

**IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
CIVIL DIVISION**

FRANKLIN COUNTY TREASURER,
Cheryl Brooks Sullivan,
Plaintiff,

Case No.

v.

Judge

FG Siding Instalation, LLC, et al.,
Defendant(s).

NOTICE

The Plaintiff, Cheryl Brooks Sullivan, duly elected Treasurer of Franklin County, Ohio, hereby gives notice to the Court that a Title Commitment has been filed with the Clerk of Courts in this case.

Respectfully submitted,

**SHAYLA D. FAVOR
PROSECUTING ATTORNEY,
FRANKLIN COUNTY, OHIO.**



Brandon Coy Hendrix (0099111)
Assistant Prosecuting Attorney
Attorney for Plaintiff
373 S. High Street, 15th Floor
Columbus, OH 43215
Phone: (614) 525-3500
Fax: (614) 525-2530
bhendrix@franklincountyohio.gov



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE 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, Old Republic National Title Insurance Company, a(n) Florida 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 Amount of Insurance 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. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
 - 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
 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. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
 10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
 11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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American Land Title Association

Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)

OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY

1408 North Westshore Blvd, Suite 900, Tampa, FL
33607

C. Monroe

By: _____
President

David Wald

By: _____
Secretary

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

Issuing Agent: Columbus Title Agency of Westerville, Inc. - Westerville
 Issuing Office: 522 North State Street
 Westerville, OH 43082
 Issuing Office's ALTA® Registry ID: 1037841
 Loan ID Number:
 Commitment Number: 12521W04-TS
 Issuing Office File Number: 12521W04-TS
 Property Address: 2060 Brentnell Avenue, Columbus, OH 43229
 Revision Number: 1

SCHEDULE A

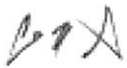
1. Commitment Date: June 5, 2025 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Homeowner's Policy

Proposed Insured:	Purchaser at Judicial Sale
Proposed Amount of Insurance:	\$
The estate or interest to be insured:	fee simple
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
FG Siding Installation LLC by deed from Grantor dated 10/14/2022 and recorded with Franklin County Recorder on 10/27/2022 as Instrument #202210270149855.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

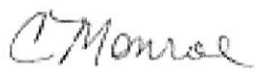
**COLUMBUS TITLE AGENCY OF WESTERVILLE,
 INC. - WESTERVILLE**
 522 North State Street, Westerville, OH 43082
 Telephone: (614) 890-3888

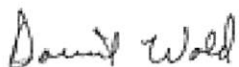
**OLD REPUBLIC NATIONAL TITLE INSURANCE
 COMPANY**
 1408 North Westshore Blvd, Suite 900, Tampa, FL
 33607

Countersigned by:



Charles Griffith, License #609927
 Columbus Title Agency of Westerville, Inc. -
 Westerville, License #38552


 By: _____
 President


 By: _____
 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.

Duly authorized and executed Sheriff's Deed from the Sheriff of Franklin County, Ohio to Purchaser at Judicial Sale, to be executed and recorded at closing.

5. Parcel No. 010-166698-00
2024 Taxes in the amount of \$4,322.70
Prior delinquency in the amount of \$6,276.12.
Penalty in the amount of \$1,188.94.
Interest in the amount of \$406.85
Total Due \$12,194.61
2025 taxes, amount undetermined, not yet due and payable.
Assessed values: Land \$17,290 Building \$40,950 Total \$58,240.
6. GENERAL INFORMATION
PARCEL NUMBER: 010-166698-00
ADDRESS: 2060 Brentnell Avenue, Columbus, OH 43229
Prior Instrument Reference: 202210270149855

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SCHEDULE B, PART II – Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. 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 theretofore 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 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. Real estate taxes or special assessments for the second half year 2024 and tax year 2025, that are not yet due or payable.
8. Parcel No. 010-166698-00
2024 Taxes in the amount of \$4,322.70
Prior delinquency in the amount of \$6,276.12.
Penalty in the amount of \$1,188.94.
Interest in the amount of \$406.85
Total Due \$12,194.61
2025 taxes, amount undetermined, not yet due and payable.
Assessed values: Land \$17,290 Building \$40,950 Total \$58,240.
9. Commercial Open-End Mortgage by FG Siding Instalation LLC, an Ohio Limited Liability Company to First Financial Bank dated October 20, 2022 in the original principal amount of \$250,000.00 and recorded on October 27, 2022 as Instrument #202210270149856 in the official records of Franklin County Recording Office.
10. Any rights, easements, interests claims that may exist by reason of, or be reflected on a survey.

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11. Restrictions of record in the office of the Franklin County Recorder.
 12. Easements of record in the office of the Franklin County Recorder.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Franklin, State of Ohio and is described as follows:

Parcel No. 1:

Being the same land described by Deed dated May 28, 1962 from Grace Ferroni, Widow, as Grantor to Humble Oil & Refining Company, a Delaware Corporation, and recorded May 31, 1962 in the Recorder's Office of Franklin County, Ohio in Volume 2401, Page 444, Humble Oil & Refining Company a Delaware Corporation was merged into Exxon Corporation, a New Jersey Corporation, effective January 1, 1973.

SITUATED in the County of Franklin, in the State of Ohio and in the City of Columbus (formerly Mifflin Township):

Being a parcel of ground out of an original 1.267 acre tract, Mifflin Township, Franklin County, Ohio as recorded in Volume 2129, Page 304, of the Franklin County Records and said parcel being more particularly described as follows:

Beginning at an iron pin marking the Southeast corner of the parcel to be conveyed and the original 1.267 acre tract and said iron pin also marking the Northeast corner of Lot #38 of Amvet Homestead #2 as recorded in Plat Book 21, Page 51;

Thence North 2 degrees 25' 10" East 110.38 feet, in the East line of the said 1.267 acre tract, to an iron pin;

Thence North 87 degrees 44' 20" West 150.00 feet, with the South line of a 0.62 acre tract now owned by The Humble Oil Company, to an iron pin;

Thence South 2 degrees 25' 10" West 110.38 feet, with the East right of way line of Brentnell Avenue, to an iron pin;

Thence South 87 degrees 44' 20" East 150.00 feet, with the North line of said Lot #38, to the PLACE OF BEGINNING, containing 0.380 acres ore or less.

Property Address: 2060 Brentnell Avenue, Columbus, OH 43229

Parcel No.: 010-166698-00

Prior Instrument Reference: 202210270149855

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