



Invoice

Remit payment to:

Investors Title Insurance Company
367 Dellwood Road, Building B, Suite 2
Waynesville, NC 28786

Billed to:

Gilbert Russell Key II
Gilbert R Key II PLLC
PO Box 178
Franklin, NC 28744-0178

Attorney:

Gilbert Russell Key II
Gilbert R Key II PLLC
PO Box 178
Franklin, NC 28744-0178

Lender and Loan Number:

Settlement Provider/Attorney File No.: Nolen FarmLand 23-0032

Invoice number: 202310413WA

Invoice date: August 9, 2023

Our file number: 202310413WA

Borrower(s):

TBD

Property:

47.6 acres +/- off Nolen Cove Road
Franklin, NC 28734
Macon County

Brief legal: 47.6 acres, Plat
Book ____, Page
____, Macon County,
NC

DESCRIPTION

AMOUNT

Owner Charges

Owner's Policy (Coverage \$150,000.00)	353.00
Commitment Fee	15.00
Owner's Sub-Total	\$368.00

Total Charges	\$ 368.00
Balance due:	\$ 368.00

Thank you for your business!

Investors Title Insurance Company

P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687
919.968.2200 | invtitle.com

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Office: Investors Title Insurance Company
Commitment No.: 202310413WA/Pro-Forma/RC
Issuing Office File No.: 202310413WA/Pro-Forma/RC
Settlement Provider / Attorney File No.: Nolen FarmLand 23-0032
Property Address: 47.6 acres +/- off Nolen Cove Road, Franklin, NC 28734
Revision No.: 02

REVISED COMMITMENT DATED AUGUST 9, 2023 NO. 02

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 EXTRACONTRACTUAL 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.

SCHEDULE A

1. Commitment Date: June 22, 2023 at 02:00 PM
2. Policy to be issued:
 - a. ALTA 2021 Owner's Policy
Proposed Insured: TBD
Proposed Amount of Insurance: \$150,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple

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Commitment No.: 202310413WA/Pro-Forma/RC

SCHEDULE A

(Continued)

4. The Title is, at the Commitment Date, vested in:

Joanne Nolen, a widow and Frank William Nolen and wife, Nancy Nolen and James G. Nolen and wife, Fredia Nolen and Carolyn Nolen Spence and husband, Hardy Spence

5. The Land is described as follows:

47.6 acres as surveyed by G.L Spinkle R.L.S. as shown on his plat thereof, drawing #6926DEED, dated November 31, 2022, to be recorded.

Issued through the Office of:
Investors Title Insurance Company
367 Dellwood Road, Building B, Suite 2
Waynesville, NC 28786
Tel. (828)452-3868 Fax (828)452-3871
Email waynesville@invtitle.com



Authorized Countersignature

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SCHEDULE B, PART I - 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.
5. Duly authorized and executed deed from Joanne Nolen, a widow and Frank William Nolen and wife, Nancy Nolen and James G. Nolen and wife, Fredia Nolen and Carolyn Nolen Spence and husband, Hardy Spence, vesting fee simple title in TBD.
6. For insurance regarding priority of conveyance by seller to proposed insured owner over potential liens for labor, services or materials, including surveyors, architects, engineers and rental equipment (herein "liens") of seller, or priority of proposed insured lender's mortgage (once recorded) over said liens of seller and/or construction borrower, receipt of applicable NCLTA form (or substantially similar form approved by Company counsel prior to closing), completed and executed by all required parties in compliance with the applicable form's instructions regarding same, to wit:
 - 1) NCLTA Form 1, if no recent construction or addition of improvements on Land, no executory contracts for improvements on Land and no construction loan by signing owner or borrower is contemplated; or
 - 2) NCLTA Form 2, if construction on the Land was recently completed, but no mechanics lien agent is required to be appointed pursuant to NC law; or
 - 3) NCLTA Form 3, if construction is in process or immediately contemplated (for loan, including construction financing), but no mechanics lien agent is required to be appointed pursuant to NC law; or
 - 4) NCLTA Form 5, Owner Affidavit and Indemnity Agreement when construction has been completed, is contemplated or currently underway and a mechanics lien agent has been properly appointed pursuant to

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NC law; and

(a) for insurance regarding priority of conveyance by seller to insured owner and priority of insured lender's mortgage over potential liens, NCLTA Form 6 for waiver and release of lien rights, executed by potential lien claimants with direct lien rights having filed a notice to lien agent or identified in paragraph 1.B of NCLTA Form 5; or

(b) for insurance regarding only the priority of insured lender's mortgage over potential liens NCLTA Form 7 subordination of lien rights, executed by potential lien claimants with direct lien rights having filed a notice to lien agent or identified in paragraph 1.B. of NCLTA Form 5.

7. If a mechanics' lien agent has been properly appointed pursuant to NC Law, a search for filed Notices to Lien Agent must be updated 1 business day prior to recording of the mortgage to be insured.
8. Provide the attached ITC Privacy Statement to the Borrower/Buyer at the time of closing.
9. Receipt of Attorney's Final Certificate, along with all additional required documents, in order to issue a final policy or policies.
10. Attorney to provide plat recording information with final.

NOTE: If you are buying both an owner's policy and a loan policy, the title insurance premiums disclosed on the Loan Estimate and the Closing Disclosure are different from the title premium disclosure requirements of the North Carolina Department of Insurance. Rates filed with The North Carolina Department of Insurance require the Insured be charged a single undivided premium. Federal law requires the premium for an Owner's policy and a Loan Policy to be disclosed as separate premiums. However, the total amount actually collected and charged is the same.

NOTE: If this transaction meets the following criteria, the proposed insured may qualify for a reduced premium:

(a) Refinance transactions: Title Insurance has been issued on the same property and the same owner within the last 15 years.

(b) Purchase/sale transactions: Title Insurance has been issued on the same property within the last 15 years.

If your transaction meets either of these criteria, please contact your local issuing office.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 I—Requirements are met.
2. Taxes for the year 2023, and subsequent years, not yet due and payable.
3. Restrictions appearing of record in Book ____, Page ____, but this policy insures that a violation thereof will not cause a forfeiture or reversion of Title. (To Be Recorded)
4. Matters shown on recorded Plat Book ____ at Page _____. (To Be Recorded)
5. Road Maintenance Agreement recorded in Book ____ at Page _____. (To Be Recorded)
6. Title to that portion of the Land within the right-of-way of State Road #1448, Charles Nolen Road.
7. Title to that portion of the Land within the right-of-way of existing access roads.
8. Rights of others thereto entitled in and to the continued uninterrupted flow of the branch, located on the Land.
9. The effect on the Title of an encumbrance, violation, variation, adverse circumstance , boundary line

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overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land. Paragraph 2 (c) of the Covered Risks is hereby deleted.

NO INSURED CLOSING PROTECTION COVERAGE PROVIDED - As to the transaction for which this binder and/or policy is issued, the Company specifically excludes this transaction from any closing protection services.

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121 North Columbia Street (27514)
 P.O. Drawer 2687
 Chapel Hill, North Carolina
 27515-2687

919.968.2200, 800.326.4842
 Fax: 919.968.2227
 Email: corporate@invtitle.com
 www.invtitle.com

Rev.
 9/2011

INVESTORS TITLE COMPANY PRIVACY STATEMENT

FACTS	WHAT DOES INVESTORS TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> Social Security number and transaction history purchase history and mortgage rates and payments checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
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How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Investors Title Company chooses to share; and whether you can limit this sharing.
-------------	--

Reasons we can share your personal information	Does Investors Title Company share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	We don't share

Questions?	Call 800-326-4842 or go to www.invtitle.com
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Who we are	
Who is providing this notice?	Investors Title Company, Investors Title Insurance Company, National Investors Title Insurance Company, Investors Trust Company*
What we do	
How does Investors Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We will continue to enhance our physical, electronic and procedural safeguards as new technologies become available.
How does Investors Title Company collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • open an account or apply for insurance • file a claim or provide your mortgage information • show your government issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Investors Title name; financial companies such as Investors Title Insurance Company; and nonfinancial companies such as Investors Title Management Services, Inc.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Investors Title Company does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Investors Title Company does not jointly market.</i>
Other Important Information	
*This notice also applies to Investors Title Exchange Corporation, Investors Title Accommodation Corporation, Investors Title Management Services, Inc., and Investors Title Capital Management Company. Investors Title Company may disclose information to Nonaffiliates as permitted by law.	

Investors Title Insurance Company

P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687
(919) 968-2200 • www.invtitle.com

ALTA COMMITMENT FOR TITLE INSURANCE

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 the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Investors Title Insurance Company, a North Carolina 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 when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

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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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - This Commitment, as last revised, is the exclusive and entire agreement between the 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, express or implied, relating to the subject matter of this Commitment.
 - 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.
 - Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - 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 IS 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 closing, settlement, escrow, or any other purpose.
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-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY

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BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.


President


Secretary

PROFORMA

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Investors Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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