

Tax year 2022 BOR no. 2022-272
 County Clark Date received 4/4/23

DTE 1
 Rev. 12/22

Complaint Against the Valuation of Real Property

Answer all questions and type or print all information. Read instructions on back before completing form.
 Attach additional pages if necessary.

This form is for full market value complaints only. All other complaints should use DTE Form 2

Original complaint Counter complaint

Notices will be sent only to those named below.

	Name	Street address, City, State, ZIP code	
1. Owner of property	Donald & Tammy McFadden	7888 Sunrise Dr Springfield Ohio 45502	
2. Complainant if not owner			
3. Complainant's agent			
4. Telephone number and email address of contact person 937-414-9159 dtabca@gmail.com			
5. Complainant's relationship to property, if not owner			
If more than one parcel is included, see "Multiple Parcels" instruction.			
6. Parcel numbers from tax bill		Address of property	
2500100008400022		7888 Sunrise Dr Springfield Ohio 45502	
7. Principal use of property Primary Residence			
8. The increase or decrease in market value sought. Counter-complaints supporting auditor's value may have -0- in Column C.			
Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value
2500100008400022	\$230,000.00	\$438,140.00	\$208140
9. The requested change in value is justified for the following reasons: The home was purchased 12/29/2020 for \$230,000, there is no way it has doubled in value in 2 years, the property is in very rough condition. the pool room has been unusable for 10 years. The property has been overvalued for tax reasons without accurate knowledge of true condition.			

10. Was property sold within the last three years? Yes No Unknown If yes, show date of sale 12/29/2020
 and sale price \$ 230,000 ; and attach information explained in "Instructions for Line 10" on back.

11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.

12. If any improvements were completed in the last three years, show date _____ and total cost \$ _____.

13. Do you intend to present the testimony or report of a professional appraiser? Yes No Unknown

FILED
CLARK COUNTY AUDITOR

APR - 4 2023 *postmarked 3/31/23*

JOHN S. FEDERER
AUDITOR

14. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet. See R.C. section 5715.19(A)(2) for a complete explanation.

- The property was sold in an arm's length transaction.
- The property lost value due to a casualty.
- A substantial improvement was added to the property.
- Occupancy change of at least 15% had a substantial economic impact on my property.

15. If the complainant is a legislative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 5715.19(A)(8) requires this section to be completed.

- The complainant has complied with the requirements of R.C. section 5715.19(A)(6)(b) and (7) and provided notice prior to the adoption of the resolution required by division (A)(6)(b) of that section as required by division (A)(7) of that section.

I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date 3/31/2023 Complainant or agent (printed) Donald McFadden Title (if agent) _____

Complainant or agent (signature) 

Sworn to and signed in my presence, this 31 (Date) day of March (Month) 2023 (Year)

Notary 

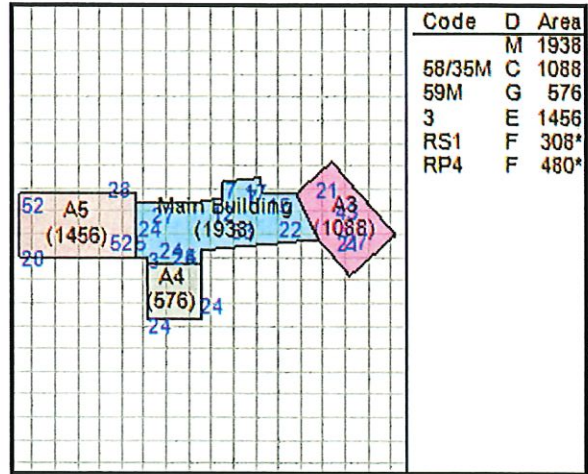
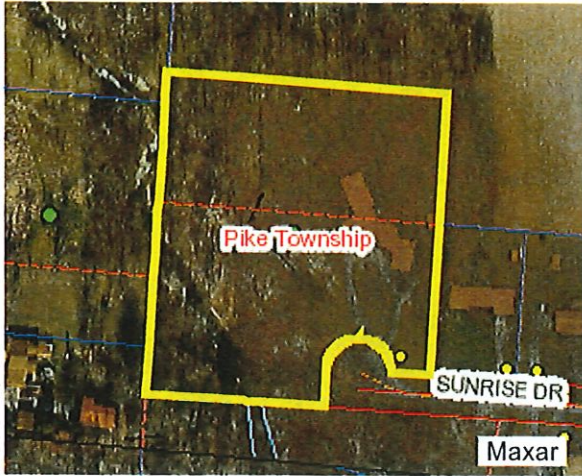


ERICA GREER
Notary Public, State of Ohio
My Comm. Expires 08-14-2027



Clark County GIS -
 John S. Federer
 (937) 521-1860 -
 gis@clarkcountyohio.gov

Report generated: Friday, March 31, 2023
 Parcel Report



Code	D	Area
M		1938
58/35M	C	1088
59M	G	576
3	E	1456
RS1	F	308*
RP4	F	480*

Base Data

Parcel Number: 2500100008400022
 Owner Name: MC FADDEN DONALD R & TAMMY N
 Property Address: 7888 SUNRISE DR, SPRINGFIELD 45502
 Percent Owned %: 100

Geographic

City: UNINCORPORATED
 Township: PIKE TOWNSHIP
 School District: NORTHWESTERN LSD

Mailing Address

Mailing Name: DONALD R & TAMMY N MC FADDEN
 Mailing Address: 7888 SUNRISE DR
 City State Zip: SPRINGFIELD OH 45502

Legal

Neighborhood: 250R0000 Legal Acres: 0.00
 Legal Description: HAMPTON WOODS SECTION 3 & PT S E QR
 4; Map Number: KSE5-G2
 Class: R

Valuation

	Appraised	Assessed (35%)
Land Value:	\$67,960.00	\$23,790.00
Building Value:	\$370,180.00	\$129,560.00
Total Value:	\$438,140.00	\$153,350.00
CAUV Value:	\$0.00	
Taxable Value:	\$153,350.00	

Tax Credits

Homestead Exemption: Yes
 2.5% Reduction: Yes

Land

Description	Effective Lot Size	Act. Frontage	Acres	Sq. Foot	Value
REGULAR LOT	285 * 220		1.439	62,700	51,870
REGULAR LOT	87 * 277	272.1	0.553	24,099	16,090

Land Totals

Effective Total Acres 1.993
 Effective Total Square Footage 86,799
 Total Value \$67,960.00

Valuation

	Appraised	Assessed (35%)
Land Value:	\$67,960.00	\$23,790.00
Building Value:	\$370,180.00	\$129,560.00
Total Value:	\$438,140.00	\$153,350.00
CAUV Value:	\$0.00	
Taxable Value:	\$153,350.00	

Valuation History

Tax Year	Appraised Land Value	Appraised Building Value	CAUV Value	AppraisedTotalValue
2021	\$49,610.00	\$272,000.00	\$0.00	\$321,610.00
2020	\$49,610.00	\$272,000.00	\$0.00	\$321,610.00
2019	\$49,610.00	\$272,000.00	\$0.00	\$321,610.00
2018	\$49,610.00	\$226,420.00	\$0.00	\$276,030.00
2017	\$49,610.00	\$226,420.00	\$0.00	\$276,030.00
2016	\$49,610.00	\$226,420.00	\$0.00	\$276,030.00
2015	\$49,610.00	\$211,880.00	\$0.00	\$261,490.00
2014	\$49,610.00	\$211,880.00	\$0.00	\$261,490.00
2013	\$49,610.00	\$211,880.00	\$0.00	\$261,490.00
2012	\$38,650.00	\$206,480.00	\$0.00	\$245,130.00
2011	\$38,650.00	\$206,480.00	\$0.00	\$245,130.00
2010	\$38,650.00	\$206,480.00	\$0.00	\$245,130.00
2009	\$41,560.00	\$222,010.00	\$0.00	\$263,570.00
2008	\$41,560.00	\$222,010.00	\$0.00	\$263,570.00
2007	\$41,560.00	\$222,010.00	\$0.00	\$263,570.00

Sales

Sale Date	Sale Price	Seller	Buyer	Number of Parcels
12/29/2020	\$230,000.00	SWAYNE FLORENCE L TRUSTEE	MC FADDEN DONALD R & TAMMY N	
10/21/2020		SWAYNE ROBERT E & FLORENCE L TRUSTEES	SWAYNE FLORENCE L TRUSTEE	4
10/22/1999	\$0.00	BUFFENBARGER FLORENCE	SWAYNE ROBERT E & FLORENCE L TRUSTEES	

Property Tax

Tax Year 2022 Payable 2023.

	First Half	Second Half
Gross Charge:	\$5,343.50	\$5,343.50
Reduction Factor:	(\$1,179.42)	(\$1,179.42)
Non-Business Credit:	(\$384.93)	(\$384.93)
Owner Occupancy Credit:	(\$87.76)	(\$87.76)
Homestead Reduction:	(\$210.15)	\$210.15
Net Tax Due:	\$3,481.24	\$3,901.54
Special Assessments:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$0.00	\$3,901.54
Interest:	\$0.00	
Prior Charges:	\$0.00	
Full Year Total:	\$7,382.78	
Payments:	\$3,481.24	
Half Year Due:	\$0.00	
Full Year Due:	\$3,901.54	

Tax History

Tax Year 2007	First Half	Second Half
Gross Charge:	\$2,743.39	\$2,743.39
Reduction Factor:	(\$510.61)	(\$510.61)
Non-Business Credit:	(\$223.28)	(\$223.28)
Owner Occupancy Credit:	(\$50.65)	(\$50.65)
Homestead Reduction:	(\$185.31)	(\$185.31)
Net Tax Due:	\$1,773.54	\$1,773.54
Special Assessments:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$0.00	\$0.00
Interest:	\$0.00	
Prior Charges:	\$0.00	
Full Year Total:	\$3,547.08	
Payments:	\$3,547.08	
Half Year Due:	\$0.00	
Full Year Due:	\$0.00	

Payments

Date	Amount
02/04/2023	-3,481.24

Improvements

Card	Code	Year Built	Year Remodeled	Dimensions	Grade	Condition	Depreciation	Appraised Value	Assessed Value
1	RP4	1980		30 * 16	C	A	31.313	\$5,110.00	\$1,788.50
1	RS1	1973		14 * 22	C	A	10.065	\$1,550.00	\$542.50

Improvements Totals

Total Appraised Value \$6,660.00

Total Assessed Value \$2,331.00

Residential

Card: 1

Style: Ranch

Year Remodeled:

Number of Bedrooms: 4

Number of Half Baths: 1

Basement: Crawl

Heating System Type: HOT AIR

Attic: None

Grade: B

Total Living Area: 3,026

Recreation Room Area:

Brick/Stone Trim:

Fireplace Openings: 2

Percent Complete:

Permits

Permit Number	Permit Date	Purpose	Price
COUNTY-21	06/24/2021	FD CK	

Number of Stories: 1

Year Built: 1972

Total Number of Rooms: 7

Number of Full Baths: 2

Number of Family Rooms: 0

Exterior Wall: BRICK

Heat: CENTRAL HEAT W/ AC

Heating Fuel Type: ELECTRIC

Ground Floor Area: 3,026

Unfinished Area:

Finished Basement Area:

Fireplace Stacks: 2

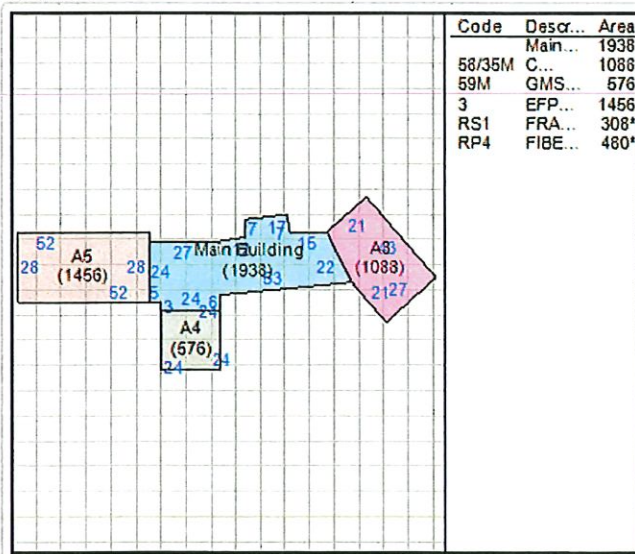
PreFab Fireplaces:

Photos



2500100008400022 09/29/2017

Sketches



Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 12/1/2020
Closing Date 12/15/2020
Disbursement Date 12/15/2020
Settlement Agent Chicago Title - Beavercreek
File # TRI20111468
Property 7888 Sunrise Dr
 Springfield, OH 45502
Sale Price \$230,000

Transaction Information

Borrower Donald McFadden and Tammy N McFadden
 301 Gordon Rd
 Springfield, OH 45504
Seller Aaron Swayne
 7888 Sunrise Dr
 Springfield, OH 45502
Lender Thrive Mortgage, LLC

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate
Loan Type Conventional FHA
 VA
Loan ID #
MIC #

Loan Terms

Can this amount increase after closing?

Loan Amount	\$218,500	NO
Interest Rate	2.875 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$906.54	NO
Prepayment Penalty		Does the loan have these features? NO
Balloon Payment		NO

Projected Payments

Payment Calculation	Years 1-8	Years 9-30
Principal & Interest	\$906.54	\$906.54
Mortgage Insurance	+ 81.94	+ —
Estimated Escrow <i>Amount can increase over time</i>	+ 619.67	+ 619.67
Estimated Total Monthly Payment	\$1,608.15	\$1,526.21
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$619.67 Monthly	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>
		In escrow? YES YES

Costs at Closing

Closing Costs	\$12,629.67	Includes \$4,194.18 in Loan Costs + \$8,435.49 in Other Costs - \$0 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$14,271.16	Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>



Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges	\$1,903.57				
01 0.322 % of Loan Amount (Points)	\$703.57				
02 Administration Fees	\$300.00				
03 Processing Fees	\$450.00				
04 Underwriting Fees	\$450.00				
05					
06					
07					
08					
B. Services Borrower Did Not Shop For	\$476.36				
01 Appraisal Fee to Hill Real Estate Appraisals		\$450.00			
02 Credit Report to Credit Plus	\$17.86				
03 Flood Certification to CoreLogic	\$8.50				
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For	\$1,814.25				
01 Title - Closing Protection Letter to Chicago Title - Beavercreek	\$40.00				
02 Title - Deed Preparation to Forsythe, Mills and Neff			\$75.00		
03 Title - Lender Ins Endorsement to Chicago Title - Beavercreek	\$375.00				
04 Title - Lender's Title Insurance to Chicago Title - Beavercreek	\$824.25				
05 Title - Overnight Delivery Fee to Chicago Title - Beavercreek	\$25.00				
06 Title - Settlement Fee to Chicago Title - Beavercreek	\$225.00		\$100.00		
07 Title - Title Binder/Commitment to Chicago Title - Beavercreek	\$100.00		\$25.00		
08 Title - Title Examination to Chicago Title - Beavercreek	\$200.00				
09 Title - Wire Transfer Fee to Chicago Title - Beavercreek	\$25.00				
D. TOTAL LOAN COSTS (Borrower-Paid)	\$4,194.18				
Loan Costs Subtotals (A + B + C)	\$3,744.18	\$450.00			

Other Costs					
E. Taxes and Other Government Fees	\$156.00				
01 Recording Fees Deed: \$42.00 Mortgage: \$114.00	\$156.00				
02 City/County Tax/Stamps to Deed \$920.50; Mortgage \$0.00			\$920.50		
F. Prepaids	\$1,596.57				
01 Homeowner's Insurance Premium (12 mo.) to Doug Kilfoyle Insurance	\$1,304.00				
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (\$17.21 per day from 12/15/20 to 1/1/21)	\$292.57				
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing	\$3,685.67				
01 Homeowner's Insurance \$108.67 per month for 3 mo.	\$326.01				
02 Mortgage Insurance per month for mo.					
03 Property Taxes \$511.00 per month for 8 mo.	\$4,088.00				
04					
05					
06					
07					
08 Aggregate Adjustment	-\$728.34				
H. Other	\$2,997.25				
01 Home Experts Realty to Additional Commission	\$199.00				
02 Real Estate Commission to Home Experts Realty	\$2,300.00				
03 Title - Owner's Title Insurance (optional) to Chicago Title - Beavercreek	\$498.25				
04					
05					
06					
07					
I. TOTAL OTHER COSTS (Borrower-Paid)	\$8,435.49				
Other Costs Subtotals (E + F + G + H)	\$8,435.49				

J. TOTAL CLOSING COSTS (Borrower-Paid)	\$12,629.67				
Closing Costs Subtotals (D + I)	\$12,179.67	\$450.00	\$1,120.50		
Lender Credits					



Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$9,442.00	\$12,629.67	YES - See Total Other Costs (I).
Closing Costs Paid Before Closing	\$0	-\$450.00	YES - You paid these Closing Costs before closing.
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$11,500.00	\$11,500.00	NO
Deposit	-\$1,000.00	-\$1,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	-\$3,923.00	-\$3,000.00	YES - See Seller-Paid column on page 2 and Seller Credits in Section L.
Adjustments and Other Credits	-\$5,258.00	-\$5,408.51	YES - See details in Section L.
Cash to Close	\$10,761.00	\$14,271.16	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$242,179.67
01 Sale Price of Property	\$230,000.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$12,179.67
04	
Adjustments	
05	
06	
07	
Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes to	
09 County Taxes to	
10 Assessments to	
11	
12	
13	
14	
15	

L. Paid Already by or on Behalf of Borrower at Closing	\$227,908.51
01 Deposit	\$1,000.00
02 Loan Amount	\$218,500.00
03 Existing Loan(s) Assumed or Taken Subject to	
04 Lender Credit	
05 Seller Credit	\$3,000.00
Other Credits	
06 Other Credits	
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12 City/Town Taxes to	
13 County Taxes 07/01/20 to 12/15/20	\$5,408.51
14 Assessments to	
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$242,179.67
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$227,908.51
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$14,271.16

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$230,000.00
01 Sale Price of Property	\$230,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12	
13	
14	
15	
16	

N. Due from Seller at Closing	\$118,873.01
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$1,120.50
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	\$109,344.00
05 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	\$3,000.00
09	
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes 07/01/20 to 12/15/20	\$5,408.51
16 Assessments to	
17	
18	
19	

CALCULATION

Total Due to Seller at Closing (M)	\$230,000.00
Total Due from Seller at Closing (N)	-\$118,873.01
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$111,126.99



Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the principal and interest overdue.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
7888 Sunrise Dr, Springfield, OH 45502

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$7,717.71	Estimated total amount over year 1 for your escrowed property costs: See attached page for additional information
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	\$3,685.67	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$701.61	The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.



Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$338,379.64
Finance Charge. The dollar amount the loan will cost you.	\$117,887.53
Amount Financed. The loan amount available after paying your upfront finance charge.	\$216,005.36
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	3.211 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	49.495 %

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Thrive Mortgage, LLC		Home Experts Realty	FSBO	Chicago Title - Beavercreek
Address	14 W. First Street, #201 Dayton, OH 45402		8 North Florence St Springfield, OH 45503		1430 Oak Court Beavercreek, OH 45430
NMLS ID	268552				
OH License ID			REC.2011001046		41730
Contact	Stephen Levitt		Robert L King		Crystal Lynch
Contact NMLS ID	495080				
Contact OH License ID			SALM.2014003734		na
Email	Stephen.Levitt@ThriveMortgage.com		rob.king@homeexpertsrealty.net		beavercreek-co@ctt.com
Phone	614-753-7458		937-536-1164		937-306-1700

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Donald McFadden

Date

Tammy N McFadden

Date



Addendum to Closing Disclosure

This form is a continued statement of final loan terms and closing costs.

Additional Information About This Loan

Loan Disclosures

Escrow Account

Escrow		
Escrowed Property Costs over Year 1	\$7,717.71	Estimated total amount over year 1 for your escrowed property costs: <i>Property Taxes, Homeowner's Insurance, Mortgage Insurance</i>



SELLER		BORROWER	
\$	DEBITS	\$	CREDITS
			NEW LOAN CHARGES - Thrive Mortgage, LLC
			Total Loan Charges: \$5,856.54
			\$17.21 per day from 12/18/20 to 01/01/21
			Thrive Mortgage, LLC
		326.01	Homeowner's Insurance to Thrive Mortgage, LLC 3.000 Months at \$108.67 per Month
		4,088.00	Property Taxes to Thrive Mortgage, LLC 8.000 Months at \$511.00 per Month
			Aggregate Adjustment to Thrive Mortgage, LLC
			728.34
			TITLE & ESCROW CHARGES
		50.00	ALTA 08.1-06 - Environmental Protection Lien - LP to Tri-City Title Agency
		150.00	ALTA 09-06 - Restrictions, Encroachments, Minerals - LP to Tri-City Title Agency
		225.00	Title - Closing Fee - Buyer/Borrower to Chicago Title Company, LLC
100.00			Title - Closing Fee - Seller to Chicago Title Company, LLC
		40.00	Closing Protection Letter-Lender to Chicago Title Company, LLC
		100.00	Commitment to Tri-City Title Agency
125.00			Title - Deed Preparation Fee to Forsythe, Mills and Neff, Co., LPA
		150.00	Deletion of General Exception for Mech Lien - LP to Tri-City Title Agency
25.00		25.00	Title - Delivery Fee to Chicago Title Company, LLC
		200.00	Title - Exam/Search fee to Tri-City Title Agency
		100.00	Title - Lender's Title Insurance to Tri-City Title Agency
		25.00	Survey (LP) to Tri-City Title Agency
		25.00	Title - Wire Fee to Chicago Title Company, LLC
		1,222.50	Title - Owner's Title Insurance to Tri-City Title Agency
			Policies to be issued:
			Owners Policy
			Coverage: \$230,000.00 Premium: \$1,222.50
			Loan Policy
			Coverage: \$218,500.00 Premium: \$100.00
			GOVERNMENT CHARGES
		156.00	Recording Fees to Clark County Recorder
42.00			Recording fees - 2nd deed (\$42.00) to Clark County Recorder
0.50			Transfer fee - 2nd deed (\$0.50) to Clark County Auditor
920.50			Transfer Tax (\$920.50) to Clark County Auditor



445 Hutchinson Avenue, Suite 250
Columbus, OH 43235
Phone: (614)559-1149 / Fax:

Donald McFadden and Tammy N. McFadden
7888 Sunrise Dr
Springfield, OH 45502

Date: February 11, 2021
Order No.:
Borrower(s): Donald McFadden and Tammy N. McFadden
Seller(s): Florence L. Swayne, Trustee of the Swayne Trust dated May 27, 1998
Property: 7888 Sunrise Dr
Springfield, OH 45502

Dear Donald McFadden and Tammy N. McFadden:

THANK YOU! For being a Tri-City Title Agency customer.

Enclosed is your Deed and Owner's Policy of Title Insurance which protects the title to the property you recently purchased. Please keep this policy with your other documents relating to your newly acquired property. In the future, when you are selling, refinancing or obtaining a construction loan, suggest to your realtor or lender that they use Tri-City Title Agency. Not only will this save money but it will likely expedite your closing.

All of us at Chicago Title Company, LLC are committed to providing you with the best possible service. I would be interested in hearing from you if you have any suggestions on how we could have better served you. We take our clients' suggestions seriously and find this type of feedback an invaluable tool for continuous improvement.

If you have any questions regarding this title policy, or any other real estate title questions, don't hesitate to call us.

Sincerely,

Suzanne Knight

Suzanne Knight

suzanne.knight@ctt.com

Page 4 shows sell price

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Policy Number:

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

By:

[Handwritten Signature]

President

Attest:

[Handwritten Signature]

Secretary

Tri-City Title Agency
445 Hutchinson Avenue, Suite 250
Columbus, OH 43235

Countersigned By:

[Handwritten Signature: Suzanne Knight]

Authorized Officer or Agent



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



SCHEDULE A

Name and Address of Title Insurance Company: Suzanne Knight
Tri-City Title Agency
445 Hutchinson Avenue, Suite 250
Columbus, OH 43235

Address Reference: 7888 Sunrise Dr, Springfield, OH 45502

Date of Policy	Amount of Insurance
December 30, 2020 at 04:16 PM	\$230,000.00

1. Name of Insured:

Donald McFadden and Tammy N. McFadden

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Donald McFadden and Tammy N. McFadden, per deeds recorded on 12/30/2020 at 04:16 PM in Official Record Volume 2183, page 2770 and Official Record Volume 2183, page 2772, Recorder's Office, Clark County, Ohio.

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 2500100008400022

Tract I:

Situated in the Township of Pike, County of Clark and State of Ohio:

Being and lying within the bounds of the Southeast Quarter of Section 8, Town 3, Range 10, M.R.S. From an iron pin heretofore driven down in the Spence Road to identify the Southwest corner of the Southeast Quarter of Section 8, measure East along the South line of the section, 330.00 feet to a stone monument;

Thence parallel with the half section line, North 03 deg. 34' East, 382.47 feet to the place which establishes the beginning point of this description and the extreme Southwest corner of the parcel of land to be described;

The point marks extreme Southwest corner of the original tract of land which this parcel is a part, and also marks the Northwest corner of a division of lots laid out in February 1972 under the name of Hampton Woods, Section Number 3;

Thence from the point of beginning and continuing in the same direction, North 03 deg. 34' East, 199.09 feet to an iron pipe;

Thence South 86 deg. 00' East, 437.96 feet to an iron pipe;

Thence South 03 deg. 45' West, 199.08 feet to an iron pin which marks the North corner common to lots numbered 3 and 4 in the division of lots;

Thence with the subdivision line, North 86 deg. 00' West 437.32 feet to the place of beginning, containing an area of Two (2) acres, more or less.

This conveyance is executed and delivered by the grantor, and accepted by the grantee, her heirs and assigns, with the express mutual understanding that the above parcel of land will not generate a separate and distinct dwelling site, but will be attached to the tract lying adjacent and contiguous on the South for additional rear yard area only. Subject to any easements and restrictions of record. The above is according to a description furnished by Carl. F. Swartbaugh, Registered Surveyor.

Tract II:

Situated in the Township of Pike, County of Clark and State of Ohio:

Being Lot Number 4 as the same is numbered and designated on the plat of Hampton Woods, Section 3, recorded in Plat Book Number 12, Page Number 87, Plat Records of Clark County.

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ALTA Owner's Policy (06/17/2006) - OH (12/01/2015)



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements or claims of easements not shown by 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 by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. No liability is assumed for tax increases occasioned by retroactive revaluation or revaluation as a result of changes of land usage, loss of any homestead, board of revision cases or tax appeal cases.
7. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
8. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familiar status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
9. Terms and conditions of any unrecorded leases.
10. Rights of tenants under any unrecorded written leases.
11. Mortgage from Donald McFadden and Tammy N. McFadden, husband and wife to Mortgage Electronic Registration Systems, Inc. as nominee for Thrive Mortgage, LLC in the amount of \$218,500.00, dated 12/18/2020 and recorded 12/30/2020 at 04:16 PM as Official Record Volume 2183, page 2775 , Recorder's Office, Clark County, Ohio.
12. Terms and provisions of Restrictions, easements, setbacks and other conditions as shown on plat recorded in Plat Book 12, Page 87 of the Clark County Records.
13. Abstract of Trust filed for record September 18, 2002 and recorded in OR Volume 1554, Page 2332 of the Clark County Records.
14. Taxes and assessments, if any, for 2020 and subsequent years are a lien, but not yet due and payable.

END OF SCHEDULE B

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CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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(continued)

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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