



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Dickason Law Group
1801 Peachtree Street Northeast
Suite 155
Atlanta, GA 30309
T: (770) 407-5247
F: (866) 435-6250
License#: 162238LPR



By:

President

ATTEST

Secretary

Countersigned:

Sean Kasper, License #: 408555
Authorized Signatory

Chicago Title Insurance Company

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*



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SCHEDULE A

1. Effective Date: 09/07/2017 at 08:00

2. Policy or Policies to be issued: Policy Amount

a) ALTA Owner's Policy \$

PROPOSED INSURED: **TBD**

b) ALTA Loan Policy \$

PROPOSED INSURED:

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is fee simple.

4. Title to the fee simple estate or interest in said Land is at the effective date hereof vested in:

A. Hess Bomberger II, as trustee of the FAHB Revocable Inter Vivos Trust by deed dated 11/07/2003 and recorded with Dekalb County Clerk of Superior Court on 11/12/2003 in Book 15548, Page 117.

5. The Land referred to in this Commitment is as follows:

3577 Duberry Court Northeast, Brookhaven, GA 30319 and is described as set forth in "Exhibit A" attached hereto and made a part hereof.

Countersigned:

Authorized Signatory
Dickason Law Group, License #: 162238LPR
Sean Kasper, License #: 408555



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SCHEDULE B, SECTION I
REQUIREMENTS

The following requirements must be complied with prior to the issuance of the policy:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. In the Loan Policy to be issued, the company will insure against defects in the title which are filed for record during the period of time between the effective date of this commitment and the date of filing for record of the documents creating the estate or interest being insured, except for matters of which the insured has any knowledge. Any provisions in this commitment which are in conflict herewith are hereby deemed deleted.
6. Documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

 Deed from FAHB Revocable Inter Vivos Tr conveying the premises described in Schedule A herein, to TBD

 Security Deed from TBD to TBD securing the principal amount of \$0.00
7. Liens and judgments have been searched for names on title.
8. Homeowners Association's written confirmation that all condominium or association assessments (special and general), recreational lease payments (if any), dues, or other fees are current; and, if required by the Declaration of Condominium or Covenants, that the Association's approval of the proposed conveyance and/or Security Deed is obtained. Homeowners Association's written confirmation that all condominium or association assessments (special and general), recreational lease payments (if any), dues, or other fees are current; and, if required by the Declaration of Condominium or Covenants, that the Association's approval of the proposed conveyance and/or Security Deed is obtained.
9. Taxes and Assessments for 2017 for the County of DeKalb are Due in the amount of \$4,574.28 for Parcel No. 18-304-02-083 (Due Semi-annually on 10/02/2017 and 11/15/2017).

NOTE: The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

Countersigned:

Authorized Signatory
 Dickason Law Group, License #: 162238LPR
 Sean Kasper, License #: 408555

Schedule B valid only if Schedule A is attached.



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**SCHEDULE B, SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession in 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 mineral or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2016 and subsequent years, not yet due and payable.
7. Rights of tenants in possession.
8. NOTE: Property is not located in a PUD.
NOTE: The Lender's Policy, when issued, will contain an Alta 8.1 Environmental Endorsement.
NOTE: The Lender's Policy, when issued, will contain an Alta 9 Comprehensive Endorsement.
9. All matters as shown on plat of survey recorded in Plat Book 43, Page(s) 87, aforesaid records.

Schedule B valid only if Schedule A is attached.



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EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 304 of the 18th District of DeKalb County, Georgia, being Lot 16 of the Subdivision of Duberry Court, according to plat of same by Shirey, Nelson and Associates, dated December 18, 1964, revised June 30, 1965, and revised in November 10, 1965, and recorded in Plat Book 43, Page 87, DeKalb County Records.

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CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

1. A deed from A. Hess Bomberger II to A. Hess Bomberger II, as trustee of the FAHB Revocable Inter Vivos Trust dated 11/07/2003 and recorded on 11/12/2003 in Book 15548 at Page 117 in the Official Records of the Dekalb County Clerk of Superior Court.
2. A deed from A. Hess Bomberger, II as Executor of the last will and testament of Ann J. Bomberger late to A. Hess Bomberger, II dated 02/09/1977 and recorded on 02/11/1977 in Book 3627 at Page 28 in the Official Records of the Dekalb County Clerk of Superior Court.

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