



ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND 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 EXTRACONTRACTUAL 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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 six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered. This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired. No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment

ISSUED BY:

WESTCOR LAND TITLE INSURANCE COMPANY

[Handwritten signature of Mandy Farris]

Mandy Farris, License #: 7473225
Professional Land Title Company of Arkansas
103 North Main Street
Searcy, AR 72143
(501) 380-7686



By: [Handwritten signature of Mary O'Donnell]
President

Attest: [Handwritten signature]
Secretary

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; and signed by the Company or its issuing agent that may be in electronic form.



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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) signed 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.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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- (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
- (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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WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT (Adopted 6-17-06; Rev. 08-01-2016)

Transaction Identification Data for reference only:

Issuing Agent: Professional Land Title Company of Arkansas
Issuing Office: 103 North Main Street, Searcy, AR 72143
ALTA® Universal ID: 1085549
Loan ID Number:
Commitment Number: 21-46192-LJ
Issuing Office File Number: 21-46192-LJ
Property Address: 107 Club Creek Drive, Searcy, AR 72143
Revision Number: 1

SCHEDULE A

1. Commitment Date:
01/13/2023 at 8:00 AM

 2. Policy to be issued:
 - a. ALTA Owner's Policy
Proposed Insured: **TBD**
Proposed Policy Amount: **\$1,000.00**

 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 Commitment Date vested in:
Keith Capps and Kathryn Capps, as husband and wife [CLICK HERE](#) by deed from John M. Rayburn and Jamie L. Rayburn, as husband and wife dated 08/10/2016 and recorded with White County Circuit Clerk on 08/12/2016 in Book 2016, Page 10667.

 5. The Land is described as follows:
Property description set forth in Exhibit A attached hereto and made a part hereof.
- Issued By:



Authorized Signatory

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

Duly authorized and executed Deed from Keith Capps and Kathryn Capps, husband and wife, to TBD, to be executed and recorded at closing.

5. **A mortgage by Keith Capps and Kathryn Capps, husband and wife to LoanDepot.com dated July 8, 2021 in the original principal amount of [REDACTED] and recorded on July 27, 2021 as Instrument #L202111456 in Book MORT 2021, Page 24196 in the official records of White County Circuit Clerk, to be paid with proceeds of loan and released.**
6. **A mortgage by Wilbur Keith Capps and Kathryn M. Capps to Southern Bank dated August 26, 2021 in the original principal amount of [REDACTED] and recorded on September 7, 2021 as Instrument #L202113962 in Book MORT 2021, Page 29565 in the official records of White County Circuit Clerk, to be paid with proceeds of loan and released. (NOTE: This mortgage secures an equity line of credit and/or revolving loan. The Company requires a satisfactory written statement from the existing lender confirming: (a) the payoff amount, (b) that the line of credit has been closed, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreeing to deliver a full satisfaction/release upon payment of the outstanding balance.)**
7. Furnish satisfactory evidence that there are no outstanding mechanics' or materialman's lien against the property, examine parties carefully and attach owners' and contractors' affidavits where there has been construction during the statutory period for liens.
8. Duly authorized and executed Buyer's Affidavit, to be executed by buyer at or before closing.
9. Duly authorized and executed Seller's/Owner's Affidavit, to be executed by seller at or before closing.
10. Payment of all taxes, charges, assessments levied and assessed against subject property, which are due and payable.

(Additional Requirements may be listed here by number)

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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, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. Taxes and assessments not yet due and payable at Commitment Date.
10. Any title or rights asserted by anyone including but not limited to person, corporation, governments, or other entities, to tidelands, or lands comprising the shores of bottoms of navigable rivers, lakes, bays, oceans, or gulf, of lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
11. Reservations contained in Patent from the United State of America or State where land described in Exhibit A is located.
12. Any claim, which arises out of the transaction vesting in the insured, the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditor's right laws.
13. Any prior mineral reservation of conveyance, together with rights, privileges, and immunities relating thereto and release of damages of minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel in or on and under subject property.
14. Covenants, Restrictions, Easements, and Building Lines, other than city or county ordinances, but deleting any covenant, condition, or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 ©.
15. Subject to any lien or other defect in title that may arise under or through the party or parties proposed to be insured under an Owner's Policy.

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16. The policy will not insure acreage. Any mention of acreage is for descriptive purposes only.
17. Subject to the restrictions set out in deeds recorded on July 13, 1992 in Book 514, Page 639; on August 23, 1995 in Book 548, Page 097; on August 26, 1996 in Book 559, Page 297; and on March 10, 2005 in Book 2005, Page 02927, all in the [official records](#) of White County, Arkansas
18. A reservation of oil, gas, and minerals by deed recorded on December 7, 2009 in Book 2009, Page 15707 in the [official records](#) of White County, Arkansas, together with the appurtenant rights to use the surface of the Land. The Company makes no representation as to the present ownership of this interest.
19. Reservations, restrictions, dedications, easements, right-of-way and setback lines as may be shown on the plat of said CLUB CREEK ESTATES, recorded on April 3, 2006 in Book C-1, Page 27 in the official records of White County, Arkansas.
20. Assessments, obligations, fees, reservations, restrictions, easements, dedications, rights-of-way, setback lines, covenants and conditions, as contained in the Bill of Assurance of CLUB CREEK ESTATES, recorded on April 3, 2006 in Book 2006, Page 3096 in the [official records](#) of White County, Arkansas, and all amendments thereto.
21. Assessments, obligations, fees, reservations, restrictions, easements, dedications, rights-of-way, setback lines, covenants and conditions, as contained in the Ratification and Adoption of Bill of Assurance of CLUB CREEK ESTATES, recorded on June 21, 2010 in Book 2010, Page 11368 in the [official records](#) of White County, Arkansas, and all amendments thereto.
22. The rights of the public and others to use that portion of subject property lying within the right-of-way of Club Creek Drive on the North side of subject property.

NOTE: Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at: Arkansas Insurance Department, 1 Commerce Way, Suite 102, Little Rock, AR 72202.

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WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT (Adopted 6-17-06; Rev. 08-01-2016)

EXHIBIT A

TRACT 1:

LOT THREE (3) OF CLUB CREEK ESTATES TO WHITE COUNTY, ARKANSAS AS SHOWN BY PLAT FILED IN PLAT CABINET C-1 AT SLEEVE 27, AND BEING A PART OF SECTION EIGHTEEN (18), TOWNSHIP SEVEN (7) NORTH, RANGE SEVEN (7) WEST.

TRACT 2:

LOT FOUR (4) OF CLUB CREEK ESTATES TO WHITE COUNTY, ARKANSAS AS SHOWN BY PLAT FILED IN PLAT CABINET C-1 AT SLEEVE 27, AND BEING A PART OF SECTION EIGHTEEN (18), TOWNSHIP SEVEN (7) NORTH, RANGE SEVEN (7) WEST.

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