

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  <b>SETTLEMENT STATEMENT</b>	<b>B. TYPE OF LOAN:</b>				
	<input type="checkbox"/> 1. FHA	<input type="checkbox"/> 2. FmHA	<input type="checkbox"/> 3. CONV. UNINS.	<input type="checkbox"/> 4. VA	<input type="checkbox"/> 5. CONV. INS.
	6. FILE NUMBER: 22-040 NORTH STATE			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

**C. NOTE:** *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (22-040 NORTH STATE, PFD/22-040 NORTH STATE/4)

<b>D. NAME AND ADDRESS OF BORROWER:</b>  North State Property Partners, LLC P.O. Box 28958 Raleigh, NC 27611	<b>E. NAME AND ADDRESS OF SELLER:</b>  Development by the Numbers, Inc. 1001 Procure St Ste. 101 Fuquay Varina, NC 27526	<b>F. NAME AND ADDRESS OF LENDER:</b>  (Empty)
<b>G. PROPERTY LOCATION:</b> 361 Lambert Lane (Lot 36) Fuquay Varina, NC 27526 Harnett County, North Carolina	<b>H. SETTLEMENT AGENT:</b> 56-2213680 Senter, Stephenson, Johnson, P.A.  <b>PLACE OF SETTLEMENT</b> 114 Raleigh Street/P.O. Box 446 Fuquay-Varina, NC 27526-0446	<b>I. SETTLEMENT DATE:</b>  March 21, 2022

J. SUMMARY OF BORROWER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>	
101. Contract Sales Price	65,000.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	1,702.80
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109.	
110.	
111. Credit Overpayment 03/01/22	2,000.00
112.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>68,702.80</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes 01/01/22 to 03/22/22	116.82
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>116.82</b>
<b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>	
301. Gross Amount Due From Borrower (Line 120)	68,702.80
302. Less Amount Paid By/For Borrower (Line 220)	( 116.82)
<b>303. CASH (X FROM) ( TO) BORROWER</b>	<b>68,585.98</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract Sales Price	65,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409.	
410.	
411. Credit Overpayment 03/01/22	2,000.00
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>67,000.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	325.00
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage	
505. Payoff Second Mortgage	
506.	
507.	
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes 01/01/22 to 03/22/22	116.82
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>441.82</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross Amount Due To Seller (Line 420)	67,000.00
602. Less Reductions Due Seller (Line 520)	( 441.82)
<b>603. CASH (X TO) ( FROM) SELLER</b>	<b>66,558.18</b>

**L. SETTLEMENT CHARGES**

700. TOTAL COMMISSION Based on Price			\$	@	%	PAY FROM BORROWERS FUNDS AT SETTLEMENT	PAY FROM SELLERS FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:							
701. \$	to						
702. \$	to						
703. Commission Paid at Settlement						750.00	
704. Marketing Fee to FrontPorch Realty							
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>							
801. Loan Origination Fee	%	to					
802. Loan Discount	%	to					
803. Appraisal Fee		to					
804. Credit Report		to					
805. Lender's Inspection Fee		to					
806. Mortgage Ins. App. Fee		to					
807. Assumption Fee		to					
808.							
809.							
810.							
811.							
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>							
901. Interest From	to	@ \$	/day	(	days	)	%
902. Mortgage Insurance Premium	for	months	to				
903. Hazard Insurance Premium	for	1.0	years	to			
904.							
905.							
<b>1000. RESERVES DEPOSITED WITH LENDER</b>							
1001. Hazard Insurance		@ \$					per
1002. Mortgage Insurance		@ \$					per
1003. City/Town Taxes		@ \$					per
1004. County Taxes		@ \$					per
1005. Assessments		@ \$					per
1006.		@ \$					per
1007.		@ \$					per
1008. Aggregate Escrow Adjustment		@ \$					per
<b>1100. TITLE CHARGES</b>							
1101. Settlement or Closing Fee	to	Senter, Stephenson, Johnson, P.A.				825.00	
1102. Abstract or Title Search	to						
1103. Title Examination	to						
1104. Title Insurance Binder	to						
1105. Document Preparation	to	Senter, Stephenson, Johnson, P.A.					195.00
1106. Notary Fees	to						
1107. Attorney's Fees	to						
<i>(includes above item numbers: )</i>							
1108. Title Insurance	to	Attorneys Title			22R237961	97.55	
<i>(includes above item numbers: )</i>							
1109. Lender's Coverage	\$						
1110. Owner's Coverage	\$						
1111.							
1112.							
1113.							
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>							
1201. Recording Fees: Deed \$	26.00	; Mortgage \$				26.00	
1202. City/County Tax/Stamps: Deed		; Mortgage					
1203. State Tax/Stamps: Revenue Stamps	130.00	; Mortgage					130.00
1204. E-recording Fee	to	Senter, Stephenson, Johnson, P.A.				4.25	
1205.							
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>							
1301. Survey	to						
1302. Pest Inspection	to						
1303.							
1304.							
1305.							
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>						1,702.80	325.00

POC:B = Borrower  
POC:S = Seller

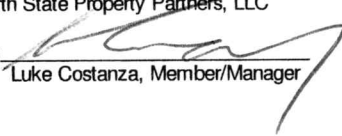
WE WILL BE E-RECORDING AND ALL RECORDING FEES AND EXCISE TAX WILL BE PAID TO "EDL FBO REGISTER OF DEEDS"

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

**Borrower :** North State Property Partners, LLC  
**Seller:** Development by the Numbers, Inc.  
**Settlement Agent:** Senter, Stephenson, Johnson, P.A.  
(919)552-4707  
**Place of Settlement:** 114 Raleigh Street/P.O. Box 446  
Fuquay-Varina, NC 27526-0446  
**Settlement Date:** March 21, 2022  
**Property Location:** 361 Lambert Lane (Lot 36)  
Fuquay Varina, NC 27526  
Harnett County, North Carolina

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

North State Property Partners, LLC

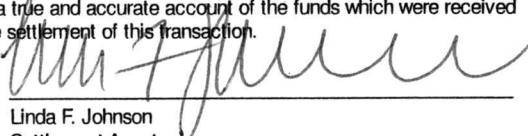
BY:   
Luke Costanza, Member/Manager

Development by the Numbers, Inc.

BY:   
James R. Minor, President

BY:   
David W. Ball, Vice President

To the best of my knowledge, the HUD-1 Settlement Statement is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

  
Linda F. Johnson  
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

For Registration Matthew S. Willis  
Register of Deeds  
Harnett County, NC  
Electronically Recorded  
2022 Mar 21 03:34 PM NC Rev Stamp: \$ 130.00  
Book: 4129 Page: 721 - 722 Fee: \$ 26.00  
Instrument Number: 2022005976

HARNETT COUNTY TAX ID#  
080664 0111 37

03-21-2022 BY AG

Submitted electronically by Senter, Stephenson, Johnson, PA in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$130.00

Parcel Identifier No. 080664 0111 37 Verified by **Harnett** County on the \_\_\_ day of \_\_\_\_\_, 2022  
By: \_\_\_\_\_

Mail/Box to: **Grantee**

This instrument was prepared by: Senter, Stephenson, Johnson, P.A. [WITHOUT TAX ADVICE]

Brief description for the Index: Lot 36 Purfoy Place S/D

THIS DEED made this 21 day of March, 2022, by and between

GRANTOR	GRANTEE
<b>Development by the Numbers, Inc., a North Carolina corporation</b>	<b>North State Property Partners, LLC, a North Carolina limited liability company</b>
1001 Procure St., Ste. 101 Fuquay Varina, NC 27526	P.O. Box 28958 Raleigh, NC 27611

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in **Hectors Creek** Township, **Harnett** County, North Carolina and more particularly described as follows:

**BEING all of Lot 36, Purfoy Place Subdivision, as shown on that map recorded in Book of Maps 2021, pages 567-571, Harnett County Registry.**

The property herein above described was acquired by Grantor by instrument recorded in Book 3772, page 536, Harnett County Registry.

All or a portion of the property herein conveyed  includes or  does not include the primary residence of a Grantor.

A map of the above-described property is recorded in Book of Maps 2021, Page 567-571, Harnett County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

1. General service and utility easements, and rights-of-way of record;
2. Declaration of Covenants, Conditions and Restrictions recorded in Book 4101, Page 2; and
3. 2022 Ad Valorem taxes, not yet due and payable.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Development by the Numbers, Inc.  
a North Carolina corporation

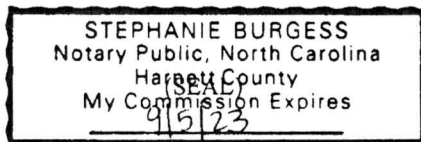
By: James R. Minor (SEAL)  
James R. Minor, President

By: David W. Ball (SEAL)  
David W. Ball, Vice President

State of North Carolina  
County of Wake

I certify that James R. Minor and David W. Ball each personally appeared before me this day and acknowledged they are President and Vice President of Development by the Numbers, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation the forgoing instrument was signed in its name by them as the officers aforesaid.

Witness my hand and Notarial stamp or seal this 21 day of March, 2022.



Stephanie Burgess  
Printed name of notary:

My Commission Expires: 9/5/23



# Attorneys Title

Attorneys Title  
8000 Regency Parkway, Suite 165  
Cary, NC 27518  
Phone: (919) 861-1420  
Fax: (919) 861-1421  
Email: [raleigh@attorneystitle.com](mailto:raleigh@attorneystitle.com)  
State License ID: NC-1000145144

Linda F. Johnson  
Attorney at Law  
114 Raleigh Steet  
Fuquay-Varina, NC 27526

Reference No. 22-040

March 18, 2022

Owner: **North State Property Partners, LLC, a North Carolina Limited Liability Company**  
Property: **361 Lambert Lane, Fuquay Varina, NC 27526**

File No. **22R237961**

Amount Due: **\$97.55**  
Owner Coverage: **\$65,000.00**

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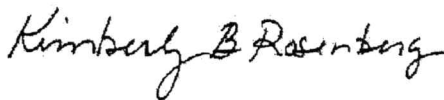
Please contact **Shelly Stanley** ([shelly.stanley@attorneystitle.com](mailto:shelly.stanley@attorneystitle.com)) with any questions or concerns. We appreciate your business. We value your loyalty. Connect to the Source. **AttorneysTitle.com**

Issuing Agent: Attorneys Title  
Issuing Office: 1169308  
ALTA Universal ID: 0001818  
State License ID: NC-1000145144  
Loan No. Not Applicable  
Commitment No. 22R237961  
Issuing Office File No. 22R237961  
Property Address: 361 Lambert Lane, Fuquay Varina, NC 27526

**COMMITMENT FOR TITLE INSURANCE FORM**  
***Commonwealth Land Title Insurance Company***

**SCHEDULE A**

1. Commitment Date: March 18, 2022 at 09:00 AM
2. Policy or Policies to be issued:
  - a. Owner's Policy      ALTA Owners Policy (6/17/06)      Proposed Policy Amount: \$65,000.00  
  
Proposed Insured:  
North State Property Partners, LLC, a North Carolina Limited Liability Company
3. The estate or interest in the Land described or referred to in this Commitment is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Development by the Numbers, Inc., a North Carolina Corporation
5. The Land is described as follows:  
  
Being all of Lot 36, Purfoy Place Subdivision, recorded in Plat Book 2021, Pages 567-571, Harnett County Registry.

Countersigned by:   

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Kimberly B. Rosenberg, President, Attorneys Title

**Commonwealth Land Title Insurance Company**

**SCHEDULE B, PART ONE**

**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.

Deed from Development by the Numbers, Inc., a North Carolina Corporation to North State Property Partners, LLC, a North Carolina Limited Liability Company, conveying interest in the Land.

5. Pay all taxes, charges, assessments, levied and assessed against subject premises, if any, which are due and payable, plus penalties and interest.
6. Receipt of applicable NCLTA form below (or substantially similar form approved by Company), completed, executed and notarized, as follows:

**NO RECENT (last 120 days) OR CONTEMPLATED CONSTRUCTION :**

NCLTA FORM 1 (Owner Affidavit) from every seller (on sale) or borrower (on refinance) who has not contracted for recent or contemplated improvements on the Land or for a construction loan.

NOTE: If a contract purchaser has contracted for or is contemplating improvements, see "CONSTRUCTION CONTEMPLATED OR IN PROCESS" below.

**RECENTLY COMPLETED IMPROVEMENTS:**

**Non-MLA project:** NCLTA FORM 2 (Owner/Contractor Affidavit, Lien Waiver, and Indemnity) from every Owner and every Contractor.

**MLA project:**

1. Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first),
  - a. A Lien Agent was designated on the LiensNC.com website, AND
  - b. The Appointment of Lien Agent was posted at the Land.
2. NCLTA FORM 5 (Owner Affidavit) from every Owner; AND
3. NCLTA FORM 6 (MLA Lien Waiver) from every PLC-MLA.

**CONSTRUCTION CONTEMPLATED OR IN PROCESS:**

**Non-MLA project:** NCLTA FORM 3 (Owner/Contractor Affidavit, Indemnity and Lien Subordination) (for lender coverage only) from every Owner and every Contractor.

**MLA project:**

1. Receipt of proof satisfactory to the Company that prior to closing or prior to first contracting for construction (whichever occurs first):
  - a. A Lien Agent was designated on the LiensNC.com website, AND
  - b. The Appointment of Lien Agent was posted at the Land;



2. NCLTA FORM 5 (Owner Affidavit) from every Owner; AND;
3. NCLTA FORM 6 (MLA Lien Waiver) or NCLTA FORM 7 (MLA Subordination of Liens) from every PLC-MLA.

NOTE: If a contract purchaser has contracted for or is contemplating improvements prior to closing, see "NO RECENT IMPROVEMENTS" above regarding seller lien affidavits as well.

**MLA Project - MLA NOT Appointed Prior to Contracting for Labor Services or Materials**

In all cases in which an MLA was required but not (timely) appointed, prior approval and terms of coverage (if any) by Company underwriting counsel is required.

**Applicable Definitions**

**"Non-MLA Projects"**: Improvements are (1) first contracted before April 1, 2013, (2) for a value less than \$30,000 OR (3) solely for improvements to owner's existing residence. All other projects (other than public projects) are **MLA projects**.

**"Owner"** is holder of any interest in the Land, including leasehold owner or contract purchaser.

**"Potential Lien Claimant"** (or "PLC - MLA") is any person (or entity) entitled to file a claim of lien on real property (herein "**Liens**"), for providing labor, services, (including design professionals such as surveyors, architects, engineers and landscape engineers), materials or rental equipment provided for improvements to the Land (herein "**Improvements**"), pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes AND who either has filed a Notice to Lien Agent, OR was identified in the original Appointment, OR is a Design Professional OR is a PLC whose first furnishing was within 15 days prior to closing OR (for waivers) delivered a claim of lien upon funds on the Owner.

**"Contractor"** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Owner of real property for the making of an Improvement thereon OR who has delivered a claim of lien upon funds to the Owner.

7. Attorney to certify that the selling limited liability company or corporation is in good standing in its state of organization and that the instruments to be insured have been properly authorized and that all necessary parties have executed the documents.

**Commonwealth Land Title Insurance Company**

**SCHEDULE B, PART TWO**

**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 One - Requirements are met.
2. Taxes for the year 2022 and all subsequent years, not yet due and payable.
3. Terms, provisions, covenants, conditions, easements and restrictions as provided in instrument recorded in Book 4101, Page 2, and all recorded supplements and amendments there to, Harnett County Registry, but omitting any covenant, condition, easement, and/or restriction, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, source of income, disability, handicap or national origin unless and only to the extent that the covenant, condition, easement or restriction (a) is exempt under Title 42 of the United States Code or (b) related to a handicap, but does not discriminate against handicapped persons.
4. Easements and any other facts as shown in Plat Book 2021, Pages 567-571, Harnett County Registry.
5. Easements and any other facts as shown on recorded map or plat recorded in Book of Maps 2017, Page 29, Harnett County Registry.
6. Easements and any other facts as shown on recorded map or plat recorded in Book of Maps 2017, Page 44, Harnett County Registry.
7. Easement to United Telephone Company recorded in Book 393, Page 39, Harnett County Registry.
8. Easement to Harnett County recorded in Book 1768, Page 984 and Book 1653, Page 860, Harnett County Registry.
9. Riparian and/or littoral rights and rights of others in and to the flow of waters over, upon or adjacent to the Land.
10. Right of Way of Lambert Lane to its full legal width.
11. Encroachments, overlaps, boundary line disputes, deficiency in amount of area, rights, easements, ditches, cartways, setbacks, rights of parties in possession, interests or claims which would be revealed by a current and accurate survey and inspection of the Land.

NO CLOSING SERVICES INSURANCE - As to the transaction for which this Commitment is issued, the

Company does not afford Insured closing protection/closing services insurance absent revision of this Commitment to include a statement that coverage is afforded to those parties identified in a separate closing protection letter issued simultaneously with revision of the Commitment. Any closing protection coverage or letter which heretofore may have been issued is hereby rescinded and shall not be effective as to this transaction. Any closing protection letter subsequently issued shall not be effective as to this transaction absent the accompanying requisite revision of this Commitment.



# Attorneys Title

Attorneys Title  
8000 Regency Parkway, Suite 165  
Cary, NC 27518  
Phone: (919) 861-1420  
Fax: (919) 861-1421  
Email: raleigh@attorneystitle.com  
State License ID: NC-1000145144

Owner: **North State Property Partners, LLC, a North Carolina Limited Liability Company**  
Property: **361 Lambert Lane, Fuquay Varina, NC 27526**

File No. **22R237961**

**ATTORNEY'S FINAL CERTIFICATE**

This is to certify that, except as explained below, all Requirements of the Commitment have been met and fee simple title to the Land described under Schedule A of the Commitment is, at the date and hour of this certification vested in:

**TRANSACTION RECORDING INFORMATION:**

**Warranty Deed/Special Warranty Deed/Quitclaim Deed** (circle one), in consideration of \$ \_\_\_\_\_  
from \_\_\_\_\_ (Grantor(s))  
to \_\_\_\_\_ (Grantee(s))  
dated \_\_\_\_\_, and recorded on \_\_\_\_\_, at \_\_\_\_\_, in Book \_\_\_\_\_,  
Page \_\_\_\_\_, in the Office of the Register of Deeds for \_\_\_\_\_ County, North Carolina.

**Deed of Trust** in principal amount of \$ \_\_\_\_\_  
From \_\_\_\_\_  
to \_\_\_\_\_, Trustee for \_\_\_\_\_,  
dated \_\_\_\_\_, and recorded on \_\_\_\_\_, at \_\_\_\_\_, in Book \_\_\_\_\_,  
Page \_\_\_\_\_, in the Office of the Register of Deeds for \_\_\_\_\_ County, North Carolina.

All of the Requirements set forth in Schedule B, Part I of the Commitment have been met except the following:

All Exceptions in Schedule B, Part II are still applicable except the following: \_\_\_\_\_

Taxes are paid through and including \_\_\_\_\_ (year). This certification is effective as of the recording of the Deed and/or Deed of Trust noted above, whichever is later. If the Deed or Deed of Trust was modified, title has been updated and is certified through that date and time.

By: \_\_\_\_\_  
**Approved Attorney's Signature**

Mail or Email Lender's Policy to: \_\_\_\_\_

Mail or Email Owner's Policy to: \_\_\_\_\_

Email Attorney's Copy to: realestate@ssjlaw.net

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
*Commonwealth Land 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 Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Commonwealth Land 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 with 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **Commonwealth Land Title Insurance Company** has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

*Commonwealth Land Title Insurance Company*



By:

*[Handwritten signature]*

President

ATTEST

*[Handwritten signature]*

Secretary

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
*Commonwealth Land 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;
- 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 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 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, expressed 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-form 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>.