 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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, **First American Title Insurance Company**, a Nebraska 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.

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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.

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.

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- (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

Arbitration provision intentionally removed.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: John A. Baggett

Issuing Office's ALTA® Registry ID: 1165638

Commitment No.: E-5929

Property Address: 2745 Government Blvd & 2751 Government Blvd, Mobile, AL 36606

Revision No.:

Issuing Office: Statewide Title Services, Inc.

Loan ID No.:

Issuing Office File No.: E-5929

SCHEDULE A

1. Commitment Date: **10/12/2023 at 8:00 AM**
2. Policy to be issued:
 - (a) ALTA Owner's Policy (7-1-21)
 - Proposed Insured: **A natural person or legal entity to be determined**
 - Proposed Policy Amount: **\$1,000.00**
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in:
 - Wells Fargo Bank, National Association**
5. The Land is described as follows:
 - Property description set forth in Exhibit A attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
 Authorized Signatory
 John A. Baggett, License #: 659550
 Statewide Title Services, Inc., License No. 0188509

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: E-5929

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.

Duly authorized and executed Deed from Wells Fargo Bank, National Association, to A natural person or legal entity to be determined, to be executed and recorded at closing.

Duly Authorized Corporation Warranty Deed from Wells Fargo Bank, National Association to the designated purchaser. Said Corporation Warranty Deed to be executed in accordance to a proper resolution.

Said deed to stated that Wells Fargo Bank, National Association is the successor corporation to Commercial Guaranty Bank of Mobile, the grantee in that certain deed recorded in Real Property Book 1334, Page 794 in the Probate Office of Mobile County, Alabama.


NOTE: Proper completion and attestation of the Real Estate Sales Validation Form and submission to the Judge of Probate in accordance with Code of Alabama (1975), Section 40-22-1. This requirement may otherwise be satisfied by including on the conveyance document the grantor's name and mailing address, grantee's name and mailing address, property address, date of sale and total purchase price.

5. The name(s) of the Proposed Insured under each Policy to be issued pursuant to this Commitment must be disclosed to the Company and, subject to approval by the Company, entered as the Proposed Insured on Schedule A of this Commitment. Until the identity of the Proposed Insured is determined and entered on Schedule A hereof, this Commitment shall be an incomplete DRAFT only, subject to further change by the Company, in the Company's sole discretion.

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	ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: E-5929

SCHEDULE B, PART I


Requirements (Continued)

- 6. Because the subject property is commercial property (which is all property other than a single family residential home, a mobile home, a residential lot, a townhouse, a condominium or property conveyed to a governmental entity or to a utility) we require the following: A sworn statement from both the Seller(s) and the Purchaser(s) that there is not unpaid or disputed real commission, all compensation due or to become due under any listing, agency or other brokerage agreement has been paid or has been waived in writing by the potential lien claimant, and there has been no written notice received concerning any unpaid real estate commission which could give rise to a Broker's Lien under Act. #98-160, regular Session, 1998, Alabama Legislature (Sec. 35-11-450 et seq, Code of Alabama, 1975).
- 7. Satisfactory proof that all assessments for Fire District dues have been paid or that subject property does not lie within a constituted Fire District. Otherwise, exception will be made on the Final Policy.
- 8. Statement from the proper authority stating that there are no unpaid municipal improvement assessments against subject property or same will be excepted from the final policy to be issued hereunder.
- 9. Proper payment of 2023 taxes under Parcel ID Number 29 09 51 0 003 004.XXX in the amount of \$5,824.52.

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Schedule BI	

Commitment No.: E-5929

SCHEDULE B, PART I

Requirements (Continued)

- NOTE 1: Taxes for the year 2023 are PAID under Parcel ID Number 29 09 51 0 003 004.XXX in the amount of \$9,205.26.
The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the tax assessor or by the County's Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said County authority.
- NOTE 2: All papers are to be filed for record in the Probate Office of Mobile County, Alabama. (The documents to be recorded are required to be filed in a timely manner. The ALTA BEST PRACTICES require said documents to be recorded within two (2) business days of the disbursement.)
- NOTE 3: Please forward a copy of all recorded documents in this transaction at your earliest convenience.
- NOTE 4: Alabama Code Section 40-18-86 requires the purchaser to withhold a percentage of the proceeds from the sale or transfer of real estate by non residents of the State of Alabama. The purchaser should determine if the seller is a non resident of Alabama within the meaning of Code Section 40-18-86 and if the transaction is subject to the withholding requirement.
- NOTE 5: STATEWIDE TITLE SERVICES, INC. incorporates the Privacy Policy Notice as specifically set out in the attached notice.
- NOTE 6: A bankruptcy search has not been performed and no liability is assumed hereunder for matters relating to same.
- NOTE 7: Alabama state law, effective August 1, 2023, prohibits ownership of real property by certain foreign principals. This law can be found at Act 2023-332. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy. If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BII	

Commitment No.: E-5929

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, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
3. (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.
4. Any facts, rights, interests, or claims that are not shown in the Public Records, but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
5. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
6. 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.
7. Any lien, or right to a lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the Public Records.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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Schedule BII	

Commitment No.: E-5929

SCHEDULE B, PART II

Exceptions (Continued)

9. Pole line permit granted Alabama Power Company by C. L. Fultz and Elsimore Fultz dated March 3, 1954 and recorded June 21, 1954 in Deed Book 602, Page 240, Probate Court Records of Mobile County, Alabama.

10. Pole line permit granted Alabama Power Company by Mr. & Mrs, C.L. Fultz, dated October 3, 1962, recorded February 21, 1963 in Real Property Book 399, Page 127, Probate Court Records of Mobile County, Alabama.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Exhibit A

Commitment No.: E-5929

The Land referred to herein below is situated in the County of Mobile, State of Alabama, and is described as follows:

Beginning at the intersection of the South right-of-way line of Fairway Drive with the West right-of-way line of McRae Avenue, Mobile County, Alabama, run Southwardly along said West line of McRae Avenue 214.60 feet to the Northeast corner of property conveyed to Ham, Inc., by Deed dated August 30, 1962 and recorded in Real Property Book 355 Page 36 of the Probate Court Records of Mobile County, Alabama; thence with an interior angle of 90 degrees 12 minutes 30 seconds run Westwardly along the North line of property of Ham, Inc., a distance of 275.38 feet to the Northwest corner of said property of Ham, Inc., said point being on the East right-of-way line of U. S. Highway 90; thence with an interior angle of 64 degrees 21 minutes 30 seconds run Northeastwardly along said East line of U. S. Highway 90, a distance of 225.0 feet to a point on the South line of Fairway Drive as widened as a part of the construction of U. S. Highway 90; thence with an interior angle of 116 degrees 11 minutes 30 seconds run Eastwardly along said South line of Fairway Drive, as widened, 28.62 feet; thence with an interior angle of 269 degrees 14 minutes 30 seconds and continuing along said South line of Fairway Drive as widened, run Northwardly parallel with the West line of McRae Avenue, 10.00 feet; thence with an interior angle of 90 degrees 45 minutes 30 seconds run Eastwardly along the South line of Fairway Drive, 150.00 feet to the point of beginning.



Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy (“Policy”) describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”).

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

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REAL
PROP 1334 PAGE 794

WARRANTY DEED

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, That, Commercial Guaranty Building Corporation, a corporation, the Grantor, in consideration of TEN (\$10.00) DOLLARS cash in hand paid to it by Commercial Guaranty Bank of Mobile, an Alabama banking corporation, the Grantee, receipt of which is hereby acknowledged, this day bargained and sold and by these presents does hereby grant, bargain, sell and convey unto the said Grantee, all that real property in the County of Mobile, State of Alabama, described as follows, to-wit:

Beginning at the intersection of the South right-of-way line of Fairway Drive with the West right-of-way line of McRae Avenue, Mobile County, Alabama, run Southwardly along said West line of McRae Avenue 214.60 feet to the Northeast corner of property conveyed to Ham, Inc., by Deed dated August 30, 1962 and recorded in Real Property Book 355 Page 36 of the Probate Court Records of Mobile County, Alabama; thence with an interior angle of 90 degrees 12 minutes 30 seconds run Westwardly along the North line of property of Ham, Inc., a distance of 275.38 feet to the Northwest corner of said property of Ham, Inc., said point being on the East right-of-way line of U. S. Highway 90; thence with an interior angle of 64 degrees 21 minutes 30 seconds run Northeastwardly along said East line of U. S. Highway 90, a distance of 225.0 feet to a point on the South line of Fairway Drive as widened as a part of the construction of U. S. Highway 90; thence with an interior angle of 116 degrees 11 minutes 30 seconds run Eastwardly along said South line of Fairway Drive, as widened, 28.62 feet; thence with an interior angle of 269 degrees 14 minutes 30 seconds and continuing along said South line of Fairway Drive as widened, run Northwardly parallel with the West line of McRae Avenue, 10.00 feet; thence with an interior angle of 90 degrees 45 minutes 30 seconds run Eastwardly along the South line of Fairway Drive, 150.00 feet to the point of beginning.

TOGETHER with all and singular the rights, members, privileges, and appurtenances thereunto belonging, or in any wise appertaining;

REC'D 1334 MAR 795

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever.

And except as to taxes hereinafter falling due, which are assumed by the Grantee, the said Grantor for itself and for its successors and assigns, hereby covenants with the Grantee, its successors and assigns, that it is ceased of an undefeasible estate in fee simple in said property, that said property is free from all encumbrances and that it does hereby warrant and will forever defend the title to, and possession of said property unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Commercial Guaranty Building Corporation has caused its name to be signed hereto by Marion E. Ward, its President, and its seal to be affixed hereto and attested by David McGonigal, its Secretary, both hereunto duly authorized on this the 29. day of March, 1974.

COMMERCIAL GUARANTY BUILDING CORPORATION

By: Marion E. Ward
Marion E. Ward, President

ATTEST:

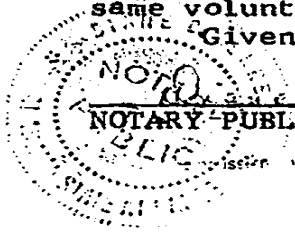
David McGonigal
David McGonigal, Secretary

STATE OF ALABAMA
COUNTY OF MOBILE

I, Diane B. Kennedy, a Notary Public in and for said county in said state, hereby certify that Marion E. Ward and David McGonigal, whose names as President and Secretary of the Commercial Guaranty Building Corporation, a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of March, 1974.

Diane B. Kennedy
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA



RECORD FEE 1.60
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
MAR 29 3 59 PM '74
J. L. VAUGHN
CLERK OF RECORDS

THIS INSTRUMENT PREPARED BY
Wesley Pipes
LYONS, PIPES & COOK
P. O. DRAWER 2727
MOBILE, ALABAMA 36601

STATE OF ALABAMA,

County of Mobile

REAL PROP 399 PAGE 127

Mr. C. L. Foltz and wife Mrs. C. L. Foltz

for and in consideration of the sum of one thousand seven hundred 700 Dollars

(\$ 1,700.00) to us in hand paid by Alabama Power Company, a corporation, the receipt whereof is acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain its lines of poles and towers and appliances necessary in connection therewith, as located by the final location survey heretofore made by said Company, for the transmission of electric power with the right to string thereon from time to time electric power and telephone wires and the right to permit other corporations and persons to attach wires to said poles and towers upon, over, under

and across the following described lands situated in Mobile

County, Alabama:

Commencing at the intersection of the S. line of Fairway Drive with the
W. line of Mobile Street said Mobile Street being also known as McEwen
Ave. the said point being 637.6 feet N. 2 1/2 S. 1/4 of the SE corner
of Sec. 30, T. 4 S, R. 1 W, Mobile County, Ala. thence W. along the S.
line of Fairway Drive 328 feet 3 inches to a point thence S. 214.6
feet to a point thence E. 328 feet 3 inches to the W. line of Mobile
Street thence N. along the W. line of Mobile Street 214.6 feet to the
place of beginning. Subject to the right of way for a public road across
a portion of the above described property which said right of way
was granted by S. W. Pipes et. al. and wife Miriam L. Pipes et. al. S. W.
Pipes III and wife Maude B. Pipes to the City of Mobile, instrument
dated March 23, 1950 and recorded in Deed book 504 page
316 of the records of the judge of probate of Mobile
County, Alabama

In the event it becomes necessary or desirable for Alabama Power Company to move its lines of poles, towers and appliances in connection with the construction or improvement of any public road or highway in proximity to its said power lines, the said Company is hereby granted the right to relocate its said lines of poles, towers, and appliances on lands of grantors hereinabove described, provided, however, the said Company shall relocate its said line of poles and towers at a distance not greater than ten feet outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said lines; and also the right to cut and keep clear all trees, and to keep clear other obstructions, that may injure or endanger said lines.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hand s and seal s, this the 31 day of October, 19 62

WITNESS:

C. L. Foltz (Seal)
Mrs. C. L. Foltz (Seal)

STATE OF ALA, MOBILE CO.
CERTIFY THIS INSTRUMENT
FILED ON

FEB 21 8 21 AM '63

RECORDED AND INDEXED
FEB 21 1963
MOBILE COUNTY ALABAMA

STATE OF Alabama
County of Mobile

I, Chas. B. Whitfield, a NOTARY PUBLIC STATE AT LARGE

in and for said County in said State, do hereby certify that Ralph C. Hargrove & wife
My Hargrove whose name is
signed to the foregoing instrument and who are known to me, acknowledged before me
on this day that being informed of the contents of the instrument they executed the same
voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 7 day of April, 1945
Chas. B. Whitfield
NOTARY PUBLIC STATE AT LARGE

STATE OF Alabama
County of Mobile

I, Chas. B. Whitfield, a NOTARY PUBLIC STATE AT LARGE

in and for said County in said State, do hereby certify that on the 7 day of April
1945, came before me the within named
Jessie Hargrove, known to me to be the wife of the within named
Ralph C. Hargrove who being examined separate and apart
from the husband touching her signature to the within instrument, acknowledged that she signed the
same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

Given under my hand and official seal, this the 7 day of April, 1945
Chas. B. Whitfield
NOTARY PUBLIC STATE AT LARGE

Received in office for record 21 day of June 1954
I hereby certify that \$ 1.50 Deed Privilege or License Tax, and
Mortgage Privilege or License Tax paid on the within instrument.

Lan. 1167-50026
Permit-Pole Line, Individual

184244

138992

STATE OF ALABAMA

County of Mobile

My C. L. Fultz & wife Edw. Elverson July
for and in consideration of the sum of One of 100.00 Dollars

(\$ 100.00) to me in hand paid by Alabama Power Company, a corporation, the
receipt whereof is acknowledged, do hereby grant to said Alabama Power Company, its successors and
assigns, the right to construct, operate and maintain its lines of poles and towers and appliances necessary
in connection therewith, as located by the final location survey heretofore made by said Company,
for the transmission of electric power with the right to string thereon from time to time electric power
and telephone wires and the right to permit other corporations and persons to attach wires to said poles
and towers upon, over and across the following described lands situated in

Mobile County, Alabama:

Begin at SE corner of January Rain
& 7th Ave. Run West to U.S. Hwy
90 - Run South along Hwy 2 to N
or less Run E. to 7th Ave. to the
Pt. of Beginning

In the event it becomes necessary or desirable for Alabama Power Company to move its lines of poles, towers
and appliances in connection with the construction or improvement of any public road or highway in proximity to
its said power lines, the said Company is hereby granted the right to relocate its said lines of poles, towers and ap-
pliances on lands of grantors hereinabove described, provided, however, the said Company shall relocate its said
line of poles or towers at a distance not greater than ten feet outside the boundary of the right of way of any such
public road or highway as established or re-established from time to time.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use
thereof, including the right of ingress and egress to and from said lines; and also the right to cut and
keep clear all trees, and to keep clear other obstructions, that may injure or endanger said lines.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns forever.

IN WITNESS WHEREOF, she have hereunto set my hand and seal this the

31 day of March 1945

WITNESS:

C. L. Fultz (Seal)
Edw. Elverson (Seal)



MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME **REAL PROPERTY** PERSONAL PROPERTY COUNTY MAP

- Search
- Pay Tax
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PARCEL #: 29 09 51 0 003 004.XXX OWNER: SOUTHTRUST BANK OF MOBILE C/O THOMSON.. ADDRESS: PO BOX 2609 CARLSBAD CA 92018 LOCATION: 2745 GOVERNMENT BLVD MOBILE AL 36606	[611-C0] CM02 Land: 108,300 Acres: 0.000	Baths: 1.0 Bed Rooms: 0 Imp: 596,900 Sales Info: 03/01/1974 \$0	H/C Sqft: 3,651 Land Sch: MT/52 Total: 705,200
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<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2023 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

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NEW
COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
: (251) 574 8530

