

COMMITMENT FOR INFORMATIONAL PURPOSES ONLY

SCHEDULE A

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.

This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.

No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.

1. Commitment Date: **January 22, 2019, 7:30 am**

2. Policy to be issued:
(a) 2006 ALTA® Owner's Policy

Proposed Insured:
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy

Proposed Insured:
Proposed Policy Amount:

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: **Juan Cruz**

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

Lots 11 and 12 in Block 9 of Matthews Addition to the City of Jonesboro, Arkansas, as shown by plat recorded in Deed Record 5 page 500 at Jonesboro, Arkansas.

Countersigned by: Lenders Title Company 2207 Fowler Avenue Jonesboro, AR 72401
Arkansas Title Agency License No. 100111646



By: Melissa Ann Deniston Title Agent License No.: 9895369

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT

SCHEDULE B 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. Payment and release of record of judgment lien against Charley L. Cummings in favor of Discover Bank, dated April 15, 2009, in the original amount of \$1,055.52 plus all penalties and interest, and recorded on June 30, 2009 in Judgment Book 80 Page 603 at Jonesboro, Craighead County, Arkansas.

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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. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.
 - (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.
3. Taxes and assessments for the year(s) 2018 and thereafter, plus any penalties and interest which may accrue. (Parcel #01-144181-52300)
4. All public and private roads and easements.
5. Loss arising from any security interests evidenced by financing statements filed of record with the Circuit Clerk of Craighead County, Arkansas or the Secretary of State of Arkansas as of the effective date hereof under the Uniform Commercial Code.
6. Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real property records of the county in which the property is located.

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7. Loss arising from any Oil, Gas or Mineral interests, conveyed, retained, assigned or any activity or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.

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