

STEWART TITLE GUARANTY COMPANY

COMMITMENT

SCHEDULE A

1. Effective Date: July 11, 2018

2. Policy or Policies to be issued:

Amount: TBD

a. ☐ Owner's Policy (6/17/06):

Proposed Insured: TBD

b. ☐ Loan Policy (6/17/06):

Amount:\$TBD

Proposed Insured: TBD

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 Effective Date vested in:

Wall Revocable Trust by warranty deed dated June 21, 2007 and recorded at Document No. 2007-19148 in the Probate Office of Jackson County, AL.

5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT A

Countersigned:



Authorized Officer or Agent

Schedule B - Section 1

Requirements

The following are the requirements to be complied with:

Item(a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item(b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Execution of an Owners Affidavit.

Execution of a Survey Waiver Affidavit.

Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

Satisfactory evidence that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid; that there are no matters pending against the owner that could give rise to a lien or any other right that would attach to the land between effective date of the Commitment and the recording of the interest to be insured; and that neither instruments have been executed nor any other actions taken that would adversely affect the interest to be insured.

Delivery of the Company's Privacy Notice provided herewith.

Commitment No. _____
Schedule B – Section 1 – Page 1

SCHEDULE B – Section 2

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof 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. Ad valorem taxes for the year 2018 in the amount of \$32.10 for Parcel #39-38-01-12-0-000-008.002, \$27.44 for Parcel #39-38-01-12-0-000-008.006, \$3,482.26 for Parcel #39-38-01-12-0-000-008.005 and \$317.36 for Parcel #39-38-01-12-0-000-008.007 which are not yet due and payable.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of parties in possession.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage or acreage of the land.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Schedule B - Section 2 - Page 1 - Commitment No. _____

EXHIBIT "A"

A tract of land located in part in the North half of the Southeast quarter and in part in the Southeast quarter of the Northeast quarter, all of which lies in Section 12, Township 6 South, Range 5 East of the Huntsville Meridian, Jackson County, Alabama, and being more particularly described as follows:

Begin on the East line of the Northeast quarter of the Southeast quarter of said Section 12, said point being located 660.4 feet North of the Southeast corner of said quarter-quarter section; thence North 00 degrees 38 minutes West 860 feet along the East boundary of said Section 12 to the center-line of Jackson County Road #38 and to the Northeast corner of this tract; thence North 51 degrees 41 minutes West 628.7 feet along the center-line of said road to the intersection of same with the center-line of Jackson County Road #44; thence South 32 degrees 08 minutes West 1411.7 feet with the center-line of said Jackson County Road #44 to the Southwest corner of this tract; thence leaving said road, South 87 degrees 32 minutes East 1254.7 feet to the point of true beginning, containing 22.5 acres, more or less, said tract being subject to an easement 30 feet in width along the North and West boundaries for said Jackson County Roads #38 and #44, upon which roads this tract fronts.

ALSO:

A tract of land located in the North half of the Southeast quarter of Section 12, Township 6 South, Range 5 East of the Huntsville Meridian in Jackson County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 12 and run thence North 87 degrees 31 minutes West a distance of 1604.4 feet with and along the South line of the North half of the Southeast quarter of said Section 12 to the center line of Jackson County Road #44 and to the Southwest corner of this tract; thence run North 09 degrees 16 minutes East a distance of 137.7 feet with and along the center line of said road to the intersection (P1) of the tangents to a slight curve in said road; thence continue with and along the center line of said road North 32 degrees 08 minutes East a distance of 601.6 feet to the Northwest corner of this tract; thence leaving said road run South 87 degrees 31 minutes East a distance of 1254.7 feet to the East boundary of said Section 12 at a point 660.4 feet North of the point of beginning; thence run South 00 degrees 38 minutes East a distance of 660.4 feet to the point of beginning, containing 22.01 acres, more or less, said tract being subject to an easement 30 feet in width along the West side, said easement being the East or Southeast half of said Jackson County Road #44 right of way contained within the boundaries hereinabove described.

ALSO:

A lot or parcel of land located in the Southwest quarter of the Northwest quarter of Section 7, Township 6 South, Range 6 East of the Huntsville Meridian, Jackson County, Alabama, said lot or parcel being more particularly described as all that part of said quarter-quarter section which lies South or Southwest of Jackson County Road #38 being triangular in shape and containing 0.6 acres, more or less.

ALSO:

TRACT A

A tract of land lying in part in the Northwest quarter of the Southeast quarter and in part in the Northeast quarter of the Southwest quarter, all in Section 12, Township 6 South, Range 5 East of the Huntsville Meridian, Jackson County, Alabama, said tract being more particularly described as follows:

Begin in the centerline of Jackson County Road No. 44 at the point where the South boundary of the Northwest quarter of the Southeast quarter of said Section 12 intersects the centerline of said road; thence North 87 degrees 31 minutes West 2087 feet along the South boundary of said quarter-quarter section and along the South boundary of the Northeast quarter of the Southwest quarter of said Section 12 to the Southwest corner thereof; thence North 00 degrees 12 minutes East 660 feet along the West boundary of the Northeast quarter of the Southwest quarter of said Section 12 to a point in the middle of the West boundary of said quarter-quarter section; thence South 87 degrees 31 minutes East 2427 feet to the centerline of said Jackson County Road No. 44 and to the Northeast corner of this tract; thence South 32 degrees 08 minutes West 601.6 feet with the centerline of said road to the intersection of the tangents to a curve in said road; thence continue with the centerline of said road, running along the South tangent of said curve, South 09 degrees 16 minutes West 137.7 feet to the point of true beginning, containing 33.80 acres, more or less, said tract being subject to a right-of-way easement (60-foot R/W) along the East side of the tract.

TRACT B

A tract of land located in part in the Southeast quarter of the Southwest quarter and in part in the Southwest quarter of the Southeast quarter, all in Section 12, Township 6 South, Range 5 East of the Huntsville Meridian, in Jackson County, Alabama, and being more particularly described as follows:

Begin at the point where the North boundary of the Southwest quarter of the Southeast quarter of said Section 12 intersects the center-line of Jackson County Road No. 44 (spike at center-line of road); thence South 09 degrees 16 minutes West 321.5 feet along the center-line of said road to the Southeast corner of this tract (spike set); thence leaving said road, North 87 degrees 31 minutes West 2036.2 feet, passing a half-inch rebar with cap set on the West margin of said right of way and passing an iron post witness marker on top of the bluff at 848 feet, to the West boundary of the Southeast quarter of the Southwest quarter of said Section 12; thence North 00 degrees 12 minutes East 319.5 feet with the West boundary of said quarter-quarter section to the Northwest corner thereof and to the Southwest corner of the Ronald L. Wall 33.80-acre (89-7685) and to the Northwest corner of this tract; thence South 87 degrees 31 minutes East 2087 feet, running with the South line of said Wall tract and passing an iron witness marker on top of the bluff and passing an iron pin marker at the West margin of the right of way of said Jackson County Road No. 44, to the point of beginning, containing 15.11 acres, more or less, said tract being subject to a right-of-way easement (60 foot right of way Jackson County Road No. 44) along the East side of the tract, leaving a net area of 14.88 acres, more or less. According to a survey by James V. Hastings, Alabama Registered Surveyor No. 12361 dated June 29, 1996.