



# American Land Title Association 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.


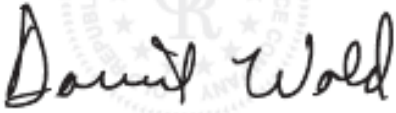
If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of  
**Cooperative Title Agency of Florida, Inc.**  
9700 Griffin Road  
Cooper City, FL 33328

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

Authorized Signatory

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.
- (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.

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**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.

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AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**Transaction Identification Data for reference only:**

Issuing Agent: <b>Cooperative Title Agency of Florida, Inc.</b>	ALTA® Universal ID: <b>1149703</b>	Commitment Number: <b>21-1066</b>	Issuing Office File Number: <b>21-1066</b>
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Issuing Office: <b>9700 Griffin Road Cooper City, FL 33328</b>	Loan Number:	Revision Number:	Property Address: <b>112 Northwest 14th Way Dania Beach, FL 33004</b>
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**Schedule A**

1. Commitment Date: **07/30/2021 at 8:00 AM**
2. Policy to be issued:
  - a. ALTA Owner's Policy (06/17/06). (With Florida Modifications)  
Proposed Insured: **TBD TBD**  
Proposed Policy Amount: **\$1,700,000.00**
3. The estate or interest in the land described or referred to in this Commitment is **fee simple**.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**Lee Vickers**
5. The Land is described as follows:  
**See legal description in Exhibit "A" attached hereto and made a part hereof.**

Old Republic National Title Insurance Company

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Authorized Signatory  
Cooperative Title Agency of Florida, Inc.

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# Schedule B-I

## AMERICAN LAND TITLE ASSOCIATION 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.

Duly executed Warranty Deed from Lee Vickers, Grantor, to TO BE DETERMINED, Grantee, conveying the land described on Schedule A hereof. (NOTE: Spouse(s) of individual(s), if any, are required to join in the execution of the above required instruments in the event the land is the homestead of the grantor. In addition, confirmation of marital status and non-homestead, where applicable, of grantor(s) must be reflected on the instrument vesting the estate to be insured.)

5. Verify with the current owner that there are no open mortgages that would affect the subject property as a search of the Public Records does not reveal one.
6. The name or names of the Proposed Insured under the Proposed Policy must be furnished in order for this Commitment to become effective. This Commitment is subject to further requirements and/or exceptions that may be deemed necessary.
7. Record in the Public Records a certified copy of the Death Certificate for Irene Vickers, deceased.
8. Completed IRS Currency Transaction Report (CTR) or proof that the subject transaction is exempt from FinCEN Geographic Targeting Order dated April 13, 2018. The issuing agent may remove this requirement for the transaction if title is taken in the name(s) of a natural person or if this transaction is a financed acquisition by a bank loan or other similar form of institutional financing. Within 30 days of the closing date, the issuing agent shall electronically file the CTR in the Department of Treasury BSA E-Filing System portal at <<https://bsaefiling.fincen.treas.gov>> and submit a copy of the CTR along with confirmation of its filing to Old Republic Title at FloridaLegal@OldRepublicTitle.com <<mailto:FloridaLegal@OldRepublicTitle.com>>. Note: This requirement only relates to residential transactions in Miami-Dade, Broward, or Palm Beach Counties in the amount of \$300,000.00 or more.
9. Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the company and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Survey must plot all Schedule B II (exceptions) items or include a statement as to inability to plot or inapplicability as the case may be. If applicable, the surveyor must include a statement of contiguity. Additional requirements and/or exceptions will be made for matters disclosed by the survey.
10. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) or mortgagor(s) herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued. Said affidavit must be stated in a positive, and not a qualified manner.
11. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.
12. A search commencing with the effective date of this Commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.

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NOTE: Taxes for the year 2021 became a lien on the land January 1st although not due or payable until November 1st of said year. Tax ID Number 504233-11-0080. Taxes for the year 2020 are PAID; gross amount being \$4,992.36.

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# Schedule B-II

## AMERICAN LAND TITLE ASSOCIATION 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date, but prior to the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoining land.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements, or claims of easements, not shown by the Public Records.
6. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
7. General or special taxes and assessments required to be paid in the year 2021 and subsequent years.
8. Matters as set forth on the Plat of the REVISED PLAT OF BLOCK 6 & TRACT "B" OF THE PLAT OF WEST MOORLAND, as recorded in Plat Book 24, Page 38, of the Public Records of Broward County, Florida.
9. Matters as set forth on the Plat of WEST MOORLAND AMENDED, as recorded in Plat Book 33, Page 43, of the Public Records of Broward County, Florida.
10. Order in favor of Board of County Commissioners recorded in Official Records Book 34145, Page 1891, of the Public Records of Broward County, Florida.
11. Unity of Title Agreement recorded in Official Records Book 41229, Page 982, of the Public Records of Broward County, Florida.
12. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

NOTE: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment:

Warranty Deed recorded May 19, 2005, in Official Records Book 39673, Page 637, of the Public Records of Broward County, Florida.  
Quitclaim Deed recorded September 10, 2009, in Official Records Book 46511, Page 1083, of the Public Records of Broward County, Florida.

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NOTE: All recording references shall refer to the Public Records of Broward County, Florida.

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# Exhibit A

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Property Description

The South 200 feet of the East 75 feet of Lot 8 of the REVISED PLAT OF BLOCK 6 & TRACT "B" OF THE PLAT OF WEST MOORLAND, according to the Plat thereof, as recorded in Plat Book 24, Page 38, of the Public Records of Broward County, Florida.

AND

Lots 1 and 3, Block 2, of WEST MOORLAND AMENDED, according to the Plat thereof, as recorded in Plat Book 33, Page 43, of the Public Records of Broward County, Florida.

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