



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: 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 EXTRACONTRACTUAL 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, Fidelity National Title Insurance Company, a AL 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 Policy Amount 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.

Fidelity National Title Insurance
Company

By:

ATTEST

President

Secretary

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ALTA Commitment for Title Insurance 8-1-16



(20-18142.PFD/20-18142/13)



Fidelity National Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) 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 shall not be liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- (a) 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:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be 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.
- (c) The Company will only have liability 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.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: PROFESSIONAL LAND TITLE, INC.
Issuing Office: 3479-A GULF SHORES PARKWAY, GULF SHORES, AL 36542
ALTA® Universal ID: 0005406
Loan ID Number:
Commitment Number: 20-18142
Issuing Office File Number: 20-18142
Property Address: 17917 CC ROAD, ELBERTA, AL 36530

SCHEDULE A

1. Commitment Date: April 2, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6/17/06)
Proposed Insured: BALDWIN COUNTY COMMISSION
Proposed Policy Amount: \$ 35,000.00
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 Commitment Date vested in:
ESTATE OF JOSEPH JAMES GOTTLER, JR.
5. The Land is described as follows:
N 1/2 of NW 1/4 of NW 1/4 of NE 1/4, Section 36, Township 6 South, Range 5 East, Baldwin County, Alabama.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Professional Land Title, Inc.

By: Clarissa S. McKinney
Clarissa S. McKinney, President

Signatory License No.: 0657086

Title Agency License No.: 0188421

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Fidelity National Title Insurance Company

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.
 - a. Warranty Deed from James L. Horak, Sr., as Personal Representative of the ESTATE OF JOSEPH JAMES GOTTLER, JR., Probate Court Case No. 32609, Baldwin County, Alabama, to BALDWIN COUNTY COMMISSION, said deed to be recorded in the office of the Judge of Probate, Baldwin County, Alabama.
5. We should be provided a copy of the Letters of Administration for the Estate of Joseph James Gottler, Jr., Baldwin County, Alabama Probate Case No. 32609.
6. Court Order authorizing the sale of the subject property to the proposed insured by James L. Horak, Sr., as Personal Representative of the Estate of Joseph James Gottler, Jr. deceased, must be entered. Satisfactory proof must be furnished establishing that notice was given to all parties interested in the aforesaid Estate, unless such parties join in the petition for the order authorizing the sale of the subject property to the proposed insured purchaser (s) or consent in writing to the sale of the subject property to the proposed insured purchaser (s).
7. Property executed Notice of Availability of Closing Protection signed by all parties to the transaction.
8. Payment of any homeowners or condominium dues, fees and/or assessments which may be due and payable.
9. Statement from the City Clerk of the City of Elberta, Alabama, stating that there are no unpaid municipal assessments against subject property, or same will be excepted.
10. After reviewing the above described instruments, it may be necessary to make additional requirements.
11. Proper completion and attestation of the Real Estate Sales Validation Form and submission to the Judge of Probate in accordance with Code of Alabama (1975), Section 40-22-1. This requirement may otherwise be satisfied by including on the conveyance document the grantor's name and mailing address, grantee's name and mailing address, property address, date of sale, and total purchase price.
12. If this is a purchase transaction, we require execution of an Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents in compliance with the Code of Alabama (1975) Section 40-18-86. If the Seller does not meet the requirements of the Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents, a withholding tax will be required to be withheld from the proceeds of the sale and remitted to the Alabama Department of Revenue.

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SCHEDULE B
(Continued)

13. All ad valorem taxes that have become due against the property described in Schedule "A" are marked paid, said property being assessed to Joseph James Gottler C/O James Horak, for 2019 State and County taxes. (Parcel # 05-49-07-36-0-000-002.000. PPIN # 065261. Amount \$7.28) Estimate taxes for 2020 \$7.28, due 10-01-20.

THE TAX VALUATION IS IN ACCORDANCE WITH THE PRESENT ASSESSMENT ROLLS IN THE REVENUE COMMISSIONER'S OFFICE, BUT IS SUBJECT TO ANY FUTURE ADJUSTMENT MADE BY EITHER THE REVENUE COMMISSIONER'S OFFICE OR THE BOARD OF EQUALIZATION.

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SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 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.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Rights or claims of parties in possession not recorded in the public records.
5. Easements or claims of easements not recorded in the public records.
6. 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 record.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Taxes for the year 2020, and subsequent years, which are not yet due and payable. This policy does not insure against any reappraisal, assessed value adjustment, and/or escape taxes which may become due by virtue of any future action of the Office of the Tax Assessor, the Office of the Tax Collector, and/or the Board of Equalization of Baldwin County, Alabama.
9. No insurance is afforded as to the exact amount of acreage contained in property described in Exhibit "A".
10. We do not find a dedicated means of ingress and egress to the property described in Schedule "A". This title policy does not insure a right of access to and from said land.
11. The undivided three-fourths (3/4) interest in the oil, gas and other minerals is hereby reserved by the grantor in deed recorded in Deed Book 196, page 18.
12. Undivided 11/1800ths interest in and to the lands described which is not owned by the grantors in Deed Book 196, page 18, and is in favor of one of the heirs of Margaret Reid, deceased.
13. Prior reservations to all oil, gas and mineral rights, and all rights in connection therewith.
14. Any claim or claims arising by reason of any future adjustment being imposed by the Revenue Commissioner's Office or the Board of Equalization.

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SCHEDULE B

(Continued)

NOTE: Any reference above to restrictive covenants omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 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.

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