



# CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for Reference Only  
 Issuing Agent: Precision Title & Escrow, LLC  
 ALTA® Universal ID: 1139572  
 Commitment Number: 006916-0004  
 Property Address: 121 Drayton Alley, Montezuma, Macon County, Georgia 31063  
 Revision Number:

## SCHEDULE A

1. Commitment Date: May 27, 2019
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy w/ GA Modifications  
 Proposed Insured: \_\_\_\_\_  
 Proposed Policy Amount: \$ \_\_\_\_\_
  - (b) 2006 ALTA® Loan Policy w/ GA Modifications  
 Proposed Insured: \_\_\_\_\_  
 Proposed Policy Amount: \$ \_\_\_\_\_
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:  
  
**LSCG Fund 19-1, LLC, a Delaware limited liability company**  
  
 For informational purposes: by virtue of a Deed Under Power of Sale from Ferrell Owen, acting by and through his duly appointed agent and attorney-in fact, LSCG Fund 19, LLC, as assignee of Branch Banking and Trust Company, a Delaware limited liability company, dated March 5, 2019, filed March 14, 2019, recorded at Deed Book 556, Page 28, Macon County, Georgia Records.
5. The Land is described in Exhibit A attached hereto and made a part hereof

CHICAGO TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
 Carter L. Stout  
 Authorized Signatory

458559

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72C165B10

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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, to-wit:
  - (a) Limited Warranty Deed from LSCG Fund 19-1, LLC, a Delaware limited liability company to \_\_\_\_\_ conveying the Land; and
  - (b) Deed to Secure Debt from \_\_\_\_\_ in favor of \_\_\_\_\_

With regard to any instrument contemplated by this Commitment which is executed by a corporation, limited liability company, partnership, or other entity (an "Entity"), the Company must be furnished proof satisfactory of the following: (i) that the Entity has been properly formed and has not been terminated and that any required certificates have been duly recorded in the appropriate records; (ii) that the Entity is duly existing and in good standing under the laws of the state of its formation and is in good standing and properly qualified to conduct business in the State of Georgia; (iii) that the execution of the relevant instrument(s) by the Entity and the transaction contemplated by said instrument(s) has been duly authorized and that all necessary consents have been obtained; and (iv) that the individual or entity executing the instrument on behalf of an Entity has been duly authorized to act in his, her, or its capacity and holds the appropriate office or position in said entity as evidenced by appropriate certificates of incumbency or authority.

5. Payment of all taxes and assessment against the Land which are due and payable, to wit:
  - a. **2017 City of Montezuma** real property taxes are past due in the amount of \$647.22;
  - b. **2018 City of Montezuma** real property taxes are past due in the amount of \$628.52; and
  - c. **PLEASE NOTE: 2018 Macon County** real property taxes, Map No. 4023J 0004, have been paid in the amount of \$771.13; **2017 Macon County** real property taxes have been paid in the amount of \$771.15.
6. Payment of all charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Land is located has a lien.

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Note: This requirement cannot be satisfied solely by the production of an affidavit from the seller or borrower, but requires separate verification with the appropriate county, municipality and/or service provider.

7. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Standard Exceptions set forth on Schedule B, Part II:
  - (a) As to Exception Numbers 3 and 4: Receipt of a current accurate survey and surveyor's inspection report on the Land.
  - (b) As to Exception Number 5: Receipt of satisfactory proof in affidavit form establishing who is in possession of Subject Property, and under what right.
  - (c) As to Exception Number 6: (i) Satisfactory proof that improvements and/or repairs or alterations to the Land are completed; that contractors, subcontractors, laborers and materialmen are paid in full at the agreed price or (ii) if the loan is a construction loan, satisfactory proof that no work has begun, no materials delivered, no tools or equipment furnished and no services rendered on or with respect to the Land.
  - (d) As to Standard Exception Numbers 2 and 7: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of Subject Property as of the date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against Subject Property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.
8. The Company must be furnished with satisfactory proof that the Land in this transaction is not "commercial real estate" as defined in O.C.G.A. §44-14-600, et seq., or satisfactory proof in affidavit form from both the Seller and from the Buyer (or Borrower if there is no sale involved) (i) That no Broker's services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the subject Land and (ii) that no notice(s) of lien for any such services has been received. In the event that said affidavit(s) contain any qualification with respect to any such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified Broker(s) must be obtained.

NOTE: Where the possibility of a right to file a Broker's Lien(s) is determined and no lien waiver(s) or Estoppel Letter(s) is furnished to the Company, an exception as follows will be taken in the final policy: "Any Broker's lien, or right to a Broker's lien, imposed by law."
9. Disclosure to the Company in writing of the name(s) of any party(s) not referred to in this Commitment who will acquire an interest in the Land or who will make a loan on the Land. The Company reserves the right to make additional requirements and/or exceptions.

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10. Satisfactory proof to the Company in affidavit form that there are no rights, interest or claim that may exist, arise or be asserted under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
11. If any excepted deed to secure debt is a revolving or credit line security instrument, then the following requirements just be met to remove the exception from the final policy of insurance: (i) the amount secured by said security deed must be verified in writing by lender for final balance; (ii) the company must be supplied proof of payment of that amount from the loan proceeds; (iii) there must be an executed notice from the borrower to the lender stating that the line is closed and they will not accept future advances; and (iv) lien debt must be released or satisfied.

NOTE: UCC Financing Statements filed under current owner affecting only personal property are not reflected in this title commitment. Should this Information be required, please request a UCC Certification Letter and submit all names to be examined.

NOTE: As a matter of information only, O.C.G.A. Section 48-7-128 requires a purchaser to withhold 3% of the purchase price or consideration paid if the seller or transferor is a non-resident of the State of Georgia. The purchaser/settlement agent should determine if the seller is a non-resident of Georgia within the meaning of Subsection (a) of O.C.G.A. Section 48-7-128 and if the transaction is subject to the withholding requirement.

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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. All taxes for the year **2019** and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
3. 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.
4. Easements or claims of easements, not shown by the public records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. This policy does not insure the exact amount of acreage contained within the Land.
9. All matters as would be disclosed by a current, accurate survey and inspection of the Land.
10. Exception is taken to all county and municipal sewer bills or water bills which are not reduced to fifas recorded in the General Execution Docket.
11. Any mineral or mineral rights leased, granted or retained by current or prior owners.
12. Rights of upper and lower riparian owners in and to the waters of rivers, creeks or branches crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.

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- 13 Subject to a perpetual easement for driveway purposes as contained and more fully described in Deed Book 3-S, Page 534-535, Clerk's Office, Macon Superior Court.
14. Agreement on Ingress and Egress Easement by and between Frank Joiner and William Easterlin dated 8/1/1989 of record in Deed Book 75, Page 337, said Clerk's Office.
15. Matters of survey as shown on plat of record in Plat Book 12, Page 91, revised in Plat Book 12, Page 96, said Clerk's Office.
13. Exception is made for the rights of the railroad company servicing the railroad tracks located adjacent to Land in and to the ties, rails and other properties constituting said railroad spur track or in and to the use thereof, and the rights of others, if any, thereto entitled in and to the use thereof, and for any portion of subject property that may be claimed by the owner of the railroad adjacent on the east, under O.C.G.A. §§ 44-5-165 through 44-5-167 or 46-8-100.

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**Exhibit "A"**

All that tract or parcel of land lying and being in the City of Montezuma, Macon, County, Georgia, and more particularly described as follows:

Begin at a point where the Southern right of way margin of the Central of Georgia Railroad intersects the Northwestern right of way margin of a street sometimes called Drayton Street; thence South 23 degrees 20 minutes West along the Northwestern right of way margin of said Drayton Street a distance of 203.70 feet to a point on the Northern right of way margin of an abandon railroad tract line; thence, South 80 degrees, 31 minutes West a distance of 160 feet chord to a point; thence South 75 degrees 18 minutes West a distance of 92 feet chord to a point; thence North 17 degrees 42 minutes West a distance of 67.45 feet to a point on the Southern right of way of said Central of Georgia Railroad; thence, North 63 degrees 38 minutes East a distance of 388.40 feet to the Point of Beginning, containing 0.766 acres according to a plat of survey by Kenneth Earl Dunmon, Georgia Registered Land Surveyor #1526, dated July 26, 1989 and recorded in Plat Book 12, Page 91, Macon County, Georgia Records.

The description of said 0.766 acres according to said plat is hereby by reference made a part hereof.

LESS AND EXCEPT 0.03 acres sold to City of Montezuma, of record in Deed Book 165, Page 266, aforesaid records.

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