



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY 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 EXTRA CONTRACTUAL 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, Fidelity 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 Policy Amount and the name of the Proposed Insured.

If all of 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.

Fidelity National Title Insurance Company



By:

ATTEST

President

Secretary

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27C276B46

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod

AMERICAN
LAND TITLE
ASSOCIATION



(TM23-285.PFD/TM23-285/2)



Fidelity National Title Insurance Company

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; 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 shall not be 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 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.

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.

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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.

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Transaction Identification Data for reference only:

Issuing Agent: Trademark Title Services Inc.
 Issuing Office: P.O. Box 39, Victoria, VA 23974
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: TM23-285
 Issuing Office File No.: TM23-285
 Property Address: 401 E. 5th Avenue, Kenbridge, VA 23944
 Revision No.:

SCHEDULE A

1. Commitment Date: September 26, 2023 at 08:30 AM
2. Policy to be issued:
 - (a) Proposed Insured: TBD at Auction
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee simple
4. The Title is, at the Commitment Date, vested in:
Vashti A. Clarke
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

By: Ruby L. Martin
 Ruby L. Martin

Trademark Title Services Inc.
 P.O. Box 39
 Victoria, VA 23974
 (434)676-9191

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EXHIBIT A - LEGAL DESCRIPTION

All those certain lots of land described and designated as Lots 8, 9 and 10, in Block 25, fronting on 5th Avenue, in the Town of Kenbridge, Lunenburg County, Virginia, and more particularly shown on a plat made by J. Richard Dunn, Land Surveyor, dated May 11, 1994, of record in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia, in Deed Book 215, Page 890.

Being the same property conveyed to Vashti A. Clark by deed from Kevin J. Keeney and Susan R. Keeney, dated July 16, 2008, of record in the Clerk's Office of the Circuit Court of Lunenburg County, Virginia in Deed Book 338, Page 101.



Fidelity National Title Insurance Company

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 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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. General Warranty Deed from Vashti A. Clarke to TBD at Auction
 - b. Mortgage from TBD at Auction to tbd @ auction, securing the principal amount of \$
5. Furnish copies of all instruments in this transaction for review by the company prior to closing. This commitment is subject to such addition requirements and/or exceptions as may be deemed necessary by the Company upon review of said instruments and upon full disclosures of all facts of this transaction.
6. Receipt of satisfactory executed "Owners (Sellers) Affidavit as to Mechanic's Liens and Possession."
7. Purchasers must be adversed for judgments in favor of the United States, or any other instrumentality thereof, for a period of twenty (20) years prior to the recordation of the documents proposed to the insured. Fidelity National Title Insurance Company must be provided with certification that there are no judgments in favor of the United States, or any instrumentality thereof, against the purchaser.
8. Run PACER report on Current owners/buyers/borrowers to determine if a bankruptcy has been filed. If any party is in bankruptcy, the Company must receive a satisfactory, final and non-appealable Court order (a) authorizing the transaction to be insured, or (b) declaring the property exempt. In a Chapter 7 Bankruptcy. The Trustee may give written notice that the real estate is abandoned. Additional requirement or exceptions may be made upon review.
9. Receipt of satisfactory executed INDEMNITY & UNDERTAKING AGREEMENT (GAP).
10. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
11. Release deed of trust dated July 23, 2008 recorded in Deed Book 338, page 104, from Vashti A. Clarke, a married woman, to Richard Churan, Trustee, in trust to secure National Future Mortgage Inc. the principal amount of \$149,458.00. By Loan Modification dated April 1, 2011 recorded in Deed Book 360, page 370, Vashti A. Clark and GMAC Mortgage, LLC, Lender/servicer or Agent for Lender/Servicer, agreed to extend or rearrange the time and manner of payment of the Note, which ad a new principal balance at the time of \$154676.51.
12. Release judgment in favor of Capital One Bank, N.A. against Vashti A. Clarke, dated August 7, 2013, recorded in Judgment Instrument No. 140000125 in the amount of \$563.09 plus interest, costs, and attorney's fees.



SCHEDULE B
(Continued)

SCHEDULE B, 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. Taxes for the year 2020 and subsequent years, a lien not yet due and payable.
3. Power line and telephone easements of record.
4. Any encroachment, incumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete eland survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachment on the Land of existing improvements located on adjoining land.
5. Such other matters as a careful physical examination of the property and a recent survey of the same might disclose.

Remit Payment To:
Trademark Title Services Inc.
P.O. Box 39
Victoria, VA 23974

INVOICE

Billed To:
tbd @ auction

Invoice Date:
Please Pay Before:
Our File Number: TM23-285
Your Reference Number:

Property:
401 E. 5th Avenue
Kenbridge, VA 23944
Lunenburg County

Brief Legal:

DESCRIPTION	AMOUNT
Invoice Total Amount Due	\$ 0.00
