



Please note:

The attached SMART Report intentionally contains fictional data thereby allowing it to be used as an external product sample.



**SMART Report****Order Number:** SMART SAMPLE**Effective Date:** 05-11-09 @ 7:59 AM**Issued To:**

Old Republic Test Account  
530 South Main Street  
Suite 1031  
Akron, OH 44311

**Issued by: Old Republic Specialized Agency Solutions****Type of Search:** 42 Year**ORSAS #:** 3360938 / 138907**Subject Property:**

4015 Marsh Circle  
Medina, OH 44240

**County:** Medina, OH**Buyers:** Willis L. Shultz**Owners:** Nicolas Tabbal and Marilyn K. Tabbal**Vesting Instruments:**

Per last deed from Tara Nicole Shepard, unmarried, Grantor, filed November 8, 1989 and recorded in Book 10231989 Page 845 of the Medina County, Ohio Records.

**END OF VESTING INSTRUMENTS****Legal Description:** (See exhibit A attached)

\*\*\*\*\* See Important Notes Page Attached \*\*\*\*\*

**Proposed Requirements:**

**The following requirements should be reviewed, edited, amended and/or supplemented by the issuing agent as needed.**

- 1.) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- 2.) Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- 3.) All instruments to be recorded, including those creating any insured interest, must comply with state and local conveyancing and/or recording rules, standards, ordinances and statutes.
- 4.) Payment of taxes, charges and assessments levied and assessed against subject premises, which are due and payable.
- 5.) Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.
- 6.) Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
- 7.) Satisfactory evidence shall be produced that all improvements, repairs and/or alterations have been completed and that all contractor, subcontractor, labor and materialman have been paid in full.
- 8.) Satisfactory evidence of survey showing no encroachments affecting caption premises; otherwise, final title insurance policies will contain an exception as to matters of survey.
- 9.) Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
- 10.) Record satisfactory executed deed from Nicolas Tabbal and Marilyn K. Tabbal, including release of dower, if any, as Grantor(s), to Willis L. Shultz, as Grantee.

- 11.) Record satisfactory executed mortgage from Willis L. Shultz, including release of dower, if any, as Mortgagor(s), to My Favorite Bank, as Mortgagee, in the amount of the mortgagee policy to be issued.
- 12.) Payment and Release of Mortgage from Nicolas Tabbal and Marilyn K. Tabbal, husband and wife, to Mortgage Electronic Registration Systems Inc. as nominee for This Is My Bank, in the original amount of \$500,000.00, recorded on October 14, 2003 as Book 2003 Page 2 in the Medina County, Ohio Records.  
  
Said mortgage being last assigned by separate instrument to Your Savings Bank, recorded on October 14, 2003 as Book 2003 Page 3 in the Medina County, Ohio Records.
- 13.) Payment and Release of Mortgage from Nicolas Tabbal and Marilyn K. Tabbal, aka M. Kathleen Tabbal, husband and wife, to This Is My Bank, in the original amount of \$50,000.00, recorded on July 30, 2007 as Book 2007 Page 1 in the Medina County, Ohio Records.
- 14.) Payment and Release of Judgment Lien filed against MaryLynn Tabbal, P.O. Box 123456, Medina, OH 45140, in favor of Capital One, in the amount of \$663.75, recorded on February 1, 2008 as 2008JUD02010201 in the Medina County, Ohio Records.

Note: Unable to determine if our party.

- 15.) Compliance with requirements the Company deems necessary arising out of Divorce or Dissolution of Marriage between Marilyn K. Tabbal and Nicolas Tabbal, Case Number 09DR987654321, in the Medina County, Ohio Common Pleas Court.
- 16.) Compliance with requirements the Company deems necessary arising out of Foreclosure Action pending in the Court of Common Pleas, Medina County, Ohio, Case Number 09CV123456789, Your Savings Bank vs Nicolas Tabbal and Marilyn K. Tabbal, et al, complaint filed April 24, 2009.

**END OF PROPOSED REQUIREMENTS**

**Proposed Exceptions:**

**The following proposed exceptions are to be reviewed, edited, amended, and/or supplemented by the issuing agent consistent with underwriting practices and guidelines of the insurer.**

- 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.
- 2.) Taxes and assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the county in which the land is situated, including, but not limited to, reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.
- 3.) No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
- 4.) Rights or claims of parties other than Insured in actual possession of any or all of the property.
- 5.) 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 Insured Premises.
- 6.) 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.
- 7.) Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status, national origin or other categories that may from time-to-time be deemed to be protected classes, are hereby 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 I.S.C. Section 3607 or (c) related to handicap, but does not discriminate against handicapped people.
- 8.) Any inaccuracy in the specific quantity of acreage and/or dimension contained on any survey, if any, or contained within the legal description of the premises insured herein.
- 9.) Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
- 10.) Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
- 11.) Right-of-way for the purpose of gas transmission granted to Ohio Fuel Supply Company from Irene Virginia Simpson, recorded on August 8, 1923 as Book 1923 Page 1 of the Medina County, Ohio Records.
- 12.) Easement for the purpose of electrical transmission granted to Ohio Edison Company from Irene Virginia Simpson, recorded on September 10, 1925 as Book 1925 Page 1 of the Medina County, Ohio Records.
- 13.) The Plat of Woodland Field and Stream recorded as Book 10, Pages 10-15 shows Building Setback Line of 25 feet and Utility Easements 10 feet along the rear lot line.
- 14.) Covenants, conditions, reservations and restrictions, for Woodland Field and Stream Subdivision recorded on August 30, 1964 as Book 1964 Page 1 in the Medina County, Ohio Records, and as may be amended from time to time.
- 15.) Notwithstanding state tax liens filed in Medina County, OH but not yet indexed in the public records. For further information and/or direction, please contact your title insurance underwriter.
- 16.) Tax ID Number: 026-06E-11-0260611

FH Net: \$1,774.02 LH Net: \$1,774.02 - see below for payment status.

Taxes and Assessments for the first half 2011 in the amount of \$1,774.02 are paid.

Taxes and Assessments for the last half 2011 in the amount of \$1,774.02 are not paid.

Tax due date: July 10, 2012

Homestead Exemption or CAUV included in the above amount as follows: NONE

Special Assessment Details:

Code: C11307, Muskingham Watershed Maintenance - ongoing charge - Amount: \$9.11 per period.

We have made no examination of special assessments, if any, which do not appear on the Treasurer's Tax Duplicate as of the date hereof.

Taxes and assessments, if any, for future tax periods which do not appear on the Treasurer's Tax Duplicate as of the date hereof, are a lien, not yet due or payable.

CONTACT THE TAXING AUTHORITY FOR ALL PAYOFF AMOUNTS. THE ABOVE STATED PAST DUE AMOUNT, IF ANY, MAY NOT INCLUDE ALL APPLICABLE INTEREST AND/OR PENALTIES.

**END OF PROPOSED EXCEPTIONS**

**Important Notes:**

- 1.) Marilyn K. Tabbal is also known as M. Kathleen Tabbal per Mortgage in Book 2007 Page 1 of Medina County, Ohio Records.

**END OF IMPORTANT NOTES**

**Exhibit A**

**Property Address:** 4015 Marsh Circle  
Medina, OH 44240

Situated in the Township of Medina, County of Medina, Ohio:

Known as Lot No. 1111 in the Woodland Field and Stream Subdivision, Section 1, Block A, as recorded in Plat Book 10, Pages 10-15 Medina County, Ohio Records.

4015 Marsh Circle, Medina, OH 44256

### Disclaimer

The preceding Title Search Report (TSR) or SMART Report (hereinafter referred to as the 'Report', as applicable) is issued for the use of the agent or entity listed and is to be used solely by the named party. The preceding report may not be relied upon by any other party.

The Report is informational only and Old Republic Specialized Agency Solutions has not done any underwriting or made any legal opinions or conclusions in preparing the Report. The scope of the search begins with the earliest deed in our chain of title and ends with the effective date of the search.

If this Report is used in connection with the issuance of a title commitment or policy, the issuing agent assumes responsibility for its review along with all pertinent and accompanying documentation, whether delivered together with this Report or separately, prior to issuing any such commitment or policy. This Report notwithstanding, the issuing agent is responsible for utilizing prudent and appropriate underwriting guidelines as set forth by the insurer. The issuing agent is responsible for any defects, liens, encumbrances or adverse matters not shown by this Report but known to or discovered by the issuing Agent prior to the issuance of any title evidence. (Title evidence is defined in this Report as including any commitment, policies or endorsements.)

This Report does not warrant or guarantee the validity or sufficiency of any documents attached, nor is it to be considered title evidence, an opinion of title, an ownership and encumbrance report, a guarantee of title or as any other form of guarantee or warranty of title. The scope of the Report is indicated on Page 1 of the Report, unless otherwise indicated by the chain of title included with the corresponding search package. 1 Owner/Short Purchase indicates a short form purchase which should be used only as approved by an agent's specific underwriter. Old Republic Specialized Agency Solutions is not responsible for any item outside or prior to the scope of the search or subsequent to the effective date listed.

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