

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



STEWART TITLE GUARANTY COMPANY, a Texas 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 six months 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, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by

Authorized Signature



Mid America Land Title Agency, Inc.
Company 7925 Paragon Rd.
Dayton, Ohio 45459

City, State

Senior Chairman of the Board
Chairman of the Board
President

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Order/File No.: D-11-37454

Commitment No.: D-11-37454

1. Effective Date: January 10, 2011 at 07:59 AM

2. Policy or Policies To Be Issued: Amount of Insurance

(a) A.L.T.A. Owner's
Proposed Insured:

(b) A.L.T.A. Loan (ALTA Loan Policy (06/17/2006)) \$ 37,804.82

Proposed Insured:

Fifth Third Bank, its successors and/or assigns as their respective interests may appear.

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

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:
Beau Monde, LLC

Title acquired by Deed dated September 3, 2002, filed for record September 4, 2002 as Deed Instrument 02-107435 of the records of Montgomery County, Ohio.

5. The land referred to in the Commitment is described as follows:
SEE "EXHIBIT A" ATTACHED HERETO

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part I

Order/File No.: D-11-37454

Commitment No.: D-11-37454

The following requirements must be met:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable including the following:
() Record instrument conveying or encumbering the estate or interest to be insured, briefly described:
5. Properly executed and recorded release, or subordination, of Mortgage to FIFTH THIRD BANK, dated SEPTEMBER 16, 2003, filed for record DECEMBER 1, 2003, in Mortgage INSTRUMENT 03-178933 of the records of Montgomery County, Ohio in the original amount of \$57,000.00. Assignment of Rents and Leases filed December 1, 2003 as Instrument Number 03-178934 of the records of said County.
6. Properly executed and recorded release, or subordination, of Mortgage to FIFTH THIRD BANK, dated DECEMBER 11, 2003, filed for record JANUARY 21, 2004, in Mortgage INSTRUMENT 04-007540 of the records of Montgomery County, Ohio in the original amount of \$13,265.00. Assignment of Rents and Leases filed JANUARY 21, 2004 as Instrument Number 04-007541 of the records of said County.
7. Properly executed and release of Memorandum of Lease by and between The Lamar Companies, Less and William J. Sebreed filed August 6, 1999 in Mortgage Microfiche 99-4010-B06 of thre records of Montgomery County, Ohio.
8. Payment of taxes for the First half year 2010 in the amount of \$ 1,232.46, which is a lien, now due and payable.
9. Any and all other documents and information necessary to complete this transaction, including a Mechanic's Lien Affidavit and Satisfaction of Liens shown herein.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part II

Order/File No.: D-11-37454

Commitment No.: D-11-37454

Schedule B of the policy or policies to be insured 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 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. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished.)
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights or claims of parties in possession, and not of record in the public records; liens for labor, services or material or claims to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or riparian rights, if any.
8. 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.
9. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
10. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
11. Rights of parties in possession of all or any part of the premises.
12. Special assessments and taxes, if any, and taxes not yet due and payable.
13. Taxes and assessments for the year 2010, 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.

SCHEDULE B

Part II
(Continued)

Order/File No.: D-11-37454

Commitment No.: D-11-37454

18. Taxes and assessments for the second half 2010, which are a lien, not yet due and payable, and subsequent years.

Parcel Number : I394-015-06-0007

Taxes:

December, 2010 \$ 1,232.46 unpaid

June, 2011 \$ 1,089.71 unpaid

Assessments: First Half - \$10.75 - Incin, \$141.75 - trash collection, \$1.00 - MCD/AP
Second Half - \$10.75 - Incin

Land: \$ 12,050.00

Building: \$ 23,400.00

Total: \$ 35,450.00

19. Mortgage to FIFTH THIRD BANK, dated SEPTEMBER 16, 2003, filed for record DECEMBER 1, 2003, in Mortgage INSTRUMENT 03-178933 of the records of Montgomery County, Ohio in the original amount of \$57,000.00. Assignment of Rents and Leases filed December 1, 2003 as Instrument Number 03-178934 of the records of said County.
20. Mortgage to FIFTH THIRD BANK, dated DECEMBER 11, 2003, filed for record JANUARY 21, 2004, in Mortgage INSTRUMENT 04-007540 of the records of Montgomery County, Ohio in the original amount of \$13,265.00. Assignment of Rents and Leases filed JANUARY 21, 2004 as Instrument Number 04-007541 of the records of said County.
21. Memorandum of Lease by and between The Lamar Companies, Less and William J. Sebreed filed August 6, 1999 in Mortgage Microfiche 99-4010-B06 of three records of Montgomery County, Ohio.

"EXHIBIT A"

PROPERTY DESCRIPTION

Commitment No.: D-11-37454

Order/File No.: D-11-37454

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

EXHIBIT "A"

DESCRIPTION OF 1.296 ACRES
PREPARED FOR LORA SEBALD
AUGUST 13, 1996

Situate in Section 15, Town 2, Range 7 M.Rs., in the City of Riverside (formerly Mad River Township), Montgomery County, Ohio, being part of the 3.349 acre tract conveyed to Elizabeth E. Short by deed recorded in Deed Book 1973, Page 574 of the Deed Records of Montgomery County, Ohio and being a tract of land more particularly described as follows:

Starting for reference at the intersection of the centerline of Linden Avenue and Tulip Lane, said intersection being centerline station 7+73.55 of Linden Avenue and 20+00 of Tulip Lane as shown on the Ohio Department of Transportation Right-of-Way Plan for U.S. Route 35 (Limited Access);

thence from said Starting Point N 67°41'40" W with the centerline of Linden Avenue a distance of 50.31 feet to a point being the southward extension of the west line of said Short tract;

thence N 02°24'04" E with said westward extension and the west line of Short tract a distance of 42.34 feet to the intersection of said line and the north right-of-way line of Linden Avenue, said point being 40.00 feet left of centerline station 7+08.75 of Linden Avenue, and the True Point of Beginning for the herein described tract;

thence from said True Point of Beginning N 02°24'04" E with the east line of the land conveyed to Wilson and Wilson a distance of 283.78 feet to the intersection of said line and the south limited access right-of-way line of U.S. Route 35;

thence S 49°35'36" E with the south limited access right-of-way line of U.S. Route 35 a distance of 157.91 feet to an angle point;

thence S 38°59'38" E continuing with said limited access right-of-way line and the south line of Ramp "A" of said Route 35 a distance of 132.12 feet to an angle point in said line;

thence S 32°41'43" E continuing with said south line a distance of 70.05 feet to an angle point in said limited access right-of-way line;

thence S 17°59'21" E continuing with said south line a distance of 50.13 feet to an angle point in said limited access right-of-way line;

thence S 66°13'17" W with a west line of said limited access right-of-way line of said Ramp "A" a distance of 63.20 feet to the north right-of-way line of Linden Avenue;

thence N 67°41'40" W with the north right-of-way line of Linden Avenue (parallel with and 40.00 feet north of the centerline of said road) a distance of 241.23 feet to the True Point of Beginning, containing 1.296 acres of land, subject to all legal conditions, easements and rights-of-way of record. This description prepared by McDougall Associates based on a survey made by same in August 1996. All iron pins set are 30" x 5/8" capped "McDougall Assoc". Bearings are based on the right-of-way of Linden Avenue from O.D.O.T. Right-of-way Plans.

Kirk P. Diehl, P.S. #7032