

IN THE COURT OF COMMON PLEAS  
FOR PORTAGE COUNTY, OHIO  
PROBATE DIVISION

PORTAGE COUNTY  
FILED

2021 JAN 15 PM 2:44

ROBERT W. BERGER, JUDGE  
COMMON PLEAS COURT  
PROBATE DIVISION

LARRY J. CARVER  
12855 Snodgrass Street N.E.  
Alliance, Ohio 44601

CASE NO. 20200101

Complainant/Plaintiff

JUDGE: Robert W. Berger

vs.

LAURA A. LINDBERG  
8465 St. Rt. 224  
Deerfield, Ohio 44411

REQUEST FOR SERVICE  
ENDORSED HEREON

and

BRIAN S. LINDBERG  
8465 St. Rt. 224  
Deerfield, Ohio 44411

Respondents/Defendants

RWS  
1/26/21

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**COMPLAINT**

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This is an action seeking an award of damages against Respondents/Defendants, jointly and/or severally, for concealment of estate assets, conversion, misappropriation, unjust enrichment, bad faith, fraud, intentional interference with expectancy of inheritance, breach of fiduciary duty, commission of criminal acts, spoliation of evidence, undue influence and conspiracy; and further seeking declaratory judgments as to construction of certain instruments described hereinbelow.

**PARTIES, JURISDICTION AND VENUE**

1. Complainant/Plaintiff Larry J. Carver ("Larry" and/or "Complainant" and/or "Plaintiff"), who brings this action in his

capacity as Successor Executor/Estate Fiduciary and in his capacity as an Estate Beneficiary, is a named Beneficiary under the Last Will and Testament ("Will") of Doris E. Carver ("Decedent"), which instrument was admitted to Probate before this Court on June 15, 2020 in Case No. 2020 ES 161 ("Estate").

2. Respondent/Defendant Laura A. Lindberg ("Laura" and/or "Respondent" and/or "Defendant"), a resident of Portage County, is the former Executrix/Estate Fiduciary, is Larry's only sibling and is the only other named Beneficiary under Decedent's Will.

3. Respondent/Defendant Brian S. Lindberg ("Brian" and/or "Respondent" and/or "Defendant"), a resident of Portage County, is Laura's husband/Larry's brother-in-law.

4. Respondents'/Defendants' acts of commission and/or omission which gave rise to this action occurred and continue to occur in Portage County.

5. Venue and jurisdiction rest with this Court.

#### **BACKGROUND FACTS AND GENERAL ALLEGATIONS**

6. Larry's and Laura's widowed Mother, Decedent Doris E. Carver, was born on July 23, 1935 and died on November 5, 2019 in a motor vehicle/pedestrian accident at the age of eighty-four while walking across the busy State highway in front of her home in a confused state of mind.

7. Decedent, who was, at all times relevant hereto, very susceptible to undue influence, had married at age sixteen, did

not complete high school and was otherwise quite naive and very unsophisticated; and, at all times relevant hereto, Decedent was suffering from several physical ailments and age-related cognitive impairment.

8. Decedent's husband, Jesse J. Carver, died on November 1, 2016, on which date he and Decedent jointly owned, with rights of survivorship, the Deerfield Township, Portage County Ohio real property described in paragraphs nos. 10 and 11 hereinbelow, which real property had an estimated fair market value, as of the date of Decedent's death, of \$600,000.00.

9. On November 8, 2016, Decedent executed a Durable Power of Attorney ("POA", a true copy of which is attached hereto as Exhibit A"), which instrument did not include therein any authority to make gifts, thereby appointing Laura her attorney-in-fact.

10. On December 13, 2016, Decedent executed two separate real property survivorship affidavits formally transferring of record to her four Parcels of real property she had jointly owned with her previously-deceased husband, both of which instruments were subsequently recorded with the Portage County Recorder on February 24, 2017, one (hereinafter "Survivorship Affidavit No. 1") at 10:33:40 and the other (hereinafter "Survivorship Affidavit No. 2") at 10:33:44.

11. Survivorship Affidavit No: 1 described two real property Tracts, namely Portage County Permanent Parcel Nos. 08-054-00-00-

001-000 and 08-055-00-00-004-000; and, Survivorship Affidavit No. 2 described two other real property Tracts, namely Portage County Permanent Parcel Nos. 08-055-00-00-003-003 and 08-055-00-00-003-004.

12. On August 3, 2017, Decedent executed her aforesaid Will (a true copy of which is attached hereto as Exhibit B), which provided, in pertinent part, a specific bequest to Larry of "the mortgage which I hold on the real property in Deerfield Township, Portage County Ohio in the amount of \$281,250.00"; bequeathed to Larry and Laura, in equal shares, the "remainder of [Decedent's] property whether real, personal or mixed"; nominated Laura "Executor" [sic]; and, in the event Laura "is unable, or unwilling to serve", nominated Larry in her stead as "Alternate Executor".

13. Notwithstanding the aforesaid specific bequest to Larry, as of the date of her Will, the obviously confused and/or intentionally misled Decedent still owned of record her supposedly "mortgaged" Deerfield Township real property, on which there was no of-record "mortgage . . . in the amount of \$281,250.00"; and, the Portage County Recorder's records do not reveal any such of-record mortgage then or at any time thereafter.

14. On August 31, 2017, Decedent, having been subjected to Laura's and Brian's undue influence over her, executed a Survivorship Deed ("Deed", a true copy of which is attached hereto as Exhibit C) conveying to Laura and Brian her aforesaid

Survivorship Affidavit No. 2 real property, which instrument, through which Decedent retained "an exclusive life estate" in the real property described therein, was recorded with the Portage County Recorder on September 22, 2017, by which post-execution date Property Descriptions dated 09/19/2017 for the Survivorship Affidavit No. 1 real property, although not referenced in the Deed itself, had been "added" thereto as two after-the-fact attachments.

15. Upon recordation of that Survivorship Deed, Laura and Brian (or their agent) represented to the Portage County Auditor that the transfer involved was statutorily exempt from the Real Property Conveyance Fee because it was "a gift . . . between . . . [a] parent and child, or the spouse of either"; and, the Portage County Auditor's records reveal that the "Sale Price" for Decedent's real property had been reported as "\$0.00".

16. On August 31, 2017, "FOR [unidentified] VALUE RECEIVED", Brian and Laura executed a Promissory Note ("Note", a true copy of which is attached hereto as Exhibit D) made payable to Decedent in the amount of \$281,250.00; and, effective on and after October 29, 2020, that Note had been timely paid by them, with the full principal amount thereof having been deposited by Laura into the Estate checking account.

17. On May 6, 2020, Laura filed in the Estate her Application for Authority to Administer Estate ("Application", a true copy of which is attached hereto as Exhibit E), through which filing she

falsely represented to the Court: that the estimated value of Decedent's "Personal property" is \$286,750.00; that Decedent had no "Annual real property rentals"; that Decedent had no "Real Property"; and that "Applicant [Laura] owes the estate" nothing.

18. On June 15, 2020, this Court granted Laura's Application and appointed her Executrix/Fiduciary of the Estate.

19. On November 23, 2020, Laura belatedly filed in the Estate her past-due Inventory and Appraisal and attendant Schedule of Assets (hereinafter collectively "Inventory", a true copy of which is attached hereto as Exhibit F).

20. In her Inventory, Laura listed only the aforesaid Note in the amount of \$281,250.00, Decedent's 2002 Oldsmobile valued at \$922.00 and Decedent's Farmers National Bank checking account date-of-death balance in the amount of \$3,321.66, for an intentionally grossly understated total of \$285,493.66.

21. The aforesaid POA, Survivorship Affidavits, Will, Deed and Note were all prepared by the same attorney, Douglas M. Kehres (who also had prepared Laura's aforesaid Estate filings); and, upon information and belief, Laura and/or Brian, not Decedent, paid Attorney Kehres for his preparation of those instruments.

22. On December 4, 2020, Larry filed in the Estate his Motion for Removal of Estate Fiduciary, which Motion was subsequently thrice-supplemented.

23. On January 5, 2021, in anticipation of Laura's

previously-announced agreement to resign as Estate Fiduciary, Larry filed in the Estate his own Application to be appointed Fiduciary in Laura's stead.

24. On January 8, 2021, during pendency of the aforesaid Motion for Removal of Estate Fiduciary, Laura, through Attorney Kehres, belatedly filed in the Estate her Notice of Resignation [as Estate Fiduciary].

25. On January 13, 2021, this Court's Magistrate issued a Decision accepting Laura's resignation and appointing Larry Successor Executor of Decedent's Estate; and, on January 14, 2021, this Court issued a Journal Entry adopting that Decision as an Order of the Court.

26. During the time period January 25, 2017 through and including August 3, 2019, Laura, using Decedent's POA, made thirty-five separate withdrawals from Decedent's Farmers National Bank checking Account No. xxx9629 totaling \$81,192.01 and then unlawfully retained those funds for herself and/or for her husband.

27. Following the death of Decedent's husband, Laura and/or Brian, through the exercise of undue influence over Decedent, caused her to write multiple checks on her own account in payment of various obligations owed by them, during which same time period Laura, using Decedent's POA, wrote a number of checks on that same account in payment of similar such obligations; and, the amount of those payments is presently estimated to total \$10,000.00.

28. On or about February, 2019, Laura and Brian moved into Decedent's home and thereafter continued to reside therein, rent-free, with Decedent until her November 5, 2019 death; and, Laura and Brian continue to so-reside to date, having failed to pay Decedent and/or the Estate any fair market rent therefor, the amount of which is presently estimated to total \$24,000.00.

29. As of the date of her death on November 5, 2019, Decedent had resided in her home for over five decades and therefore quite obviously had, notwithstanding Laura's aforesaid "bare bones" Inventory, accumulated multiple items of personalty, including her personal effects, clothing, footwear, head wear, jewelry, "spending money"/cash on-hand, tools, furniture, large and small appliances, miscellaneous electronic devices such as televisions, radios, CD and DVD players, table lamps, bed linens, pots and pans, dishes, drinking cups and glasses, cooking and eating utensils, storage containers, framed pictures and/or paintings, figurines, holiday decorations, family mementos, collectibles, yard/garden implements, farm and machine shop equipment and supplies, etc., the date-of-death value of which is presently estimated to total \$100,000.00.

30. Beginning on or before the date of Decedent's death, Laura and/or Brian concealed from the Estate and misappropriated for themselves all of Decedent's aforesaid items of personalty, then began selling same to various third parties, while retaining for themselves the sale proceeds therefrom, thereby spoliating evidence



of those non-inventoried/non-appraised items' date-of-death existence and value.

31. Beginning on or before the death of Decedent's husband in 2016 and continuing to date, Brian farmed Decedent's real property, rent-free; and, having failed to pay any fair market rent for his use of Decedent's tillable farmland, Brian and Laura have, to their economic benefit, deprived Decedent and/or the Estate of rental proceeds presently estimated to total \$34,000.00.

**FIRST CLAIM FOR RELIEF**

**(CONCEALMENT OF ESTATE ASSETS)**

32. Complainant incorporates by reference herein the allegations contained in paragraphs nos. 1 through 31, inclusive, hereinabove.

33. Respondents, by and through their acts of commission and/or omission as set forth hereinabove, have concealed, embezzled, or conveyed away personal and real property belonging to Decedent's Estate presently estimated to total \$850,000.00.

34. This Court, in accord with O.R.C. 2109.50, therefore should, by citation or other judicial order, compel Respondents to forthwith appear before it to be examined, on oath, touching the matter of this Claim for Relief.

**SECOND CLAIM FOR RELIEF**

**(CONVERSION)**

35. Plaintiff incorporates by reference herein the allega-

tions contained in paragraphs nos. 1 through 34, inclusive, hereinabove.

36. Defendants, as set forth hereinabove, have converted personal and real property belonging to the Estate, thereby damaging the Estate and/or the Plaintiff.

37. Defendants therefore are liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to total \$850,000.00.

**THIRD CLAIM FOR RELIEF**

**(MISAPPROPRIATION)**

38. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 37, inclusive, hereinabove.

39. Defendants, as set forth hereinabove, have misappropriated personal and real property belonging to the Estate, thereby damaging the Estate and/or Plaintiff.

40. Defendants therefore are liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to total \$850,000.00.

**FOURTH CLAIM FOR RELIEF**

**(UNJUST ENRICHMENT)**

41. Plaintiff incorporates by reference herein the allega-

tions contained in paragraphs nos. 1 through 40, inclusive, hereinabove.

42. Defendants, as set forth hereinabove, have, to the detriment of the Estate and/or Plaintiff, been unjustly enriched, thereby damaging the Estate and/or the Plaintiff.

43. Defendants therefore are liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to total \$850,000.00.

**FIFTH CLAIM FOR RELIEF**

**(BAD FAITH)**

44. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 43, inclusive, hereinabove.

45. Defendants, as set forth hereinabove, have, to the detriment of the Estate and/or Plaintiff, acted in bad faith, thereby damaging the Estate and/or the Plaintiff.

46. Defendants therefore are liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to total \$850,000.00.

**SIXTH CLAIM FOR RELIEF**

**(FRAUD)**

47. Plaintiff incorporates by reference herein the allega-

tions contained in paragraphs nos. 1 through 46, inclusive, hereinabove.

48. Defendants have defrauded and thereby damaged the Estate and/or Plaintiff by, *inter alia*, knowingly and intentionally: exercising undue influence over Decedent; unlawfully retaining for themselves real and personal property belonging to Decedent and/or to the Estate; failing to pay rent to Decedent and/or to the Estate; failing to disclose their concealment of Estate assets; and, making multiple misrepresentations to this Court.

49. Defendants therefore are liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to total \$850,000.00.

#### **SEVENTH CLAIM FOR RELIEF**

##### **(INTERFERENCE WITH EXPECTANCY OF INHERITANCE)**

50. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 49, inclusive, hereinabove.

51. Defendants, as set forth hereinabove, have intentionally interfered with Plaintiff's expectancy of inheritance under Decedent's Will, thereby damaging Plaintiff.

52. Defendants therefore are liable to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to total \$850,000.00.

**EIGHTH CLAIM FOR RELIEF**

**(BREACH OF FIDUCIARY DUTY)**

53. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 52, inclusive, hereinabove.

54. Defendant Laura, as set forth hereinabove, had repeatedly violated her affirmative duties to Decedent under O.R.C. 1337.34, thereby damaging the Estate and/or the Plaintiff.

55. Defendant Laura therefore is, under O.R.C. 1337.37, liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to total a minimum of \$81,192.01.

**NINTH CLAIM FOR RELIEF**

**(BREACH OF FIDUCIARY DUTY)**

56. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 55, inclusive, hereinabove.

57. Defendant Laura, as set forth hereinabove, had repeatedly violated, during her tenure as Estate Fiduciary, her fiduciary duties to the Estate and/or to Plaintiff, thereby damaging the Estate and/or the Plaintiff.

58. Defendant Laura therefore is liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to total \$850,000.00.

**TENTH CLAIM FOR RELIEF**

**(COMMISSION OF CRIMINAL ACTS)**

59. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 58, inclusive, hereinabove.

60. Defendants, as set forth hereinabove, have committed multiple criminal acts cognizable and actionable under O.R.C. 2307.60, including embezzlement and theft, thereby damaging the Estate and/or the Plaintiff in an amount presently estimated to total \$850,000.00.

61. Defendants therefore are, under O.R.C. 2307.61, liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for treble the damages caused by those criminal acts.

**ELEVENTH CLAIM FOR RELIEF**

**(SPOILIATION OF EVIDENCE)**

62. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 61, inclusive, hereinabove.

63. Defendants, as set forth hereinabove, have spoliated evidence vis-a-vis Decedent's items of personalty, thereby damaging the Estate and/or the Plaintiff.

64. Defendants therefore are liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to

total \$100,000.00.

**TWELFTH CLAIM FOR RELIEF**

**(UNDUE INFLUENCE)**

65. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 64, inclusive, hereinabove.

66. Defendants, as set forth hereinabove, have exercised undue influence over Decedent vis-a-vis her real property and checking account funds, thereby damaging the Estate and/or the Plaintiff.

67. Defendants therefore are liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to total \$610,000.00.

**THIRTEENTH CLAIM FOR RELIEF**

**(CONSPIRACY)**

68. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 67, inclusive, hereinabove.

69. Defendants, as set forth hereinabove, have acted in conspiratorial concert with one another to, *inter alia*, conceal assets from the Estate and/or from Plaintiff.

70. Defendants are therefore liable to the Estate and/or to Plaintiff, an Estate Beneficiary, for the full amount of the damages caused by that wrongful conduct, presently estimated to

total \$850,000.00.

**FOURTEENTH CLAIM FOR RELIEF**

**(DECLARATORY JUDGMENT)**

71. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 70, inclusive, hereinabove.

72. Despite poor draftsmanship, by and through her Will, Decedent clearly intended to specifically bequeath to Plaintiff the amount of \$281,250.00.

73. Plaintiff therefore is entitled to a judicial declaration so-construing that provision in Decedent's Will.

**FIFTEENTH CLAIM FOR RELIEF**

**(DECLARATORY JUDGMENT)**

74. Plaintiff incorporates by reference herein the allegations contained in paragraphs nos. 1 through 73, inclusive, hereinabove.

75. By and through the Deed, Decedent, at best, clearly intended to convey to Defendants only her Survivorship Affidavit No. 2 real property.

76. Therefore, if that Deed is not deemed invalid in its entirety as the "product" of undue influence, Plaintiff is entitled to a judicial declaration that only Decedent's Survivorship Affidavit No. 2 real property was thereby conveyed to Defendants.



WHEREFORE, Complainant/Plaintiff demands judgment against Respondents/Defendants as follows:

(A) On his First Claim for Relief, an award against both Respondents, jointly and severally, in the amount of \$850,000.00, plus a ten percent statutory penalty thereon, plus interest, plus attorney fees; and,

(B) On his Second Claim for Relief, an award against both Defendants, jointly and severally, in the amount of \$850,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(C) On his Third Claim for Relief, an award against both Defendants, jointly and severally, in the amount of \$850,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(D) On his Fourth Claim for Relief, an award against both Defendants, jointly and severally, in the amount of \$850,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(E) On his Fifth Claim for Relief, an award against both Defendants, jointly and severally, in the amount of \$850,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(F) On his Sixth Claim for Relief, an award against both Defendants, jointly and severally, in the amount of \$850,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(G) On his Seventh Claim for Relief, an award against both Defendants, jointly and severally, in the amount of \$850,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(H) On his Eighth Claim for Relief, an award against Defendant Laura in the amount of \$81,192.01, plus interest, plus punitive damages, plus attorney fees; and,

(I) On his Ninth Claim for Relief, an award against Defendant Laura in the amount of \$850,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(J) On his Tenth Claim for Relief, an award against both Defendants, jointly and severally, in the treble damages amount of \$2,550,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(K) On his Eleventh Claim for Relief, an award against both Defendants, jointly and severally, in the amount of \$100,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(L) On his Twelfth Claim for Relief, an award against both Defendants, jointly and severally, in the amount of \$610,00,000, plus interest, plus punitive damages, plus attorney fees; and,

(M) On his Thirteenth Claim for Relief, an award against both Defendants, jointly and severally, in the amount of \$850,000.00, plus interest, plus punitive damages, plus attorney fees; and,

(N) On his Fourteenth Claim for Relief, a judicial declaration that Decedent, by and through her Will, specifically bequeathed to Plaintiff the amount of \$281,250.00; and,

(O) On his Fifteenth Claim for Relief, a judicial declaration that Decedent, by and through the Deed, conveyed to Defendants

only her Survivorship Affidavit No. 2 real property; and,

(P) On all of his Claims for Relief, Court costs, litigation-related expenses (such as photocopy costs, postage and Court Reporter fees) and such other and further relief to which he may be entitled in equity or under law.

Respectfully submitted,



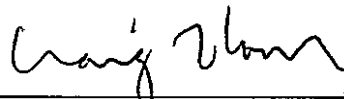
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CRAIG T. CONLEY (#0021585)  
Counsel for Complainant/Plaintiff  
604 Huntington Plaza  
220 Market Avenue South  
Canton, Ohio 44702  
330/453-1900  
330/453-2170 [Fax]

**REQUEST FOR SERVICE**

TO THE CLERK:

Please separately serve Summons and a copy of the foregoing Complaint upon both Respondents/Defendants, via certified U.S. Mail, return receipt requested, at the address indicated in the caption hereof. ✓



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CRAIG T. CONLEY  
Counsel for Complainant/Plaintiff

**COPY****DURABLE POWER OF ATTORNEY**

I, Doris E. Carver of the County of Portage, and State of Ohio, hereby appoint Laura A. Lindberg as my lawful attorney-in-fact to act for me and in my name in any and all business, financial, legal and other matters, granting full authority to make, acknowledge, and deliver for me and in my name all contracts, deeds, leases, assignments, obligations, writings, assurances, releases and other instruments which to said attorney may deem proper in connection with any matter in which I may be interested, and generally to act for me and in my name with all matters affecting my business or property, real or personal, with the same effect as though I were personally present and acting for myself; also granting full power to substitute one or more Persons in the place of said attorney and to revoke any such substitution; and hereby ratifying and confirming whatever said attorney or substitute may do under this Power of Attorney.

Without limiting said general powers, I hereby specifically authorize said attorney to substitute to do the following for me and in my name; to enter upon or into and to take possession of any of my property, real or personal, including any safe deposit box standing in my name and its contents, and to demand, receive and receipt for any and all sums of money or property, real or personal, now or hereafter due to me, including any bank or savings and loan association deposit in my name; to deposit in any bank or savings and loan association any and all monies collected or received for me by said attorney; to pay any and all bills, accounts, mortgages, indebtedness, taxes, assessments, claims and demands now or hereafter payable by me; to sign, endorse and deliver all checks, drafts and instruments of like nature payable to me,

or by me as to said attorney may deem proper; to borrow money and to sign and deliver any bond, note or other evidence of debt or other instrument in writing necessary or proper in connection with said loan, and to endorse, assign, pledge, mortgage and hypothecate any and all of my property, real or personal, as security for such loan, or such terms as to said attorney may deem proper; to purchase, sell, lease or dispose of any property, real or personal, for such prices and upon such terms of credit or otherwise as to said attorney may deem proper, and to execute and deliver to the sellers, purchasers or lessees of such property appropriate contracts, bills of sale, leases, assignments, deeds, land contracts, or other instruments of conveyance or transfer thereof, with or without covenants of warranty or similar covenants; to vote any shares of stock in any corporation standing in my name, with the full powers of substitution in the exercise of such rights, and for said purpose to execute and deliver all such rights, and for said purpose to execute and deliver all necessary proxies; to insure any of my property, real or personal, in such amounts and on such terms as to said attorney may deem proper; to buy or otherwise acquire and hold, in such name or names as to said attorney may deem proper; to buy or otherwise acquire and hold, in such name or names as to said attorney may deem proper, property, real or personal, for such prices and upon such terms of credit or otherwise as to said attorney shall deem proper, and to sign and deliver such instruments and make such payments as may appropriate or incidental to any such purchase, acquisition or holding; to commence and carry on, or to defend, at law or in equity, all actions, suits and other proceedings in which I, or my or my real or personal property may be in any way concerned; to compound, compromise, settle and adjust all claims (including tax claims) in favor of or against me, upon such terms as to said attorney may deem proper; to prepare, execute and file any tax returns, local, state or federal, and any refund

claims thereon; to assign and convey any or all of my property, real or personal, to any trust established by me or by others over which I have restricted right of revocation or withdrawal, at such times as said attorney deems appropriate, and to execute and deliver to the trustee appropriate assignments, deeds and other instruments of conveyance or transfer thereof, even if said attorney is trustee of such trust; and to employ and pay reasonable compensation to agents accountants, attorneys and investment counsel to assist in the exercise of any of the foregoing powers.

This Power of Attorney shall not be affected by disability of the principal. This Power of Attorney may be terminated either by me, or by said attorney, by giving written notice of such termination to the other. An executed duplicate of this Power of Attorney, or a photostatic copy thereof, delivered by me, or by said attorney to any third party will be conclusive against me and said attorney, and to such third party that this Power of Attorney has not been terminated and will continue in effect until such third party is advised by written notice from me or from said attorney of such termination. This Power of Attorney shall be governed by Ohio Law.

I hereby reserve all rights on my part to do personally any act which said attorney is hereby authorized to perform, and to grant similar powers of attorney to others.

I have signed this Power of Attorney this 8<sup>th</sup> day of November, 2016.

Doris Worthyton  
Witness

[Signature]  
Witness

Doris E. Carver  
Doris E. Carver

STATE OF OHIO )  
 ) SS:  
COUNTY OF PORTAGE )

Before me, a Notary Public, in and for said county, and state, did personally appear the above named Doris E. Carver who acknowledged that she did sign the foregoing and that the same is her free act and deed.

In testimony whereof, I have hereunto set my hand and official seal at Ravenna, Ohio  
this 8<sup>th</sup> day of November, 2016.

Doris Worthy For  
Notary Public

17:20

**Last Will and Testament**

OF

**COPY****DORIS E. CARVER**

I, **DORIS E. CARVER**, of the Township of Deerfield and State of Ohio, being an adult, and of sound mind and memory, do make, publish and declare this to be my Last Will and Testament, hereby revoking and annulling any and all Wills or Codicils thereto made by me heretofore:

**ITEM I**

I direct that all my enforceable debts, funeral expenses and all costs of administering my estate be paid out of my estate as soon as practicable after my decease. I direct that all inheritance, estate and succession taxes (including interest or penalties thereon) payable by reason of my death, whether or not arising out of property which is part of my probate estate, shall be paid out of the residue of my probate estate without reimbursement from any person.

**ITEM II**

I give, devise and bequeath to my beloved son, the mortgage which I hold on the real property in Deerfield Township, Portage County, Ohio in the amount of \$281,250.00. I further give, devise and bequeath all the rest and remainder of my property whether real, personal or mixed, of every kind, nature and description whatsoever and wheresoever situated, which I may now own or hereinafter acquire or have the right to dispose of at the time of my decease by power of appointment or otherwise, to beloved children, Larry J. Carver and Laura A. Lindberg, absolutely and in fee simple, share and share alike.

**ITEM III**

I make, nominate and appoint my Daughter, Laura A. Lindberg as Executor of my estate. In the event that my Daughter, Laura A. Lindberg is unable, or unwilling to serve, I appoint my son, Larry J. Carver as Alternate Executor.

No bond or other security shall be required of any Executor/Executrix appointed in this Will.

My Executor/Executrix shall have, in addition to and not in limitation of the powers given by law or by other provisions of this will, the following powers with respect to settlement of my estate to be exercised in each case from time to time in the discretion of my Executor without further order of any Court:

- a. To retain property in the same form as received;



- b. To sell, at public or private sale, or otherwise dispose of any property. No purchaser need look to the application of the purchase money;
- c. To employ agents, with or without power of substitution including appraisers and brokers, and to pay reasonable compensation therefore;
- d. To improve, insure, manage and otherwise deal with any real estate;
- e. To invest and reinvest without reference to statutory or Court imposed limitations;
- f. To compromise any and all claims in favor of or against my estate or my trust estate;
- g. To pay all or such part of a joint income tax liability as may be agreed by the parties and interest or penalty thereon;
- h. To make any tax elections without having equitable adjustment;
- i. To borrow from any person, firm or corporation; to give plain or collateral notes therefore. No lender need look to the propriety of such loan nor to its application;
- j. To abandon valueless or burdensome property;
- k. To distribute in cash or in kind;
- l. To distribute any share so distributable to a minor beneficiary, to a trust company or any adult person, as custodian for such minor beneficiary under the Uniform Gifts to Minors Act or similar statutes then in effect in Ohio or in any other state. The receipt of any such custodian shall be a full release and acquittance to my fiduciary with respect to such property so paid.

Each and all of the foregoing may be done without court order or other legal formality and my personal representative shall not be liable to any person whomsoever by reason of carrying the provisions hereof. I direct that any appraisal of my personal property be dispensed with if my Executor deems it to be in the best interest of my estate.

IN WITNESS WHEREOF, I, have signed my name at the end of this, my Last Will and Testament, consisting of two (2) pages, this 3 day of August, 2017.

Doris E. Carver  
DORIS E. CARVER

The foregoing instrument, consisting of two (2) pages, was this 3 day of August 2017, signed by Doris E. Carver, at the end thereof, in our presence and in the presence of each of us and by her acknowledged, published and declared to be her Last Will and Testament, and at her request and in her presence and in the presence of each other, we have hereunto subscribed our names as attesting witnesses.

Darryl K. Kline residing at Rav. Oh  
Dawn Strickland residing at Rav. Ohio

TRANSFERRED  
Sec. 319.54 (F-2) 2.00  
Sec. 319.202       

SEP 22 2017 *di*

*Donat Spisak*  
Portage County Auditor

LORI CALCEI  
PORTAGE CO. RECORDER

201716175 & 225

RECEIVED FOR RECORD  
AT 15:23:13  
FEE 76.00

**INDEXED**

*\*AKA Doris E. Carver AKA Doris Elaine Carver*  
**SURVIVORSHIP DEED**

I, Doris Carver, a widowed woman of Portage County, Ohio for valuable consideration paid, grant(s) with general warranty covenants, to Brian S. Lindberg and Laura A. Lindberg, Husband and Wife for their joint lives, remainder to the survivor of them, whose tax-mailing address is 8465 State Route 224, Deerfield, OH 44411 the following REAL PROPERTY:

**GRANTOR RESERVES AN EXCLUSIVE LIFE ESTATE IN THE FOLLOWING DESCRIBED PROPERTY.**

Parcel #1

Situated in the Township of Deerfield, County of Portage and the State of Ohio and being part of said Township Lot 55 and part of the lands conveyed to Jean Adams by Deed Volume 881, Page 220 of the Portage County Records of Deeds and being more particularly bounded and described as follows:

Commencing at the southwest corner of said Township Lot 55, same being the intersection of the centerline of U.S. Route 224 a.k.a. Akron-Canfield Road (66' right-of-way) and the south line of said Township Lot 55 with the centerline of State Route 183 a.k.a. Alliance-Yale Road and the West line of said Township Lot 55;

Thence, along the centerline of said U.S. Route 224 and the south line of said Township Lot 55, EAST 1788.56 feet to the principal place of beginning for the parcel of land herein to be described;

Thence, leaving said centerline and Lot, N. 00 degrees 12' 00" E, passing thru a 1/2" capped rebar stamped "MILLMAN" set at 35.00 feet, a total distance of 1149.85 feet to a 1/2" capped rebar set stamped "MILLMAN" in the southeasterly line of lands conveyed to William J. Nappier by O.R. 550, Page 860 of the Portage County Records of Deeds;

Thence, along the southeasterly line of said Napier lands, EAST 194.00 feet to a 1/2" capped rebar set stamped "MILLMAN";

Thence, leaving said Napier lands, S 00 degrees 12' 00" W. 1149.85 feet to the centerline of said U.S. Route 224 and the south line of said Township Lot 55. Witness a 1/2" capped rebar set stamped "MILLMAN" 35.00 feet distant therefrom along the last described course;

Thence, along said centerline and lot line, WEST 194.00 feet to the place of beginning and containing 5.1210 acres of land but subject to all legal highways, easements and restrictions as surveyed by Deron J. Millman P.S. No. S-7717 for and on behalf of Millman Surveying, Inc. in September of 2000.

The meridian for all bearings stated herein is the centerline of Akron-Canfield Road as

being (WEST) per survey prepared by Leo E. Martin dated October of 1958 and filed at the

Portage County Tax Map Department.

Parcel #2

Situated in the Township of Deerfield, County of Portage, State of Ohio and being part of said Township Lot 55 and part of the lands conveyed to Jean Adam by Deed Volume 881, Page 220 of the Portage County Records of Deeds and being more particularly bounded and described as follows:

Commencing at the southwest corner of said Township Lot 55, same being the intersection of the centerline of U.S. Route 224 a.k.a. Akron-Canfield Road (66' right-of-way) and the south line of said Township Lot 55 with the centerline of State Route 183 a.k.a. Alliance-Yale Road and the west line of said Township Lot 55;

Thence, along the centerline of said U.S. Route 224 and the south line of said Township Lot 55, EAST 1982.56 feet to the principal place of beginning for the parcel of land herein to be described;

Thence, leaving said centerline and lot N. 00 degrees 12" 00" E., passing thru a ½" capped rebar stamped "MILLMAN" set at 35.00 feet, a total distance of 1149.85 feet to a ½" capped rebar set stamped "MILLMAN" in the southeasterly line of lands conveyed to William J. Nappier by O.R. 550, Page 860 of the Portage County Records of Deeds;

Thence, along the southeasterly line of said Napier lands, EAST 506.00 feet to a point in the westerly line of lands conveyed to J.J. or D.E. Carver by Deed Volume 1048, Page 697 of the Portage County Records of Deeds. Said point being witnessed by ½" rebar found 0.54 feet EAST, 0.16 feet SOUTH;

Thence, leaving said Napier lands along the westerly line of said Carver lands, S 00 degrees 12' 00" W. Passing by a 1" iron pipe found bent at 399.27 feet, 2.86 feet WEST a total distance of 449.85 feet to an angle point therein. Said point being witness by ½" rebar found 1.45 feet NORTH, 0.37 feet EAST;

Thence continuing along the westerly line of said Carver lands, WEST 250.00 feet to an angle point therein. Said point being witnessed by ½" rebar found 1.69 feet NORTH, 0.29 feet EAST;

Thence, continuing along the westerly line of said Carver lands S. 00 degrees 12' 00" W. 700.00 feet to the southwest corner of said Carver lands in the centerline of said U.S. Route 224 and the south line of Township Lot 55. Witness a 1/2 rebar found 34.55 feet distant therefrom and 0.53 feet WEST of the last described course;

Thence, along said centerline and lot line, WEST 256.00 feet to the place of beginning and containing 9.3393 acres of land but subject to all legal highways, easements and restrictions as surveyed by Deron J. Millman P.S. No. S-7717 for and on behalf of Millman Surveying, Inc. In September of 2000.

~~TRACT ONE: Known as being the whole Lot No. 54 in said township, containing according to the current tax books and maps 154 acres of land, excepting therefrom 40 acres off the east side of said Lot No. 54, conveyed to Clayton Wilcox by deed from Alva A. Loomis, Executor of the estate of Humbert S. Loomis, deceased, dated April 1, 1920, and recorded in Volume 225, Page 146, of the records of Portage County, Ohio, said 40 acres being bounded and described as follows: On the North, East and South by the original lot lines of said lot and on the West by a line parallel with the east line of said Lot No. 54, and far enough West there from to contain 40 acres, being bounded on the West by lands now owned by Harold P. and Mary Steckel, Martha P. and Howard Cook, and William J. Boyer and containing 114 acres of land.~~

~~TRACT TWO: Situated in the Township, County and State aforesaid, and known as being a part of Lot No. 55 in said township, bounded and described as follows: On the North, East and South by the North, East and South original lines of said lot, and on the West by lands in said lot now or formerly owned or occupied by Richard and Hanna Spires, and containing 88 acres of land, more or less.~~

~~EXCEPTING THEREFROM the following:~~

~~Excepting and reserving from the above-described premises located in and know as being a part of Lot No. 55 in said township of Deerfield, more fully bounded and described as follows: Beginning in the south line of Lot No. 55 which is also the centerline of St. Rt. 224, W. 420.50 feet from the southeast corner of said Lot No. 55; thence continuing along said lot line and St. Rt. 224, centerline West 1070.00 feet to the southeast corner of lands of Mildred Kays as shown in Vol. 574, Page 419, Portage County Records; thence N. 0 deg. 12' E. along the east line of said Kays' land (passing over an iron pin at 33 feet) 2617.10 feet to a post in the north line of Lot No. 55; thence along the north lot line N. 89 deg. 57' E. 1320.00 feet or 80 rods to an iron pipe; thence S. 0 12' W. 1915.90 feet to an iron pipe; thence W. 250 feet to an iron pipe; thence S. 0 deg. 12' W. (passing over an iron pipe at 660 feet) 700 feet to the place of beginning, and containing 75.271 acres as surveyed in October 1958 by Leo E. Martin, Registered Surveyor No. 2587.~~

~~INCLUDING in said Second Tract 12.73 acres by Tax Maps and 14.28 acres by survey, more or less.~~

~~INTENDING TO INCLUDE in both Tract One and Tract Two above all remaining lands in said Lots 54 and 55 as owned by Floyd F. Forney and Emma K. Forney, Grantors herein.~~

SUBJECT TO reservation of life use in dwelling house as set forth in separate Agreement this day executed between Grantors and Grantees and filed for record with the Recorder of Portage County, Ohio.

The meridian for all bearings stated herein is the centerline of Akron-Canfield Road as being (WEST) per survey prepared by Leo E. Martin dated October of 1958 and filed at the Portage County Tax Map Department.

EXECUTED this 31<sup>ST</sup> day of August, 2017.

Doris Worthington  
Witness

Doris E. Carver  
Grantor-Doris E. Carver

[Signature]  
Witness

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF PORTAGE    )

BE IT REMEMBERED, That on this 31<sup>ST</sup> day of August, 2017 before me, a notary public, in and for said state, personally came Doris E. Carver, the Grantor in the foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my Notary Seal on the day and year last aforesaid.

Doris Worthington  
NOTARY PUBLIC

This instrument was prepared by Douglas M. Kehres, Notary Public at Law.



Doris Worthington  
Notary Public  
State of Ohio  
My Commission Expires  
September 17, 2020

# PEARSON SURVEYING, LLC

(330) 296-9200 OFFICE (330) 298-9184 FAX

**PARCEL 1**  
**PROPERTY DESCRIPTION**  
**119.1208**  
**ACRE TRACT**

Situated in the Township of Deerfield, County of Portage, and the State of Ohio, and being part of Lot 54, in said Township and being all of the tract of land transferred to Doris E. Carver as recorded in File #201703171 (parcel 1), and further described as follows to wit:

Beginning at a pk nail set at the intersection of the centerline of State Route 224 (Akron - Canfield Road - S.H. 87 - 66' r/w) and the southwest corner of Lot 54, which is the True Place of Beginning for the property herein described;

1. Thence North 00°41'51" West, along the west line of a Lot 54, (and passing over a capped pin set at a distance of 33.00 feet), a total distance of 2609.76 feet to a ½" iron pipe found at the northwest corner of Lot 54;
2. Thence North 89°08'46" East, along the north line of Lot 54, a distance of 1978.59 feet to a capped pin found (Hohnhorst);
3. Thence South 01°07'01" East, along the west line of tracts of land now or formerly owned by B.S. Lindburg (File #201318880), M. Geovese (D.V. 1139, Pg. 323), J.W. Russell (File #201001532), C.A. McDonald (File #200920426), K.M. Woodford (File #201214525), F.A. Rolland, Jr. (File #201316985) and G.G. El-Mobasher (File #201412701), (and passing over a 1/2" iron pipe found at a distance of 2580.37 feet), a total distance of 2610.12 feet to a point in the centerline of State Route 224;
4. Thence South 89°09'22" West, along the centerline of State Route 224, (which is also the south line of Lot 54), a distance of 1997.70 feet to the True Place of Beginning of the herein described parcel.

Containing 119.1208 acres of land, based on a field survey by Beth A. Pearson, P.S. #8430 in September 2017.

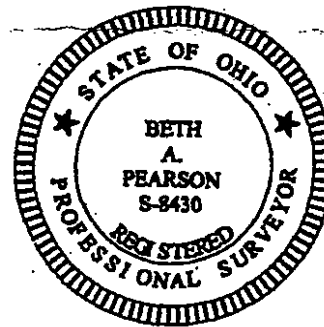
(1.5134 acres - Road r/w)  
(117.6074 acres - Lot area)

119.1208 acre parcel – page 2

The basis of bearing is Grid North, Ohio State Plane Coordinate System, North Zone, NAD83.

Subject to all legal highways and any easements or restrictions of record.

Capped rebars set are 5/8" x 30" with "Pearson PS-8430.



*Beth A. Pearson*

09/19/2017

Beth A. Pearson, PS  
Registered Surveyor #8430

C:\2017\PI70908 - Parcel 1

# PEARSON SURVEYING, LLC

(330) 296-9200 OFFICE (330) 298-9184 FAX

~~PARCEL 2~~  
PROPERTY DESCRIPTION  
14.3031 ACRE TRACT

Situated in the Township of Deerfield, County of Portage, and the State of Ohio, and being part of Lot 55, in said Township and being all of the tract of land transferred to Doris E. Carver as recorded in File #201703171 (parcel 2), and further described as follows to wit:

Beginning at a pk nail set at the intersection of the centerline of State Route 224 (Akron - Canfield Road - S.H. 87 - 66' r/w) and the southeast corner of Lot 55, which is the True Place of Beginning for the property herein described;

1. Thence **South 89°03'32" West**, along the centerline of State Route 224, (which is also the south line of Lot 55), a distance of **420.50** feet to a point;
2. Thence **North 00°44'27" West**, along the east line of a tract of land now or formerly owned by D.E. Carver (File #201703172 - parcel 2), (and passing over a capped pin set at a distance of **33.00** feet), a total distance of **702.03** feet to a **5/8"** iron bar found;
3. Thence **North 89°03'15" East**, along the south line of the aforesaid D.E. Carver tract, a distance of **250.15** feet to a **5/8"** iron bar found;
4. Thence **North 00°44'59" West**, along the east line of the aforesaid D.E. Carver tract, and a tract of land now or formerly owned by W.J. Napier (File #200016154), a distance of **1907.69** feet to a capped pin found (Millman);
5. Thence **North 89°03'23" East**, along the north line of Lot 55, a distance of **172.62** feet to a **1/2"** iron pipe found at the northeast corner of Lot 55;
6. Thence **South 00°41'51" East**, along the east line of a Lot 55, (and passing over a capped rebar set at a distance of **2576.76** feet), a total distance of **2609.76** feet to the True Place of Beginning of the herein described parcel.

Containing **14.3031** acres of land, based on a field survey by Beth A. Pearson, P.S. #8430 in September 2017.

(0.3185 acres - Road r/w)  
(13.9846 acres - Lot area)

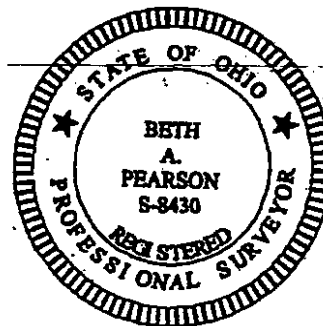


14.3031 acre parcel — page 2.

The basis of bearing is Grid North, Ohio State Plane Coordinate System, North Zone, NAD83.

Subject to all legal highways and any easements or restrictions of record.

Capped rebars set are 5/8" x 30" with "Pearson PS-8430.



*Beth A. Pearson*

09/19/2017

Beth A. Pearson, PS  
Registered Surveyor #8430

C:\2017\PI70908 - Parcel 2

08-055-00-00-003.003 ~~1~~ -003.004

*JP* TAX MAP DEPT. 9/22/2017  
LEGAL DESCRIPTION  
☒ SUFFICIENT ☐ DEFICIENT  
☒ NO DIVISION OF LAND  
(P-18120)

RESURVEY 08-055-00-00-004.000 14.303Ac.

RESURVEY 08-054-00-00-001.000 119.121Ac.

## PROMISSORY NOTE

\$ 281,250.00Date August 31, 2017

FOR VALUE RECEIVED, WE, Brian S. Lindberg and Laura A. Lindberg promise to pay to the order of Doris E. Carver, the sum of **Two Hundred Eighty-One Thousand Two Hundred Fifty and 00/100 DOLLARS (\$281,250.00)**, at a rate of 0% interest payable on or before one year after the death of Doris E. Carver or on written demand by Doris E. Carver.

It is agreed that time is of the essence of this contract, and that in the event of default in the making of any payments herein provided for, or if default be made in the performance of any of the agreements or conditions of this note, the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. In the event of default in the making of any payments herein provided for or in the event of the whole of said debt is declared to be due.

I, whether principal, surety, guarantor, endorser, or other party hereto, agree to waive any exemption rights as against this debt, and I further waive demand, protest and notice of demand, protest, or non-payment and presentation

THIS PROMISSORY NOTE EXECUTED IN PORTAGE COUNTY, STATE OF OHIO.

Doris Worthington  
WITNESS

Dan Kuhn  
WITNESS

WITNESS

Brian S. Lindberg  
PROMISSOR: BRIAN S. LINDBERG

Laura A. Lindberg  
PROMISSOR: LAURA A. LINDBERG

Doris E. Carver  
PROMISSEE: DORIS E. CARVER

STATE OF OHIO                    )  
  ) SS  
COUNTY OF PORTAGE        )

BEFORE ME, A NOTARY PUBLIC, in and for said County and State, did personally appear, Brian S. Lindberg and Laura A. Lindberg, who acknowledged that they did sign the foregoing instrument and that their signing was their free act.

SWORN TO BEFORE ME, A NOTARY PUBLIC, in and for said County and State, this 31<sup>st</sup> day of August, 2017.



Doris Worthington  
NOTARY PUBLIC  
Notary Public  
State of Ohio  
My Commission Expires  
September 17, 2020

PROBATE COURT OF Portage ~~ORTAGE~~ COUNTY, OHIO

EXHIBIT E

ESTATE OF Doris E. Carver

2020 MAY -6 AM 9:23

DECEASED

CASE NO. 2020 ES 161

ROBERT W. BERGER, JUDGE  
COMMON PLEAS COURT  
PORTAGE COUNTY, OHIO

APPLICATION FOR AUTHORITY TO ADMINISTER ESTATE

[R.C. 2109.02 and 2109.07]

[For Executors and all Administrators; attach supplemental application for ancillary administration, if applicable]

Applicant states that decedent died on November 5, 2019

Decedent's domicile was 8465 State Route 224

Deerfield	Street Address	Portage
City or Village, or Township if unincorporated area	Ohio	County
Post Office	State	Zip Code
		4441

Applicant asks to be appointed Executrix of decedent's estate. [Check whichever of the following are applicable] - ☐ To applicant's knowledge, decedent did not leave a Will - ☒ Decedent's Will has been admitted to probate in this Court - ☐ A supplemental application for ancillary administration is attached.

Attached is a list of the surviving spouse, children, next of kin, and legatees and devisees, known to applicant, which list includes those persons entitled to administer the estate.

The estimated value of the estate is:

Personal property.....	\$ 286,750.00
Annual real property rentals.....	\$ 0.00
Subtotal, personalty and rentals.....	\$ 286,750.00
Real Property.....	\$ 0.00
Total estimated estate.....	\$ 286,750.00
Applicant owes the estate.....	\$
The estate owes applicant.....	\$ 8500.00

[Check one of the following four paragraphs]

- ☒ Applicant says that decedent's Will requests that no bond be required, and therefore asks the Court to dispense with bond.
- ☐ Applicant is a trust company duly qualified in Ohio, and bond is dispensed with by law.

CASE NO. 2020 ES161

☐ Applicant is decedent's surviving spouse and is entitled to the entire net proceeds of the estate, or applicant is the next of kin entitled to the entire net proceeds of the estate and there is no will. Bond is dispensed with by law.

☐ Applicant offers the attached bond in the amount of \$ \_\_\_\_\_.

Applicant accepts the duties of fiduciary in the estate imposed by law, and such additional duties as may be required by the Court. Applicant acknowledges being subject to removal as fiduciary for failure to perform such duties as required, and also acknowledges being subject to criminal penalties for improper conversion of any property held as fiduciary.

Douglas Kehres  
Attorney for Applicant

Douglas Kehres

Typed or Printed Name

638 West Main Street

Address

Ravenna, OH 44266

330-296-6742

Phone Number (include area code)

Attorney Registration No. 0024829

Laura A. Lindberg  
Applicant

Laura Lindberg

Typed or Printed Name

8465 State Route 224

Address

Deerfield, OH 44411

330-720-5584

Phone Number (include area code)

## WAIVER OF RIGHT TO ADMINISTER

[R.C. 2113.06]

The undersigned, being persons entitled to administer decedent's estate, and whose priority of right to do so is equal or superior to that of applicant, hereby waive appointment to administer the estate.

PORTAGE COUNTY  
FILED

2020 JUN 15 PM 3:14

ROBERT W. BEYER, JUDGE  
CLERK OF PROBATE COURT  
PROBATE DIVISION

## ENTRY SETTING HEARING AND ORDERING NOTICE

The Court sets FORTHWITH, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. as the date and time for hearing the application for authority to administer decedent's estate. The Court orders notice to take or renounce administration to be given those persons entitled to administer decedent's estate, whose priority of right to do so is equal or superior to that of applicant, and who have not waived appointment to administer the estate.

Date

6/15/2020



Robert W. Beyer  
OFFICIAL SIGNATURE

Probate Judge

PORTAGE COUNTY  
FILED

EXHIBIT F

PROBATE COURT OF PORTAGE COUNTY, OHIO

ESTATE OF DORIS E. CARVER

2020 NOV 23 AM 9:09

DECEASED

CASE NO. 2020 ES 161

ROBERT W. BERGER, JUDGE  
COMMON PLEAS COURT  
PROBATE DIVISION

INVENTORY AND APPRAISAL

[R.C. 2115.02 and 2115.09]

To the knowledge of the fiduciary the attached schedule of assets in decedent's estate is complete. The fiduciary determined the value of those assets whose values were readily ascertainable and which were not appraised by the appraiser, and that such values are correct.

The estate is recapitulated as follows:

Tangible personal property.....\$ 922.00

Intangible personal property.....\$ 284,571.66

Real property.....\$

Total.....\$ 285,493.66 ✓

First automobile transferred to surviving spouse under R.C. 2106.18 value \$

Second automobile transferred to surviving spouse under R.C. 2106.18 value \$

Total value [not to exceed \$40,000.00].....\$

Insofar as it can be ascertained, an Ohio Estate Tax Return ☐ will. ☐ will not be filed.

☐ The fiduciary is also the surviving spouse of the decedent and waives notice of the taking of the inventory.

Attorney

Fiduciary

Attorney Registration No. 0024829

APPRAISER'S CERTIFICATE

The undersigned appraiser agrees to act as appraiser of decedent's estate and to appraise the property exhibited truly, honestly, impartially, and to the best of the appraiser's knowledge and ability. The appraiser further says that those assets whose values were not readily ascertainable are indicated on the attached schedule by a check in the "Appraised" column opposite each such item, and that such values are correct.

N/A  
Appraiser

CASE NO. 2020 ES 161

**WAIVER OF NOTICE OF TAKING OF INVENTORY**  
[R.C. 2115.04]

The undersigned surviving spouse hereby waives notice of the time and place of taking the inventory of decedent's estate.

N/A  
Surviving Spouse

**WAIVER OF NOTICE OF HEARING ON INVENTORY**  
[Use when notice is required by the Court or deemed necessary by the fiduciary]

The undersigned, who are interested in the estate, waive notice of the hearing on the inventory.

Laura A. Lindberg

LAURA A. LINDBERG

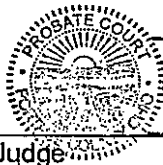
**ENTRY SETTING HEARING**

The Court sets December 23, 2020 at 11 o'clock P.M. the date  
and time for hearing the inventory of decedent's estate.

Nov 24, 2020

Date

Probate Judge



Robert W. Berge  
OFFICIAL-SIGNATURE

2020 NOV 24 PM 2:00  
ROBERT W. BERGE, CLERK  
COMMON PLEAS COURT  
PROBATE DIVISION  
PORTAGE COUNTY  
FILED



Page 2 of 2 pages..

[illegible]

Laura A. Lindberg  
Fiduciary