

# Commitment for Title Insurance

# Schedule A

Issued by **Fidelity National Title Insurance Company**



*Fidelity National Title Insurance Company*

Order No.: 6911354

Woltz & Associates, Inc.  
23 Franklin Road SW  
Roanoke, VA 24011

1. Effective Date: April 9, 2018 at 8:00 am
2. Policy or Policies to be issued:  
  
ALTA Owner's Policy (6/17/2006)  
Proposed Insured: Woltz & Associates, Inc.  
Amount of Insurance: \$311,400.00
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:  
  
Kimberly Rose (now known as Kimberly Ann May), Trustee of the Trust under the Will of Hansford R. Massie, Jr., and Elizabeth Berkermeir Cropper and Hansford Massie III, devisees under the will of Hansford R. Massie, Jr.
5. The land referred to in this Commitment is described as follows:  
  
See attached Exhibit "A".

Countersigned:

A handwritten signature in cursive script that reads "Jorita N. Roberts".

BY: \_\_\_\_\_  
Authorized Officer or Agent

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**Schedule B Section 1  
Requirements**

The following are requirements to be complied with:

1. 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.
2. Payment of full consideration to or for the account of the grantor(s) or mortgagor(s).
3. Payment of the premiums, fees and charges for the policy/policies.
4. Payment of all taxes, charges, and assessments, levied and assessed against the subject premises, which are due and payable, including delinquent taxes for 2014, 2015, 2016 and 2017 and any penalties and interest which may have accrued.
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.
7. Duly authorized deed from J. MICHAEL SHARMAN, SPECIAL COMMISSIONER, acting pursuant to and in accordance with the properly entered decree of court of competent jurisdiction vesting fee simple title in Woltz & Associates, Inc.
8. The Company must be provided with a copy of decree of court of competent jurisdiction confirming the sale of the land described in Schedule A in accordance with Section 8.01-96, et seq. of the Code of Virginia, 1950, as amended, and confirmation that all requirements of Order of the Circuit Court for the County of Alleghany in Case No. CL13000224, entered on November 15, 2017 and subsequent orders have been satisfied.
9. Receipt and review of all corporate/entity/trust documents for subject parties as may be required under Virginia underwriting guidelines.
10. The following matters will not appear in the final policy upon compliance with the requirements set forth in this Commitment:
  - A. Deed of Trust from Hansford R. Massie, Jr. and Frances Massie to James N. Hinson, Jr. and Stanley B. Andrzejewski, Trustee(s), dated July 8, 2002, recorded July 11, 2002, filed for record in Deed Book 458, Page 698, Instrument No. 020002290. As stated in deed of trust: Original Principal \$100,000.00; Original Note Holder First Virginia Bank - Southwest.  
Note: Deed of Substitution of Trustees dated December 5, 2013, recorded as Instrument No. 130002419 on December 12, 2013 @ 1:35 pm, by and between StellarOne Bank, a Virginia corporation, and Hansford R. Massie, Jr. and Frances Massie; and, John C. Wirth and Victor M. Santos, Substitute Trustees, appointing John C. Wirth and Victor M. Santos, Substitute Trustees, in the place and stead of James N. Hinson, Jr. and Stanley B. Andrzejewski.

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**Schedule B Section 1  
Requirements continued**

- B. Deed of Trust from Hansford R. Massie, Jr. and Frances P. Massie, husband and wife, to Nolan R. Nicely, Jr., Trustee, dated May 15, 2003, recorded May 16, 2003, filed for record in Instrument No. 030001744. As stated in deed of trust: Original Principal \$6,000.00; Original Note Holder William T. Wilson.
  - C. Deed of Trust from Hansford R. Massie, Jr. to Mark A. Black, trustee, dated June 15, 2007, recorded June 15, 2007, filed for record as Instrument No. 070001618. As stated in the deed of trust: Original Principal \$50,000.00; Original Note Holder Brumberg, Mackey & Wall, PLC, subsequently extended by Certificate of Extension of Limitation of Right to Enforce Deed of Trust acknowledged the 1<sup>st</sup> day of May, 2017, recorded on May 2, 2017 at 12:19 pm as Instrument No. 170000885.
  - D. Judgment in favor of Jormandy, LLC against Hansford R. Massie, Jr., dated June 12, 2006, docketed July 17, 2006, in Judgment Lien Docket at Instrument No. 060000408, in the Clerk's Office of the Circuit Court of Alleghany, Virginia, in the amount of \$1,446.04, plus penalty, costs, interest and attorney fees, if any.
  - E. Judgment in favor of James M. Francis, CPA, PC against Hansford R. Massie, Jr., dated December 27, 2004, docketed August 29, 2006, in Judgment Lien Docket at Instrument No. 060000530, in the Clerk's Office of the Circuit Court of Alleghany, Virginia, in the amount of \$2,000.00, plus penalty, costs, interest and attorney fees, if any.
  - F. Judgment in favor of Commonwealth of Virginia/Virginia Employment Commission against H. R. Massie and H. R. Massie Flooring and Lumber Company, dated April 9, 2007, docketed April 11, 2007, in Judgment Lien Docket Instrument No. 070000257, in the Clerk's Office of the Circuit Court of Alleghany, Virginia, in the amount of \$N/A, plus penalty, costs, interest and attorney fees, if any.
  - G. Judgment in favor of Gary C. Loeffler and Janet R. Loeffler against Hansford R. Massie, III, Executor for Hansford R. Massie, Jr., deceased and Hansford R. Massie, III, dated September 24, 2013, docketed September 4, 2013, in Judgment Lien Docket at Instrument No. 13-462, in the Clerk's Office of the Circuit Court of Alleghany, Virginia.
17. 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.
18. Certification from settlement agent that they have made independent verification through the PACER system that the seller and/or borrowers are not in bankruptcy.
19. Settlement agent must ascertain identity of all parties executing instruments required for this transaction in compliance with Virginia statutes (eg. Section 47.1-14).

**NOTE: This Company may make other requirements and/or exceptions based upon any changes in the status of the facts as disclosed thus far.**

**Schedule B Section 1  
Requirements continued**

NOTE: This tax information is furnished for your information only. No liability of any nature whatsoever is hereby assumed for errors as to these figures. The settlement agent/attorney must verify these figures for the purposes of certifying title to the Company and preparing settlement pro rations.

Tax Assessment for 2017

BILL # N/A

MAP or PARCEL ID/GPIN # 01300-00-000-0090

DESCRIPTION IN TAX RECORD: 43.80 Acres Falling Spring Valley

LAND ASSESSMENT: \$178,100.00

IMPROVEMENTS ASSESSMENT: \$30,800.00

TOTAL ASSESSMENT: \$208,900.00

ANNUAL TAX: \$1,483.19

TAX PAYMENT DUE DATE(S): December 5th

TAXES HAVE BEEN PAID THROUGH: 2013 calendar year (December 31, 2013)

TAXES A LIEN, NOT YET DUE: 2018 calendar year

DELINQUENT TAXES: 2014, 2015, 2016 and 2017 calendar years

NOTE: Because this property accrues penalties and interest on the unpaid balances periodically, please contact the Treasurer's Office for the County of Allegheny for a payoff that would include all penalties and interest due on this account through the date of payoff. (540-863-6630)

Property Address as shown in the tax records:

5515 Hot Springs Road, Hot Springs, VA 24445

NOTE: This tax information is furnished for your information only. No liability of any nature whatsoever is hereby assumed for errors as to these figures. The settlement agent/attorney must verify these figures for the purposes of certifying title to the Company and preparing settlement pro rations.

Tax Assessment for 2017

BILL # N/A

MAP or PARCEL ID/GPIN # 01300-00-000-009A

DESCRIPTION IN TAX RECORD: 13.2 Acres Falling Spring Valley

LAND ASSESSMENT: \$57,400.00

IMPROVEMENTS ASSESSMENT: \$98,400.00

TOTAL ASSESSMENT: \$102,500.00

ANNUAL TAX: \$1,106.18

TAX PAYMENT DUE DATE(S): December 5th

TAXES HAVE BEEN PAID THROUGH: 2013 calendar year (December 31, 2013)

TAXES A LIEN, NOT YET DUE: 2018 calendar year

DELINQUENT TAXES: 2014, 2015, 2016 and 2017calendar years

NOTE: Because this property accrues penalties and interest on the unpaid balances periodically, please contact the Treasurer's Office for the County of Allegheny for a payoff that would include all penalties and interest due on this account through the date of payoff. (540-863-6630)

Property Address as shown in the tax records:

5519 Hot Springs Road, Hot Springs, VA 24445

**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 and special assessments due and payable after Date of Policy.
3. Rights or claims of parties in possession not shown by public records.
4. Easements, or claims of easements, not shown by the public records.
5. 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.
6. 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.

**Special Exceptions:**

7. Taxes and special assessments due and payable after Date of Policy.
8. Terms and conditions of Lease Agreement between H. R. Massie, Jr., Frances Massie and John B. Mitchell, Sr. recorded in Deed Book 326, Page 307, and Extension recorded as Instrument No. 070000928.
9. Easement granted from H. R. Massie and May Massie, his wife, William H. Massie, Lily V. Massie, Annie S. Massie, A. Gertrude McAllister and Julian R. McAllister, her husband to Commonwealth of Virginia by instrument dated September 29, 1981 recorded in Deed Book 53, Page 583.
10. Easement granted from Hansford Rutherford Massie, Jr. and Frances Poff Massie, husband and wife to B. G. Caves by instrument dated April 3, 1978 recorded in Deed Book 229, Page 662; assigned to Amoco Production Company recorded on May 4, 1979 in Deed Book 234, at Page 558.
11. Easement granted from Hansford Rutherford Massie, Jr. and Frances Poff Massie, husband and wife to B. G. Caves by instrument dated April 3, 1978 recorded in Deed Book 236, Page 717, assigned to Amoco Production Company recorded on January 23, 1980 in Deed Book 240, at Page 57.
12. Reservation of 16 foot ingress/egress right-of-way recorded in deed from from Hansford R. Massie, Jr. and Frances P. Massie, his wife to H. R. Massie, III and Deborah C. Massie, his wife by instrument dated June 28, 1984 recorded in Deed Book 259, Page 85.

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**Schedule B Section 2  
Exceptions continued**

13. Terms and conditions as to water usage and pipelines in deed from from Hansford R. Massie, Jr. and Frances P. Massie, his wife to H. R. Massie, III and Deborah C. Massie, his wife by instrument dated June 28, 1984 recorded in Deed Book 259, Page 85.
14. Easement granted from Hansford R. Massie, Jr. to BARC Electric Cooperative by instrument dated September 18, 1986 recorded in Deed Book 273, Page 637.
15. Easement granted from H. R. Massie, Jr. and Frances P. Massie to BARC Electric Cooperative, a cooperative corporation by instrument dated April 6, 1983 recorded in Deed Book 275, Page 90.
16. Easement granted from Hansford R. Massie, Jr. to BARC Electric Cooperative by instrument dated October 25, 1983 recorded in Deed Book 275, Page 91.
17. Easement granted from H. R. Massie, Jr. and Frances P. Massie to Clifton Forge-Waynesboro Telephone Company by instrument dated August 24, 1993 recorded in Deed Book 330, Page 313.
18. Easement granted from H. R. Massie, Jr. to BARC Electric Cooperative by instrument dated August 5, 1997 recorded in Deed Book 377, Page 581.
19. Rights of others use and enjoyment of the uninterrupted flow of Falling Springs Creek.
20. Rights of others in and to the use of the roads located on the subject property.
21. Rights of others in and to the use of the appurtenant easement described under Schedule A hereof.
22. Exact square footage of the land described in Schedule A hereof is not insured.
23. Parties in possession and to any unrecorded leases and/or agreements.
24. Right of appeal or review of the judgment, order or decree of Case No. 13000224, and the effect of any appeal or review.

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"****PARCEL 1:**

All of that certain tract, parcel or lot of land, situate, lying and being in the Falling Springs Valley of Alleghany County, Virginia, containing 42.8 acres, more or less, Being the remainder of the below described property:

The remainder of an original parcel containing 168.00 acres, more or less, lying on the east side of State Highway in Falling Spring Valley, described as follows:

BEGINNING at a locust near the Roaring Rocks on the edge of said road corner to S. B. Surber's Lemon Land, and with it S 31° 35' E 90 poles to a stake in a rock pile, S 25° E 103 poles to a white oak in a field on Surber's line corner to Mike O'Farrel, and leaving Surber and with O'Farrel S 65 ¾° W 42 poles to a stake corner to same, S 54 ½° W 54 poles to a stake corner to same, S 59 ¾° W 37 poles to a fence on the south side of a road corner to same, N 36 ¾° W 49 poles to a stake near said road; thence with or near said road N 37 ¼° W 49 ½ poles to a stake near said road, N 21° W 56 poles to the middle of a gate on said road, N 24° W 47 poles to the center of the gate opening on said State Highway and with the same in a northeasterly direction 140 poles to the BEGINNING.

LESS AND EXCEPT those certain tracts conveyed as follows: 13.2 acres conveyed at Deed Book 259, page 85; 106.00 acres and right of way over existing road, conveyed at Deed Book 326, page 325; and 6.00 acres conveyed at Deed Book 270, page 109.

**PARCEL 2:**

All that certain tract, parcel, or lot of land situate, lying and being in the Falling Springs Valley, in Alleghany County, Virginia, containing 13.2 acres, more or less, as shown on a plat dated May 5, 1984, entitled "Survey of Plat Established by H. R. Massie, III, Hot Springs, Virginia," attached to deed of record in Deed Book 259, page 85, said property more particularly described by metes and bounds as follows:

Beginning at a point "A" a 3" iron pipe encased in concrete, and traveling southeast along the line fence of John B. Mitchell and wife and H. R. Massie, Jr. and wife 538', more or less, to point "B", an iron pin, leaving the boundary line and traveling N. 73 degs. 50' E. through the property of H. R. Massie, Jr. and wife 452', more or less, to point "C", an iron pin, leaving point "C" and traveling N. 65 degs. 50' E. 380', more or less, to point "D", an iron pin, leaving point "D" and traveling N. 24 degs. 10' W. 805', more or less, to point "E", an iron pin, leaving point "E" and traveling S. 64 degs. N. following the Virginia Department of Highways & Transportation Boundary Line with H. R. Massie, Jr. and wife 195', more or less, to point "F", an iron pin, leaving point "F" and traveling S. 47 degs. 30' N. following the Virginia Department of Highways & Transportation Boundary Line with H. R. Massie, Jr. and wife 640', more or less, to point "A"; and

TOGETHER WITH the water rights and existing water line crossing over U. S. 220 and the tract herein above conveyed to the residence of the parties of the second part extending to the residence of the parties of the first part. Subject to the terms and conditions cited therein and to the reserved right of ingress and egress for purposes of maintaining said water line on the 13.2 acre tract.

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