



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 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, Fidelity National Title Insurance Company, a Delaware 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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

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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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. 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.

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- 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 IS 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 closing, settlement, escrow, or any other purpose.
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. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Foundation Title and Escrow Series (AL), LLC
Issuing Office: 3501 Memorial Parkway SW, Suite 400, Huntsville, AL 35801
Issuing Office 's ALTA® Registry ID: 1047698
Loan ID No.: TBD
Commitment No.: PLS-2300595
Issuing Office File No.: PLS-2300595
Property Address: 5264 Rustic Trail , Huntsville, AL 35811

SCHEDULE A

1. Commitment Date: July 28, 2023 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (07/01/21)
Proposed Insured: TBD
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/01/21)
Proposed Insured: TBD
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Archambault Enterprises, LLC, an Alabama limited liability company by a Warranty Deed from G. Keith Kirksey and wife, D. Lynn Kirksey, dated November 1, 2007 and recorded November 16, 2007 in Instrument No. 20071116000798220, of the Public Records of Madison County, Alabama.
5. The Land is described as follows:
SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A

(Continued)

Countersigned by:

Fidelity National Title Insurance Company

By: 
Authorized Signatory

By: 
Michael J. Nolan
President

Foundation Title and Escrow Series (AL), LLC
Alabama License No.: 0441314/ ALTA Agent ID: 1047698
3501 Memorial Parkway SW, Suite 400 Huntsville, AL
35801
Phone (256)776-7704
Craig R. Paulus License No.: 0657077

ATTEST: 
Marjorie Nemzura
Secretary

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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. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
5. Documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
 - a. Duly authorized, executed and recorded Warranty Deed from Archambault Enterprises, LLC, an Alabama limited liability company to TBD conveying the land described under Schedule "A".
 - b. Duly authorized, executed and recorded Mortgage from TBD to the proposed insured.
 - c. Conveyances of Homestead Properties must be joined by conveying party's spouse. "Homestead Properties" shall include any property that constitutes the marital residence of the conveying party and his or her spouse on the date of conveyance. "Conveyances" includes the execution of a deed or mortgage conveying an interest in real property.
6. Proof of payment of Homeowners Association liens and/or assessments, if applicable.
7. Satisfaction and release of that certain mortgage executed by Archambault Enterprises LLC to [REDACTED] [REDACTED] given to secure the original principal sum of [REDACTED] dated 4/11/2023, recorded 7/27/2023, in Book 2023, Page 122473 of the Probate Records of Madison County, Alabama.

If the mortgage cited herein to be paid off is a Home Equity, HELOC, or a revolving credit mortgage, the Company requires the borrowers to execute a Request to Cancel Revolving Line of Credit Mortgage, and to surrender all checks, credit cards, and any other method of accessing the revolving credit loan, to the closing agent and the closing agent will transmit the executed Request to the lender and secure a cancellation of the credit line.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



PLS-2300595

SCHEDULE B, PART I

(Continued)

8. Affidavit executed by current owner(s) of the property described in Schedule A on a form to be supplied by the Company which shall include, but not be limited to, a certification that (1) there are no parties in possession of the land described in Schedule A, other than the current owners; (2) no bankruptcy proceedings in any federal court, federal tax liens, state tax liens and/or judgments have been or are being filed against the owner(s); (3) there are no liens for past due taxes of any nature or any unpaid assessments of any kind; (4) there are no financing statements and no outstanding indebtedness for equipment, appliances or other fixtures attached to the land described in Schedule A; (5) there are no matters existing, at the time of the delivery of any deed contemplated herein, which would adversely affect the ability of the owner(s) to mortgage or convey the land described in Schedule A; and (6) there have been no improvements to the insured property within the past 6 months which could give rise to mechanics and/or materialmen's liens and that there are no accounts or claims pending and unpaid which could constitute a lien against insured property.
9. Execution and delivery of Notice of Availability of Title Insurance to Purchaser/ Mortgagor.
10. Gap Indemnity, in a form satisfactory to Company, to be executed by the Seller, if this is a purchase transaction, or by the Borrower for all other transactions.
11. If this is a purchase transaction, we require execution of an Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents in compliance with Code of Alabama (1975) Section 40-18-86. If the Seller does not meet the requirement of the Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents, a withholding tax will be required to be withheld from the proceeds of the sale and remitted to the Alabama Department of Revenue.
12. If Buyer/Borrower or Seller is not a natural person, Company requires proof of the legal existence and Certificate of Good Standing from the State of incorporation and/or organization of all such Buyer/Borrowers and Sellers and/or qualification to do business in the State of Alabama.
13. If Buyer/Borrower or Seller is not a natural person, Company must be furnished evidence that the proposed insured instrument (Deed or Mortgage) has been duly authorized, properly executed and acknowledged and that all necessary and proper corporate action has been taken by the executing entity to effectuate the delivery of a instrument.
14. 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.
15. A final title rundown from the Effective Date hereof to the date and time of recording the Deed and/or Mortgage referred to above. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from matters which would be revealed by such search, to the extent that Company, or Agent countersigning this Commitment, has disbursed said proceeds.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



PLS-2300595

SCHEDULE B, PART I

(Continued)

16. County real property taxes for the year 2022 under Tax ID No. 13-03-05-0-002-096.004 in the amount of \$3,989.57 are PAID. Tax payments are due each year beginning on October 1st and are delinquent December 31st.
17. County personal property taxes for the year 2022 under PIN 231505 in the amount of \$90.95 are PAID. Tax payments are due each year beginning on October 1st and are delinquent December 31st.
18. 24 month chain of title: Archambault Enterprises, LLC, an Alabama limited liability company by a Warranty Deed from G. Keith Kirksey and wife, D. Lynn Kirksey, dated November 1, 2007 and recorded November 16, 2007 in Instrument No. 20071116000798220, of the Public Records of Madison County, Alabama.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



PLS-2300595



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SCHEDULE B, PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.
4. Any encroachment, encumbrances, violations, variations, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien or rights to a lien, for labor, services or materials imposed by law and not shown by the Public Records.
6. Any claims to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
7. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable, including (a) taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records; and/or (c) taxes resulting from supplemental, revised or correction assessments.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



PLS-2300595

SCHEDULE B, PART II

(Continued)

8. Payment of any and all Special Assessments, Bills, Charges, or Municipal Liens levied and/or assessed against subject property, which are currently due and payable, if any.
9. Covenants, conditions, and restrictions as set forth in instrument recorded in Book 993 Page 500, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
10. Rights or claims that may be asserted by parties in possession of the Land, not shown by the Public Records.
11. Utility easement(s) recorded in Volume 501, Page 67, of the Public Records of Madison County, Alabama.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



PLS-2300595



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SCHEDULE C

The Land is described as follows:

All that part of Section 5, Township 3 South, Range 1 East, more particularly described as beginning at an iron pin found (BSS) that is North 00 degrees 09 minutes 30 seconds West 393.39 feet; from the center of the North boundary of Section 8, Township 3 South, Range 1 East.

Thence South 88 degrees 53 minutes 59 seconds West 514.91 feet to an iron pin found on the right of way of Rustic Trail; thence along said right of way, North 01 degrees 04 minutes 30 seconds West 280.00 feet to an iron pin set (BSS); thence leaving said right of way, North 88 degrees 53 minutes 57 seconds East 174.48 feet to an iron pin set (BSS); thence due North 30 feet to an iron pin set (BSS); thence North 88 degrees 53 minutes 54 seconds East 190.99 feet to an iron pin set (BSS); thence South 00 degrees 18 minutes 04 seconds East 30.0 feet to an iron pin set (BSS); thence North 88 degrees 53 minutes 57 seconds East 153.76 feet to an iron pin found; thence South 00 degrees 09 minutes 30 seconds East 280.04 feet to the point of beginning.