



**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 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 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.

**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.

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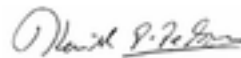
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" 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.
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 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.
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.

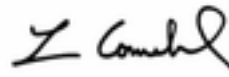
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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company 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. CLASS ACTION  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
1 First American Way, Santa Ana, CA 92707



By: \_\_\_\_\_  
Kenneth D. DeGiorgio, President



By: \_\_\_\_\_  
Lisa W. Cornehl, Secretary

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

Issuing Agent: Lanier Ford Shaver & Payne, P. C.  
Issuing Office: 2101 Clinton Avenue West, Suite 102  
Huntsville, AL 35805  
Issuing Office's ALTA® Registry ID: 1041218  
Loan ID Number:  
Commitment Number: 24-631-WTS  
Issuing Office File Number: 24-631-WTS  
Property Address: 12883 Highway 231 431 North, Hazel Green, AL 35750  
Revision Number: 01

**SCHEDULE A**

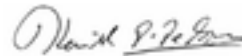
1. Commitment Date: October 16, 2024 5:00 P. M.
2. Policy to be issued:
  - (a) 2021 ALTA Homeowner's Policy  
Proposed Insured: **SouthState Bank, N.A. Inc., ISAOA/ATIMA**  
Proposed Amount of Insurance: **\$382,500.00**  
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in:  
SouthState Bank, National Association, a national banking association, as successors to NBC by that certain deed from Flint Crossing Outdoors, LLC, an Alabama limited liability company dated September 2, 2024, and recorded September 17, 2024, in Deed Book 2024, Page 36212, in the Office of the Judge of Probate of Madison County, Alabama.
5. The Land is described as follows:  
See Exhibit A attached hereto and made a part hereof.

**LANIER FORD SHAVER & PAYNE, P. C.**  
2101 Clinton Avenue West, Suite 102, Huntsville, AL  
35805  
Telephone: (256) 535-1100

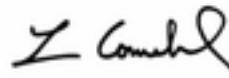
Countersigned by:

/s/ W. Ty Stafford  
W. Ty Stafford, License #ASB-8631-I65S  
Lanier Ford Shaver & Payne, P. C., License  
#359404

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
1 First American Way, Santa Ana, CA 92707



By: \_\_\_\_\_  
Kenneth D. DeGiorgio, President



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Lisa W. Cornehl, Secretary

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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 and Exceptions.
2. Pay the agreed amount of the estate or interest to be insured.
3. Pay the premiums, fees, and changes 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.
  - a. Duly authorized and executed Warranty Deed, Bill of Sale and Assignment in Lieu of Foreclosure from Flint Crossing Outdoors, LLC, an Alabama Limited Liability Company, to SouthState Bank, National Association, a national banking association, as successor to NBC, to be executed and recorded at closing.
5. Prior to closing the transaction, an updated search of the Public Records must be performed. The Company reserves the rights to raise such further exceptions and requirements as an examination of the information revealed by such search inquires.
6. The Company requires execution of an Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents in compliance with Code of Alabama (1975) Section 40-18-86. If the Seller does not meet the requirement of the Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents, a withholding tax will be required to be withheld from the proceeds of the sale and remitted to the Alabama Department of Revenue.
7. We require that the attached Notice of Availability of Closing Protection be properly executed by each party to the transaction. (Seller and Purchaser, where applicable)\_-- NOTE: Charges in connection with the issuance of said protection will be added to the existing invoice. Please make sure we are notified of the request of the closing protection prior to the completion of the settlement statement.
8. 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, grantees name and mailing address, property address, date of sale, and total purchase price. In addition, adequate proof of the value of the property must be provided in the form of an executed sales contract, settlement statement, and/or tax valuation.
9. Execution of a Seller/Owner's Affidavit and Indemnity (First American Form 012-R).
10. The Company requires evidence of payment of the 2024 ad valorem taxes which became or are due and payable on October 1, 2024 or payment of same to the Madison County Tax Collector. The amount of \$1,007.11, is due for Parcel No. 08-03-06-0-000-003.015 PIN No. 146838, The taxes are not delinquent until January 1, 2025.
11. Payment and cancellation of record of that certain Certificate of Lien for Taxes in favor of the State of Alabama, and against Flint Crossing Outdoors, LLC, whose address is shown as 112 Tanner Road, New Market, AL 35761-9781, in the amount of \$2,697.05, filed for record on September 6, 2024, Judgment Book 2024, Page 13512, in the Office of the Judge of Probate of Madison County, Alabama; or affidavit proof that Flint Crossing Outdoors, LLC is not one and the same as Flint Crossing Outdoors, LLC named in the Certificate of Lien for Taxes referenced

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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. (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.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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.
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. 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.
7. 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.
8. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
9. Restrictive Covenants for Jacob's Landing and filed May 20, 1997, as recorded in Deed Book 897, at Page 157, in the Office of the Judge of Probate of Madison County, Alabama.
10. 20 Foot Public Utility, Drainage and Landscape Easement along the rear property line as set forth on the Plat of Jacob's Landing at Clearsprings recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 35, Page 12.
11. A Mortgage from Flint Crossing Outdoors, LLC, an Alabama limited liability company to National Bank of Commerce dated September 13, 2017, and recorded September 14, 2017, as Document No. 2017-00537220, in the original principal amount of \$382,500.00 and recorded in the official records of the Madison County Probate

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**EXHIBIT "A"**

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

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTIONS 6, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA.

PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE SOUTH 00 DEGREES 01 MINUTES 52 SECONDS EAST 4010.26 FEET TO A POINT; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS EAST 342.37 FEET TO A POINT; THENCE SOUTH 08 DEGREES 53 MINUTES 10 SECONDS EAST 81.27 FEET TO A POINT; THENCE SOUTH 09 DEGREES 05 MINUTES 30 SECONDS EAST 335.50 FEET TO A 3/8" CAPPED REBAR STAMPED "HELS", SAID POINT BEING ON THE WESTERLY RIGHT OF WAY MARGIN OF U.S. HIGHWAY 231 - 431; THENCE ALONG SAID MARGIN SOUTH 09 DEGREES 03 MINUTES 08 SECONDS EAST 650.00 FEET TO A 5/8" CAPPED REBAR STAMPED "CSCE-CA-0489-LS" AND THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING CONTINUE ALONG SAID MARGIN SOUTH 09 DEGREES 03 MINUTES 08 SECONDS EAST 100.00 FEET TO A 5/8" CAPPED REBAR STAMPED "CSCE-CA-0489-LS"; THENCE LEAVING SAID MARGIN SOUTH 80 DEGREES 54 MINUTES 29 SECONDS WEST 200.00 FEET TO A 5/8" CAPPED REBAR STAMPED "CSCE-CA-0489-LS"; THENCE NORTH 09 DEGREES 03 MINUTES 08 SECONDS WEST 100.00 FEET TO A 5/8" CAPPED REBAR STAMPED "CSCE-CA-0489-LS"; THENCE NORTH 80 DEGREES 54 MINUTES 29 SECONDS EAST 200.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.46 ACRES, MORE OR LESS.

SUBJECT TO A 20 FOOT PUBLIC UTILITY, DRAINAGE AND LANDSCAPE EASEMENT ALONG THE REAR PROPERTY LINE.

AND FURTHER SUBJECT TO THOSE RESTRICTIVE COVENANTS APPLICABLE TO THE SUBJECT PROPERTY RECORDED IN DEED BOOK 897, PAGE 157, IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA.

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