



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

D-12-38235

First American Title Insurance Company, a California 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 and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

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

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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/>>.



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Schedule A

D-12-38235

File No.: D-12-38235

1. Effective Date: April 29, 2012 at 07:59 AM
2. Policy (or Policies) to be issued: Policy Amount
 - (a) Proposed Insured:
 - (b) \$ 337,639.14
Proposed Insured:
"Purchaser at Court Ordered Sale"
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:
Folchi & Folchi, LLC

TITLE ACQUIRED BY DEED DATED FEBRUARY 22, 2006, FILED FOR RECORD FEBRUARY 23, 2006
IN DEED BOOK 10174, PAGE 1706 OF THE RECORDS OF HAMILTON COUNTY, OHIO.
5. The land referred to in this Commitment is described as follows:
See Schedule C attached hereto and made a part hereof.

Issuing Agent: Mid America Land Title Agency, Inc., dba M&M Title
 Agent ID No.:
 Address: 7925 Paragon Road
 City, State, Zip: Dayton, OH 45459
 Telephone: (937)434-7366

(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	D-12-38235

REQUIREMENTS

File No.: D-12-38235

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. Mortgage from Folchi & Folchi, LLC to , securing the principal amount of \$337,639.14
3. Properly executed and recorded release, or subordination, of Mortgage to Fifth Third Bank, dated February 22, 2006, filed for record February 23, 2006, in Mortgage Book 10174, Page 1078 of the records of Hamilton County, Ohio in the original amount of \$405,000.00.
4. Properly executed and recorded release, or subordination, of Mortgage to Fifth Third Bank, dated July 17, 2006, filed for record November 3, 2006, in Mortgage Book 10392, Page 1436 of the records of Hamilton County, Ohio in the original amount of \$27,000.00.
5. Payment of delinquent taxes in the amount of \$4,843.28, plus any additional interest and/or penalties, which are a lien, now past due and payable.
6. Any and all other documents and information necessary to complete this transaction, including a Mechanic's Lien Affidavit and Satisfaction of Liens shown herein.

 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII	D-12-38235

EXCEPTIONS

File No.: D-12-38235

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 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 instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Mortgage to Fifth Third Bank, dated February 22, 2006, filed for record February 23, 2006, in Mortgage Book 10174, Page 1078 of the records of Hamilton County, Ohio in the original amount of \$405,000.00.
9. Mortgage to Fifth Third Bank, dated July 17, 2006, filed for record November 3, 2006, in Mortgage Book 10392, Page 1436 of the records of Hamilton County, Ohio in the original amount of \$27,000.00.
10. Subject to driveway easements as shown in title Deed Book 10174, Page 1706 of the records of Hamilton County, Ohio.
11. Taxes and assessments for the second half 2011, which are a lien, not yet due and payable, and subsequent years.

Parcel Number : 117-0011-0082

Taxes:

December, 2011 \$ 4,843.28 not paid, plus penalty
June , 2012 \$ 4,843.28 not paid

Assessments: 1st half: \$ 26.52 Urban Forestry City
2nd half: NONE

Land: \$ 43,900.00

SCHEDULE B - SECTION II

(Continued)


File No.: D-12-38235

Commitment No.: D-12-38235

Building: \$ 70,440.00

Total: \$114,340.00

12. Plat easements, restrictions and building set back lines are filed as follows: 8' sewer easement diagonally North to South line.
13. Taxes and assessments for the year 2011, which are a lien, not yet due and payable, and subsequent years.
14. Any easements or servitudes appearing in the Public Records.
15. Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
16. This Commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its title insurance agent shall arise under and be governed by paragraph 3 of the Conditions.
17. All restrictive covenants in the public records affecting the above described property but this Policy insures that a violation of any restrictive covenants will not cause a reversion or forfeiture of title.
18. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

 First American Title	Commitment for Title Insurance
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Schedule C	D-12-38235

File No.: D-12-38235

SITUATED IN SECTION 31, TOWN 4, ENTIRE RANGE 1, SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO BEING PART OF LOT 6 IN REINHOLD INDUSTRIAL SUBDIVISION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID CORNER BEING IN THE EASTERLY LINE OF READING ROAD, THENCE NORTHWARDLY ALONG A CURVE TO THE RIGHT A DISTANCE OF 38.14 FEET, SAID CURVE HAVING A RADIUS OF 960 FEET AND SUBTENDING A CHORD OF 38.13 FEET BEARING NORTH 23 DEGREES 08' 47" EAST TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTHWARDLY ALONG SAID CURVE 143.00 FEET, CHORD BEARS NORTH 28 DEGREES 33' 07" EAST, 142.87 FEET; THENCE SOUTH 53 DEGREES 39' 30" EAST, 173.85 FEET; THENCE SOUTH 61 DEGREES 42' 52" EAST, 45.27 FEET; THENCE SOUTH 28 DEGREES 17' 08" WEST, 99.50 FEET; THENCE NORTH 61 DEGREES 42' 52" WEST, 45.27 FEET; THENCE NORTH 67 DEGREES 59' 30" WEST 173.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 20 FOOT WIDE DRIVEWAY EASEMENT DESCRIBED AS FOLLOWS:

SITUATED IN SECTION 31, TOWN 4, ENTIRE RANGE 1, SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO BEING PART OF LOT 6 IN REINHOLD INDUSTRIAL SUBDIVISION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST OF SAID LOT 6, SAID CORNER BEING IN THE EASTERLY LINE OF READING ROAD; THENCE NORTHWARDLY ALONG A CURVE TO THE RIGHT A DISTANCE OF 38.14 FEET, SAID CURVE HAVING A RADIUS OF 960 FEET AND SUBTENDING A CHORD OF 38.13 FEET BEARING NORTH 23 DEGREES 08' 47" EAST; THENCE SOUTH 67 DEGREES 59' 30" EAST, 173.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 28 DEGREES 17' 08" EAST 99.50 FEET; THENCE SOUTH 61 DEGREES 42' 52" EAST, 20.12 FEET; THENCE SOUTH 26 DEGREES 17' 08" WEST, 99.50 FEET; THENCE NORTH 61 DEGREES 42' 52" WEST, 20.12 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT WIDE EASEMENT FOR DRIVEWAY PURPOSES DESCRIBED AS FOLLOWS:

SITUATED IN SECTION 31, TOWN 4, ENTIRE RANGE 1, SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO BEING PART OF LOT 7 IN REINHOLD INDUSTRIAL SUBDIVISION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID CORNER BEING IN THE EASTERLY LINE OF READING ROAD; THENCE NORTHWARDLY ALONG A CURVE TO THE RIGHT A DISTANCE OF 38.14 FET, SAID CURVE HAVING A RADIUS OF 960 FEET AND SUBTENDING A CHORD OF 38.13 FEET BEARING NORTH 23 DEGREES 08' 47" EAST; THENCE CONTINUING NORTHWARDLY ALONG SAID CURVE 143.00 FEET, CHORD BEARS NORTH 28 DEGREES 33' 07" EAST, 142.87 FEET; THENCE SOUTH 53 DEGREES 39' 30" EAST, 173.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 28 DEGREES 17' 08" EAST, 82.82 FEET; THENCE SOUTH 53 DEGREES 39' 30" EAST 20.20 FEET; THENCE SOUTH 28 DEGREES 17' 08" WEST 79.99 FEET; THENCE 61 DEGREES 42' 52" WEST 20.12 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH A 20 FOOT WIDE EASEMENT FOR DRIVEWAY PURPOSES TO SUMMIT AVENUE, DESCRIBED AS FOLLOWS:

SITUATED IN SECTION 31, TOWN 4, ENTIRE RANGE 1, SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO BEING PART OF LOT 7 IN REINHOLD INDUSTRIAL SUBDIVISION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A POINT IN THE NORTHERLY LINE OF SUMMIT AVENUE, NORTH 66 DEGREES 24' 05" WEST, 125.44 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 66 DEGREES 24' 06" WEST, 20.01 FEET ALONG THE NORTHERLY LINE OF SUMMIT AVENUE; THENCE NORTH 22 DEGREES 1/2' EAST 186.52 FEET; THENCE SOUTH 61 DEGREES 42' 52" EAST, 20.12 FEET; THENCE SOUTH 22 DEGREES 1/2' WEST 184.87 FEET TO THE POINT OF BEGINNING.

PARCEL # 117-0011-0082-00
Form 5011639-C (8/1/09)

ALTA Commitment (6-17-06)
Ohio - Schedule C
(D-12-38235.PFD/D-12-38235/8)

SCHEDULE C - PROPERTY DESCRIPTION
(Continued)

File No.: D-12-38235

Commitment No.: D-12-38235

ADDRESS: 7750 READING ROAD, CINCINNATI, OHIO 45237