



COMMITMENT FOR TITLE INSURANCE

Issued By

CHICAGO 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 EXTRACTIONAL 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, *Chicago Title Insurance Company*, a(n) 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 30 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

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- (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; [and]
 - (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.

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- (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.

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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Transaction Identification Data for reference only:

Issuing Agent: Paul Randall
Issuing Office: Randall, Segrest, Weeks & Reeves, PLLC
Issuing Office's ALTA® Registry ID: 1039268
Loan ID No.:
Commitment No.:
Issuing Office File No.: RS19-08-0842
Property Address: 4855 55 North, Jackson, MS 39206

SCHEDULE A

1. Commitment Date: August 28, 2019 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: A natural person or legal entity to be determined
Proposed Policy Amount: \$1,000.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: A natural person or legal entity to be determined
Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Deposit Guaranty National Bank
5. The Land is described as follows:

Tract I:

A part of the East one-half of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 13, Township 6 North, Range 1 East, lying in and being a part of the First Judicial District of Hinds County, Mississippi, and more particularly described as follows:

Begin at the Northeast corner of the intersection of the North line of the dedicated road or street along the South side of that certain property conveyed by W. P. Bridges to the Trustees of the Jackson Municipal Separate School District, with the East line of the road or street along the East side of said School property, as recorded in Deed Book 818, at Page 562; from said intersection run easterly along the North line of said road or street a distance of 150 feet to the Southwest corner of the Pan-Am Southern property as recorded in Deed Book 868, at Page 158; turn thence to the left through an angle of 89°58' and run Northerly along the West line of said Pan-Am Southern property and parallel with the road or street along the East side of the School property, for a distance of 295.9 feet to the Northwest corner of the Pan-Am Southern property and the point of beginning of the property herein described; continue thence Northerly on an extension of the last mentioned

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course, and parallel with the road or street along the East side of said School property for a distance of 348.2 feet to the Southwest corner of the D. F. Lyle property as recorded in Deed Book 930, at Page 253; turn thence to the right through an angle of 89°58' and run Easterly along the South line of said D. F. Lyle property for a distance of 360.9 feet to the new Right-of-Way line of U. S. Highway #51; turn thence to the right through an angle of 99°30' and run Southwesterly along the present Right-of-Way line of said U. S. Highway #51 for a distance of 353 feet to the North line of the Pan-Am Southern property; turn thence to the right through an angle of 80°30' and run Westerly along the North line of the Pan-Am Southern property for a distance of 302.9 feet to the point of beginning.

Together with a non-exclusive easement or right-of-way for the purposes of ingress and egress over the following described property:

A strip of land 20 feet wide, East and West, and 940 feet long, North and South, described as follows: Commence at the Southwest corner of the Pan-Am Southern property described above, thence North 940 feet to a point, which is the Northwest corner of the D. F. Lyle property described above, thence West for a distance of 20 feet to a point on a projection in a Westerly direction of the North line of the said Lyle property, thence South for a distance of 940 feet to a point which is 20 feet West of the Southwest corner of the said Pan-Am Southern property, thence East 20 feet to the point of beginning, being a part of Section 13, Township 6 North, Range 1 East.

This being the same easement conveyed by W. P. Bridges to Sidney D. Jones and Elizabeth M. Jones by instrument recorded in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, in Deed Book 1132, Page 513.

And being the same property as described in Warranty Deed recorded in Book 1736 at Page 457.

Tract II:

A certain parcel of land being situated in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 6 North, Range 1 East, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the South line of the dedicated road or street along the North side of that certain property conveyed by W. P. Bridges to the Trustees of Jackson Municipal Separate School District with the Western right of way line of U.S. Highway #51, said School property being described by a deed in Book 818 at Page 562 and the said road or street being described in Deed Book 818 at Page 564, both being recorded in the office of the Chancery Clerk, at Jackson, Mississippi. From said point of beginning run thence Southwesterly along the Western right of way line of said U.S. Highway #51 for a distance of 300 feet; turning to the right through an angle of 80 degrees 30 minutes run Westerly and parallel with the South line of the street along the North side of said School property for a distance of 396 feet to a point which is 150 feet East of the East line of the Street or road which runs along the East side of said School property; thence Northerly and parallel with the said street or road along the East side of said School property for a distance of 295.9 feet to the South line of the Street or road along the North side of said School property; turning thence to the right through an angle of 89 degrees 58 minutes and run Easterly along the south line of said street or road 445.2 feet to the point of beginning.

LESS AND EXCEPT, a parcel of land off of the entire East end of said property conveyed by D. F. Lyle, et al,

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to State Highway Commission of Mississippi recorded in the aforesaid office in Book 1044, Page 159.

And being the same property as described in Warranty Deed recorded in Book 1736 at Page 460.

CHICAGO TITLE INSURANCE COMPANY

RANDALL, SEGREST, WEEKS & REEVES,
PLLC,
a Mississippi professional limited liability
company



By:  President

ATTEST  Secretary

By: _____
R. Paul Randall, Jr.,
Member

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AMERICAN
LAND TITLE
ASSOCIATION



**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

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.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
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.
5. Payment of all taxes, charges, assessments, levied and assessed against the land, which are due and payable.
6. Execution of an Owner's and Contractor's Affidavit, Owner's/Seller's Affidavit, Notice of Availability of Owner's Title Insurance and Notice of Availability of Survey, all in forms acceptable to the Company.
7. If the Owner/Seller/Purchaser/Borrower is a limited liability company, satisfactory evidence must be furnished as to the proper formation of the Owner/Seller/Purchaser/Borrower, prior to closing this transaction together with proof as to the current good standing of said limited liability company. In addition, the certificate/articles of formation and any amendments thereto, operating agreement/by-laws of said limited liability company and certified copies of the resolutions of the governing member(s)/body of said limited liability company authorizing the transaction and designating the manager(s)/member(s)/officer who will execute the instruments, must be furnished. The resolution must set forth the consideration and the terms of the transaction. Upon review of said documents, the Company reserves the right to make such additional requirements as it may deem necessary.
8. If the Owner/Seller/Purchaser/Borrower is a corporation, satisfactory evidence must be furnished as to the proper incorporation of the Owner/Seller/Purchaser/Borrower prior to closing this transaction together with proof as to the current good standing of said corporation. In addition, the articles of incorporation and any amendments thereto, by-laws of said corporation and certified copies of the resolutions of the governing body of said corporation authorizing the transaction and designating the officers who will execute the instruments, must be furnished. The resolution must set forth the consideration and the terms of the transaction. Upon review of said documents, the Company reserves the right to make such additional requirements as it may deem necessary.
9. The Company reserves the right to make such additional requirements as it may deem necessary.
10. For information only

2018 Real Property Tax Information:

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Parcel ID: 511-636
2018 Amount: \$109,381.53
Status: Paid

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SCHEDULE B, PART 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 Policy 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:

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.
2. Any rights, interests, or claims of parties in possession of the land not shown by public records.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to all or any part of the land which now under water or which has previously been under water but filled or exposed through the efforts of man.
6. Taxes or special assessments not shown as liens by the public records.
7. 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.
8. Taxes and assessments for the current year and subsequent years.
9. The Company does not insure land lying within the bounds of public roads.
10. The Company does not insure the quantity of square footage or acreage of the land.
11. Easement for right of way executed by W. P. Bridges to Mississippi Power and Light Company, dated March 19, 1952, and recorded in Book 754, Page 523, in the aforesaid office.
12. Easement for right of way executed by W. P. Bridges to Mississippi Power and Light Company, dated August 27, 1957, and recorded in Book 1048, Page 75, in the aforesaid office.

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13. Easement for right of way executed by W. P. Bridges and W. D. Reimers to Mississippi Power & Light Company, dated November 29, 1957, and recorded in Book 1054, Page 550, in the aforesaid office.
14. The terms and conditions of those certain instruments executed to State Highway Commission of Mississippi recorded in Deed Book 566 at Page 565 thereof and in Deed Book 1044 at Page 159 an in Deed Book 1044 at Page 135, thereof, all in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi.
15. Right of way found in Warranty Deed recorded in Book 1132 at Page 513.

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