

# ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL 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, Old Republic National Title Insurance Company, a Florida 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

The Graham Law Firm

  
\_\_\_\_\_  
The Graham Law Firm

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company*  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  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.

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.

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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.
- 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.

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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.

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

Issuing Agent: The Graham Law Firm  
Issuing Office: 200 Church Street, LaGrange, GA 30240  
Issuing Office's ALTA® Registry ID:  
Loan ID No.:  
Commitment No.: LWR PROP TTL ONLY  
Issuing Office File No.: LWR PROP TTL ONLY  
Property Address: 819 & 821 New Franklin Road, LaGrange, GA 30241

## SCHEDULE A COMMITMENT

1. Commitment Date: December 25, 2024 at 05:00 PM
2. Policy to be issued:
  - a. ALTA Own. Policy (10/17/92)  
Proposed Insured: TBD  
Proposed Amount of Insurance:  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (10/17/92)  
Proposed Insured:  
Proposed Amount of Insurance:  
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: LWR Properties of Georgia, LLC and, as disclosed in the Public Records, has been since October 14, 2021.
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

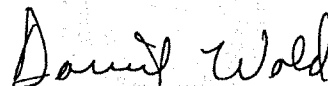
**THE GRAHAM LAW FIRM**

  
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# SCHEDULE B I COMMITMENT

Commitment No.: LWR PROP TTL ONLY

File No.: LWR PROP TTL ONLY

## REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Security Deed to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. from LWR Properties of Georgia, LLC to TBD
  - b. Security Deed from TBD to TBD, securing the principal amount of \$
5. Payment, cancellation, satisfaction, or release from the following:
  - a. Mortgage from LWR Properties of Georgia, LLC to South State Bank, National Association dated October 6, 2021, recorded October 14, 2021, securing the amount of \$300,000.00.
  - b. Mortgage from LWR Properties of Georgia, LLC to South State Bank, National Association dated October 6, 2021, recorded October 14, 2021, securing the amount of \$300,000.00.
6. Payment of all taxes, charges, fees and/or assessments levied and assessed against the Land, which are due and payable.  
**FOR INFORMATION PURPOSES ONLY:**
  - a) Parcel ID No. 062-4D-000-54
  - b) State and County Taxes paid in the sum of \$7,234.98.
  - c) City Taxes paid in the sum of \$\_\_\_\_\_.
7. The Company must be furnished satisfactory proof in affidavit form as to who is in possession of the Land and under what claim. Upon receipt of such proof, Item 3 of Schedule B-II herein will be deleted or amended in accordance with the facts revealed thereby.
8. The Company must be furnished satisfactory proof in affidavit form that either (a) no improvements, alterations or repairs were made on the property within 95 days prior to the date of the making of the affidavit; or (b) all such improvements, alterations or repairs have been completed and that the agreed price or reasonable value of the labor, services or materials has been paid or waived in writing by all persons or entities who provided such labor, services or materials. Upon receipt of this proof, Item 4 of Schedule B-II herein will be deleted or amended in accordance with the facts revealed thereby.
9. If an entity is a party to the transaction, such entity must execute all documents pursuant to proper authority. The Company must be furnished with:
  - a) Proof of good standing in the state of formation;
  - b) Operating/Formation documents and all amendments thereto; and
  - c) Authorization documentation, including, but not limited to, proper entity resolutions, as applicable.

The Company reserves the right to make additional requirements or exceptions after review of said documents.

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**SCHEDULE B I**  
(Continued)

Commitment No.: LWR PROP TTL ONLY

File No.: LWR PROP TTL ONLY

- j. 2024 taxes in the amount of \$4,444.41 are paid. Taxes are due annually on November 15. (819 New Franklin Road)
- 2024 taxes in the amount of \$2,790.57 are paid. Taxes are due annually on November 15. (821 New Franklin Road)

- k. NOTE: For informational purposes, the following 24 month Chain of Title is disclosed.

Limited Warranty Deed from Blanche Jeanette Richardson to LWR Properties of Georgia, LLC, dated October 6, 2021, recorded at Deed Book 2129, Page 272, Troup County Deed Records.

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# SCHEDULE B II COMMITMENT

File No.: LWR PROP TTL ONLY

## EXCEPTIONS FROM COVERAGE

**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. 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.  
***This Exception shall be deleted from the Final Policy.***
2. (a) FOR LOAN POLICY ONLY: Taxes for the year 2025 and subsequent years, not yet due and payable.  
(b) FOR OWNER'S POLICY ONLY: Taxes for the year 2025 and subsequent years, not yet due and payable, and any additional taxes, interest and/or penalties for the current year or any prior years which may be assessed or billed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, reversal of exemption, appeal or other amendment to the tax records of the city or county in which the Land is located, including, but not limited to, adjustment of exemptions and/or assessments due to change of ownership.
3. Rights and claims of parties in possession.
4. Liens or rights to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any fact, including, but not limited to, encroachments, overlaps, shortage in area, boundary line disputes, or other matters which would be disclosed by a comprehensive and accurate survey of the Land.
6. Easements or claims of easements not shown by the Public Records, including, but not limited to, any easements, rights-of-ways, encroachments, underground easements or uses, or other property rights obtained through unrecorded grant or use.
7. Covenants, conditions, restrictions, easements and/or servitudes appearing in the Public Records.
8. Any unpaid water bills, sewer, solid waste, sanitation bills and all other sums outstanding and owed to a government or governmental authority where no notice thereof appears in the Public Records, whether or not a lien is created.
9. Rights of other landowners to the uninterrupted use of any river, creek or stream crossing the Land, or any pond or lake located on the Land, and any adverse claim to any portion of the Land created or lost by accretion, reliction or avulsion.
10. Any lease, grant, conveyance, exception or reservation of minerals or mineral rights appearing in the Public Records. Nothing herein shall insure against loss or damage resulting from subsidence.

NOTE: Upon documentation satisfactory to the Company, including, but not limited to, an Owner's Affidavit given at closing, Items 3, 4, 5, 8 hereinabove shall be deleted from the Final Loan Policy.

NOTE: Upon documentation satisfactory to the Company, including, but not limited to, an Owner's Affidavit given at closing, Items 3, 4, 8 hereinabove shall be deleted from the Final Owner's Policy.

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**SCHEDULE B II**  
(Continued)

File No.: LWR PROP TTL ONLY

- I. Plat recorded in Plat Book 43, Page 49 Troup County, Georgia Deed Records reveals the following:
  - (a) Portion of subject property located within limits of flood hazard area;
  - (b) No representations are made as to matter of survey as to triangular shaped piece of property.
- m. General Permit recorded in Deed Book 87, Page 148 Troup County, Georgia Deed Records; as purportedly released by instrument recorded in Deed Book 246, Page 328, aforesaid records.
- n. Easement recorded in Deed Book 87, Page 148 Troup County, Georgia Deed Records.
- o. Agreement recorded in Deed Book 515, Page 421 Troup County, Georgia Deed Records.
- p. Riparian rights of any owners upstream or downstream from centerline of Dixie Creek which is West property line.
- q. Plat recorded in Deed Book 515, Page 425 Troup County, Georgia Deed Records reveals the following:
  - (a) Proposed 15' sanitary sewage easement-7.5' each side centerline;
  - (b) Centerline of Dixie Creek is West property line.

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# EXHIBIT A

Commitment No.: LWR PROP TTL ONLY

File No.: LWR PROP TTL ONLY

## TRACT I

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of LaGrange, Troup County, Georgia more particularly described as follows: Beginning at the point where the Northern margin of Dixie Creek intersects the western right of way of U. S. 27 North, also known as the New Franklin Road, running thence in a Northerly direction along the western right of way of U. S. 27 a distance of 189 feet more or less to the line of the property owned by Richardson; thence in a Westerly direction along the South margin of the Richardson property to the point where the South margin of the Richardson property intersects Dixie Creek; thence in a generally southeast direction along the Northern bank of Dixie Creek to the point of beginning. Said property bounded as follows: on the North by property of Richardson, on the East by U. S. 27 North, also known as New Franklin Road, and on the South and West by Dixie Creek. Said tract being roughly triangular in shape.

## TRACT II

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 52 of the 6th Land District, Troup County, Georgia records, being 0.484 acres as shown on a plat of survey prepared by J. Hugh Camp & Associates, Registered Land Surveyor No. 939, dated February 18, 1994, recorded in Plat Book 43, Page 49, Troup County, Georgia records, and entitled "Survey for L. W. Richardson," which plat of survey is incorporated herein and made a part hereof for the purpose of a more complete and accurate description.