

20191257031 File No .:

# 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 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, 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.

CHICAGO TITLE INSURANCE COMPANY

Community Abstract and Title, Inc. 1841 E Highland Dr Apt B Jonesboro, AR 72401-6145 Tel:870-931-5500

Fax:866-839-8071

By:

President

Attest:

Secretary

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

72C276B0400 72C276B0400 ALTA Commitment For Title Insurance 08/01/2016 180 days 04/02/2018 C276B\_ AR Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

#### **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; and
  - f. Schedule B, Part II-Exceptions; and
  - 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

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- 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.

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File No.: 20191257031

Transaction Identification Data for reference only:

Issuing Agent:

Community Abstract and Title, Inc. - Jonesboro Branch

Issuing Office:

203 South Pruett Street, Paragould, AR 72450

Issuing Office's ALTA® Registry ID: 0040036

040036

Loan ID Number:

N/A

Commitment Number:

20191257031

Issuing Office File Number:

20191257031

Property Address:

PIT192010 - 4902 E Nettleton Ave., Jonesboro, AR 72401

Revision Number:

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.

This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.

No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.

1. Commitment Date: July 17, 2019 at 8:00 A.M.

2. Policy to be issued:

**Proposed Policy Amount** 

\$1,000.00

Proposed Insured:

(a) ALTA Owner's Policy

Purchaser with contractual rights under a purchase agreement with the vested owner(s)

identified at Item 4 below

Standard

(b) ALTA Loan Policy

Proposed Insured:

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 hereof vested in:

Regions Bank, successor in interest to Bank of Northeast Arkansas, Jonesboro, Arkansas

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CHICAGO TITLE INSURANCE COMPANY

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# EXHIBIT "A" LEGAL DESCRIPTION

Lots 10, 11 and 12 of Howard's Addition to the City of Jonesboro (formerly Town of Nettleton), Arkansas as shown by Plat of record in Book 10 Page 390 at Jonesboro, Craighead County, Arkansas.

#### LESS AND EXCEPT:

Part of Lot 12 of Howard Addition being a part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 14 North, Range 4 East, Craighead County, Arkansas more particularly described as follows: Beginning at a point being used as the Southwest corner Lot 12 of Howard Addition; thence North 33°06'39" East along the East right of way line of Watt Street as established by the Plat of Howard Addition recorded in Plat Book 10 Page 390, a distance of 106.85 feet to a point on the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by AHTD Job 100824; thence South 25°44'54" West along said right of way line a distance of 79.55 feet to a point; thence South 11° 16'08" East along said right of way line a distance of 41.28 feet to a point on the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by the Plat of Howard Addition recorded in Plat Book 10 Page 390; thence North 54°37'51" West along said right of way line a distance of 39.09 feet to the point of beginning and containing 0.03 acres (1099 sq. ft.) more or less, as shown on AHTD plans referenced as Job 100824.

#### ALSO LESS AND EXCEPT:

Part of Lot 10 of Howard Addition being a part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 14 North, Range 4 East, Craighead County, Arkansas more particularly described as follows: Commencing at a point being used as the Southwest corner Lot 12 of Howard Addition; thence South 54°37′51" East along the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by the Plat of Howard Addition recorded in Plat Book 10 Page 390, a distance of 116.00 feet to a point on the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by AHTD Job 100824 for the POINT OF BEGINNING; thence North 23°22'39" East along said right of way line a distance of 11.92 feet to a point; thence South 66°36'26" East along said right of way line a distance of 12.00 feet to a point; thence South 07°17'35" West along said right of way line a distance of 16.04 feet to a point on the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by the Plat of Howard Addition recorded in Plat Book 10 Page 390; thence North 54°37'51" West along said right of way line a distance of 16.81 feet to the point of beginning and containing 191 sq. ft., more or less, as shown on AHTD plans referenced as Job 100824.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

# ISSUED BY Chicago Title Insurance Company

### Requirements

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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. Warranty Deed executed by designated officer(s) of Regions Bank, successor in interest to Bank of Northeast Arkansas, Jonesboro, Arkansas, in favor of a party with contractual rights under a purchase agreement with the vested owner(s) indentified in Schedule A, Item 4 herein.
- 6. Our search did not disclose any open Mortgages or Deeds of Trust of record. If you should have knowledge of any outstanding obligations, contact the Title Department immediately for further review prior to closing.
- 7. The Company requires for its review a copy of the articles of incorporation and bylaws, a satisfactory resolution of the Board of Directors authorizing the proposed transaction, Shareholders Resolution where applicable, and a Good Standing Certificate evidencing that the corporation is in good standing in the state of its incorporation. At the time the Company is furnished these items, the Company may make additional requirement or exceptions.
- 8. If the proposed transaction is based upon a power of attorney, the power of attorney, deed, and affidavit of attorney in fact must be furnished for review and must be recorded. The Company must be furnished acceptable proof that the power is in effect and is exercised while the principal is alive, that the power remains in effect and that the power of attorney has not been revoked at the time of execution, delivery and recording of the deed. At that time, the Company may make additional requirements or exceptions.
- 9. Affidavit by Seller must be completed, signed before a Notary Public and returned to our office prior to issuance of the final Policy.
- 10. Affidavit by Buyer must be completed, signed before a Notary Public and returned to our office prior to issuance of the final Policy.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

# ISSUED BY **Chicago Title Insurance Company**

## **Exceptions**

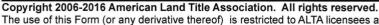
File No.: 20191257031

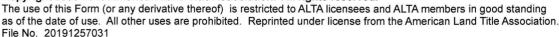
THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

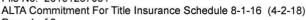
The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 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. Rights or claims of parties in possession not shown by the Public Records.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the land.
- 5. 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.
- 6. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 7. All taxes for the year 2019 and subsequent years.
- 8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 9. General Taxes for the year 2017, and prior years are paid; General Taxes for the year 2018, now due and payable. Parcel #01-144271-01400 (\$7,369.43 due)
- 10. Drainage District #20 Taxes for the year 2018, and prior years are paid; Drainage District #20 Taxes for the year 2019, now due and payable. Parcel #01-144271-01400 (\$5.43 due)
- 11. Easements, right of ways, and all other matters shown on that certain Plat of Howard's Addition to the Town of Nettleton (now Jonesboro), Arkansas dated November 17, 1891 and filed for record October 11, 1889 in Book 10 Page 390.
- 12. Loss arising from security interest evidenced by financing statements filed of record, as of the effective date hereof, under the ARKANSAS UNIFORM COMMERCIAL CODE and Judgment Liens and other liens of record in

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

**ISSUED BY** 

# **Chicago Title Insurance Company**

## **Exceptions**

any UNITED STATES DISTRICT COURT or BANKRUPTCY COURT, in the State of Arkansas, as of the effective date hereof.

- 13. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
- 14. Any inaccuracy in the area, square footage, or acreage of the land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

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File No.: 20191257031

#### 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; 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.

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File No.: 20191257031

#### 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

- (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.
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## IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

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#### **PRO-FORMA POLICY** 8.

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.

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# ENDORSEMENT ATTACHED TO POLICY NUMBER PROFORMA ISSUED BY

# **Chicago Title Insurance Company**

File No.: 20191257031

Conditions Section 13, entitled Arbitration, is hereby modified so as to remove the Company's right to demand arbitration.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

# **Chicago Title Insurance Company**

Countersigned by:

Van Winton License #8617715

Community Abstract and Title, Inc. -Jonesboro Branch 203 South Pruett Street Paragould, AR 72450

Agent ID:

# ENDORSEMENT ATTACHED TO POLICY NUMBER PROFORMA ISSUED BY

# **Chicago Title Insurance Company**

File No.: 20191257031

Conditions Section 14, entitled Arbitration, is hereby modified so as to remove the Company's right to demand arbitration.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

# **Chicago Title Insurance Company**

Countersigned by:

Van Winton License #8617715

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