

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

**SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
1099 Winterson Road Suite 290
Linthicum Heights, MD 21090**

Inquiries Should Be Directed To: Henrietta Gill, Attorney at Law
P. O. Box 2119
Leesville, SC 29070

Issuing Office's ALTA Registry ID

	Commitment Number	Amount of Insurance	Agent File No.	Fee
Loan	#12,761 HOWELL, JEB		#12,761 HOWELL, JEB	
Owner	#12,761 HOWELL, JEB	\$ 31,850.00	#12,761 HOWELL, JEB	\$ 115.20

1. Commitment Date: November 15, 2023 at 09:00 AM
2. Policy or Policies to be Issued:
 - (a) ALTA Own. Policy (10/17/92)
Proposed Insured:
 - (b) ALTA Loan Policy (10/17/92)
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Henry Sims
5. The Land referred to in this Commitment is located in the County of Lexington, State of South Carolina, and is described as follows:
SEE ATTACHED CONTINUATION PAGE

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by The Security Title Guarantee Corporation of Baltimore. 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.

SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

Commitment Number	Agent File No.
#12,761 HOWELL, JEB	#12,761 HOWELL, JEB

**PART I
REQUIREMENTS**

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name and any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Mortgage given by Henry Sims to Bank of America, N.A. recorded December 27, 2001 in Record Book 6891, Page 296 must be marked paid and satisfied of record. Satisfaction must be delivered at closing. Lender must provide a pay-off statement prior to closing. Payoff statement must clearly show that the mortgage is associated with the Settlement Agreement in Case Number 2022-CP-32-00466.
6. Case Number 2019-CP-32-01461, Bank of America, N.A. vs. Henry Sims dba Leesville Fitness Gym and against Loretta Simms must be dismissed with prejudice. Order must be submitted at closing.
7. Confession of Judgment must be signed at closing and submitted at closing in an amount agreed upon by BOA and Henry Sims and filed in the Clerk of Court's Office for Lexington County in Cases Number 2022-CP-32-00466 for any deficiency in the sales price according to Court Order and Settlement Agreement in Case Number 2022-CP-32-00466. to be filed.
8. Real estate taxes for the years 2023 must be paid in full.
9. Termination of UCC Financing Statement in favor of Paramount Equity Mortgage LLC DBA Loanpal filed in the Office of the Secretary of State of South Carolina in File ID Number 180620-1238280 and continued in File ID Number 230531-1149087 or satisfactory evidence must be provided to the Company that the solar panels are not attached to the insured premises.

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**PART II
EXCEPTIONS**

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the Public Records.
 - b. Easements, or claims of easements, not shown by the Public Records.
 - c. All matters and facts, including, but not limited to, any discrepancies, encroachments, encumbrances, violations, variations, overlaps, boundary line disputes, shortage in area, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land. This exception will delete Covered Risk 2.(c).
 - d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - e. Rights of others, including state and federal governments, in and to water that is now, or used to be, on, under or next to the Land, and to title to any filled land.
3. Special Exceptions:
 - a. Those taxes and special assessments which become due and payable subsequent to Commitment Date.
 4. All easements for N. Oak Street and related uses as may be of record in the offices of the SC Department of Transportation.
 5. Subject to rights of others in and to any party walls on the insured property.
 6. Plat prepared for Henry Sims prepared by William J. Schumpert, SCRLS, dated November 27, 2001 and recorded in Plat Book 6891, Page 301 shows the following:
 - a. Northern boundary is located 2 inches inside of old Garber building wall;
 - b. Western corner is located 2 inches inside of old Garber building wall;
 - c. Property overlap along the Southern border without reference to a plat. A reference that "new property lines" are between buildings. This policy does not insure the "overlap" as a part of the insured premises.
 7. Real estate taxes for the year 2023 and subsequent years, a lien but not yet due and payable.

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CONTINUATION PAGE

SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

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#12,761 HOWELL, JEB	#12,761 HOWELL, JEB

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the Town of Batesburg-Leesville, School District No. 3, County of Lexington, State of South Carolina, containing 0.173 acre, more or less, and being shown on plat prepared for Henry Sims, prepared by William J. Schumpert, SCRLS, dated November 27, 2001, said plat being incorporated herein by reference thereto, and according to said plat, being generally bounded as follows:

On the North by property now or formerly of Chong C. Lester; on the East by Rutland Lane [an alley]; On the South by property now or formerly of Helen K. Collum; and on the West by Oak Street, all measurements being a little more or less.

Derivation: Deed of the Town of Batesburg-Leesville to Henry Sims, dated September 10, 2001 and recorded in Record Book 6654, Page 9.

Tax Map Number: 007021-02-004



Henrietta Gill, Attorney at Law



COMMITMENT FOR TITLE INSURANCE

The following is provided for reference purposes, only, and does not limit or modify the provisions of the enclosed commitment.

File No.: #12,761 Sims, Henry

Buyer or Borrower: TBD

Property Address: 150 N. Oak Street, Batesburg, SC 29006 County: Lexington

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, The Security Title Guarantee Corporation of Baltimore, a Maryland 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.

This Commitment is not complete without Schedules A and B and is valid only when countersigned by an authorized officer or Agent of the Company.

Issued By:

Gill, Henrietta
4472 Pond Branch Road
Leesville, SC 29070

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

By: Theodore C. Rogers, President

Authorized Signatory:

Henrietta Gill
6430533

Attest: Leslie G. Beggs, Secretary

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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.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II --Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
1099 Winterson Road, Suite 290, Linthicum, Maryland 21090

NOTICE of PRIVACY POLICY

This notice is a statement of the privacy policy (the "Privacy Policy") of The Security Title Guarantee Corporation of Baltimore.

Security Title recognizes that the foundation of our business is maintaining your trust and confidence. In order to provide you with the most effective and beneficial service, we must maintain information about you. Keeping that information secure and private is important to us. This notice is provided to you so that you may know how we collect information about you, the type of information we collect, what we may disclose to our affiliates and non-affiliated third parties, and the steps we take to protect personal information about you.

WHAT WE COLLECT

First, we must collect a certain amount of personal information about you in order to provide customer service, offer new products or services, evaluate claims, administer products, and fulfill legal and regulatory requirements. Therefore, as part of our servicing of your requests, we may obtain certain nonpublic personal information about you. This information includes facts and data that we receive from you, real estate agents, lenders, government agencies, and/or other authorized persons in varying manners, including but not limited to applications, company required forms, telephone calls, correspondence, claim forms and other processing forms; facts and data about your transactions with us, our affiliates or others; and facts and data we receive from consumer reporting agencies.

The information we collect, or that has been provided to us in processing your transaction, may include:

- Your name, address, telephone number, email address, date of birth, Social Security number, age, gender, marital status, assets, bank account number(s) and financial statistics;
- Your relationship with us, such as products purchased, policy values, payment history and claims history;
- Your employment history, such as your occupation(s), your income and your employer(s) and years of service with employer(s);
- Your creditworthiness and credit history;

WHAT WE SHARE

Security Title is committed to maintaining the confidentiality of the personal information we collect. We welcome this opportunity to clarify our privacy policy for you.

With respect to the information we collect about you:

- We collect and use the information to the extent needed to conduct our business and to meet our high quality service standards;
- We restrict access to the information to authorized individuals who need to know this information to provide services and products to you;
- We maintain appropriate safeguards to protect information about you;
- We will verify that any persons requesting information about you or your relationship with us is entitled to such information prior to providing it.
- We share nonpublic personal information about you outside our company only to service your request, or as authorized by you, or as required or permitted by applicable law;
- We require any organization that provides assistance to us in administering or reinsuring contracts or providing services on our behalf to you to maintain the confidentiality of nonpublic personal information about

- you and not use such information for any other purpose; and
- Our Privacy Policy does not authorize non-affiliates to offer their products and services to you.

We may share information about you with our affiliates, including insurance companies and insurance service providers. We may share information about you with companies that perform marketing services for us, or other financial institutions that have joint marketing agreements with us. The information we share with our affiliates or service providers need not be directly related to our transaction with you.

Security Title's Privacy Policy applies, to the extent required by law, to those acting on behalf of Security Title. Please note that there may be instances when these same agents may not be acting on behalf of Security Title, in which case they may collect nonpublic personal information on their own behalf, or on behalf of another. In these instances, Security Title's Privacy Policy would not apply.

Any future updates or amendments to this Privacy Policy will be available on our website at <https://www.esecuritytitle.com/privacy/> It is our goal to ensure that all the information we collect is accurate and complete. Please notify us if you believe information is inaccurate.

NO ACTION IS REQUIRED BY YOU

You do not need to do anything as a result of this notice. It is meant to inform you of how we safeguard nonpublic personal information about you. You may wish to file this notice with your insurance papers.

We strive to maintain your confidence and trust.