

# How to View Documents Noted in the Title Commitment

1. Use the following link to access documents mentioned in this title commitment:

[Deeds & Records of Baldwin County](#)

2. Enter the book, page, or instrument number in the spaces provided.

3. Should you have any questions, please call Chase at 800-476-3939.



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**DOMA TITLE INSURANCE, INC.**

**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, Doma Title Insurance, Inc., a(n) 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 Amount of Insurance 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.

**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.

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- 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:
- the Notice;
  - the Commitment to Issue Policy;
  - the Commitment Conditions;
  - Schedule A;
  - Schedule B, Part I – Requirements;
  - Schedule B, Part II – Exceptions; and
  - 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**
- 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:
    - comply with the Schedule B, Part I – Requirements;
    - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - acquire the Title or create the Mortgage covered by this Commitment.
  - 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.
  - 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.
  - 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.
  - The Company is not liable for the content of the Transaction Identification Data, if any.
  - 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.
  - 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**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.


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- 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 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 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.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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**DOMA TITLE INSURANCE, INC.**  
760 N.W. 107 Avenue Suite 401, Miami, FL 33172



  
By: \_\_\_\_\_  
Emilio Fernandez, President

  
By: \_\_\_\_\_  
Valerie Jahn-Grandin, Secretary

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

Issuing Agent: MLJ Escrow LLC  
Issuing Office: 22645 Canal Road, Suite B  
Orange Beach, AL 36561  
Issuing Office's ALTA® Registry ID: 0220805  
Loan ID Number: TBD  
Commitment Number: MLJS-24-1199  
Issuing Office File Number: MLJS-24-1199  
Property Address: River Road, Orange Beach, AL 36561  
Revision Number:

**SCHEDULE A**

1. Commitment Date: April 25, 2024 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy  
Proposed Insured: **TBD**  
Proposed Amount of Insurance: **\$**  
The estate or interest to be insured: **fee simple**
  - (b) 2021 ALTA Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: **\$0**  
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:  
Vanessa Smith, and Thomas R. Billingsley by deed from Limitless by Truland Homes dated 07/14/2021 and recorded with Simplifile on 07/19/2021 as Instrument #1929516. (LOT 3)  
  
Lindsey T Grant to Vanessa Smith by deed dated 05/20/2021 and recorded on 06/08/2021 as Instrument Number 1920052 in the Official Records of the Judge of Probate. (LOT 4)
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**MLJ ESCROW LLC**  
22645 Canal Road, Suite B, Orange Beach, AL  
36561  
Telephone: (251) 968-5586


**DOMA TITLE INSURANCE, INC.**  
760 N.W. 107 Avenue Suite 401, Miami, FL 33172


Countersigned by:



Oliver Wesley Long, License #657858  
MLJ Escrow LLC, License #2305087



  
By: \_\_\_\_\_  
Emilio Fernandez, President

  
By: \_\_\_\_\_  
Valerie Jahn-Grandin, 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. 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 Vanessa Smith and Thomas R. Billingsly, to TBD, to be executed and recorded at closing. **MARITAL STATUS OF GRANTORS TO BE NOTED ON DEED. SAID DEED TO STATE NON-HOMESTEAD IF MARRIED AND SPOUSE(S) NOT SIGNING.**

Duly authorized and executed Mortgage from TBD, to {lender\_name}, securing its loan in the amount of \$0.00.

5. If DOMA is requested to insure a mortgage policy, then a judgment search must be conducted on Purchaser. DOMA reserves the right to add additional requirements and/or exceptions as may be deemed necessary.
6. Affidavit verifying no open Mortgages.
7. Written statement from the Property Owner's Association, Inc. as to any dues or assessments, present or future, levied against the property.
8. DOMA's Privacy Notice is distributed to the parties to the transactions.
9. Taxes for the year 2023, assessed under Tax ID# 63-08-33-0-000-001.242 / PPIN 113130 **are shown as Paid as of 11/15/2023 in the amount of \$728.00.** Estimated 2024 taxes in the amount of \$700.00 are due 10/01/2024 and delinquent after 12/31/2024. (LOT 3)
10. Taxes for the year 2023, assessed under Tax ID# 63-08-33-0-000-001.241 / PPIN 113129 **are shown as Paid as of 11/15/2023 in the amount of \$728.00.** Estimated 2024 taxes in the amount of \$700.00 are due 10/01/2024 and delinquent after 12/31/2024. (LOT 4)

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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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Rights or claims of parties in possession not recorded in the Public Records.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Taxes or special assessments required to be paid in the year 2023 and subsequent years.
7. 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.
8. 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 subject property. Anything to the contrary notwithstanding, nothing herein attempts to set out any ownership interest in any oil, gas, and minerals or any rights in connection therewith, and said oil, gas, and mineral interests, and all rights of entry, including the right to mine or extract such oil, gas and mineral interests are not insured.
9. Declaration of General Covenants and Restrictions applicable to Ono Island Subdivision, Baldwin County, Alabama dated November 30, 2000, and recorded as a part of the Articles of Incorporation of Property Owners Association of Ono Island, Inc., at Instrument #575735 in the Probate Office of Baldwin County, Alabama.
10. Declaration of General Covenants and Restrictions applicable to Ono Island Subdivision dated April 1, 2010 and recorded at Instrument #1226606 in the Probate Office of Baldwin County, Alabama.
11. Restrictions, reservations, limitations and rights relating to the use and occupancy of the property described in Schedule "A" as set forth in Declaration of General Covenants and Restrictions applicable to Ono Island Subdivision, Unit 1, by instrument dated September 10, 1970 and recorded in Miscellaneous Book 22, page 359, et seq., and amended in Miscellaneous Book 40, page 1033, further amended in Real Property Book 278, page 1113, further amended in Miscellaneous Book 66, page 232, further amended in Real Property Book 491, page 1078, further amended at Instrument #1204032, and further amended at Instrument #1226606, and all

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amendments thereto in the Probate Office of Baldwin County, Alabama.

12. All terms, conditions, restrictions, reservations, and other limitations upon the use and occupancy of said realty as contained and set forth in "DECLARATION OF LOCAL COVENANTS AND RESTRICTIONS APPLICABLE TO ONO ISLAND SUBDIVISION, UNIT THIRTEEN, BALDWIN COUNTY, ALABAMA," recorded in Miscellaneous Book 61, Page 368, et seq., in the Probate Office of Baldwin County, Alabama.
13. Subject to Articles of Incorporation of Property Owners Association of Ono Island, Inc., recorded in Corporation Book 17, page 861, et seq., and amended at Instrument #575735 in the Probate Office of Baldwin County, Alabama.
14. By-Laws of The Property Owner's Association of Ono Island, Inc. recorded at Instrument #1506400 in the Probate Office of Baldwin County, Alabama.
15. Building setback lines and drainage and utility line easements and all matters as shown on the recorded plat of Ono North Phase One, including but not limited to the general notes and the surveyor's note.
16. Building setback lines and drainage and utility line easements, planting strip, access restrictions and all matters as shown on the recorded plat of Unit 28A Ono Island, Slide 1389A, including but not limited to the general notes, survey notes and site data in the Probate Office of Baldwin County, Alabama.
17. Lack of access to River Cove Drive as stated on the recorded plat of Unit 28A Ono Island, Slide 1389A in the Probate Office of Baldwin County, Alabama.
18. Easement granted Baldwin County Electric Membership Corporation by instrument dated September 8, 1970, and recorded in Deed Book 521, page 736 in the Probate Office of Baldwin County, Alabama.
19. Notice of Increase of Annual Maintenance Assessment Lien Against the Lots in Ono Island Subdivision as recorded in Real Property Book 278, page 1113 in the Probate Office of Baldwin County, Alabama.
20. Rights of others in and to use of easements for ingress and egress.
21. Right-of-way easement to Alabama Power Company, and all rights in connection therewith. as contained in instrument recorded in Deed Book 349, Page 36 in the Probate Office of Baldwin County, Alabama.
22. Rules, regulation, terms, conditions, and provisions regarding the use of the recreational facilities and common areas of Ono Island Subdivision.
23. Any claim arising by reason of any portion of said realty lying below mean high tide, or some portion of said realty is tide or submerged land or has been created by artificial means or has accreted to such portion so created.
24. Subdivision Regulations as set forth in instrument by the Orange Beach Planning Commission, dated July 2, 1991 and recorded Miscellaneous Book 71, Page 829, and amended by Instrument recorded in Miscellaneous Book 89, Page 768; and amended in Miscellaneous Book 90, Page 92; and amended in Miscellaneous Book 92, Page 1286; and amended in Miscellaneous Book 93, Page 132; and amended in Miscellaneous Book 96, Page 875; and in Miscellaneous Book 97, Page 639, and further amended in Instrument recorded January 20, 1999, as instrument number 474555, Pages 1 through 33 in the Probate Office of Baldwin County, Alabama, and all other and future amendments, rules and regulations promulgated pursuant thereto
25. Rights of the Ono Island Property Owners Association to assess liens or charges, if that right exists in the By-Laws

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of said Association.

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**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Baldwin, State of Alabama and is described as follows:

Lots 3 and 4, Ono Island, Unit 28-A, according to map thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on Slide 1389-A.

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