

# ALTA Commitment for Title Insurance

## VX739213



Issued By Old Republic National Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


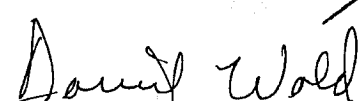
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Issued through the Office of  
**HYDE & HYDE LLC**

  
\_\_\_\_\_  
Authorized Signatory

ORT Form 4690 8-1-16  
ALTA Commitment for Title Insurance

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Old Republic National Title Insurance Company  
124 One Madison Plaza, Suite 2100  
Madison, MS 39110**

VX739213

Issued by: **Hyde & Hyde, LLC**, Agent #: **M01114**

Address: 123 Court Street, Evergreen, AL 36401-0605

File Number: **Parcel 6**

Commitment No: **VX739213**

**SCHEDULE A**

1. Effective Date: **9/27/2017 at 8:00 AM**

2. Policy or Policies to be issued:

a. Loan Policy: **N/A** Amount: **N/A**

Proposed Insured: **N/A**

b. Owner's Policy: **Owner's Policy (06-17-06)** Amount: **\$0.00**

Proposed Insured: **TBD**

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

**The Edwin McIntyre Co., Inc.**

5. Purchaser: **TBD**

6. The Land referred to in this Commitment is situated in Conecuh County, State of AL and is described as follows:

**See Exhibit "A" attached hereto and made a part hereof.**

**SCHEDULE B - SECTION I**

**Requirements**

All of the following Requirements must be met:

**Item 1.** The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the land. The Company may then make additional Requirements or Exceptions.

**Item 2.** Pay the agreed amount for the estate or interest to be insured.

**Item 3.** Pay the premiums, fees, and charges for the Policy to the Company.

**Item 4.** Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.

Execution and recordation without intervening rights of a Warranty Deed by the present owner (and spouse, when required by law) conveying the Land to the purchaser.

**Item 5.** Furnish satisfactory evidence that there are no outstanding mechanics' or materialmen's liens against the property. Examine parties carefully, and attach owners' and contractors' affidavits where there has been construction during the statutory period for liens.

**Item 6.** Payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable.

**Item 7.** Secure and return executed Notice of Availability of Owner's Insurance.

**Item 8.** Proper satisfaction, cancellation or release of the Land from security instrument executed by Edwin McIntyre & Co., Inc., to Bank of Evergreen, recorded in Mortgage Book 2003, Page 5356; which mortgage was modified by instrument recorded in Mortgage Book 2009, Page 537, all recording being in the Office of the Judge of Probate of Conecuh County, Alabama.

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**Item 9.** Proper satisfaction, cancellation or release of the Land from security instrument executed by Edwin McIntyre & Co., Inc., to Bank of Evergreen, recorded in Mortgage Book 2004, Page 355; which mortgage was modified by instruments recorded in Mortgage Book 2004, Page 1018 and Mortgage Book 2009, Page 537, all recording being in the Office of the Judge of Probate of Conecuh County, Alabama.

**Item 10.** Proper satisfaction, cancellation or release of the Land from security instrument executed by Edwin McIntyre & Co., Inc., to Bank of Evergreen, recorded in Mortgage Book 2004, Page 1895; which mortgage was modified by instrument recorded in Mortgage Book 2009, Page 537, all recording being in the Office of the Judge of Probate of Conecuh County, Alabama.

## **SCHEDULE B - SECTION II**

### **Exceptions**

This Commitment does not republish any covenant, condition, restriction or limitation contained in any document referred to in this Commitment to the extent that the specific covenant, condition, restriction or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

The Owner's Policy (06-17-06) will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**Item 1.** Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

**Item 2.** Those taxes and special assessments that become due or payable subsequent to Date of Policy.

**Item 3.** Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on, and under the Land.

**Item 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.

**Item 5.** 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.

**Item 6.** Easements or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the public records.

**Item 7.** Rights or claims of parties in possession not shown by the public records.

**Item 8.** Ingress and egress easement 15 feet in width along the West line of the Land, as shown on the survey of Jon J. Bush PLS, dated August 10, 2017.

**Item 9.** Encroachment of a fence on the Southeast corner of the Land, as shown on the survey of Jon J. Bush PLS, dated August 10, 2017.

**Item 10.** No coverage is afforded hereunder as to the specific amount of acreage referred to in the legal description under Schedule A.

## EXHIBIT "A"

### Parcel 6

Commencing at the intersection of the East right of way of Mimosa Street and the North right of way of U.S. Highway #84, said point being a 1/2" rebar with cap (BLS-CA673LS), and run thence North 64 degrees 04 minutes 34 seconds East along said North right of way for a distance of 19.87 feet to a point; thence run along said North right of way with a curve turning to the right (A=192.49', R=1127.34') a chord bearing of North 68 degrees 58 minutes 03 seconds East for a chord distance of 192.25 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run along said North right of way with a curve turning to the right (A=80.71', R=1127.34') a chord bearing of North 75 degrees 54 minutes 37 seconds East for a chord distance of 80.70 feet to a point; thence run North 77 degrees 57 minutes 41 seconds East along said North right of way for a distance of 54.88 feet to a 1/2" rebar with cap (BLS-CA673LS); thence continue North 77 degrees 57 minutes 41 seconds East along said North right of way for a distance of 138.47 feet to a 1/2" rebar with cap (BLS-CA673LS); thence continue North 77 degrees 57 minutes 41 seconds East along said North right of way for a distance of 79.25 feet to a 1/2" rebar with cap (BLS-CA673LS); thence continue North 77 degrees 57 minutes 41 seconds East along said North right of way for a distance of 54.11 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run along said North right of way with a curve turning to the left (A=128.74', R=580.16') a chord bearing of North 65 degrees 33 minutes 04 seconds East for a chord distance of 128.47 feet to a 1/2" rebar with cap (BLS-CA673LS); thence leaving said North right of way run North 51 degrees 15 minutes 34 seconds West for a distance of 127.68 feet to a 1/2" rebar with cap (BLS-CA673LS) and the point of beginning of the parcel herein described; thence run North 39 degrees 57 minutes 59 seconds East for a distance of 202.83 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run North 48 degrees 35 minutes 42 seconds West for a distance of 193.45 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run South 44 degrees 13 minutes 10 seconds West for a distance of 136.62 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run North 47 degrees 34 minutes 58 seconds West for a distance of 121.77 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run South 43 degrees 49 minutes 55 seconds West for a distance of 20.67 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run South 19 degrees 57 minutes 23 seconds East for a distance of 250.45 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run North 90 degrees 00 minutes 00 seconds East for a distance of 107.26 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run South 51 degrees 15 minutes 34 seconds East for a distance of 27.65 feet to the point of beginning. Said parcel lying in and being part of the East Half of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama and containing 1.25 acres more or less.

### 30 Foot Easement

A 30 foot wide easement for ingress and egress being more particularly described as follows:

Commencing at the intersection of the East right of way of Mimosa Street and the North right of way of U.S. Highway #84, said point being a 1/2" rebar with cap (BLS-CA673LS), and run thence North 64 degrees 04 minutes 34 seconds East along said North right of way for a distance of 19.87 feet to a point; thence run along said North right of way with a curve turning to the right (A=192.49', R=1127.34') a chord bearing of North 68 degrees 58 minutes 03 seconds East for a chord distance of 192.25 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run along said North right of way with a curve turning to the right (A=80.71', R=1127.34') a chord bearing of North 75 degrees 54 minutes 37 seconds East for a chord distance of 80.70 feet to a point; thence run North 77 degrees 57 minutes 41 seconds East along said North right of way for a distance of 54.88 feet to a 1/2" rebar with cap (BLS-CA673LS); thence continue North 77 degrees 57 minutes 41 seconds East along said North right of way for a distance of 138.47 feet to a 1/2" rebar with cap (BLS-CA673LS); thence continue North 77 degrees 57 minutes 41 seconds East along said North right of way for a distance of 79.25 feet to a 1/2" rebar with cap (BLS-CA673LS); and the point of beginning of the easement herein describe; Said easement being 30 feet in width and lying 15 feet either side of the following described centerline; thence leaving said North right of way run North 19 degrees 54 minutes 32 seconds West for a distance of 171.93 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run North 19 degrees 57 minutes 23 seconds West for a distance of 250.45 feet to a 1/2" rebar with cap (BLS-CA673LS) and the point of ending of said easement. Said easement lying in and being part of the East Half of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama.