

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File Number: 18WIMMEL
Loan No.:
Address Reference:

1. Effective Date: 03/27/18 at 8:30 a.m.

2. Policy or Policies to be issued:

- (a) ALTA Owner's Policy (06-17-06)
 Owner's Residential Advantage Policy (MD) (2-98)
 Advantage Express Residential Owner's Policy (2003)

Amount:

Proposed Insured: **TBD**

- (b) ALTA Loan Policy (06-17-06)
 ALTA Expanded Coverage Residential Loan Policy (10-13-2001)
 ALTA Short Form Residential Loan Policy (06-16-07)

Amount:

Proposed Insured:
and/or their successors and assigns, as their interests may appear.

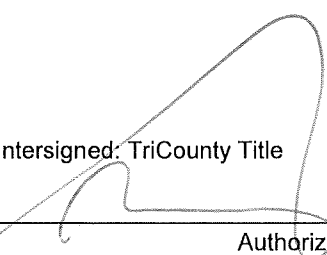
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **fee simple** estate or interest in the land is at the Effective Date vested in:
Melvin Lee Wimmer Jr. and Tammy B. Wimmer

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

SEE EXHIBIT "A" ATTACHED HERETO:

Countersigned: TriCounty Title

By: 
Authorized Officer or Agent

Agent's Address: 418 Main Street P. O. Box 1506 Greenwood, SC 29646
Phone: 864-227-9248

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - (a) General Warranty Deed, under seal, from Melvin Lee Wimmer Jr. and Tammy B. Wimmer vesting fee simple title in TBD .
 - (b) Mortgage, under seal, from TBD to securing your loan.
3. Receipt satisfactory to the Company of the Owner's Residential Affidavit. (Form No.: SC-202)
4. Receipt of completed Residential Purchaser's or Borrower's Notice Disclosure and Acknowledgement Form. (Form No.: SC-39-118R)
5. Certification and documentation satisfactory to the Company with respect to endorsements. If this requirement is met, current edition ALTA Endorsements 8.1 and 9 will be issued with the loan policy only.
6. Evidence satisfactory to the Company that the sale and conveyance of the subject property has been approved by the Bankruptcy Court having jurisdiction in the bankruptcy of Melvin Lee Wimmer, Jr., and that the following procedure has been followed:
 7. (a) Pursuant to notice to all creditors and parties in interest, the Bankruptcy Court has issued its order authorizing the specific transfer to the proposed insured.
 8. (b) The order was uncontested and there has been no objection to jurisdiction of the court.
 9. (c) No notice of appeal has been filed, no stay has been granted during the appeal period and at least ten (10) days have elapsed since issuance of the order.
 10. (d) The order was final, under the procedural rules in effect in the district, and no approval or consent of the Federal District Court is required.
 11. (e) The Court confirmed the sale, or confirmation was unnecessary.
 12. (f) A copy of the Bankruptcy Court order authorizing the sale was recorded in the County land records concurrently with (or as an exhibit to) the deed to the proposed insured.
13. Cancellation and release of record of the mortgage from Melvin Lee Wimmer, Jr. and Tammy B. Wimmer to AgSouth Farm Credit, ACA dated August 15, 2016 and recorded in Book 2298, page 16.
14. Cancellation and release of record of the mortgage from Melvin Lee Wimmer, Jr. and Tammy B. Wimmer to South State Bank dated February 21, 2017 and recorded in Book 2338, page 1.
15. Evidence satisfactory to the Company of recordation of the mortgage to be insured prior to the filing of any lien, or claim of lien, for labor, services or materials.

SCHEDULE B - SECTION II EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of 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 hereof 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. The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured. (Owner's Policy Only)
3. Taxes for the year 2018 , which are a lien, but not yet due and payable, and taxes for subsequent years.
4. Title to that portion of the land lying within the normal bounds of Lake Greenwood or which is filled land; also, rights of others (a) to flood portions of the land and (b) limit or clear vegetation. This policy does not insure that the insured has a legal right (1) of access to and from the lake, or (2) to construct or maintain docks, piers, or other improvements outside the boundary lines of the land.
5. Covenants, conditions, restrictions, reservations, easements, liens for assessments, private charges, options, rights of first refusal, rights of prior approval of future purchaser or occupant, powers of attorney and limitations on title recorded in Book 357, at page 140; amended in Book 357, at page 150; Book 3847, at Page 249; Book 849, atg Page 114; Book 390, at Page 288; Book 401, at Page 238; Book 407, at Page 106; Book 407, at Page 272; Book 441, at Page 348; and Book 450, at page 288, but this policy insures that a violation thereof will not cause a forfeiture or reversion of title.
6. Building restriction line as shown on the plat of subdivision recorded at Book A131, page 1.
7. Easement for drainage and utilities as shown on the plat of subdivision recorded at Book A131, page 1.

NOTE: The exception(s) in Schedule B omit(s) any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. § 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the County of Laurens, State of South Carolina, at Lake Greenwood, and being more fully shown and delineated as Lot 35, Crystal Bay Subdivision, Section II on a plat prepared for Southeastern Land Sales by R. Daniel Proctor, RLS, dated August 18, 1995, and recorded in Plat Book A-131, Pages 1 & 2, in the Office of the Clerk of Court for Laurens County.

FEES FOR CLOSING DISCLOSURE

\$500.00 Attorney fee to **Tinsley & Adams LLP**
 \$115.00 Abstract Fee to **Tinsley & Adams LLP**
 \$ 60.00 Overnight mail/copy fee to **Tinsley & Adams LLP**

 \$12.50 Incoming wire fee to **CountyBank** (for lender proceeds)
 Please collect for each incoming wire
 \$7.50 Outgoing wire fee to **CountyBank** (for each wire out)

 \$200.00 Title insurance binder fee to **TriCounty Title**
 \$ _____ Title insurance premium to **TriCounty Title**
 (based on loan amount of \$ _____ .00)

ENDORSEMENTS: Check all that are needed:

_____ \$100.00 ALTA 4 (condo) to **Tricounty Title**
 _____ \$100.00 ALTA 5 (Pud) to **TriCounty Title**
 _____ \$100.00 ALTA 6 (Variable Rate) to **TriCounty Title**
 _____ \$200.00 ALTA 7 (Mobile Home) to **TriCounty Title**
 No Charge ALTA 8.1 Title Endorsement (environmental lien)
 X \$100.00 ALTA 9 (Restrictions) to **TriCounty Title (always)**
 \$35.00 CPL fee to **Commonwealth Title**

Fees to Clerk of Court:

\$10.00 ++ Recording fee for mortgage \$10.00 first 4 pages
 + \$1.00 each additional page. Please include description and riders

\$ 10.00 ++ Recording fee for Deed \$10.00 first 4 pages
 + \$1.00 each additional page.

\$ _____ \$3.70/1000.00 of sales price (round up)- Deed stamps are normally
 paid by seller – check contract

Other Fees: Circle B for Buyer or S for Seller

\$ _____ Inspection to _____ B or S
 \$ _____ Inspection to _____ B or S
 \$ _____ Termite to _____ B or S
 \$ _____ Repairs to _____ B or S
 \$ _____ Commission to Listing Agent _____ B or S
 \$ _____ Commission to Selling Agent _____ B or S
 \$ _____ Payoff to _____ B or S
 \$ _____ Payoff to _____ B or S