

**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.

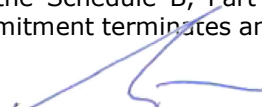
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, CHICAGO TITLE INSURANCE COMPANY, a Florida 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.

Issued By:   
Authorized Signatory  
Anne M. Kurtz, V.P.  
Metropolitan Title Agency, Inc.  
1820 The Exchange, Suite 550  
Atlanta, GA 30309  
Tel: 770-933-0073  
Fax: 770-933-0233

**CHICAGO TITLE INSURANCE COMPANY**

By:



President

Attest:



Secretary

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

## 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.

### 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

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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.

**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.

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# CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: Metropolitan Title Agency, Inc.  
Issuing Office: 1820 The Exchange, Suite 550  
Atlanta, GA 30339

ALTA® Universal ID:

Loan ID Number:

Commitment Number: G-11298/OP (**NBU# PIT192012**)

Issuing Office File Number: **G-11298**

Property Address: West Church St., Jasper, Georgia 30143

Revision Number:

## SCHEDULE A

1. Commitment Date: **July 08, 2019 at 8:30 a.m.**
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy w/ GA Modifications  
Proposed Insured: **A Party to be determined**  
Proposed Policy Amount: \$ **TBD**
  - (b) 2010 ALTA® Homeowner's Policy of Title Insurance  
Proposed Insured: NA  
Proposed Policy Amount: \$NA
  - (c) 2006 ALTA® Loan Policy w/ GA Modifications  
Proposed Insured: NA  
Proposed Policy Amount: \$NA
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:

### **Pickens County Bank**

By virtue of that certain Warranty Deed from Bob Wigington dated January 19, 1995, recorded January 25, 1995 in [Deed Book 231, Page 767](#), Pickens County, Georgia records.

NOTE: Nothing found recorded in the Pickens County, Georgia records, to confirm a bank merger between Pickens County Bank and Regions Bank.

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**72C165B10**

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# CHICAGO TITLE INSURANCE COMPANY

File Number: **G-11298**

## SCHEDULE A - CONTINUED

5. The Land is described as follows:

See **Exhibit A** attached hereto and made a part hereof

**METROPOLITAN TITLE AGENCY, INC.**

By:   
\_\_\_\_\_  
**Authorized Signatory**

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File Number: **G-11298**

**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, to-wit:
  - a. Warranty Deed from **Pickens County Bank n/k/a Regions Bank**, executed pursuant to proper authority, evidence of which must be provided to the Company, in a form satisfactory to the Company, to **A Party to be determined** conveying fee simple title to caption property.
  - b. Security Deed: \_\_\_\_
5. If any party to the transaction is an artificial person, proof satisfactory to the Company that it is legally formed, in existence and in good standing, that the transaction has been duly authorized and that the persons who will execute the documents have been authorized to do so.
6. Payment of all taxes and assessments assessed against the Land which are due and payable, to-wit:
  - a. None.

As a Matter of Information:

- i. 2018 State of Georgia and Pickens County ad valorem taxes for Parcel No. [041 015 001](#), were paid in the amount of \$3,615.46, on October 22, 2018.
  - ii. 2018 City of Jasper ad valorem taxes for Parcel No. 041 015 001, [Account 13901R](#), were paid in the amount of \$726.18, on January 14, 2019.
7. Payment of all charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Land is located has a lien.

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**SCHEDULE B, PART I  
Requirements - Continued**

8. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Exceptions set forth on Schedule B, Part II:
  - a. As to Exception Numbers 3 and 4: Receipt of a current accurate survey and surveyor's inspection report on the Land.
  - b. As to Exception Number 5: Receipt of satisfactory proof in affidavit form establishing who is in possession of Subject Property, and under what right.
  - c. As to Exception Number 6: (i) Satisfactory proof that improvements and/or repairs or alterations to the Land are completed; that contractors, subcontractors, laborers and materialmen are paid in full at the agreed price or (ii) if the loan is a construction loan, satisfactory proof that no work has begun, no materials delivered, no tools or equipment furnished and no services rendered on or with respect to the Land.
  - d. As to Exception Numbers 2 and 7: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of Subject Property as of the date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against Subject Property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.
  
9. Payment, cancellation and satisfaction of record of:
  - a. None.

NOTE: No open Security Deeds found of record. Inquiry should be made.

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File Number: **G-11298**

**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. All taxes for the year **2019** and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements, not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. This policy does not insure the exact amount of acreage contained within the Land.
9. Riparian rights, if any, affecting the subject property.
10. Right of Way Deed from A. W. Lawson to the Georgia State Highway Department, dated September 10, 1946, recorded September 11, 1946 in [Deed Book U, Page 403](#), Pickens County, Georgia records.
11. Right of Way Deed from A. W. Lawson to the Georgia State Highway Department, dated September 10, 1946, recorded September 11, 1946 in [Deed Book U, Page 405](#), Pickens County, Georgia records.
12. Right of Way Deed from A. W. Lawson to the Georgia State Highway Department, dated September 10, 1946, recorded September 11, 1946 in [Deed Book U, Page 431](#), Pickens County, Georgia records.

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File Number: **G-11290**

**SCHEDULE B, PART II**

**Exceptions - Continued**

13. Right of Way Deed from A. W. Lawson to the Georgia State Highway Department, dated September 10, 1946, recorded September 11, 1946 in [Deed Book U, Page 434](#), Pickens County, Georgia records.
14. Right of Way Deed from Hubert Mosley to the Georgia State Highway Department, dated June 29, 1955, recorded August 12, 1955 in [Deed Book EE, Page 149](#), Pickens County, Georgia records.
15. Right of Way Deed from Albert Williams et.al., to the Georgia State Highway Department, dated May 25, 1964, recorded May 25, 1964 in [Deed Book OO, Page 149](#), Pickens County, Georgia records.
16. Right of Way Deed from Bob Wigington to the Department of Transportation of Georgia, dated January 15, 1979, recorded December 5, 1979 in [Deed Book 65, Page 459](#), Pickens County, Georgia records.
17. Right of Way Deed from Bobby Joe Wigington to the Department of Transportation of Georgia, dated April 22, 1982, recorded May 14, 1982 in [Deed Book 82, Page 37](#), Pickens County, Georgia records.
18. Easement Agreement by and between Ingles Markets, Incorporated and Bob Wigington dated March 21, 1988, recorded April 1, 1988 in [Deed Book 136, Page 253](#), Pickens County, Georgia records.
19. Easement Agreement by and between Ingles Markets, Incorporated and Bob Wigington dated March 21, 1988, recorded May 17, 1988 in [Deed Book 137, Page 429](#), Pickens County, Georgia records.
20. Easement Agreement by and between Bob Wigington and Pickens County Bank dated January 19, 1995, recorded January 25, 1995 in [Deed Book 231, Page 768](#), Pickens County, Georgia records.
21. Right of Way Deed from Regions Bank to the Department of Transportation dated August 11, 1999, recorded August 26, 1999 in [Deed Book 343, Page 97](#), Pickens County, Georgia records.
22. All matters disclosed by plat of surveys recorded in Pickens County, Georgia records; as follows:
  - a. Plat [Book A, Page 86](#),
  - b. Plat [Book R, Page 219](#), and
  - c. Plat [Book X, Page 126](#).

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EXHIBIT "A"  
Legal Description

ALL THAT TRACT or parcel of land lying and being in Land Lot 14 of the 13th District, 2nd Section of Pickens County Georgia and being more fully described as follows:

Beginning upon the southern right-of-way of Georgia Highway 53 in the aforementioned Land Lot at a point adjoining the property currently or formerly owned by Ingles Markets, Inc. thence along said right-of-way of Georgia Highway 53, north 85° 34' 40" East for a distance of 178.48 feet to a point; thence along the right-of-way of said highway North 87° 23' 55" East for a distance of 146.97 feet to a point; thence South 2° 2' 51" West for a distance of 284.74 feet to a point; thence North 87° 19' 3" West for a distance of 352.22 feet to a point; thence North 8° 31' 35" East a distance of 251.42 feet to the point of true beginning.

Said tract containing 2.083 acres, more or less as more fully depicted and described in that certain plat of survey made by James Charles Boling, Georgia R.L.S. 2531, dated December 14, 1994 and recorded in Plat Book X, Page 126, of the Pickens County Superior Court Deed Records, said plat being incorporated herein by reference.

Less and Except any portion of the above-described property lying within the bounds of that described in Right of Way Deeds recorded in Pickens County, Georgia records, as follows:

- a. recorded September 11, 1946 in [Deed Book U, Page 403](#),
- b. recorded September 11, 1946 in [Deed Book U, Page 405](#),
- c. recorded September 11, 1946 in [Deed Book U, Page 431](#),
- d. recorded September 11, 1946 in [Deed Book U, Page 434](#),
- e. recorded May 25, 1964 in [Deed Book OO, Page 149](#),
- f. recorded December 5, 1979 in [Deed Book 65, Page 459](#)
- g. recorded May 14, 1982 in [Deed Book 82, Page 37](#), and
- h. recorded August 26, 1999 in [Deed Book 343, Page 97](#).

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