



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how TitleVest Agency, LLC and its subsidiaries and affiliates (collectively, "TitleVest," "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 TitleVest 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 TitleVest 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, TitleVest 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>.



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: TitleVest Agency, LLC
Issuing Office: 110 E. 42nd Street, 10th Floor, New York, NY 10017
Issuing Office's ALTA® Registry ID: 1153349
Commitment Number: TFL914476
Issuing Office File Number: TFL914476
Property Address: 2111 South Ridgewood Avenue, South Daytona, FL 32119
Revision Number:

SCHEDULE A

1. Commitment Date: September 21, 2023 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: A Natural Person or Legal Entity to be Designated
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Central Florida Bank of South Daytona, an Inactive Florida corporation
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

TitleVest Agency, LLC

By:

Authorized Signatory

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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. Pay all taxes and/or assessments, levied and assessed against the Land, that are due and payable.
5. 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.
 - (a) Warranty Deed conveying the land from Central Florida Bank of South Daytona, an Inactive Florida corporation, to A Natural Person or Legal Entity to be Designated. In connection with said deed, we will further require:
 - 1) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation;
 - 2) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation, together with examples of their signatures;
 - 3) The corporation must have been formed as of May 29, 1973, the date the corporation acquired title to the land;
 - 4) Certificate from the Secretary of State of said corporation's current good standing;
 - 5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the procedure set out in §607.1202, F.S.; and
 - 6) The Company reserves the right to make such further requirements as it deems necessary after reviewing any of the documentation required above.
6. Record among the Public Records of Volusia County, Florida, Articles of Merger, setting forth the succession by merger of the entity (entities), and stating the name of the surviving corporation, as shown in Item 4 of Schedule A hereof.
7. Record among the Public Records of Volusia County, Florida, Articles of Amendment, setting forth the name change of the entity (entities), and stating the new name of the corporation, as shown in Item 4 of Schedule A hereof.

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NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

8. Furnish copies of any existing leases affecting the within described property and insertion of said leases in Schedule B of the Policy of Title Insurance.
9. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
10. Proof of payment of taxes and assessments for the year 2022, and prior years, plus any penalties and interest.

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$2,193.65, under Tax Parcel I.D. No.: 5344-16-00-0240

Note: The following is for informational purposes only and is given without assurance or guarantee: 2022 taxes show **PAID**. The gross amount is \$20,332.21 for Tax Identification No. 5344-16-00-0242.

NOTE: The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

NONE

Note: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities," (the "Statute") effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each buyer must provide an affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In order to facilitate compliance with the Statute, the Company has prepared an affidavit affirming that the proposed Insured is not prohibited from acquiring the Land under the Statute, which affidavit will be provided upon request for possible use until such time as the Florida Real Estate Commission has promulgated an affidavit pursuant to the Statute.

Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
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. Any 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.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners, without right of entry.
8. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no

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unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Terms and conditions of the Quitclaim Deed between State of Florida Board of Trustees of the Internal Improvement Trust Fund and Robert Abraham, as Trustee recorded in [Book 1619, Page 694](#) of Official Records.
10. Terms and conditions of the Quitclaim Deed between State of Florida Board of Trustees of the Internal Improvement Trust Fund and Robert Abraham, as Trustee recorded in [Book 1619, Page 695](#) of Official Records.
11. Easement, granted from Wachovia Corporation to City of South Daytona, a Florida municipality, recorded in [Book 5887, Page 3571](#) of Official Records.
12. Easement, granted from Wachovia Corporation to City of South Daytona, a Florida municipality, recorded in [Book 5887, Page 3592](#) of Official Records.
13. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
14. Any map or diagram now or previously provided is for reference and informational purposes only. The Company and its agents expressly disclaim any liability for alleged loss or damage which may result from reliance upon such map(s) or diagram(s). The foregoing does not limit any express coverages provided by the terms and provisions of any title insurance policy for matters which might be revealed by a survey prepared and certified in accord with Florida Statutes Section 472.027.

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Note: All of the recording information contained herein refers to the Public Records of Volusia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

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TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
Phn - (212)757-5800
Fax - (212)757-0466

October 05, 2023

Re: File #TFL914476

Property Address: 2111 South Ridgewood Avenue, South Daytona, FL 32119

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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EXHIBIT A

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

Parcel 1:

The Westerly 250 feet of Lot 26A, and the Westerly 250 feet of the Northerly 75 feet of Lot 25A, Blake Subdivision, as shown on map in Deed [Book E, Page 150](#) (also of record in Map Book 1, Page 38), public records of Volusia County, Florida, except any portions of said lots deeded or taken for the widening of State Road No. 5 (U.S. Highway No. 1)

Parcel 2:

The Westerly 60 feet of the Easterly 285 feet of that portion of Lot 28A lying South of McDonald Street, Blake Subdivision, as per map in Deed Book "E", Page 150, Public Records of Volusia County, Florida (also of record in Map Book 1, page 38, Public Records of Volusia County, Florida).

Parcel 3:

The West 120 feet of the East 345 feet of the North 68.5 feet of Lot 27A, BLAKE SUBDIVISION as shown on Map in Deed Book "E" Page 150 of the Public Records of Volusia County, Florida (also of record in Map Book 1, page 38, public records of Volusia County, Florida); the West 250 feet of the South 31.5 feet of Lot 27A, said BLAKE SUBDIVISION, EXCEPT that part of said Lot 27A in STATE ROAD No. 5 (U.S. HIGHWAY NO. 1) right-of-way; and Lot 1, MCDONALD SUBDIVISION as shown on Map in Map [Book 6, page 111](#) of the Public Records of Volusia County, Florida, EXCEPT that part of said Lot 1 in STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) right-of-way.

Parcel 4:

The West 60 feet of the East 345 feet of that portion of Lot 28A lying South of McDonald Street, Blake Subdivision, as per map in Deed Book "E", Page 150 of the public records of Volusia County, Florida (also of record in Map Book 1, page 38, public records of Volusia County, Florida).

Parcel 5:

The West 250 feet of the South 25 feet of Lot 25A and the West 250 feet of Lot 24A, Blake Subdivision, as shown on map in Deed [Book E, page 150](#) (also of record in Map Book 1, page 38), Public Records of Volusia County, Florida, except any portions of said lots deeded or taken, for the widening of State Road No. 5 (U. S. Highway No. 1).

Legal description to be determined by a survey, to be provided to the company, prepared by a Florida registered land surveyor; meeting the minimum standards for all land surveys as set forth in Chapter 472.027, Florida Statutes or in Chapter 21 HH 6, Florida Administrative Code.

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The company reserves the right to make such additional Schedule B-I, requirements; Schedule B-II, exceptions; and/or to modify the foregoing legal description, as it deems necessary.

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ALTA 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 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, 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 Amount of Insurance 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

This page is only a part of a 2021 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; and 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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- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

This page is only a part of a 2021 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; and 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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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.

- 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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

- 10. ARBITRATION**

The Policy contains an arbitration clause as follows:

 - a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the

This page is only a part of a 2021 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; and 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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- American Arbitration Association (“AAA Rules”). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
 - c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

This page is only a part of a 2021 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; and 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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**TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017**

Date: September 27, 2023
Order: TFL914476
Borrower/Buyers: TBD
Address: 2111 South Ridgewood Avenue, South Daytona, FL 32119

Loan No.: 143500

IMPORTANT NOTE:

"The information set out below is provided for general reference to the subject matter being covered. The provider makes no warranty, either express or implied, with regard to the specific state tax requirements or the final tax figures. The tax information provided is obtained from public records and the provider does not guarantee that the figure stated is the final tax amount."

County Real Estate Taxes

1. For informational purposes only: General and special taxes for the current tax year 2022.

VOLUSIA COUNTY TAX COLLECTOR
123 W. INDIANA AVE. ROOM 103
DELAND, FL 32720
(386) 736 - 5939

ANNUAL INSTALLMENT:	\$20,332.21	PAID	DUE DATE: 11/01/2022
	DUE BY DATE:		03/31/2023
	PENALTY DATE:		04/01/2023
	PAYOFF AMOUNT:		\$N/A
	AMOUNT IS GOOD THROUGH:		N/A

DISCOUNT DATES (IF APPLICABLE): Tax Amounts are established in November. Discounts for paying taxes early = 4% if paid in November, 3% if paid in December, 2% if paid in January, 1% if paid in February. Gross amount of taxes are due by March 31.

Homestead Exemption:	N
Homeowners Exemption:	N
Agricultural Exemption:	N
Over 65 Exemption:	N
Disabled Exemption:	N
Veteran Exemption:	N
Disabled Veteran Exemption:	N
Residential Exemption:	N
Primary Residential Exemption:	N
Mortgage Exemption:	N
Widow Exemption:	N

Other: N
Additional Homestead: N

A.P.No: 534416000242

Note: Taxes include special assessments and/or bonds, if applicable.



TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.



**TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017**

Date: September 27, 2023
Order: TFL914476
Borrower/Buyers: TBD
Address: 2111 South Ridgewood Avenue, South Daytona, FL 32119

Loan No.: 143500

IMPORTANT NOTE:

"The information set out below is provided for general reference to the subject matter being covered. The provider makes no warranty, either express or implied, with regard to the specific state tax requirements or the final tax figures. The tax information provided is obtained from public records and the provider does not guarantee that the figure stated is the final tax amount."

County Real Estate Taxes

-
1. For informational purposes only: General and special taxes for the current tax year .

ANNUAL INSTALLMENT: \$0.00 PAID DUE DATE:
DUE BY DATE:
PENALTY DATE:
PAYOFF AMOUNT: \$N/A
AMOUNT IS GOOD THROUGH: N/A

DISCOUNT DATES (IF APPLICABLE): Tax Amounts are established in November. Discounts for paying taxes early = 4% if paid in November, 3% if paid in December, 2% if paid in January, 1% if paid in February. Gross amount of taxes are due by March 31.

Homestead Exemption: N
Homeowners Exemption: N
Agricultural Exemption: N
Over 65 Exemption: N
Disabled Exemption: N
Veteran Exemption: N
Disabled Veteran Exemption: N
Residential Exemption: N
Primary Residential Exemption: N
Mortgage Exemption: N
Widow Exemption: N

Other: N
Additional Homestead: N

A.P.No: 5344-16-00-0242

Note: Taxes include special assessments and/or bonds, if applicable.



TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

Name Robert Abraham

Address 501 N. Grandview Ave.

Daytona Beach, Florida

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 29th day of May 1973

E. W. RUSSELL and MAUDE M. RUSSELL, his wife,

of the County of Volusia, State of Florida, grantor, and

CENTRAL BANK OF SOUTH DAYTONA

whose post office address is Post Office Box 4429, South Daytona,

of the County of Volusia, State of Florida, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of Ten and no/100 (\$10.00)

Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit

The Westerly 250 feet of Lot 26A, and the Westerly 250 feet of the Northerly 75 feet of Lot 25A, Blake Subdivision, as shown on map in Deed Book E, Page 150 (also of record in Map Book 1, page 38), public records of Volusia County, Florida, except any portions of said lots deeded or taken for the widening of State Road No. 5 (U.S. Highway No. 1)

SUBJECT to taxes for the year 1973 and subsequent years.

ALSO VISIT 957591



and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever

* "Grantor" and "grantee" are used for singular or plural, as context requires

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written Signed, sealed and delivered in our presence

William J. Carter
Janelle J. Lang

E. W. Russell (Seal)
E. W. Russell

Maude M. Russell (Seal)
Maude M. Russell

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

E. W. RUSSELL and MAUDE M. RUSSELL, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of May 19 73.

My commission expires

April 7, 1974

Janelle J. Lang
Notary Public

State of Florida at Large.

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

Name Robert Abraham

Address 501 N. Grandview Ave.

Daytona Beach, Florida

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 12th day of June 1973 . Between

REBECCA B. MARSH, an unmarried widow,

of the County of Volusia , State of Florida , grantor*, and

CENTRAL BANK OF SOUTH DAYTONA, a Florida corporation,

whose post office address is Post Office Box 4429, South Daytona,

of the County of Volusia , State of Florida , grantee*.

Witnesseth, That said grantor for and in consideration of the sum of

----- Ten and no/100 (\$10.00) ----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land situate lying and being in Volusia County, Florida, to-wit

The Westerly 60 feet of the Easterly 285 feet of that
portion of Lot 28A lying South of McDonald Street,
Blake Subdivision, as per map in Deed Book "E", page
150, Public Records of Volusia County, Florida (also
of record in Map Book 1, page 38, Public Records of
Volusia County, Florida).

SUBJECT to taxes for the year 1973 and subsequent years.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence

Robert Abraham
11/11/73

Rebecca B. Marsh (Seal)

(Seal)

(Seal)

(Seal)

STATE OF **FLORIDA**
COUNTY OF **VOLUSIA**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared **REBECCA B. MARSH, an unmarried widow,**

to me known to be the person described in and who executed the foregoing instrument and acknowledged before
me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of June
19 73.

My commission expires. April 7, 1974

Wm. J. Long
Notary Public
State of Florida at Large.

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

Name Robert Abraham

Address 501 N. Grandview Ave.

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 16th day of July, 1973, Between

ROBERT ABRAHAM, individually and as Trustee, and ABRAHAM, his wife, of the County of Volusia, State of Florida

OFFICE HANDED TO FILED FOR PUBLIC RECORDS VOLUSIA COUNTY FLA. BOOK 1619 PAGE 696

CENTRAL BANK OF SOUTH DAYTONA, a Florida corporation, whose post office address is Post Office Box 4429, South Daytona, of the County of Volusia, State of Florida

1973 JUL 11 42
FLORIDA CIRCUIT COURT VOLUSIA COUNTY FLA.
GRANTEE

Witnesseth, That said grantor, for and in consideration of the sum of

--- Ten and no/100 (\$10.00) --- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit

The West 120 feet of the East 345 feet of the North 68.5 feet of Lot 27A, BLAKE SUBDIVISION as shown on Map in Deed Book "E" Page 150 of the Public Records of Volusia County, Florida (also of record in Map Book 1, page 38, public records of Volusia County, Florida); the West 250 feet of the South 31.5 feet of Lot 27A, said BLAKE SUBDIVISION, EXCEPT that part of said Lot 27A in STATE ROAD No. 5 (U.S. HIGHWAY NO. 1) right-of-way; and Lot 1, McDONALD SUBDIVISION as shown on Map in Map Book 6, page 111 of the Public Records of Volusia County, Florida, EXCEPT that part of said Lot 1 in STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1) right-of-way.

STATE OF FLORIDA DOCUMENTARY STAMP DEPT. OF REVENUE JUL 17 73 135.00

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Janelle J. Naser
Betty J. Carter

Robert Abraham (Seal)
Robert Abraham
Sandra B. Abraham (Seal)
Sandra B. Abraham
(Seal)
(Seal)

STATE OF FLORIDA COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ROBERT ABRAHAM, individually and as Trustee, and SANDRA B. ABRAHAM, his wife,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 16th day of July 1973.

Notary Public Seal: Janelle J. Lang, Notary Public, State of Florida, Commission Expires April 7, 1974

Janelle J. Lang
Notary Public 35267
State of Florida at Large.

FLORIDA DOCUMENTARY SUR TAX 49.50

17201831

BOOK PAGE

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by
Name Samuel P. Bell III
Address 444 North Beach Street
Daytona Beach, Florida

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 18th day of April 1974 . Between
WILLIAM G. WENMAN and MITZIE WENMAN, his wife

of the County of Volusia , State of Florida , grantor°, and
CENTRAL BANK OF SOUTH DAYTONA, a Florida corporation

whose post office address is 2111 S. Ridgewood Avenue, South Daytona

of the County of Volusia , State of Florida , grantee°.

Witnesseth, That said grantor, for and in consideration of the sum of -----

-----TEN----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
lowing described land, situate, lying and being in Volusia County, Florida, to-wit:

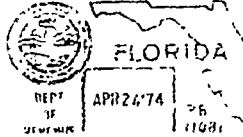
The West 60 feet of the East 345 feet of that portion of Lot 28A
lying South of McDonald Street, Blake Subdivision, as per map in
Deed Book "E", page 150 of the public records of Volusia County,
Florida (also of record in Map Book 1, page 38, public records of
Volusia County, Florida).

020217

Subject to taxes for 1974 and subsequent years.

Subject to easements and restrictions of record, if any.

ALMAGO
FLORIDA
0227328



DOCUMENTARY
SUR TAX
\$00.65

APR 24 1 09 PM '74

FILED FOR RECORD
RECORDED / VERIFIED
D. G. Smith
CLERK OF CIR. CT.
VOLUSIA COUNTY, FLA.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence

Christina Hansen
Lawrence Lewis

William G. Wenman (Seal)
Mitzi Wenman (Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
appeared WILLIAM G. WENMAN and MITZIE WENMAN, his wife

to me known to be the person s described in and who executed the foregoing instrument and acknowledged before
me that the y executed the same

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of April
1974 .

Christina Hansen
Notary Public

My commission expires.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 7, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

