



Fidelity National Title Insurance Company

SCHEDULE A

Title No. **PRO-20-3686W**

File No. **PRO-20-3686W**

1. Commitment Date:
2. Policy or Policies to be issued: Amount of Insurance
(a) ALTA Owner's Policy (6-17-06) **\$20,000.00**
Proposed Insured:
Taylor R. Amos and Heather N. Amos
(b)
Proposed Insured:
3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by
Taylor R. Amos and Heather N. Amos
4. The land referred to in the Commitment is described as follows:
See continuation of Schedule A for legal description

Countersigned:

Professional Title Associates
1528 Narrow Passage Road
Buchanan, VA 24066

By: _____
Authorized Signatory



Fidelity National Title Insurance Company

SCHEDULE A CONTINUED

Title No. **PRO-20-3686W**

File No. **PRO-20-3686W**

LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the County of Franklin, Commonwealth of Virginia, and being more particularly described as follows:

All of that certain Lot or parcel of land with appurtenances thereunto belonging, lying, and being in the Snow Creek Magisterial District, Franklin County, Virginia, fronting on the west side of Virginia Secondary Route 652 (Circle Creek Road), CONTAINING 5.000 ACRES, as shown and described on plat of survey prepared by Piedmont Surveying and Design, P.C., Bryan E. Jones, L.S., (Job No. 08-124), which plat is of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia in Deed Book 960, Page 2270.

SUBJECT, HOWEVER, AND RESERVED for the benefit of the adjacent property owner a drainfield easement, being that area shown, designated and described on the said Jones survey as "Drainfield Easement (containing 0.149 Acre)", which easement is RESERVED for the benefit of the adjoining lands to provide for a septic drainfield, TOGETHER with the right of ingress and egress thereto for the construction, maintenance and repair of the same.



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SCHEDULE B I REQUIREMENTS

Title No. **PRO-20-3686W**

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The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - a. **Deed from Taylor R. Amos and Heather N. Amos to To Be Determined.**
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."
6. Receipt by the Company of satisfactory Notice of Availability of Owner's Coverage.
7. Satisfaction and release of record of Deed of Trust from Taylor Ray Amos (having acquired the property in the name of Taylor R. Amos) to Cleveland W. Adamson, Trustee(s), dated June 4, 2009, recorded June 4, 2009, filed for record in Deed Book 961, page 948. As stated in deed of trust: Original Principal \$115,000.00/\$20,500.00; Original Note Holder United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government").
8. Satisfaction and release of record of the following:
 - a. Judgment in favor of Davenport Energy Inc. against Taylor R. Amos, dated July 13, 2018, docketed August 31, 2018, in Judgment Lien Docket GV18000442-00, at Instrument No. 180000982, in the Clerk's Office of the Circuit Court of Franklin, Virginia, in the amount of \$9,254.03, plus penalty, costs, interest and attorney fees, if any.
 - b. Judgment in favor of Redwood Minute Market Inc. against Taylor R. Amos, dated October 19, 2018, docketed November 19, 2010, in Judgment Lien Docket GV18001571-00, at Instrument No. 180001312, in the Clerk's Office of the Circuit Court of Franklin, Virginia, in the amount of \$5,049.03, plus penalty, costs, interest and attorney fees, if any.

****OR****

Receipt by the Company of satisfactory Continuous Marriage Affidavit from Taylor R. Amos and Heather N. Amos. Upon receipt of said affidavit, the above will not appear in the final title policy.

9. Payment of taxes for the years 2018 and 2019, together with penalty and interest.

NOTE: THIS COMPANY MAY TAKE OTHER REQUIREMENTS AND/OR EXCEPTIONS UPON RECEIPT AND REVIEW OF THE ABOVE-LISTED DOCUMENTS.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.



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SCHEDULE B II

EXCEPTIONS

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Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- a. 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.
1. Those taxes becoming due and payable subsequent to the date of the policy.
2. Easement granted from T. B. Walker and Julia B. Walker to Appalachian Power Company by instrument dated October 11, 1995, recorded in Deed Book 572, Page 835.
3. Easement granted from Julia B. Walker to Appalachian Power Company by instrument dated February 8, 2008, recorded in Deed Book 936, Page 453.
4. Easement(s) reserved in Deed from Julia Bernard Walker to Taylor R. Amos by instrument dated May 26, 2009, recorded in Deed Book 960, Page 2267.
5. Easement granted from Taylor R. Amos Heather N. Amos to Appalachian Power Company by instrument dated June 23, 2009, recorded in Deed Book 964, Page 1448.
6. Easement granted from T. B. Walker and Julia B. Walker to Appalachian Electric Power Company by instrument dated January 21, 1948, recorded in Deed Book 112, Page 271.
7. Easement granted from T. B. Walker to Lee Telephone Company by instrument dated July 2, 1958, recorded in Deed Book 163, Page 296.
8. Easement granted from T. B. Walker Julia Walker, et al, to Commonwealth of Virginia by instrument dated March 7, 1961, recorded in Deed Book 184, Page 431.
9. Easement granted from T. B. Walker to Lee Telephone Company by instrument dated June 25, 1969, recorded in Deed Book 257, Page 80.
10. The following matters as shown on Plat of Subdivision recorded in Deed Book 960, Page 2270:
 - a. Drainfield easement area located on east portion of the Land.
 - b. 30' MBL from Route 652.
11. 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.

AFFIDAVIT

Commonwealth of Virginia)
)
County of _____)

Before me, the undersigned authority, personally appeared **Taylor R. Amos and Heather N. Amos** (the Affiants), who, after being duly sworn, did depose and say that:

1. They were married to each other at the time they became vested with title, as "Tenants by the Entirety," in and to that certain parcel of real estate located in the County of Franklin, Commonwealth of Virginia, known as: **5 acres, Circle Creek Road, Penhook, VA**

2. Their marriage to each other has not been severed since such vesting of title in them as "Tenants by the Entirety," and they have not held title in or by any other tenancy.

Taylor R. Amos

Heather N. Amos

Subscribed and sworn to before me on _____ by the above-named affiants.

Notary Public

My commission expires _____

Owners' Affidavit As To Mechanics' Liens And Possession

To: Fidelity National Title Insurance Company
Richmond, Virginia

RE: Reference No.: PRO-20-3686W

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The Undersigned, being first duly sworn on oath, depose and say:

1. THAT Affiants are the record titleholders of the property known and described as follows:

All of that certain Lot or parcel of land with appurtenances thereunto belonging, lying, and being in the Snow Creek Magisterial District, Franklin County, Virginia, fronting on the west side of Virginia Secondary Route 652 (Circle Creek Road), CONTAINING 5.000 ACRES, as shown and described on plat of survey prepared by Piedmont Surveying and Design, P.C., Bryan E. Jones, L.S., (Job No. 08-124), which plat is of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia in Deed Book 960, Page 2270.

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2. As to Contracts and Conveyances: THAT no agreement or contract for conveyance, or deed, written lease, or writing whatsoever, is in existence, adversely affecting the title to said premises, except that in connection with which this affidavit is given.
3. As to Mechanics' Liens: THAT at no time within 120 days of the date hereof has any work, services, or labor been done, or any fixtures, apparatus or material been furnished in connection with, or to, the said premises, except such material, fixtures, work, apparatus, labor or services as have been fully and completely paid for; that there is no indebtedness to anyone for any labor, fixtures, apparatus, material, services or work done to, upon or in connection with, the said premises; that there is no claim or indebtedness; that there is no mechanics' liens claim against said premises, whether of record or otherwise.
4. As to Possession: THAT there are no parties in possession of said premises other than the undersigned.
5. As to Judgments: THAT no judgment or decree has been entered in any court of this State of the United States against said Affiants and which remains unsatisfied; THAT no proceedings in bankruptcy have ever been instituted by or against Affiants in any court, or before any officer of any state.
6. As to Taxes and Assessments: THAT there are no unpaid or delinquent real estate taxes or assessments against said premises; further, that there are no unpaid or delinquent water or sewer service charges against said premises. ALSO, that the undersigned have not received notice, nor know of any recent or future planned improvements (such as street paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against this property.
7. THAT this Affidavit is made to induce the purchase of and/or a loan secured by the premises described herein and the issuance of a title insurance policy relating to same.
8. THAT Affiants further state that they are familiar with the nature of an oath; and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature. Affiants further certify that they had read the full acts of this Affidavit and understand its contents.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

Taylor R. Amos

Heather N. Amos

ACKNOWLEDGED, SUBSCRIBED AND SWORN to before me this _____, by Taylor
R. Amos and Heather N. Amos.

My commission expires: _____

Notary Public