



Ellisville Office:
106 East Holly Street
Ellisville, MS 39437
Tel: 601-800-8290 Fax: 601-964-7879
paul@pblandtitle.com

October 1, 2024

Via E-Mail

Target Auction & Land Company
216 S 4th Street, Suite A
Gadsden, AL 35901

RE: PRELIMINARY TITLE OPINION

Parcel No.: 134I-31-03-011.00
PPIN: 10734
Indexing: Lots 27 and 28, Homewood Subdivision, Second
Judicial District
County: Jones County, Mississippi

Attn: Chase Harris:

This is to certify that I, Paul D. Walley, have conducted or caused to be conducted an examination of the official land records in the office of the Chancery Clerk of Jones County, Mississippi, with regard to title to the following described land, situated, lying and being in Jones County, Mississippi (the "Property"), to-wit:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

My/our examination of the official land records was limited to the following indices ("Records Searched") for the periods shown:

| | |
|----------------------------|--|
| Sectional Index | 32 years (from September 27, 1992 to September 27, 2024) |
| State Tax Lien Registry | 7 years |
| Construction/Special Liens | 1 year |
| Lis Pendens | Greater of 10 years or Period of Current Ownership |
| Federal Tax Liens | 10 years |
| Federal Civil Judgments | 20 years |
| Circuit Court Judgment | 7.5 years |
| Tax Sale Books | Greater of 10 years or Period of Current Ownership |
| Ad Valorem Taxes | 2021 through 2023 |

Based upon my examination of the foregoing, I am of the opinion that as of September 27, 2024, at 8:00 o'clock a.m., good and marketable title to the Property is vested in Louis S. Crumbley and wife, Amelia W. Crumbley, by virtue of that certain Warranty Deed from Luther L. Gieger, Jr. and wife, Congetta W. Geiger, dated February 23, 1995, and filed on February 27, 1995, in Land Deed Book 1032, Page 423, and also as subject to the following record exceptions, to-wit:

1. Those taxes, special assessments and other governmental liens which become due and payable subsequent to the date hereof.
2. Ad valorem taxes for the year 2023, Parcel No. 134I-31-03-011.00, PPIN #10734, were paid on February 28, 2024, in the amount of \$3,801.98.
3. Subject to covenants of record in the Office of the Chancery Clerk of Jones County, Mississippi, in Land Deed Book U, Page 536.
4. Subject to right of first refusal of record in the Office of the Chancery Clerk of Jones County, Mississippi, in Land Deed Book U, Page 536.
5. Subject to that certain Deed of Trust executed by Louis S. Crumbley and wife, Amelia W. Crumbley to [REDACTED]
6. Subject to that certain Deed of Trust executed by Louis S. Crumbley and Amelia W. Crumbley to [REDACTED]

This opinion is expressly limited to the matters described above. I/we have not examined, and therefore express no opinion as to any matter not described above which might affect title to the Property, including:

- A. Rights, interests or claims of parties in possession of the subject property not shown by the Records Searched or which may be revealed by competent inspection of the Property.

- B. Rights, interests or claims affecting the Property which a complete and accurate survey would disclose, including, but not limited to, abutter's rights, boundary line disputes, overlaps or encroachments, roadways, deficiency in quantity of land, changes in boundary lines caused by the location of any water body within or adjacent to the Property or lack of access.
- C. Matters of title not appearing of record or which are not properly indexed in the Records Searched of the county in which the Property is located, including, but not limited to unrecorded servitudes or easements, roadways, other uses of the Property not visible from the surface, other similar conditions not disclosed by Records Searched.
- D. Forged or fraudulent contracts, deeds or other instruments affecting title or whether or not documents in the chain of title were executed to or from a party of sound and disposing mind or a nonexistent corporation, person or entity, or whether or not a person signing for or on behalf of a corporation, unincorporated association, or another person in a representative capacity was duly authorized to execute any documents in the chain of title in such capacity.
- E. Any transfers, the substance and subject of which may be attacked as a fraudulent conveyance within the meaning of the Federal Bankruptcy Code or Mississippi law.
- F. Any and all flood plain regulations, encroachment limits, flood plain zoning or wetland regulations as established by local, state or federal law or agencies.
- G. Any changes in the boundaries caused by a change in the location of any water body within or adjacent to the Property, and any adverse claim to all or part of the Property that is or was previously under water.
- H. Any security interests in fixtures attached to the Property of which notice may be given by a financing statement that has not been filed of record.
- I. All liens for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after the date hereof, not shown by the Records Searched.
- J. All taxes or special assessments not shown as a lien in the Records Searched or in the records of the local tax collecting authority as of the date of examination.
- K. Any claim to (i) 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 Property or produced from the Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (ii) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto.
- L. All facts or conditions which would be revealed by competent inspection of the Property, including, but not limited to, the existence or non-existence of any hazardous substances on or under the Property that may constitute a violation of

any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental authority pertaining to health or the environment, including, without limitation, the Clean Air Act, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Occupational Safety and Health Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, and the Toxic Substances Control Act, all as amended and including all regulations, permits, and orders issued thereunder.

- M. All zoning ordinances of any governmental authority applicable to the Property.
- N. Compliance with the Federal Truth-In-Lending Act and Regulation Z which allow a rescission under certain circumstances.
- O. Federal Bankruptcies that have not been filed in the Office of the Chancery Clerk of Jones County, Mississippi.

You are advised to inform yourself of these matters by an independent investigation.

You should also obtain a professional environmental assessment to determine whether any solid waste, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions exist on the Property. Such conditions are not ordinarily shown in the official land records, but they may result in injunctions, fines, required clean-up, or other remedial action under federal, state, or local laws. These laws may impose liens against the Property and personal liability against the owner, even though the owner did nothing to create the condition and acquired the Property without knowing about it.

You may purchase additional protection of your interest in the Property through an owner's or lender's title insurance policy issued by Old Republic Title and purchased through my/our firm. A title insurance policy provides certain protection of your interest in the Property which exceeds the protection available through this opinion. If you are interested in obtaining a title policy or have questions concerning title policies, please contact us/me.

This Title Opinion is directed only to the addressee above and has been prepared for said addressee's use and reliance only. No other persons, firms, corporations or entities are authorized to rely on this opinion. No other person, including the addressee, shall be entitled to rely on this opinion for the purpose of writing any title insurance policy, either owner's or lender's, from any title insurance company authorized to sell title insurance in the state of Mississippi.

Sincerely,
Pine Belt Land Title, LLC

Paul D. Walley

Paul D. Walley,
MSB#6918

EXHIBIT "A"

**JONES COUNTY
SECOND JUDICIAL DISTRICT
HOMEWOOD SUBDIVISION**

Parcel A: Beginning at the Northeast Corner of Lot No. 27 of the Homewood Addition to the City of Laurel, Mississippi, as per plat on file in the Office of the Chancery Clerk, and run thence in a Southwesterly direction along Home Drive as shown in said plat of said Homewood Addition, 20 feet for a Point of Beginning; thence continue in a Southwesterly direction along said Home Drive 100 feet; thence run in a Southeasterly direction to a point on the North side of Thirteenth Street, which coincides with the South line of Lot 28 of the said Homewood Addition as per plat on file, and which said point is 204 feet Easterly from the Southwest Corner of Lot 28 in said Homewood Subdivision; thence continue Easterly along the North line of said Thirteenth Street 100 feet; thence Northwesterly to the Point of Beginning.

Parcel B: Lots Twenty-seven (27) and Twenty-eight (28) of the Homewood Subdivision of the City of Laurel, according to plat on file in the Office of the Chancery Clerk of said district, county and state, together with the "common ground" as marked and shown on said plat immediately adjacent to and abutting on said lots; less that portion of said Lots Twenty-seven (27) and Twenty-eight (28) of said Homewood Addition presently owned by Irene B. Rutledge and described as follows: Beginning at the Northeast (NE) Corner of Lot Twenty-seven (27) of Homewood Subdivision as per plat on file, and running thence in a Southwesterly direction along the Home Drive 120 feet to a point; thence in a Southeasterly direction, parallel to the East (E) line of Lot Twenty-seven (27) to a point on Thirteenth Street on the South line of Lot Twenty-eight (28); thence in an Easterly direction along the South line of Lot Twenty-eight (28) to the Southeast (SE) Corner thereof; thence in a Northwesterly direction along the East (E) line of Lot Twenty-eight (28) to the Northeast (NE) Corner thereof; thence in a Northwesterly direction along the East (E) line of Lot Twenty-seven (27) to the Point of Beginning, being parts of Lots Twenty-seven (27) and Twenty-eight (28) of the Homewood Subdivision to the City of Laurel, Jones County, Mississippi, according to plat on file in the Office of the Chancery Clerk in said district, county and state.

Grantors:
Joshua R. Nowell
Emily B. Nowell
1307 Homewood Drive
Laurel, MS 39440
Ph: (662) 832-6001

Grantees:
Louis S. Crumbley, Jr.
Amelia W. Crumbley
1303 Homewood Drive
Laurel, MS 39440
Ph: (601) 649-3323

STATE OF MISSISSIPPI
COUNTY OF JONES
SECOND JUDICIAL DISTRICT

INDEXING INSTRUCTIONS:

Lots 27 and 28, Homewood Subdivision,
Second Judicial District, Jones County,
Mississippi.

TEMPORARY WAIVER

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, JOSHUA R. NOWELL and wife, EMILY B. NOWELL, do hereby temporarily waive our rights through March 31, 2025, to allow a real estate auction to take place for the purchase the below described property as set forth in any and all instruments recorded in the land records of the Second Judicial District of Jones County, Mississippi. Said property is described as:

Parcel A: Beginning at the Northeast Corner of Lot No. 27 of the Homewood Addition to the City of Laurel, Mississippi, as per plat on file in the office of the Chancery Clerk, and run thence in a Southwesterly direction along Home Drive, as shown in said plat of said Homewood Addition, 20 feet for a Point of Beginning; thence continue in a Southwesterly direction along said Home Drive 100 feet; thence run in a Southeasterly direction to a point on the North side of Thirteenth Street, which coincides with the South line of Lot 28 of the said Homewood Addition as per plat on file, and which said point is 204 feet Easterly from the Southwest Corner of Lot 28 in said Homewood Subdivision; thence continue Easterly along the North line of said Thirteenth Street 100 feet; thence Northwesterly to the Point of Beginning.

Parcel B: Lots Twenty-seven (27) and Twenty-eight (28) of the Homewood Subdivision of the City of Laurel, according to plat on file in the office of the Chancery Clerk of said district, county and state, together with the "common ground" as marked and shown on said plat immediately adjacent to and abutting on said lots; less that portion of said Lots Twenty-seven (27) and Twenty-eight (28) of said Homewood Addition presently owned by Irene B. Rutledge and described as follows: Beginning at the Northeast (NE) Corner of Lot Twenty-seven (27) of Homewood Subdivision as per plat on file, and running thence in a Southwesterly direction along the Home Drive 120 feet to a point; thence in a Southeasterly direction, parallel to the East (E) line of Lot Twenty-seven (27) to a point on Thirteenth Street on the South line of Lot Twenty-eight (28); thence in an Easterly direction along the South line of Lot Twenty-eight (28) to the Southeast (SE) Corner thereof; thence in a Northwesterly direction along the East (E) line of Lot Twenty-eight (28) to the Northeast (NE) Corner thereof; thence in a Northwesterly direction along the East (E) line of Lot Twenty-seven (27) to the Point of Beginning, being parts of Lots Twenty-seven (27) and Twenty-eight (28) of the Homewood Subdivision to the City of Laurel, Jones County, Mississippi, according to plat on file in the office of the Chancery Clerk in said district, county and state.

Grantors are executing this Temporary Waiver, up to and including March 31, 2025, to allow the real estate auction to take place, for the purpose of temporarily relinquishing our right of purchase as contained in that certain deed from Laurel Realty Company to C. G. Hull, dated November 19, 1928, and recorded in Deed Book U at Page 536 in the office of the Chancery Clerk of the Second Judicial District of Jones County, Mississippi.

Grantors are consenting to any sale during the temporary waiver period, but the purchaser, if any, during the temporary waiver period will be subject to first right of refusal in the future.

This Temporary Waiver in no way permanently relinquishes Grantors' right of first refusal to purchase adjoining property for thirty (30) days after the communication by Grantee(s) of a bona fide offer.

WITNESS OUR SIGNATURES this the 3rd day of October, 2024.

GRANTORS:



JOSHUA R. NOWELL

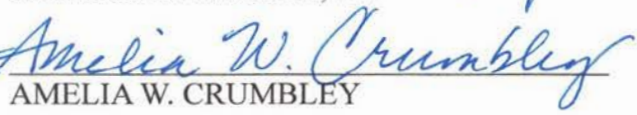


EMILY B. NOWELL

GRANTEES:



LOUIS S. CRUMBLEY, JR.



AMELIA W. CRUMBLEY

NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF MISSISSIPPI
COUNTY OF JONES

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 8th day of October, 2024, within my jurisdiction, the within named JOSHUA R. NOWELL and EMILY B. NOWELL, who acknowledged that they executed the above and foregoing instrument.



My Commission Expires:


NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF JONES

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 21st day of October, 2024, within my jurisdiction, the within named LOUIS S. CRUMBLY, JR., and AMELIA W. CRUMBLY, who acknowledged that they executed the above and foregoing instrument.



My Commission Expires:


NOTARY PUBLIC

STATE OF MISSISSIPPI PEARL RIVER COUNTY

J. E. Scarborough
W. D. To
Arnie Scarborough

In consideration of Two Hundred and fifty Dollars, I convey and warrant to Arnie Scarborough the land described as SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 6, Township 8 Range 13 west, situated in Second District of Jones County, Miss. situated in xxxxx Pearl River County, Mississippi.

Witness my signature the 29 day of Oct. 1927.

J. E. Scarborough
Jane Scarborough.

STATE OF MISSISSIPPI PEARL RIVER COUNTY.

Notary Public

Personally appeared before me J. E. Scarborough and Jane Scarborough in and for said County, the within named who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this the 29 day of Oct. 1927.

Seal. A. McGill Notary Public.

Filed for Record November 20, 1928 8 a. m.

Recorded November 21, 1928,

W. L. Busby Clerk by _____ D. C.

J. F. Calhoun etux.
W. D. To
C. D. Terry.

Know all men by these Presents: In consideration of the sum of \$1.00 and other valuable considerations, the receipt of all of which is hereby acknowledged, we convey and warrant unto C. D. Terry, the following described property to wit:

Lot 31, Block C, Kirkwood Addition ~~to~~ and beginning at the Southwest corner of Lot 31, in Block "C" of the Kirkwood Addition to the city of Laurel, Jones County, Mississippi thence run south 3 feet, thence east 210.66 feet, thence north 3 feet, thence west 210.66 feet to the point of beginning, lying and being in Block "C" of the Kirkwood Addition to the city of Laurel, Jones County, Mississippi. All above land lying and being in Laurel, Jones County, Mississippi.

Witness our signatures, this the 19th day of November A. D. 1928.

Mrs. Ruth B. Calhoun.
J. F. Calhoun

The State of Mississippi
Jones County, City of Laurel.

Personally appeared before me, the undersigned authority in and for said city, county and state, the within named J. F. Calhoun and his wife, Ruth B. Calhoun who acknowledged that they signed and delivered the foregoing deed on the day and year named therein.

Given under my hand and seal of office, this the 19th day of November, A. D. 1928.

Seal. C. H. Ferrill, Notary Public.

Filed for record November 20, 1928 4 p. m.

Recorded November 21, 1928

W. L. Busby Clerk by _____ D. C.

Laurel Realty Company
To
C. G. Hull

For and in consideration of \$5000.00, \$1000.00 of which have been paid in cash, receipt being acknowledged, the remainder of said purchase price, being evidenced by five promissory notes of even date herewith, each of said notes being in the sum of \$800.00 and bearing interest at the rate of 6% per annum, payable annually, the first of said notes being payable on this date in 1930 and the remainder on this date in 1931, 1932, 1933, and 1934, said notes to be secured by deed of trust on the property herein conveyed, Laurel Realty Company, a corporation under the laws of Mississippi, hereby conveys and warrants unto C. G. Hull, that certain property situate in the city of Laurel, County of Jones, State of Mississippi, described as follows:

Lots 27 and 28 of Homewood sub-division of the city of Laurel, Mississippi, as per plat on file, together with that parcel of land immediately adjacent to, and abutting on, said lots and marked "Common Ground" It is the intent and purpose of grantor to preserve that portion of the sub-division denominated "Common Ground" as a park or common accessible, to, and for the use of, the property owners of the sub-division and for the purpose of adding beauty to the sub-division. Grantee covenants and agrees that the portion of the "Common Ground" herein conveyed shall always be kept and maintained for the indicated purposes and shall be accessible to, and usable by, the property owners of the sub-division. Grantee further agrees and covenants not to sell or mortgage or otherwise dispose of the "Common Ground" herein conveyed unless sold, mortgaged or otherwise disposed of in connection with the aforesaid lot.

This deed is made subject to the following conditions, which the grantee, his heirs, assigns and legal representatives hereby covenant to observe:

U-536

1. No building or structure or addition of any nature, whether above, below, or on the level with the ground shall be placed on the "Common Ground" without the assent of grantor and the assent of all owners of property abutting on the "Common Ground"

2. The property herein conveyed shall be used only for residential purposes and no store, business house or other character of structure suitable for the conduct of a business will be constructed thereon and no portion of the premises will be devoted to the conduct of any business.

3. The residence to be constructed on the above property shall be so constructed as to face or front Thirteenth Street,

4. This conveyance is made subject to the easement of the City of Laurel in the sewer and water lines laid on said property and the right to enter thereon for repair, maintenance, and inspection thereof; and subject to the right of other owners of property in the aforesaid sub-division where necessary or convenient, to lay sewer and / or water lines across the said property so as to connect with the sewer and / or water mains as they are now, or may hereafter be laid

5. Grantee agrees, if he should hereafter desire to sell the property herein conveyed, to give the owner of each adjoining lot, or both, the right to purchase said property at the price fixed by grantee or the best bona fide offer obtainable for said property by grantee, the right of purchase to exist for thirty days after the communication of grantee's desire and price to the adjoining owner or owners.

Witness the signature and seal of Laurel Realty Company on this the 19th day of November, 1928.

Attest

C. E. Beers, Secretary.
Corporate seal.
The State of Mississippi
County of Jones,
City of Laurel.

Laurel Realty Company
By F. W. Sullivan, President.

Before me the undersigned authority in and for said city, county and state, personally appeared F. W. Sullivan, who on his oath says that he is President of Laurel Realty Company, a corporation under the laws of Mississippi, and who acknowledged that as such officer, being thereunto duly authorized, he executed and delivered the foregoing deed on the day and date named and for the purposes therein mentioned, as the act and deed of the said Laurel Realty Company, and that the seal of the said corporation, pursuant to due authority, was thereunto duly affixed.

Witness my signature and seal of office on this the 20th day of November, 1928.

Seal.

Lilly Crady, Notary Public.

Filed for record November 20, 1928 1:30 p. m.

Recorded November 21, 1928

W. L. Busby Clerk by _____ D. G.

LAUREL Realty Company
W. D. To
Eleanor E. O'Reilly

For and in consideration of \$1.00 and other valuable considerations, receipt thereof being acknowledged, Laurel Realty Company, a corporation under the laws of Mississippi, hereby conveys and warrants unto Eleanor E. O'Reilly, that certain property situate in the city of Laurel, Jones County, State of Mississippi, described as follows;

Lots 31 and 32 of Homewood Sub-division of the City of Laurel, Mississippi, as per plat on file, together with one half of that portion of the "Common Ground" as marked and shown on said plat, immediately adjacent to, and abutting on, said lot. It is the intent and purpose of grantor to preserve that portion of the sub-division denominated "Common Ground" as a park or common accessible, to, and for the use of, the property owners of the sub-division and for the purpose of adding beauty to the sub-division. Grantee covenants and agrees that the portion of the "Common Ground" herein conveyed shall always be kept and maintained for the indicated purposes and shall be accessible to, and usable by, the property owners of the sub-division. Grantee further agrees and covenants not to sell or mortgage or otherwise dispose of the "Common Ground" herein conveyed unless sold, mortgaged or otherwise disposed of in connection with the aforesaid lots.

This deed is made subject to the following conditions which the grantee, her heirs, assigns and legal representatives hereby covenant to observe:

1. No building or structure or addition of any nature, whether above, below or on the level with the ground shall be placed on the "Common Ground" without the assent of grantor and the assent of all owners of property abutting the "Common Ground".

2. The property herein conveyed shall be used only for residential purposes and no store, business house or other character of structure suitable for the conduct of a business will be constructed thereon and no portion of the premises will be devoted to the conduct of any business.

3. The residence to be constructed on the above property shall be so constructed as to face or front the "Common Ground" abutting said property.

4. This conveyance is made subject to the easement of the City of Laurel in the sewer and water lines laid on said property and the right to enter thereon for repair, maintenance, and inspection thereof; and subject to the right of other owners of property in the aforesaid sub-division, where necessary or convenient to lay sewer and / or water lines across the said property so as to connect with the sewer and / or water mains as they are now, or may hereafter be, laid.