

# STEWART TITLE

GUARANTY COMPANY

## COMMITMENT FOR TITLE INSURANCE

Property Address: 409 S. 18th Street

409\_18TH VER. 3.15/14.25

### SCHEDULE A

There is 1 commitment and property description for this sale.

1. **Effective Date** 3-14-19 @ 8:00 am Examiner: A&T
2. **Policy or policies to be issued:** Amount \$TBA  
 ALTA OWNER'S POLICY - (2006)  
 ALTA Residential Title Insurance Policy - (2006)

### Proposed Insured:

**PURCHASER TO BE DETERMINED AT AUCTION**

3. **Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:**

**TGA, INC., a Kentucky corporation**

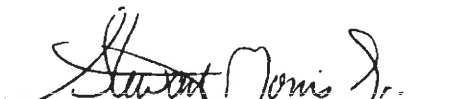
BEING in all respects the same property conveyed from PBI Bank, Inc. to **TGA, INC.**, a Kentucky corporation, by Deed dated September 30, 2016, of record in Deed Book 10725, Page 694, in the Office of the County Clerk of Jefferson County, Kentucky.

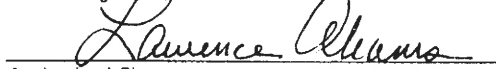
4. **The land referred to in this commitment is located at 409 S. 18th Street in Jefferson County, Kentucky, and is described as follows:**

See Exhibit "A" attached hereto and made a part hereof.

**STEWART TITLE**

GUARANTY COMPANY

  
Chairman of the Board  
Countersigned by:

  
Authorized Signatory

**GUARDIAN TITLE CORPORATION**

Company

**Louisville, Kentucky**

City, State



  
President

**STEWART TITLE**  
GUARANTY COMPANY

RE: PURCHASER TO BE DETERMINED AT AUCTION  
409 S. 18th Street

VER. 3.15/14.25 409\_18TH

**SCHEDULE B--Section 1**  
**Limitations and Requirements**

THIS COMMITMENT IS INTENDED AND ISSUED FOR THE EXCLUSIVE USE OF THE PROPOSED INSURED APPEARING ON PAGE 1. NO OTHER PERSON IS PERMITTED TO USE OR RELY UPON THIS COMMITMENT.

The following are the requirements to be complied with:

Valid resolution authorizing transaction for any corporate or partnership seller or mortgagor.

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

Payment of the title insurance premium in the amount of \$.

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

Deed from **TGA, INC.**, a Kentucky corporation in favor of **PURCHASER TO BE DETERMINED AT AUCTION**. No other instruments are required in connection with this title.

**Pay and release all liens of record.**

**Pay all unpaid taxes as indicated below.**

**Additional Requirements for Policy:**

- 1. TGA, Inc., to be reinstated to Good Standing with the Kentucky Secretary of State prior to closing.**

You must inform us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan secured by the land. We may impose additional requirements or exceptions relating to the interest or the loan.

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**REAL ESTATE TAX INFORMATION**

**Current taxes, even if not yet due and payable, are a PRIOR LIEN from the first day of the tax year.**

**Current taxes due and unpaid, delinquent taxes for prior years and interest, if any, are a PRIOR LIEN.**

**TAX IDENTIFICATION: 03-014F-0110-0000**

**ASSESSED VALUE: \$42,900.00**

**LAST BILL ISSUED: Jefferson County; Original face amount is \$568.13 for 2018**

**The following amounts are NOW DUE. They include unpaid taxes and penalties:**

**Jefferson County: \$687.44 for 2018.**

**County tax payoffs are good to 4-15-19.**

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GUARANTY COMPANY

RE: PURCHASER TO BE DETERMINED AT AUCTION  
409 S. 18th Street

VER. 3.15/14.25 409\_18TH

**SCHEDULE B--Section 2**  
**Exceptions**

**NOTE:** Any exception contained herein omits any covenant, condition, or restriction based on race, color, religion, sex, handicap, financial status, or national origin as provided in U.S.C. §3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

**Mandatory Non-Deletable Mineral Exception:** The policy or policies to be issued will contain the following exception: Exception is taken to 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.

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:

**SECTION 2: STANDARD EXCEPTIONS**

- a. 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 the value of record the estate or interest or mortgage thereon covered by this commitment.
- b. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and/or inspection of the premises.
- c. Easements, claims of easements, not shown by the public records.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public records.
- e. Taxes, or special assessments, whether or not shown as existing liens by the public records.
- f. Rights or claims of parties in possession not shown by the public records.
- g. State, County, and School taxes for the current year are a lien, whether or not now due and payable.

**SECTION 2 - CONT'D: ADDITIONAL EXCEPTIONS**

**NO MORTGAGES ARE OF RECORD**

- 1. Lien for unpaid taxes, if any, shown in **Schedule B-1 REAL ESTATE TAX INFORMATION**.
- 2. Exception is taken to the fact that TGA, Inc. (seller) has been administratively dissolved by the Kentucky Secretary of State.

\* \* \* \* \* **END OF SCHEDULE B EXCEPTIONS** \* \* \* \* \*

**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, of Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

RE: 409 S. 18th Street

A&T Eff. Date 3-14-19

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**EXHIBIT "A"**

BEING a certain 25' x 101.67' tract of land lying on the East side of 18th Street, and being shown and identified as Lot 2 on that certain Minor Subdivision Plat approved by the Louisville Metro Planning Commission on August 1, 2004, Docket No. 163-04, and found attached to deed dated September 10, 2004, recorded in Deed Book 8486, Page 412, in the Office of the County Clerk of Jefferson County, Kentucky, which tract is also further described as follows:

BEGINNING on the East side of 18th Street at a point 82 feet North of Cedar (formerly Grayson) Street; thence North, with the East line of 18th Street, 25 feet, and extending back East that same width, in parallel lines with Cedar Street, 101 8/12 feet to a 20 foot alley.

**TAX ID NUMBER: 03-014F-0110-0000**