

ALTA Commitment for Title Insurance



VX810090

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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.



Issued through the Office of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signatory

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

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
1022 Highland Colony Parkway, Suite 200
Ridgeland, MS 39157**

VX810090

Issued by: Knowles & Sullivan, LLC, Agent #: M01107

Address: 400 Broad Street, Suite 105, Gadsden, AL 35901

File Number: Brock Property - Target Auction

Commitment No: **VX810090**

SCHEDULE A

1. Effective Date: 11/1/2019 at 4:30 p.m.

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: TBD

Proposed Insured: John Brock and wife, Ruth Brock

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:

John Brock and wife, Ruth Brock

5. Purchaser: N/A

6. The Land referred to in this Commitment is situated in St.Clair County, Alabama, 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. Payment in full of any and all ad valorem taxes for the year 2019.

SCHEDULE B - SECTION II

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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, which become due and 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 Public Records.

Item 8. The restrictive covenants filed for record, if any.

Item 9. Any mortgage, deed of trust, lease or lien created or assumed by the insured.

Item 10. Right of Way Deed For Public Road recorded in Book 2004, Page 4857.

Item 11. Surface Use Agreement and Right of Way Easement recorded in Book 2007, Page 4558.

EXHIBIT "A"

TRACT (3): BEGIN AT A "T" POST IN A ROCK PILE MARKING THE SW CORNER OF THE NW $\frac{1}{4}$ -SE $\frac{1}{4}$ IN SECTION 35, T-13-S, R-4-E, THENCE N00°26'35"E 971.54' ALONG THE WEST LINE OF SAID FORTY TO A 1/2" REBAR CAPPED(CA-497-LS), THENCE LEAVING SAID FORTY LINE N46°36'47"E 730.28' TO A 1/2" REBAR CAPPED(CA-497-LS), THENCE S79°42'59"E 234.15' TO A 1/2" REBAR CAPPED(CA-497-LS), THENCE S40°07'56"E 395.30' TO A 1/2" REBAR CAPPED(CA-497-LS), THENCE S49°43'20"W 1259.60' TO A 1/2" REBAR CAPPED(CA-497-LS), THENCE S00°26'35"W 315.41' TO A 1/2" REBAR CAPPED(CA-497-LS) ON THE SOUTH LINE OF SAID FORTY, THENCE N89°25'16"W 60.00' TO THE POINT OF BEGINNING, CONTAINING 14.21 ACRES MORE OR LESS.

and

TRACT (4): BEGIN AT A "T" POST IN A ROCK PILE MARKING THE NE CORNER OF THE SE $\frac{1}{4}$ -SW $\frac{1}{4}$ IN SECTION 35, T-13-S, R-6-E, THENCE S53°11'14"W 308.68' TO A MAGNETIC NAIL IN THE CENTER LINE OF DAVIS DRIVE (R/W UNKNOWN), THENCE N21°00'25"W 209.35' ALONG SAID CENTER LINE OF SAID DAVIS DRIVE (R/W UNKNOWN) TO A 1/2" REBAR ON THE NORTH LINE OF SAID FORTY, THENCE LEAVING SAID CENTER LINE OF SAID DAVIS DRIVE (R/W UNKNOWN) AND ALONG SAID FORTY LINE S88°08'17"E 322.35' TO THE POINT OF BEGINNING, CONTAINING 0.71 ACRES MORE OR LESS.

and

TRACT (5): Begin at a "T" post in a rock pile marking the SE Corner of the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ in Section 35, T-13-S, R-4-E, thence N 88° 08' 17" W 80.72' along the South line of said forty to a point, thence leaving said forty line N 43° 45' 28" E 117.63' to a point on the East line of said forty, thence S 00° 26' 35" W 87.59; along said forty line to the point of beginning, containing 0.08 acres more or less.

ALSO A 60' EASEMENT DESCRIBED AS FOLLOWS:

BEGIN AT A "T" POST IN A ROCK PILE MARKING THE SW CORNER OF THE NW $\frac{1}{4}$ -SE $\frac{1}{4}$ IN SECTION 35, T-13-S, R-4-E, THENCE N00°26'35"E 971.54' ALONG THE WEST LINE OF SAID FORTY TO A 1/2" REBAR CAPPED(CA-497-LS), THENCE LEAVING SAID FORTY LINE N46°36'47"E 83.18' TO A POINT, THENCE S00°26'35"W 1029.28 TO A 1/2" REBAR CAPPED(CA-497-LS) ON THE SOUTH LINE OF SAID FORTY, THENCE N89°25'16"W 60.00' ALONG SAID FORTY LINE TO THE POINT OF BEGINNING AND THE END OF SAID EASEMENT.