

Commitment for Title Insurance

Schedule A

Issued by Fidelity National Title Insurance Company



Fidelity National Title Insurance Company

Phone: 540-982-2121

Order No.: 6141268

1. Effective Date: 01/03/2017 at 8:00 AM
2. Policy or Policies to be issued:

ALTA Owner' s Policy (6/17/2006)
Proposed Insured: TBD
Amount of Insurance: TBD
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 Effective Date vested in:

Eugene V. Sullivan and Cheryl D. Sullivan
5. The land referred to in this Commitment is described as follows:

See attached Exhibit "A".

Countersigned:

BY: _____
Authorized Officer or Agent

Copyright 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.

ALTA Commitment (6-17-06) Schedule A

Form 1004-321L (Rev. 6/06)
Valid only if Schedule B and Cover are attached



Schedule B Section 1 Requirements

The following are requirements to be complied with:

1. Payment of full consideration to or for the account of the grantor(s) or mortgagor(s).
2. Payment of the premiums, fees and charges for the policy/policies.
3. Payment of all real estate taxes, charges and assessments which are due and payable.
4. Payment of any rollback taxes due under Section 58.1-3237, Code of Virginia, as amended.
5. Payment of all outstanding water, sewer and public utility charges to date of settlement.
6. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record.
 - A. Warranty Deed from Eugene V Sullivan Cheryl D Sullivan, vesting fee simple title in TBD - this is an auction.
7. Cancellation and release of record of deed of trust from Eugene V. and Cheryl D. Sullivan , to Tim, Inc. , Trustee(s), dated March 24, 2000, filed for record in April 4, 2000, in Deed Book 537, page 90 and modification recorded in Deed Book 1085, page 238. As stated in deed of trust: Original Principal \$100,000.00 modified to \$400,000.00; Original Note Holder Bank of America, N.A..

NOTE: If this deed of trust is a credit line deed of trust, receipt of additional certification that the credit line account has been closed and that the checks and/or credit card(s) issued in connection with the account have been surrendered.
8. The Company requires receipt in writing of the name of anyone not referenced in this commitment who will acquire an interest in the land or who will execute a deed of trust encumbering the land herein. Additional requirements and/or exceptions may then be added.
9. Payment of all HOA/POA assessments, charges, and fees, which the subject property may be subject to, plus any penalty and interest which may be due.
10. The Company must be provided with an approved form of executed Owner's Affidavit and Agreement relating to, among other items, mechanics' liens and parties in possession.
11. The exact nature and structure of the transaction to be insured hereunder must be disclosed to the Company. This Commitment is subject to additional requirements and/or exceptions as the Company deems appropriate following such disclosure.
12. The Company must be notified of the name of anyone not referred to in this Commitment who will get an interest in the land. We may then make additional requirements or exceptions.
13. Receipt by the Company of a current survey prepared in accordance with the Minimum Standard Detail Requirements jointly established by ALTA/NSPS. Upon receipt and review of this survey, additional requirements and/or exceptions may be made.

Copyright 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.



Schedule B Section 1
Requirements continued

NOTE: Failure to comply with this requirement will result in the non-issuance of survey coverage in the policy.

14. Certification from settlement agent that they have made independent verification through the PACER system that the seller and/or borrowers are not in bankruptcy.
15. Settlement agent must ascertain identity of all parties executing instruments required for this transaction in compliance with Virginia statutes (eg. Section 47.1-14).
16. Receipt and review of all corporate/entity/trust documents for subject parties as may be required under Virginia underwriting guidelines.

Schedule B Section 2 Exceptions

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:

GENERAL EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created or first appearing in the public records or attaching to the title subsequent to the date of this commitment.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
6. Rights or claims of parties in possession not shown by the public records.

SPECIAL EXCEPTIONS

7. Taxes and special assessments due and payable after Date of Policy.
8. Rollback taxes as provided under Section 58.1-3237, Code of Virginia, as amended.
9. Easements granted to Virginia Telephone and Telegraph Company by instruments recorded in Deed Book 28, Page 198 and Deed Book 46, Page 192.
10. Easement granted to Commonwealth of Virginia by instrument recorded in Deed Book 111, Page 8.
11. Fence Agreement as described in instrument recorded in Deed Book 130, Page 52.
12. Title to that portion of the insured premises lying within the bounds of State Route 637 and the old road shown on plat recorded at Plat Card 318.
13. Rights of others thereto entitled in and to the continued uninterrupted flow of stream.
14. Easements granted to Rappahannock Electric Cooperative by instruments recorded in Deed Book 232, Page 105 and Deed Book 263, Page 317.
15. Terms and conditions of Deed of Gift of Easement between Eugene V. Sullivan and Cheryl Sullivan and the Virginia Outdoors Foundation, an agency of the Commonwealth of Virginia, by instrument dated December 8, 2006 recorded on December 18, 2006 in Deed Book 1065, Page 252 in the Clerk's Office of the Circuit Court of Greene County, Virginia.

Copyright 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.



Schedule B Section 2
Exceptions continued

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Exhibit "A"

All that certain tract or land lying and being in the Stanardsville District of Greene County, Virginia, lying on Route #637, near the South River, about 1.5 miles South of McMullen, containing 92.66 acres, as shown on plat of survey made by R. O. Snow and R. W. Ray, Inc., P.C., dated July 30, 1981; a copy of which is recorded in the Clerk's Office of the Circuit Court of Greene County, Virginia, at Plat Card 318.

Being the same property conveyed to Eugene V. Sullivan and Cheryl D. Sullivan, husband and wife, as tenants by the entireties, with the right of survivorship as common law by Deed from Henry Randolph Shelton and Ann Early Shelton, husband and wife dated September 1, 1989, recorded September 5, 1989 in Deed Book 217, Page 341 in the Clerk's Office of the Circuit Court of Greene, Virginia.

Copyright 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.

