

Parcel 10-10-20-10-04-000
10-10-20-10-03-000

First Nat'l Bank

LAND PURCHASE AGREEMENT

OFFICE COPY
NOT RECORDABLE

THIS AGREEMENT, entered into and of this 28th day of June, 1990, by and between Debra L. Lamp and Wayne D. Lamp, husband and wife, residing at 968 Second Steet, Adams Mills, Ohio 43801, called "Vendors"; and Sean E. Gross, now residing at 721 Highland Blvd., Ohio 43812, called "Purchaser",

W I T N E S S E T H:

In consideration of the mutual promises, representations and agreements herein contained, the Vendors and Purchasers hereby agree:

1. Description. Vendors agree to sell and convey, upon the fulfillment of all the obligations and terms of this Agreement to be paid and performed by the Purchasers, by a good and sufficient deed of general warranty, with release of dower of all spouses and with covenant against encumbrances, unto said Purchasers, the following described real estate, free of all liens and encumbrances except as hereinafter provided, (and in substantially the same condition and state of repair as at the time of the signing of this Agreement):

Situated in Township of Cass, County of Muskingum and State of Ohio and being bounded and described as follows:

Being a tract of land in Lots 26 ad 27, Parcel Number (10-10-20-10-04-000 and 10-10-20-10-03-000), Adams Mills, First Quarter, Range 7W, Township 3N, Cass Township, Muskingum County, State of Ohio and being further described as follows;

Note: All pins indicated as set are 3/4" x 30" reinforcing bars with aluminum caps. The angular variation between lines is based on North as taken from Polaris Observation.

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Beginning at a steel pin set at the northwest corner of said Lot 26, said pin being at the southeast corner of the intersection of Second Street and Bridge Street and at the northwest corner of the lands of W.D. and D.L. Lamp (902/85);

thence, with the north line of said Lot 26 and the south line of said Second Street, North $72^{\circ}09'06''$ East, a distance of sixty-six and no hundredths (66.00) feet to a point at the northeast corner of said Lot 26, said point also being at the northwest corner of said Lot 27;

thence, with the north line of said Lot 27, and the said south line of Second Street and continuing North $72^{\circ}09'06''$ East, a distance of thirty-three and no hundredths (33.00) feet to a set steel pin;

thence, running through said lands of W.D. and D.L. Lamp and said Lot 27, South $17^{\circ}50'54''$ East, a distance of one hundred sixty-six and twenty hundredths (166.20) feet to a steel pin set on the north line of a 17.5' alley, said pin also being on the south line of said Lot 27;

thence, with the said south line of Lot 27 said north line of 17.5' alley south $72^{\circ}09'06''$ West, a distance of thirty-three and no hundredths (33.00) feet to a point at the southwest corner of said Lot 27, said point also being at the southeast corner of said Lot 26;

thence, continuing with the said north line of 17.5' alley and the south line of said Lot 26, and continuing South $72^{\circ}09'06''$ West, a distance of sixty-six and no hundredths (66.00) feet to a steel pin set at the southwest corner of said Lot 26, said pin also being at the northeast corner of the intersection of Bridge Street and the said 17.5' alley;

thence, with the west line of said Lot 26 and the east line of Bridge Street, North $17^{\circ}50'54''$ West, a distance of one hundred sixty-six and twenty hundredths (166.20) feet to the point of beginning;

The above described tract contains zero and three hundred seventy-eight thousandths (0.378) acres, more or less, of which zero and two hundred fifty-two thousandths (0.252) acres are in Lot 26 and zero and one hundred twenty-six thousandths (0.126) acres are in Lot 27, as surveyed by R. Scott Johnson, Registered Professional Surveyor No. 6791, May 19, 1988.

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DESCRIPTION APPROVED
FOR AUDITOR'S TRANSFER

BY J. L. Nank
8-07-90

This description is intended to convey part of the lands previously transferred from Ralph & Wilma Prator to W.D. and D.L. Lamp (902/85)

Note: The following documents were used as sources of data for the above described survey;

DEEDS: 902/85 721/2

PLATS: Mary Smith's Plat of the town of Preston P.B. 1, Page 598, Laura C. Smith's Addition to Preston, P.B. 1, Page 74

Being part of the same real estate conveyed to Wayne D. Lamp and Debra L. Lamp from Ralph Prater and Wilma Prater by deed of general warranty dated September, 1983 and presented for recording in Deed Book 902, Page 85, in the office of the Recorder of said County on October 3, 1983. Together with all the easements and appurtenances thereunto belonging, but subject to all legal highways, easements and restrictions of record, and zoning ordinances and regulations.

Vendors reserve the right to remove two-thirds (2/3) of the iris, day lilly and other flower bulbs (roots) from the premises before August 15, 1990.

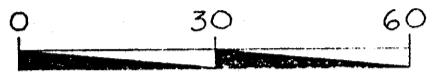
2. Payment of Purchase Price. The Purchasers promise, covenant and agree, individually and together, to buy said real estate and to pay Vendors the total sum of Twenty-six Thousand Dollars (\$26,000.00).

The total balance of Twenty-six Thousand Dollars (\$26,000.00) shall be due upon the tender of the deed.

3. Furnishing of Abstract, Certificate of Title, Preliminary Owner's Policy. Purchasers shall pay for and be responsible for obtaining any title insurance, certificate or

10-20-10-04
968 2nd ST

SECOND ST. 60'



BRIDGE ST. 66'

LOT 26
10-10-20-10-04-000

0.252 Ac.

W.D. & D.L.
Lamp
902/85

LOT 27
10-10-20-10-04-000

0.126
Ac.

17.5' ALLEY

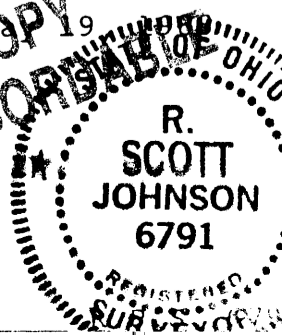
DESCRIPTION APPROVED
FOR AUDITOR'S TRANSFER

BY J. L. Dumble
8-07-90

Boundary Survey
for
Wayne D. Lamp
in
Lots 26 & 27
Adams Mills
in
First Quarter
Range 7W, Township 3N
Cass Township
Muskingum County
Ohio

Scale: 1" = 30'

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• = Set 3/4" X 30" Rebar with
Aluminum Cap

Research Data:
Deeds;

902/85 721/2

Plats:
Mary Smith's plat of the town of
Preston, P.B. 1, Pg. 598

Laura C. Smith's Addition to Preston
P.B. 1, Pg. 74

R. Scott Johnson