



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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Catherine Thomas
Agent/Paralegal
Williams & Associates, LLC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

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;
- (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.

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.

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- (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.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Schedule A
ALTA COMMITMENT

1. Commitment Date: June 14, 2021 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owners Policy (06/17/06)
Proposed Insured: TBD
Proposed Policy Amount: \$0.00

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:

Janet D. Stewart by virtue of a Warranty Deed from Frank Ramsey and Glennell Ramsey, dated 06/05/2002 and filed for record on 06/06/2002 in Doc. #: D-2002-2189, Probate Office, Etowah County, Alabama.

Janet D. Stewart by virtue of a Warranty Deed from The Estate of Alphon Clayton Ramsey by Franklin D. Ramsey, as Personal Representative; dated 09/13/2002 and filed for record on 09/13/2002 in Doc. #: D-2002-3642, Probate Office, Etowah County, Alabama.

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO



Catherine Thomas
Agent/Paralegal
Williams & Associates, LLC

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Schedule B-I

ALTA COMMITMENT

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 Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Warranty Deed from Janet D. Steward to TBD.
5. No open mortgages found.
6. Satisfactory evidence that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid. NOTE: Upon receipt of a properly executed Owner/Seller Affidavit, this item shall be omitted from the Loan Policy, as applicable. (Form available upon request).
7. Secure and return executed Notice to Borrowers Regarding Owner's Title Insurance.
8. Payment of any and all Taxes, Special Assessments, Bills, Charges or Municipal Liens levied and/or assessed against subject property, which are currently due and payable, if any.
9. The Company reserves the right to raise any such additional exceptions and/or requirements as it deems necessary upon receipt of the details of the transaction and its review of the closing documents; and to search the public records from the Effective Date through the date of recordation of the insured instruments and to insert such requirements and exceptions as may be deemed appropriate resulting from such documents and search.
10. A final rundown from the Effective Date hereof to the date and time of recording the Deed and/or Mortgage referred to above.
11. Taxes for the year 2020, assessed under Tax ID#, 20-05-16-0-001-003.016 in the gross amount of \$2,797.84 are shown PAID ON 12/28/2020.
12. NOTE: The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by county authorities.

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Schedule B-II

ALTA COMMITMENT

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. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
3. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
5. Easements or other uses of subject property not visible from the surface, or easement or claims of easement, not shown by the public records.
6. Rights or claims of parties in possession not recorded in the public records.
7. Existing easements of record for ingress/egress, public utilities and public utility systems or as same are now situated over, along, across, or beneath subject property, including but not limited to those recorded in Doc. #: D-2003-1525, Probate Office, Etowah County, Alabama.
8. Rights of way for public roads as same are now situated over, along, or across subject property including but not limited to that Right of Way Deed for Public Road recorded in Book 1253, Page 605, Probate Office, Etowah County, Alabama.
9. All taxes and/or assessments for the year 2021 not yet due and payable, and for subsequent years. Taxes assessed in the amount of \$2,797.84 [ESTIMATE ONLY], Parcel ID/Tax #: 20-05-16-0-001-003.016 are due and payable October 1, 2021, but are not delinquent until December 31, 2021. (Subject to Tax Assessment).
10. The policy does not insure against any reappraisal, assessed value adjustment, and/or escape taxes which may become due by virtue of any action of the Office of the Tax Assessor, the Office of the Tax Collector, and/or the Board of Equalization.

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Schedule C

ALTA COMMITMENT

The Land is described as follows:

Commence at the Southwest corner of the SW1/4 of the NE1/4 in Section 16, Township 13 South, Range 5 East of the Huntsville Meridian, Etowah County, Alabama, and run northerly, along the west line thereof, 30 feet to the point of beginning, said point being on the North right-of-way line of Ramsey Road (60' R/W); thence continue northerly leaving said right-of-way and along the west line of said forty, 300.00 feet to a point; thence deflect right an angle of 90 degrees 23' 47" and run easterly, leaving said west line and parallel with the north right-of-way line of Ramsey Road, 695.95 feet to a point; thence deflect right an angle of 89 degrees 36' 13" and run southerly, parallel with the west line of said forty, 300.00 feet to a point on the north right-of-way line of said Ramsey Road; thence deflect right an angle of 90 degrees 23' 47" and run westerly, along said right-of-way 696.95 feet to the point of beginning. Said property being a portion of the SW1/4 of the NE1/4 in Section 16, Township 13 South, Range 5 East, Etowah County, Alabama and contains 4.80 acres, more or less.

LESS AND EXCEPT:

Commence at the SW corner of the SW1/4 of the NE1/4 in Section 16, Township 13 South, Range 5 East of the Huntsville Meridian, Etowah County, Alabama and run Northerly, along the West line thereof, 30' to the point of beginning, said point being on the North right of way line of Ramsey Road (60' R/W); thence continue Northerly leaving said right of way and along the West line of said forty, 300.00' to a point; thence deflect right an angle of 90 degrees 23' 47" and run Easterly, leaving said West line and parallel with the North right of way line of Ramsey Road 60' to a point; thence deflect right an angle of 89 degrees 36' 13" and run Southerly, parallel with the West line of said forty, 300.00' to a point on the North right of way line of said Ramsey Road; thence deflect right an angle of 90 degrees 23' 47" and run Westerly along said right of way 60' to the point of beginning. Said property being a portion of the SW1/4 of the NE1/4 in Section 16, Township 13 South, Range 5 East, Etowah County, Alabama, and contains 0.41 acre, more or less.

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