

COMMITMENT NO.: 148104

FILE NO.: 148104 R-1 8/16/2007

COMMITMENT SCHEDULE A

EFFECTIVE DATE: August 3, 2007 at 5:00 PM

Inquires should be directed to:

BARTLETT & DEAL TITLE SERVICES, L.L.C.
135 Professional Drive
Suite 101
Ponte Vedra Beach, Florida 32082

1. Policies to be issued:	Amount
ALTA Owner's Policy - (10-17-92) with Florida Modifications	\$1,000.00

Proposed Insured:

A NATURAL PERSON OR LEGAL ENTITY TO BE DETERMINED

2. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

3. Title to said estate or interest in said land is at the effective date hereof vested in:

TIMOTHY L PRITCHETT and CHARLES G PRITCHETT, subject to the life estate of LLOYD HUGHES STEBBINS

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

Lot 4, Block 27, JACKSONVILLE GOLF & COUNTRY CLUB UNIT FOUR-B, according to plat thereof as recorded in Plat Book 47, pages 29, 29A, 29B, 29C and 29D of the current public records of Duval County, Florida.

END OF SCHEDULE A

Reg. D 0012 Rev. 01-05 "This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**STEWART TITLE
GUARANTY COMPANY**

COMMITMENT SCHEDULE B-I

The following are the requirements to be complied with:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
1. Quit-Claim Deed from CHARLES G. PRITCHETT and LLOYD HUGHES STEBBINS, and their respective spouses, if married to TIMOTHY L. PRITCHETT conveying caption property.
 2. Warranty Deed from TIMOTHY L. PRITCHETT, as Personal Representative of the Estate of JANET E. STEBBINS, f/k/a JANET G. PRITCHETT, deceased to **TIMOTHY L. PRITCHETT** conveying caption property.
 3. Warranty Deed from TIMOTHY L. PRITCHETT, and spouse, if married to **A NATURAL PERSON OR LEGAL ENTITY TO BE DETERMINED** conveying caption property.
 4. Submit proof from the Homeowners Association that any outstanding assessments and maintenance fees due have been paid.
 5. Satisfaction of Mortgage from TIMOTHY L. PRITCHETT, married to REGIONS BANK DOING BUSINESS AS AMSOUTH BANK dated January 11, 2007 and recorded March 5, 2007 in Official Records Volume 13845, page 1040 of the current public records of **Duval** County, Florida, securing a note in the original principal sum of \$50,000.00, and other obligations described therein. This mortgage secures an equity line of credit and/or revolving loan. The Company requires a satisfactory written statement from the existing lender confirming: (a) the payoff amount, (b) that the line of credit has been closed or frozen and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreeing to deliver a full satisfaction/release upon payment of the outstanding balance.
 6. Valid Release of any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law, and not shown by the public records, which may take priority over the estate or interest insured by reason of the Notice of Commencement recorded in Official Records Volume 13918, page 880 of the current public records of **Duval** County, Florida. Contractor JBH ROOFING & CONSTRUCTORS, INC.
 7. NOTE: Taxes for the year 2006 are PAID under RE #167456-3150, Gross Amount \$3,703.67, Homestead Exemption was allowed, Assessed Value \$228,694.00.
- B. Affidavit from the seller and the 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 insurer or its agent.

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- 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 - SECTION 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 hereof 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 **2007** and subsequent years, which are not yet due and payable.
4. Terms, Conditions, Covenants, Restrictions, and Easements in Official Records Volume 6622, Page 2119, as supplemented in Official Records Volume 6814, page 500 of the current public records of Duval County, Florida. This document contains provisions creating easements, liens for amounts of money, charges or assessments for various purposes.
5. Terms, Conditions, Covenants, Restrictions, and Easements in Official Records Volume 6622, Page 2152, as amended in Official Records Volume 6737, page 1272, Official Records Volume 7819, page 164 and Official Records Volume 8514, page 290 and as supplemented in Official Records Volume 6814, page 496 and Official Records Volume 8514, page 290 of the current public records of Duval County, Florida. This document contains provisions creating easements, liens for amounts of money, charges or assessments for various purposes.
6. Jacksonville Electric Authority Easement as recorded in Official Records Volume 6741, page 502 of the current public records of Duval County, Florida.
7. Grant of Easement as recorded in Official Records Volume 6928, page 493, re-recorded in Official Records Volume 6936, page 2013 of the current public records of Duval County, Florida.
8. Grant of Non-Exclusive Easement for Ingress and Egress as recorded in Official Records Volume 6814, page 515 of the current public records of Duval County, Florida.
9. Easement Agreement as recorded in Official Records Volume 6814, page 519 of the current public records of Duval County, Florida.
10. Easement Agreement as recorded in Official Records Volume 6814, page 524 of the current public records of Duval County, Florida.

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11. 7.5 Foot Jacksonville Electric Authority Easement along the front lot line as shown on plat herein referred to.
12. Jacksonville Electric Authority Equipment Easement in the Southerly corner of lot as shown on plat herein referred to.
13. Lake and Drainage Easement as shown on plat herein referred to.
14. Declaration of Restrictions and Easement as recorded in Official Records Volume 6631, page 303 and as amended in Official Records Volume 6716, page 2079 of the current public records of Duval County, Florida.
15. Declaration of Restrictions as contained in Official Records Volume 6359, page 2295 of the current public records of Duval County, Florida.
16. Restrictive Covenants, Conditions and Easements in Special Warranty Deed recorded in Official Records Volume 6814, page 508 of the current public records of Duval County, Florida.
17. Memorandum Agreement as recorded in Official Records Volume 6814, page 503 of the current public records of Duval County, Florida.
18. Rights of developer to regulate access as reserved on plat herein referred to.
19. Riparian rights together with title to any portion of caption lying below the mean or ordinary high water line of lake are neither guaranteed nor insured.
20. 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.
21. Those portions of the property herein described comprising artificially filled land in what was formerly navigable waters, are subject to any and all rights of the United States government arising by reason of the United States government's control over navigable waters in the interest of navigation and commerce.