



CHICAGO TITLE  
INSURANCE COMPANY\*

File No.: 172383(EASTWELL MANO)

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**CHICAGO TITLE INSURANCE COMPANY**

**NOTICE IS HEREBY GIVEN THAT THIS POLICY IS SUBJECT TO ARBITRATION PURSUANT TO THE PROVISIONS OF CHAPTER 48 OF TITLE 15 (SEC. 15-48-10 ET SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.**

**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, CHICAGO 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.

**CHICAGO TITLE INSURANCE COMPANY**

Issued By: \_\_\_\_\_  
Authorized Signatory

Latta Title Insurance Agency, LLC  
110 East Main Street  
Latta, SC 29565-1505  
Tel:843-418-1155  
Fax:843-418-1154

By:

Randy R. Quirk  
President

Attest:

Marjorie Nemzura  
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C276B40 72C276B40 ALTA Commitment For Title Insurance 08/01/2016 180 days  
04/02/2018 C276B\_SC

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## 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.

### 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.

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- 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.

**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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CHICAGO TITLE INSURANCE COMPANY  
3700 Forest Drive, Suite 201, Columbia, SC 29204

Issued by:  
Latta Title Insurance Agency, LLC, 110 E. Main Street, Latta, SC 29565

SCHEDULE A

Office File Number 172383(EASTWELL MANO

Commitment Number 172383(EAST MANOR)

1. Commitment Date: 10/28/21 at 04:30 PM
2. Policy or Policies to be issued:
  - a. ALTA Owners Policy (2006):: Policy Amount: \$  
  
Proposed Insured: Eastwell Manor, Inc.
  - b. ALTA Loan Policy (06/17/06): Policy Amount: \$  
  
Proposed Insured:
3. Fee Simple interest in the Land described in this Commitment is owned, at the Commitment Date, by Eastwell Manor, Inc.
4. The Land referred to in the Commitment is described as follows:

"All that certain piece, parcel or tract of land, situate, lying and being in the County of Dillon, State of South Carolina, and lying in the Town of Latta, and being shown on a plat of a lot owned by David Aston of Latta, S.C., made by C.O. Epps, Surveyor, and dated June 23, 1970. According to said map or plat, the said lot consists of 3.13 acres and is bounded on the northeast 359 feet by Academy Street; on the southeast 336 feet by Church Street; on the Southwest 350 feet by LeGette Street; and on the northwest 415 feet by lots owned by Dan Mobley, David Aston, Malcolm George and Ruth Horner. For full particulars, reference is hereby made to said map, which is recorded in the office of the Clerk of Court for Dillon County in Plat Book 11 at page 101."

NOTE: This Commitment consists of pages labeled Schedule A, Schedule B-1, and Schedule B-2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the inserted pages.

## CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE B - Section 1

Office File Number 172383(EASTWELL MANO

Commitment Number 172383(EAST MANOR)

**Requirements**

The following requirements must be met:

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. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded.
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. Seller/Mortgagor Affidavit (Form 3049) must be executed and returned to the Company.
6. Disclosures required by the South Carolina Department of Insurance are to be made in writing on CTIC Form 2781 (Rev. 4/90) and copy thereof returned to the Company.
7. Exception 2 may be deleted, altered or amended when the Company receives its Form Number 3049 completely executed.
8. Exceptions 3 and 4 may be deleted, altered or amended when the Company receives a satisfactory survey and/or inspection of the Land.
9. The mechanics' lien, exception 5, may be deleted, altered or amended when the Company receives its Form Number 3049 completely executed.
10. Payment, cancellation and satisfaction of record of Dillon County taxes for the year(s) 2021, plus penalties and interest, if any.
11. Payment, cancellation and satisfaction of record of the Mortgage from Eastwell Manor, Inc. to Anderson Brothers Bank, dated June 18, 2020, recorded in Mortgage Volume 885 at Page 1, Public records of Dillon County, South Carolina.
12. The deed must be executed pursuant to proper corporate resolution, and we must be furnished a certified copy thereof.

**The following ALTA endorsements will be attached to the final policy upon completion of the Company's requirement for issuance:**

**CHICAGO TITLE INSURANCE COMPANY****SCHEDULE B - Section 2**

Office File Number 172383(EASTWELL MANO

Commitment Number 172383(EAST MANOR)

**Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date 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. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to lien, for services, labor or material heretofore furnished, imposed by law and not shown by the Public Records.
6. Taxes and assessments for the year 2022, and subsequent years, which are a lien but are not yet due and payable.
7. No insurance is afforded as to the exact amount of acreage contained in the Land.
8. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
9. Any taxes assessed under the rollback provisions of ' 12-43-220 (D-4) South Carolina Code of Laws 1976, as amended.
10. Excludes any matters pertaining to the execution and collection of delinquent taxes and delinquent tax sales.
11. Zoning laws or other ordinances, regulations, and restrictions, including statutes and other laws of municipal, county or other governmental authorities applicable to and enforceable against the Premises.
12. Utility easements and rights-of-way whether or not of record.
13. No certification is made as to the accuracy of the records of the County Treasurer and Delinquent Tax Office.
14. Conditions, covenants, exceptions and restrictions of whatever nature, if any, whether or not of record.
15. Exception is taken to any environmental matters pertaining to said property, specifically in the

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matter that might be revealed as a result of a full environmental assessment, including soil testing, at the subject property.

16. Deed in the chain of title from H.M. Russell to Michael and Patricia Griffey recorded in the Office of the Clerk of Court for Dillon County in Deed Book 272 at Page 128, omits the notary expiration in the Probate of the Deed.



11-101

