

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

Countersigned by:

She [Signature]
Authorized Countersignature



[Signature]
Senior Chairman of the Board

Stewart Title Company
Company
8761 Perimeter Park Boulevard
Suite 105
Jacksonville, Florida 32216
City, State



Malcolm [Signature]
Chairman of the Board

Michael [Signature]
President

Serial No. **C-1213796 - 1501**

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.



COMMITMENT

SCHEDULE A

Inquiries should be directed to:
Shannon Miller
Stewart Title Company
8761 Perimeter Park Boulevard
Suite 105
Jacksonville, Florida 32216

1. Effective Date: October 29, 2012 at 8:00 AM

2. Policy or Policies to be Issued:	Proposed Amount of Insurance
a. ALTA Owner's Policy (6/17/06) with Florida Modifications	\$1,000.00
Proposed Insured: to be determined	Premium:
b. ALTA Loan Policy	\$1,000.00
Proposed Insured: To Be Determined	Premium:

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:

Charles L. Anderson and Lisa P. Anderson

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

Lot 135, Block 3, PALM COAST, MAP OF COUNTRY CLUB COVE, SECTION 15, according to the map or plat thereof as recorded in Plat Book 6, Page 68 through 72, of the Public Records of Flagler County, Florida; as amended by instrument recorded in Official Records Book 35, Page 528, of the Public Records of Flagler County, Florida.


Authorized Countersignature

COMMITMENT

SCHEDULE B-I

Requirements:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
1. Warranty Deed from Charles L. Anderson and Lisa P. Anderson, husband and wife to the Proposed Insured conveying the land described in Schedule A.
NOTE: If the grantors are individuals, and the property is homestead property, the spouse of said grantor must join in the execution of the Deed. If not homestead, then a statement to that effect must be reflected on the deed.
 2. Mortgage executed by the Proposed Insured to Proposed Lender encumbering the land described in Schedule A.
NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Mortgage. If not homestead, then a statement to that effect must be reflected on the Mortgage.
 3. Affidavit from the current owner stating there are no open mortgages that would affect the subject property. The company reserves the right to make such additional requirements as it may deem necessary.
 4. NOTE: The following is for informational purposes only and is provided without any assurance or guarantee. Taxes and assessments for the year 2012 are DUE under Tax I.D. Number 0711317015000301350, showing a gross amount of \$7,990.83, Homestead Exemption WAS allowed, Assessed Value \$ 429,729.00.
 5. Payment of any and all Special Assessments, Bills, Charges or Municipal Liens levied and/or assessed against subject property, which are currently due and payable, if any.
- B. Affidavit from the seller and borrower stating:
1. That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.
 2. That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.
 3. A sample form of this affidavit is attached.
- C. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insuror or its agent.

COMMITMENT

- D. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insurer or its agent.

END OF SCHEDULE B-I

COMMITMENT**SCHEDULE B-II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters 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 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. 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, or other 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 hereto or hereafter furnished, imposed by law and not shown by the public records.
 - e. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.

Special Exceptions:

3. Taxes for the year 2013 and subsequent years, which are not yet due and payable.
4. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system or gas system servicing the lands described herein.
5. Covenants, conditions, easements and restrictions recorded in Official Records Book 34, Page 273; Amendments recorded in Official Records Book 35, Page 571; Official Records Book 36, Page 67; Official Records Book 36, Page 693; Official Records Book 53, Page 471; Official Records Book 76, Page 257; Official Records Book 81, Page 560; Official Records Book 95, Page 254; Official Records Book 100, Page 9; Official Records Book 119, Page 620 and Official Records Book 218, Page 594, together with all amendments thereto, which may provide for association dues, fees and/or assessments, in addition to any easements, reservations, covenants, building set back requirements, option to purchase, right of first refusal and any special assessments which may come due but omitting any such covenant or restriction based on race, color, religion, sex, familial status or national origin.
6. Rights of upper and lower owners in and to the use of the waters of Custer Waterway and to the continued uninterrupted flow thereof.
7. Riparian rights, rights of accretion, reliction, submerged lands or any other water rights of any nature whatsoever, are neither guaranteed nor insured, or the rights or interests of the State of Florida, or the public generally, in the area extending from the line of mean low tide to the line of vegetation, or

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1213796 - 1501

ALTA Commitment for Title Insurance (6/17/06)

COMMITMENT

rights of access thereto, or rights of easement along and across the same.

8. Matters as shown on the Plat as recorded in Plat Book 6, Page 68-72, of the Public Records of Flagler County, Florida.
9. NOTE: The following is for informational purposes only and is provided without any assurance or guarantee.
Taxes for the year 2012 under Tax ID# 0711317015000301350, in the gross amount of \$7,990.83 and special assessments must be paid.
10. NOTE: A 24 month chain of title search on the subject property shown herein reveals the following transfers of record during said period;
Deed recorded on 05/24/2011 in Official Records Book 1818, Page 400.
Deed recorded on 03/24/2003 in Official Records Book 910, Page 296.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtain from the Company upon request.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 1213796 - 1501

ALTA Commitment for Title Insurance (6/17/06) WITH FLORIDA MODIFICATIONS

