



**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 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 180 days 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.
- (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.

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# CHICAGO TITLE INSURANCE COMPANY

- (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.
- (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

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ALTA Commitment for Title Insurance 8-1-16

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# CHICAGO TITLE INSURANCE COMPANY

- (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 to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance 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. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.**

Countersigned:

Sean Kasper  
Dickason Law Group  
1801 Peachtree Street NE  
Suite 155  
Atlanta, GA 30309

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST President

Secretary

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# CHICAGO TITLE INSURANCE COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Dickason Law Group  
 Issuing Office: 1801 Peachtree Street NE, Suite 155, Atlanta, GA 30309  
 ALTA® Universal ID: 1079845  
 Loan ID Number:  
 Issuing Office File Number: GA-18-4082  
 Commitment Number: GA-18-4082  
 Revision Number:  
 Property Address: 1698 Jenkins Ferry Road, Martin, GA 30557

## SCHEDULE A

1. Commitment Date: 07/30/2018 at 08:00AM

2. Policy to be issued:

(a) ALTA Homeowner's Policy	\$100,000.00
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PROPOSED INSURED: Purchaser with Contractual Rights under a purchase agreement with vested owner identified at item 4.

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 Commitment Date vested in:

Gwinnett Community Bank by deed dated 09/06/2011 and recorded with Stephens County Recording Office on 09/16/2011 in Book 963, Page 193-195.

5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

**CHICAGO TITLE INSURANCE COMPANY**  
**By its Issuing Agent Dickason Law Group**

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**Sean Kasper, License#: 408555**  
 Authorized Signatory

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. In the Loan Policy to be issued, the company will insure against defects in the title which are filed for record during the period of time between the effective date of this commitment and the date of filing for record of the documents creating the estate or interest being insured, except for matters of which the insured has any knowledge. Any provisions in this commitment which are in conflict herewith are hereby deemed deleted.
6. Documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:  
  
Deed from Gwinnett Community Bank conveying the premises described in Schedule A herein, to Purchaser with Contractual Rights under a purchase agreement with vested owner identified at item 4.  
  
Security Deed from Purchaser with Contractual Rights under a purchase agreement with vested owner identified at item 4. to TBD securing the principal amount of \$0.00
7. Liens and judgments have been searched for names on title.
8. Taxes and Assessments for 2017 for the County of Stephens were Paid in the amount of \$373.96 on 11/14/2017 for Parcel No. 065D 007 (Due Annually on 11/15/2017).
9. The actual value of the estate or interest to be insured must be disclosed to the Company. If approved by the Company, the Proposed Policy Amount(s) will be revised to reflect the actual value to be insured and premiums will be charged consistent therewith. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the disclosure of the actual value to be insured. (Note: An Owner's policy must reflect the purchase price or full value of the Land. A Loan Policy must reflect the loan amount or value of the property as collateral.)
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the proposed insured.

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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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;(b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession in the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2018 and subsequent years, not yet due and payable.
7. Rights of tenants in possession.
8. All matters as shown on plat of survey recorded in Plat Book 11, Page(s) 157, aforesaid records.
9. NOTE: The Lender's Policy, when issued, will contain an Alta 8.1 Environmental Endorsement.  
NOTE: The Lender's Policy, when issued, will contain an Alta 9 Comprehensive Endorsement.

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**EXHIBIT A**  
**Property Description**

Issuing Office File No.: GA-18-4082

All that tract or parcel of land lying and being in the Big Smith (215) GMD, Stephens County, Georgia, containing 7.40 acres and being more particularly described as follows:

Beginning at an iron pin corner on the Southeast right of way of Jenkins Ferry Road adjacent to Tract 10 as shown on the plat hereinafter described; thence running along the Southeast right of way of Jenkins Ferry Road North 60 degrees 14 minutes East 100.00 feet and North 68 degrees 16 minutes East 151.38 feet to an iron pin corner adjacent to Tract 12; thence running along Tract 12 South 33 degrees 35 minutes East 1271.77 feet to an iron pin corner adjacent to property now or formerly owned by Dean; thence running along Dean property South 57 degrees 46 minutes West 251.00 feet to an iron pin corner adjacent to Tract 10; thence running along Tract 10 North 33 degrees 27 minutes West 1303.60 feet to the beginning iron pin corner and being known and designated as Tract 11 on a plat of survey for Jack Irvin and Jack Loudermilk by James A. Long, RS dated December 12, 1983, recorded in Plat Book 11, Page 157, Stephens County Plat Records, the description as contained therein being incorporated herein by reference.

Together with all and singular the rights, members and appurtenances thereto appertaining; also, all the estate, right, title, interest, claim or demand of the said, heirs, successors or assigns, legal, equitable or otherwise whatsoever, in and to the same.

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## CHAIN OF TITLE

The only conveyances affecting said land, constituting a twenty-four (24) month chain of title, are as follows:

1. A deed from Roy R. Richardson and Lana N. Richardson, acting through their duly appointed agent and attorney in fact, Gwinnett Community Bank to Gwinnett Community Bank dated 09/06/2011 and recorded on 09/16/2011 in Book 963 at Page 193-195 in the Official Records of the Stephens County Recording Office.
2. A deed from Ronnie Garmon and Joy Garmon to Roy R. Richardson and Lana N. Richardson dated 07/28/2006 and recorded on 08/02/2006 in Book 771 at Page 403-404 in the Official Records of the Stephens County Recording Office.

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