

**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Old Republic National Title Insurance Company*

**SCHEDULE A**

**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: **March 10, 2020, 08:00 am**

2. Policy to be issued:  
(a) 2006 ALTA® Owner's Policy

Proposed Insured: **TBD**  
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy

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 Effective Date vested in:

**Keith Jones and Florestine Jones**

5. The land referred to in this Commitment is described as follows:

**The North Half of the South Half of the Southeast Quarter of the Northwest Quarter of Section 10, Township 16 South, Range 23 West, containing 10 acres more or less.**

**Reserving to the Grantor in Deed Book F-30 at Page 434 (Evelyn Knighton Rogers) all the Oil, Gas and Minerals in, on, and under the above described land.**

*Countersigned by:* Lenders Title Company 3761 N Mall Avenue, Suite 1 Fayetteville, AR 72703  
Arkansas Title Agency License No. 100111646



*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.*

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By: Susan Elizabeth McCord Title Agent License No.: 10200130

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### SCHEDULE B 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. Furnish executed Owner's Disclosure & Agreement.
6. Payment of the General Taxes for the year 2019; Parcel # 001-01109
7. Submit a Final Order from the U.S. District Court Authorizing the Receiver to Sell the Subject Property free and clear of all liens and/or claims of creditors. Subject to Exceptions of time for approval of final order Authorizing sale of subject property.
8. Warranty Deed from GlasRatner Advisory & Capital Group, LLC, by Joel Murovitz, receiver in United States District Court for the Northern District of Georgia, Atlanta Division, in case styles Bank of America, N.A, Plaintiff v. Keith D, Jones, Florestine Evans Jones, et al., Case Number 1:20-cv-00122-TCB as shown in United States District Court for the Western District of Arkansas in Number 4:20-mc-001-SOH vesting fee simple title in "To Be Determined".

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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. Standard Exceptions:
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.
  - (d) 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.
3. Loss arising from any Oil, Gas or Mineral interests, conveyed, retained, assigned or any activity on or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.
4. Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real property records of the county in which the property is located.
5. Taxes and assessments for the year(s) 2019 and thereafter, which are not yet due and payable, plus any penalties and interest which may accrue.
6. Special assessments for the Stamps Fire Tax for 2019 and subsequent years, which are

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not yet due and payable.

7. Timberland taxes for the years 2019 and thereafter.
8. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
9. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The Company does not insure the area, square footage, or acreage of the land.
10. A reservation of Oil, Gas, and Minerals in, on and under the subject property by document recorded March 18, 1994 in Book F-30 at Page 434, together with the appurtenant rights to use the surface of the land. Activity on or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes. The Company makes no representation as to the present ownership of this interest.

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