



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO 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, Chicago Title Insurance Company, a Nebraska 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.

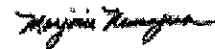
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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company 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.

CHICAGO TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J. Nolan, President



By: _____
Marjorie Nemzura, 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: Enterprise Title.
 Issuing Office: 906 Lily Creek Road, Suite 202
 Louisville, KY 40243-2824
 Issuing Office's ALTA® Registry ID: 1063521
 Loan ID Number:
 Commitment Number: 2025-73291
 Issuing Office File Number: 2025-73291
 Property Address: 1618 Clarice Way, Louisville, KY 40216
 Revision Number:

SCHEDULE A

1. Commitment Date: at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Homeowner's Policy

Proposed Insured:	Auction - 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:	\$
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:
Thomas B. McConnell and Mildred T. McConnell, husband and wife, by Deed dated August 19, 1955, of record in Deed Book 3335, Page 25, in the Office of the Clerk of the County Court of Jefferson County, Kentucky. Thomas B. McConnell passed away on and Mildred T. McConnell acquired fee simple ownership of said property through right of survivorship in said Deed. Mildred T. McConnell passed away on and the property passed to Laura Tanner, as Executrix of the Estate of Mildred T. McConnell as shown by Last Will and Testament of Mildred T. McConnell of record in Will Book 834, Page 344, in the Office of the Clerk of the County Court of Jefferson County, Kentucky,
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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ENTERPRISE TITLE..

906 Lily Creek Road, Suite 202, Louisville, KY
40243-2824
Telephone: (502) 452-9222

CHICAGO TITLE INSURANCE COMPANY

P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned by:



By: _____
Michael J. Nolan, President



E. Page Stuart, License #84468
Enterprise Title., License #1071598



By: _____
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. 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.
5. Pay all taxes, charges and assessments levied against subject premises, which are due and payable
6. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
7. If a Zoning Endorsement is requested, the following is required: A letter from the City and/or County Planning and Zoning Department and/or the ALTA/ACSM survey setting forth Items 2(b) (i-v) from the endorsement and surveyor's certification that there are no violations.
8. Further exceptions and requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
9. Instruments creating the estate or interest to be insured must be executed and filed for record to wit:
Deed From Laura Tanner, as Executrix of the Estate of Mildred T. McConnell
To: TBD
10. If a policy is issued a Jefferson County metro Government premium tax of 5% must be collected in addition to the premium.
11. Tax ID: 13-090A-0031-0000. 2024 State and County taxes are paid in the amount of \$676.72 (face value of \$690.53). 2024 assessment of \$100,130 minus homestead exemption for a taxable assessment of \$53,780.00.
12. Verify the passing and date of death of Thomas B. McConnell.
13. Verify the date of death of Mildred T. McConnell.
14. No other liens or mortgages were found.

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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. Lien of 2025 State, County and School taxes, not yet due and payable.
3. Rights or claims of parties in possession not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, or easements or claims of easements not shown by the public records that would be disclosed by an accurate and complete land survey of the Land
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. Any coal, oil, gas or other mineral rights hereto conveyed, excepted, reserved, or leased, together with all incidental rights thereto.
7. Any facts, rights, interests or claims which are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
8. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
9. Subject to the rights of others to use so much if any of said property as ay lie in any roadway.
10. Restrictions, easements, building limit lines, stipulations, maintenance fees, and all other conditions of record as shown in Deed Book 3330, Page 360, and as shown on plat of record in Plat and Subdivision Book 12, Page 29, all in the Office of the Clerk of Jefferson County, Kentucky.
11. Easement to Louisville/Jefferson County Metropolitan Sewer District of record in Deed Book 6277, Page 177, in the Office aforesaid.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Jefferson, Commonwealth of Kentucky and is described as follows:

BEING Lot #67, CARDINAL COURT SUBDIVISION, SECTION #2, as shown on plat of same recorded in Plat and Subdivision Book 12, Page 29, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

BEING the same property conveyed to Thomas B. McConnell and Mildred T. McConnell, husband and wife, by Deed dated August 19, 1955, of record in Deed Book 3335, Page 25, in the Office of the Clerk of the County Court of Jefferson County, Kentucky. Thomas B. McConnell passed away on and Mildred T. McConnell acquired fee simple ownership of said property through right of survivorship in said Deed. Mildred T. McConnell passed away on and the property passed to Laura Tanner, as Executrix of the Estate of Mildred T. McConnell as shown by Last Will and Testament of Mildred T. McConnell of record in Will Book 834, Page 344, in the Office of the Clerk of the County Court of Jefferson County, Kentucky,

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