:	N38° 41.448' W82° 16.781' -- Lat: 38.69080780, Lng: -82.27968560		
Directions:			

Comments/Remarks: JE Cremeens Real Estate Auction Tract 2

Public Descr.: Onsite Real Estate & Personal Property auction. Personal property will start at 6pm Real Estate will be offered for sale at 7PM. Location of Auction is located at 7863 State Route 218 Gallipolis, Ohio. There is 2 tracts being offered in the Real Estate Auction and this is tract 2 of 2. This property contains over 60 acres of mostly wooded land approx 9 acres of the 60 is pasture fields. There is two barns on the property. The deer population is very dense and there is come giant deer tracks found throughout the property. This would make an excellent homestead or recreation piece of property. the Property is partially fenced and recently had cattle grazing in the pastures. Some mature timber on the property. Located close to the Crown City Wildlife Area, Schools, and much more! Basic Terms of Auction: This auction is ordered by way of Gallia Co. Probate case#20171102. The auction is a Reserve auction, the Final bid is "subject to the executor acceptance of the final bid within 48 hours after the auction has concluded. Successful bidders shall deposit \$2500 non-refundable earnest money day of sale, closing within 30 days. Full terms and conditions on file at Listing Co

Utilities Services:

- Contact Utility Company

Features Property:

- Barn
- Timber
- Trees

Listed By: Joshua Bodimer - Wiseman Real Estate

If you have any questions or would like more information about this listing or any other listings in the MLS, please contact: Josh Bodimer
740-645-6665



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www.wisemanrealestate.com



Estate of J.E. Cremeens aka Judah E. Cremeens aka Dick Cremeens

Terms and Conditions of the Real Property Auction

- I. **Procedure:** Tracts will be offered in the following manner: Tract(1) shall be the Real Property described in Volume 329 Page 539 referenced in said deed as "Tract I, Tract II, & Tract III Parcel A Parcel B" Parcel #'s 013-001-006-00, 013-001-006-02, & 013-001-008-00. Tract(2) shall be the Real Property described in Volume 329 Page 539 referenced in said deed as "Tract IV" Parcel # 013-001-153-00. Auctioneer will offer the public the tracts 1 & 2 referenced above individually, or as a combination. All individual tracts, or combinations of these tracts, will sell subject to executor approval within 48 hours after the auction has concluded.
- II. **Bidding:** The successful bidder for each property shall execute an auction "Purchase & Sale Agreement" for each property immediately after being declared the successful bidder by Auctioneer. Copies of this agreement are available for review prior to the auction.
- III. **Down Payment:** Successful bidders shall deliver on **day of sale** to Wiseman Real Estate & Josh Bodimer Auctioneering Co. **\$2,500 USD** non-refundable as an escrow deposit via cash, cashier's check, or pre-approved personal check. Personal checks should be accompanied by a bank letter stating "_____ is a customer of this bank and we guarantee payment of checks written on account number _____ up to (specify amount) dollars for purchase at the auction being conducted by Wiseman Real Estate/ Josh Bodimer Auctioneering on (date)
- IV. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING** by cashier check or wire transfer whichever is required by Ohio Good Funds Law. If a successful bidder fails to close within the specified time, Seller shall have the right to terminate the Purchaser Agreement and retain the down payment as liquidated damages in addition to other legal remedies or at Seller's option, extend the closing past the designated closing date, however, a charge of 1.5% of the contract price will be charged to the Buyer per month until closing.
- V. **Possession:** Possession shall be immediately upon closing and verification of funds received by the seller.
- VI. **Condition:** The property and improvement are being sold "As Is" with no warranties guarantees, or provisions whatsoever to the condition of or fitness of said real estate and improvements.
- VII. **Closing:** Closing shall take place within 30 days after the purchase contract has been signed by the executor of the estate, or as soon thereafter as Seller's applicable closing documents are completed.
- VIII. **Maps:** ANY maps that are provided, printed, or contained in publications or web material is provided "as is" and for reference only.
- IX. **Real Estate Taxes & Conveyance Fees:** At closing, all real estate taxes shall be prorated as of the date of closing, and prorated on the most current data the Gallia County Treasurer has available at time of closing. Any delinquent taxes will be paid by the seller through the proceeds of the sale of the particular tract. Purchaser will be responsible for Gallia County Conveyance Fee.
- X. **Property Inspection:** Each potential bidder is responsible for conducting at their own risk, their own independent inspections, investigations, inquires, and due diligence concerning the property.
- XI. **Evidence of Title:** The Sellers agree to furnish bidders a preliminary Owner's title insurance commitment to review prior to Auction. The cost of the insurance, if the Purchaser elects to have the title commitment executed, will be responsibility of the Purchaser. Seller agrees to provide marketable title in fee simple free and clear of all liens and encumbrances excepting (a) those created or assumed by Buyer; (b) those specifically set forth in this Contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record which do not unreasonably interfere with present lawful use.
- XII. **Agency:** Wiseman Real Estate and Josh Bodimer Auctioneering Company and its representatives are Exclusive Agents of the Seller.
- XIII. **Disclaimer and Absence of Warranties:** All information contained in this brochure and all related materials are subject to the Terms and Conditions outlines in the Agreement to Purchase. **ANNOUNCEMENTS MADE BY THE AUCTIONEER AT THE AUCTION PODIUM DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.** The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller, the Auction Company or Real Estate Company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquires, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. All sketches, acreages and dimensions in this brochure and other information provided by the Auction Company are approximate. The Seller and Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, financial ability, etc. All decisions of the Auctioneers are final.
- XIV. Prospects may call to set up an appointment to view the property or conduct their own tours seller, realtor, auctioneer, broker, or any agents of the seller are not responsible for accidents.
- XV. **Seller: Estate of J.E. Cremeens aka Judah E. Cremeens Case #20171102 Executor Terry E. Cremeens**
- XVI. For Continual updates on this auction, please visit: www.wisemanrealestate.com



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

19.034 J. E. CREMEEN

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)


This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	19.034 J. E. CREMEEN

File No.: 19.034 J. E. CREMEEN

1. Effective Date: July 15, 2019 at 06:59 PM

2. Policy (or Policies) to be issued:

a. ☒ [X]

Proposed Insured:

TBD

b. ☐ []

Proposed Insured:

AMOUNT

TBD NOT TO EXCEED
\$300,000.00

3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
J.E. Cremeens, an unmarried man

5. The land referred to in this Commitment is described as follows:
See Schedule C attached hereto and made a part hereof.

Issuing Agent: Mark E. Sheets, Esq., dba ELM Title

Agent ID No.:

Address: 19 Locust St., P.O. Box 325

City, State, Zip: Gallipolis, OH 45631

Telephone: (740)446-1652

By: _____

Mark E. Sheets, Esq., dba ELM Title

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI


19.034 J. E. CREMEEN

File No.: 19.034 J. E. CREMEEN

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - a. Deed from J.E. Cremeens, an unmarried man to TBD

	First American Title™	Commitment for Title Insurance
Schedule BII		ISSUED BY First American Title Insurance Company 19.034 J. E. CREMEEN

File No.: 19.034 J. E. CREMEEN

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate boundary survey or inspection of the premises.
10. Rights of parties in actual possession of all or any part of the premises.
11. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

County Treasurer's General Tax Duplicate shows:

TRACT I: Parcel I.D. No.013-001-006-00 (1.86 acres) - Taxes for the year 2018 have been paid in the amount of \$4.27 per half. CAUV discount applies to this parcel. Taxes for the year 2019 constitute a lien against the real estate and are not yet due or payable.

TRACT II: Parcel I.D. No.013-001-006-02 (0.451 acre) - Taxes for the year 2018 have been paid in the amount of \$43.81 per half. Taxes for the year 2019 constitute a lien against the real estate and are not yet due or payable.

SCHEDULE B - SECTION II
(Continued)

File No.: 19.034 J. E. CREMEEN

Commitment No.: 19.034 J. E. CREMEEN

TRACT III: Parcel I.D. No.013-001-008-00 (29.803 acres) - Taxes for the year 2018 have been paid in the amount of \$609.52 per half. CAUV discount applies to this parcel. Taxes for the year 2019 constitute a lien against the real estate and are not yet due or payable.


12. Ownership or leasehold interests of any mineral rights underlying the subject real estate.
13. Inclusion or Exclusion of the subject property in the local flood plain, zoning and other governmental regulations, and restrictive covenants not of record.
14. Notwithstanding the reference to acreage or dimension(s) contained in the description of the Land contained in Schedule A, this policy does not insure nor guarantee the acreage or dimensions of said Land
15. No search of Federal Bankruptcy Records has been made and an exception in this regard will appear on any Policy to be issued by the Company.
16. TRACT I: a) Oil and Gas Lease from J.E. Cremeens, widower, to Epsilon Energy USA, Inc., dated June 14, 2006, received for record November 27, 2006 at 9:08a.m. and recorded in Volume 58, page 594, Deed Records of Gallia County, Ohio.
b) Easement from J.E. Cremeens to Buckeye Rural Electric Coop., Inc., dated February 14, 2005, received for record February 22, 2005 at 10:03a.m. and recorded in Volume 363, page 583, Deed Records of Gallia County, Ohio.
c) Easement from J.E. Cremeens to Gallia County Rural Water Association, dated June 23, 1983, received for record March 30, 1983 at 3:30p.m. and recorded in Volume 247, page 690, Deed Records of Gallia County, Ohio.
d) Easement from J.E. Cremeens and Melba Darlene Cremeens to Ohio Bell Telephone Co., dated March 27 1987, received for record April 20, 1987 at 10:32a.m. and recorded in Volume 267, page 37, Deed Records of Gallia County, Ohio.
17. TRACT II: a) Right of Way Easement from Raymond Myers and Shirley Myers to Gallia County Rural Water Assoc., Inc., dated January 31, 1973, received for record March 30, 1973 at 10:55a.m. and recorded in Volume 200, page 496, Deed Records of Gallia County, Ohio.
b) Easement from J.E. Cremeens to Gallia County Rural Water Association, dated June 23, 1983, received for record March 30, 1983 at 3:30p.m. and recorded in Volume 247, page 690, Deed Records of Gallia County, Ohio.
c) Easement from J.E. Cremeens and Melba Darlene Cremeens to Ohio Bell Telephone Co., dated March 27 1987, received for record April 20, 1987 at 10:32a.m. and recorded in Volume 267, page 37, Deed Records of Gallia County, Ohio.
d) Easement from J.E. Cremeens to Buckeye Rural Electric Coop., Inc., dated February 14, 2005, received for record February 22, 2005 at 10:03a.m. and recorded in Volume 363, page 583, Deed Records of Gallia County, Ohio.
18. TRACT III: a) Easement from J.E. Cremeens to Buckeye Rural Electric Coop., Inc., dated July 8, 2009, received for record September 24, 2009 at 10:10a.m. and recorded in Volume 382, page 949, Deed Records of Gallia County, Ohio.
b) Easement from J.E. Cremeens to Gallia County Rural Water Association, dated February 26, 1973, received for record March 30, 1973 at 10:55a.m. and recorded in Volume 200, page 446, Deed Records of Gallia County, Ohio.
c) Easement from J.E. Cremeens and Melba D. Cremeens, husband and wife, to Buckeye Rural Electric Coop., Inc., dated November 13, 1978, received for record November 15, 1978 at 9:05a.m. and recorded in Volume 229, page 468, Deed Records of Gallia County, Ohio.
d) Easement from J.E. Cremeens and Darlene Cremeens, husband and wife, to Buckeye Rural Electric Coop., Inc., dated March 19, 1980, received for record June 16, 1980 at 10:30a.m. and recorded in Volume 236, page 558, Deed Records of Gallia County, Ohio.

SCHEDULE B - SECTION II
(Continued)

File No.: 19.034 J. E. CREMEEN

Commitment No.: 19.034 J. E. CREMEEN

- e) Oil and Gas Lease from J.E. Cremeens, widower, to Epsilon Energy USA, Inc., dated June 14, 2006, received for record November 27, 2006 at 9:08a.m. and recorded in Volume 58, page 594, Deed Records of Gallia County, Ohio.
- f) Easement from J.E. Cremeens to Gallia County Rural Water Association, dated June 23, 1983, received for record March 30, 1983 at 3:30p.m. and recorded in Volume 247, page 690, Deed Records of Gallia County, Ohio.
- g) Easement from J.E. Cremeens and Melba Darlene Cremeens to Ohio Bell Telephone Co., dated March 27 1987, received for record April 20, 1987 at 10:32a.m. and recorded in Volume 267, page 37, Deed Records of Gallia County, Ohio.

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule C	19.034 J. E. CREMEEN

File No.: 19.034 J. E. CREMEEN

LEGAL DESCRIPTION

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

TRACT I: Situate in the Township of Harrison, County of Gallia, and State of Ohio: Situate in the Southwest Quarter of the Northwest Quarter of Section 7, and beginning at a point which is the center of the intersection of the Township Road, known as the Rock Lick Road, with State Highway No. 218; thence South with the center of State Highway No. 218, 241 feet to the North line of the Pinkerman (now or formerly) real estate; thence West 766 feet along the Pinkerman line; thence North 48 feet to the center of the Rock Lick Road; thence in a Northeasterly direction with the centerline of said road 340 feet; thence East with the center of said road 572 feet to the place of beginning, containing 3 acres, more or less. SUBJECT to all legal easements and leases.

EXCEPTING thereout and therefrom .64 of an acre conveyed to Earl J. Saunders, et al., by Deed of Record in Volume 194, Page 629; and FURTHER EXCEPTING (what was later referred to as ½ of an acre in Volume 266, Page 659) to Raymond E. Myers, et al., by Deed of Record in Volume 197, Page 733, Deed Records of Gallia County, Ohio.

For grantor's source of title, reference is made to Administrator's Deed of record in Volume 171, Page 72, Deed Records of Gallia County, Ohio.

Parcel ID# 013-001-006-00

TRACT II: Situate in the Township of Harrison, County of Gallia, and State of Ohio: Being in the Southeast Quarter of the Northwest Quarter of Section 7, and beginning for reference at a point where the centerline of the township road, known as Rock Lick Road, intersects the centerline of State Route No. 218; thence South with the center of said State Route No. 218, 73 feet and to the true place of beginning of the hereinafter described real estate; thence following the centerline of State Route 218, 168 feet to the South line of a 3 acre tract which is described in a Deed recorded in Volume 171, page 72; thence West on the South line of said 3 acre tract 235 feet to an iron pin; thence North 167 feet to a point on the South line of a 0.64 acre tract now or formerly owned by Earl J. Saunders and Naomi M. Saunders recorded in Volume 194, page 629; thence East on the South line of the Saunders' tract 145 feet to the place of beginning, containing one-half acre, more or less.

SUBJECT to all legal easements and leases.

For source of title, reference is made to Deed of Record in Volume 266, page 659, Deed Records of Gallia County, Ohio.

EXCEPTING thereout and therefrom .049 of an acre conveyed to the State of Ohio by Deed of Record in Volume 295, page 391, Deed Records of Gallia County, Ohio.

Parcel ID# 013-001-006-02

TRACT III: Parcel A: Situate in the Township of Harrison, County of Gallia, and State of Ohio: Being a part of the Northwest Quarter of Section No. 7, of Township 4, Range 15, OCP, and described as follows: Being a 42.60 acre tract surveyed by George House, Gallia County surveyor for Jackson T. Smith, November 14, 1944, and beginning at the point marked (A) of said survey, at the Southeast corner of the Northwest Quarter of said Section No. 7, from which point a sugar tree 16" in diameter bore South 8 deg West 25 links and a white walnut 4" in diameter bore South 66 deg West 15 links; thence West 22 chains and 69 links to a point marked (F) on said survey from which point a gum tree 8" in diameter bore North 77 deg East 27 links; and a birch tree 6" in diameter bore North 57 deg West 25 links; thence North 16 chains and 74 links to a point marked (E) on said survey; thence East 11 chains and 15 links to a point marked (D) on said survey to a stake on the side of the hill above the road; thence North 5 deg West 3 chains and 75 links to a point marked (c) on said survey to

SCHEDULE C - PROPERTY DESCRIPTION
(Continued)

File No.: 19.034 J. E. CREMEEN

Commitment No.: 19.034 J. E. CREMEEN

a stake in the center of the road; thence East 11 chains and 59 links to a point marked (B) on said survey to a beech tree 12" in diameter; thence South 20 chains and 54 links to the place of beginning, and containing 42.60 acres, more or less.

EXCEPTING from the above described tract, the following tract: Beginning at a post at the point marked (A) of the 42.60 acre tract described herein; thence West 1,000.00 feet to a stake on the West side of Big Bullskin Creek; thence up the West bank of said creek on the following courses: North 20 deg 15' East 167 feet; North 45 deg East 232 feet; North 58 deg 15' East 112.8 feet to a stake opposite the mouth of a branch from which the corner of the concrete footer of the North wall of the culvert under State Route 218 bears South 67 deg East 40.5 feet; and a 4" black walnut tree bears South 62 deg 15' West 50.7 feet; thence up said branch on following courses; South 70 deg East 237.2 feet; South 59 deg 45' East 185 feet; South 60 deg 30' East 186.5 feet; thence West 21.0 feet to the place of beginning, containing 5.05 acres, more or less, and leaving the amount conveyed by Tract III Parcel A herein described as being 37.55 acres, more or less.

Parcel B: Situate in the Township of Harrison, County of Gallia, and State of Ohio: Being a part of the Northwest Quarter of Section No. 7, of Township 4, Range 15, of the OCP, and described as follows: Beginning at an iron pin in the center of State Route No. 218, said point being West 729.9 feet from a beech tree 30" in diameter, at point (B) of George House's survey as described in Tract No. II, Parcel A; thence with the center of said State Route North 5 deg 45' West 303.5 feet to an iron pin; thence with the center of Teen's Run, Providence Road on the following courses: South 88 deg 15' East 91.4 feet; South 48 deg 45' East 414.3 feet; South 72 deg East 74.2 feet to an iron pin; thence West 445.8 feet to the place of beginning, and containing 1.83 acres, more or less.

EXCEPTING AND RESERVING therefrom the following described real estate situate in the Northwest Quarter of Section 7, Harrison Township, Gallia County, Ohio, bounded and described as follows: Beginning in the center of State Highway #218 at the junction of the Teens Run Road, in said section and township; thence in a Northwest direction along the centerline of State Highway No. 218 and the property line of the former grantor and Levi Barry, a distance of 528 feet; thence in an Easterly direction to the center of a bridge which lies immediately South of G.C. Saunders Store in said section and township; thence in a Northerly direction following the centerline of State Highway No. 218, a distance of 162 feet to a point; thence in an Easterly direction 583 feet to Albert Dennison's West property line; thence South following the West property line of said Albert Dennison a distance of 234 feet to the center of Teens Run Road; thence following the centerline of said road in a Westerly direction, a distance of 898 feet and to the place of beginning, containing 8 acres, more or less.

FURTHER EXCEPTING thereout and therefrom 0.3953 acres conveyed to Buckeye Rural Electric Cooperative, Inc., by Deed of Record in Volume 226, Page 491; 0.598 acres conveyed to F.J. Cremeens, Jr., et al., by Deed of Record in Volume 255, Page 259; 0.588 acres conveyed to State of Ohio, by Deed of Record in Volume 295, Page 387; all contained in Deed Records of Gallia County, Ohio.

SUBJECT to all legal easements and leases.

For grantor's source of title, reference is made to Deed of Record in Volume 148, Page 235, Deed Records of Gallia County, Ohio.

Parcel ID# 013-001-008-00

Tract III is being carried by the Gallia County Auditor's Office as containing 29.803 acres and is subject to a more accurate description by survey.



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

19.035 J.E. CREMEENS

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)


This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	19.035 J.E. CREMEENS

File No.: 19.035 J.E. CREMEENS

1. Effective Date: July 15, 2019 at 06:59 AM

2. Policy (or Policies) to be issued:

AMOUNT

TBD Not To Exceed
\$200,000.00

a. ☒ [X]

Proposed Insured:

TBD

b. ☐ []

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
J.E. Cremeens, an unmarried man

5. The land referred to in this Commitment is described as follows:
See Schedule C attached hereto and made a part hereof.

Issuing Agent: Mark E. Sheets, Esq., dba ELM Title

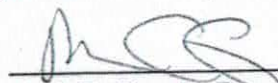
Agent ID No.:

Address: 19 Locust St., P.O. Box 325

City, State, Zip: Gallipolis, OH 45631

Telephone: (740)446-1652


By:



Mark E. Sheets, Esq., dba ELM Title

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.


	First American Title™	Commitment for Title Insurance
Schedule BI		ISSUED BY First American Title Insurance Company 19.035 J.E. CREMEENS

File No.: 19.035 J.E. CREMEENS

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
 - a. Deed from J.E. Cremeens, an unmarried man to TBD

 First American Title™	Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BII	19.035 J.E. CREMEENS

File No.: 19.035 J.E. CREMEENS

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate boundary survey or inspection of the premises.
10. Rights of parties in actual possession of all or any part of the premises.
11. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

County Treasurer's General Tax Duplicate shows: Parcel I.D. No.013-001-153-00 (60.54 acres) - Taxes for the year 2018 have been paid in the amount of \$167.09 per half. CAUV discount applies to this parcel. Taxes for the year 2019 constitute a lien against the real estate and are not yet due or payable.


12. Ownership or leasehold interests of any mineral rights underlying the subject real estate.

SCHEDULE B - SECTION II
(Continued)

File No.: 19.035 J.E. CREMEENS

Commitment No.: 19.035 J.E. CREMEENS

13. Inclusion or Exclusion of the subject property in the local flood plain, zoning and other governmental regulations, and restrictive covenants not of record.
14. Notwithstanding the reference to acreage or dimension(s) contained in the description of the Land contained in Schedule A, this policy does not insure nor guarantee the acreage or dimensions of said Land
15. No search of Federal Bankruptcy Records has been made and an exception in this regard will appear on any Policy to be issued by the Company.
16. Oil and Gas Lease from J.E. Cremeens, widower, to Epsilon Energy USA, Inc., dated June 14, 2006, received for record November 27, 2006 at 9:08a.m. and recorded in Volume 58, page 594, Deed Records of Gallia County, Ohio.
17. Easement from J.E. Cremeens to Gallia County Rural Water Association, dated June 23, 1983, received for record March 30, 1983 at 3:30p.m. and recorded in Volume 247, page 690, Deed Records of Gallia County, Ohio.
18. Easement from J.E. Cremeens and Melba Darlene Cremeens to Ohio Bell Telephone Co., dated March 27 1987, received for record April 20, 1987 at 10:32a.m. and recorded in Volume 267, page 37, Deed Records of Gallia County, Ohio.

 First American Title™	Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule C	19.035 J.E. CREMEENS

File No.: 19.035 J.E. CREMEENS

LEGAL DESCRIPTION

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

Situate in the Township of Harrison, County of Gallia, and State of Ohio: Beginning at the original Northeast corner of Fraction 13, Township No. 4, of Range No. 15 of the OCP; thence West 22 chains; thence South 32 chains to the South line of said fraction; thence East 22 chains to the Southeast corner of said fraction; thence North 32 chains to the place of beginning, containing 70 and 4/10 acres, more or less.

SUBJECT to an oil and gas lease, as assigned to the Ohio Fuel Gas Company in Volume 29, Page 595, of the Lease Records of Gallia County, Ohio.

EXCEPTING thereout and therefrom 9.5 acres conveyed to Vance E. Brumfield, et al., by Deed of Record in Volume 202, Page 775, Deed Records of Gallia County, Ohio.

SUBJECT to all legal easements and leases.

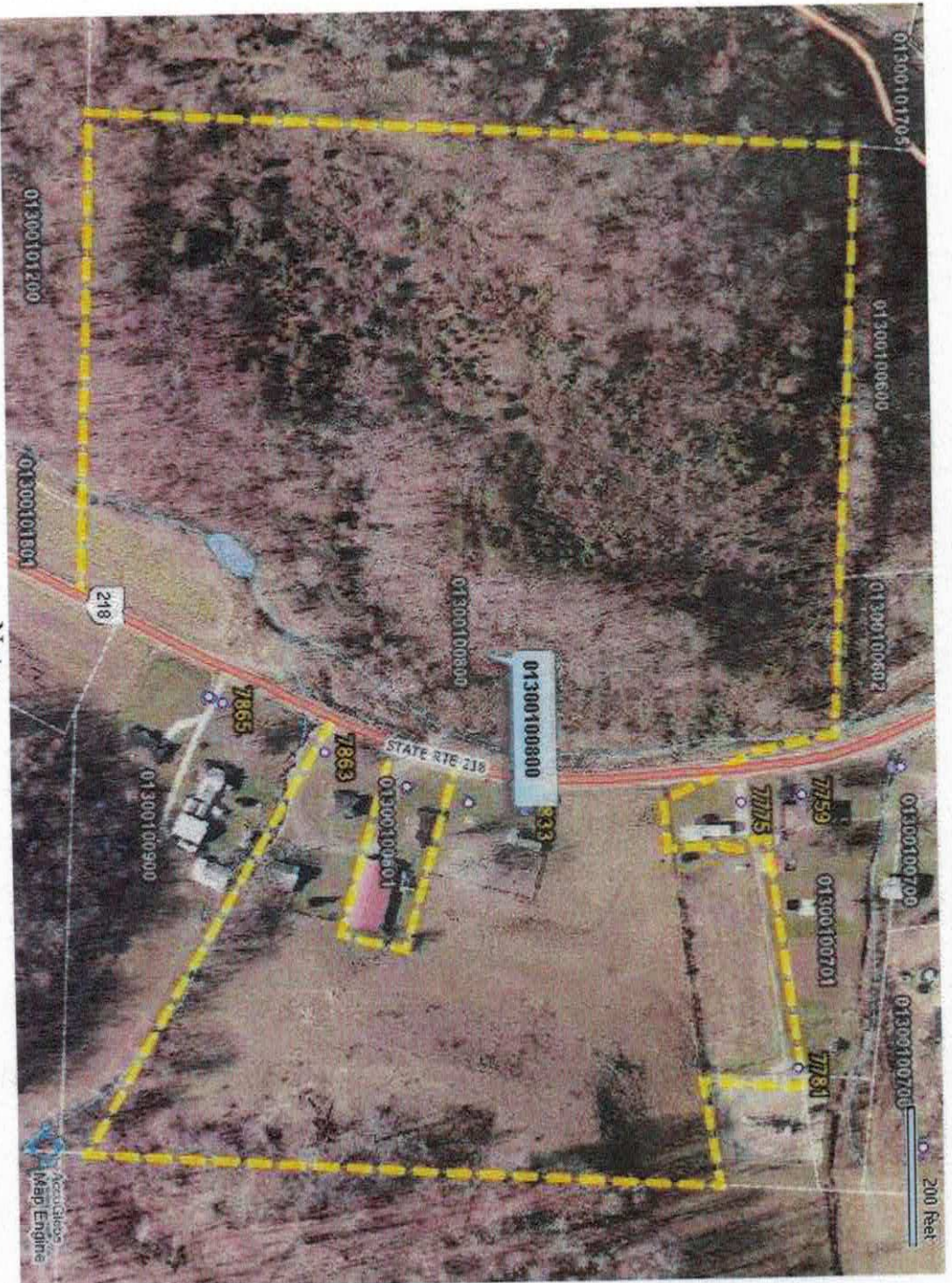
For grantor's source of title, reference is made to Administratrix's Deed of Record in Volume 197, Page 125, Deed Records of Gallia County, Ohio.

Parcel ID# 013-001-153-00

Tract III is being carried by the Gallia County Auditor as containing 60.54 acres and is subject to a more accurate description by survey.

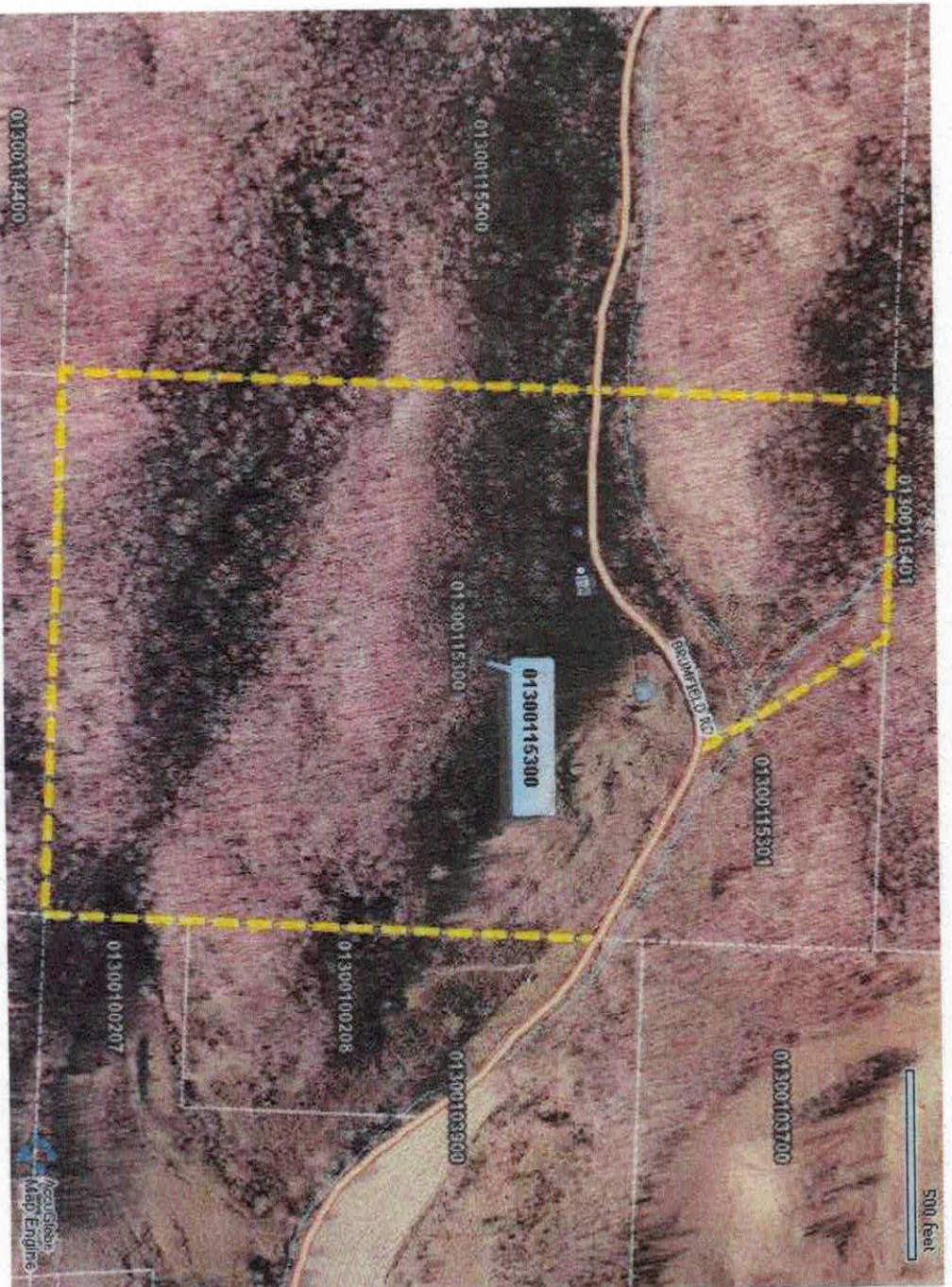
The above described real estate being part of the real estate described as Tract IV conveyed to J.E. Cremeens by Deed of record at Volume 329, page 539, Deed Records of Gallia County, Ohio.

Gallia County GIS



Notes

Gallia County GIS



Notes