

# STEWART TITLE GUARANTY COMPANY

## COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY

### 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.

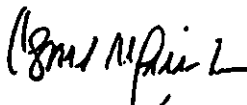
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a TX 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 Policy Amount 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.

By:



ATTEST

President



Secretary

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ALTA Commitment for Title Insurance 8-1-16



(2030.PFD/2030/10)

# STEWART TITLE GUARANTY COMPANY

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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.

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; and
- (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 shall not be liable for any other amendment to this Commitment.

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## 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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.
- (d) 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.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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# STEWART TITLE GUARANTY COMPANY

## 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.

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## STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: CANNADAY ABSTRACT & TITLE CO., INC.  
Issuing Office: 232 GRIGGS STREET, CLINTON, AR 72031  
Issuing Office's ALTA® Registry ID: 0088  
Loan ID Number:  
Commitment Number: 1030  
Issuing Office File Number: 2030  
Property Address: LANDS, VAN BUREN COUNTY, AR

**Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.**

**This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.**

**No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.**

### SCHEDULE A

1. Commitment Date: January 17, 2020 at 08:00 AM
2. Policy to be issued:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
TRACTS 1 AND 2: DOUG EASTRIDGE AND KRISTY EASTRIDGE  
TRACT 3: DICKIE DOUGLAS EASTRIDGE AND KRISTY LEE EASTRIDGE
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

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**SCHEDULE A**  
(Continued)

CANNADAY ABSTRACT & TITLE CO., INC.

By: \_\_\_\_\_  
**PRELIMINARY COMMITMENT**

Signatory License No.:

Title Agency License No.: 100111313

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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. WARRANTY DEED FROM DICKIE DOUGLAS Eastridge, AND SPOUSE IF MARRIED, AND KRISTY LEE Eastridge, AND SPOUSE IF MARRIED, TO TO BE DETERMINED.
6. RELEASE OF JUDGMENT IN CASE STYLED 71DR18-79 KRISTY Eastridge VS. DICKIE DOUGLAS Eastridge IN THE CIRCUIT COURT OF VAN BUREN COUNTY, ARKANSAS, FOURTH DIVISION
7. NOTE: THE 2018 REAL ESTATE TAX RECORD REFLECTS PAYMENT OF PARCEL #0000-09719-0000, 0000-10666-0000, AND 0000-13339-0150 ON OCTOBER 14, 2019, AS SHOWN BY RECEIPT #16115, ACCORDING TO THE OFFICE OF THE VAN BUREN COUNTY COLLECTOR.

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**SCHEDULE B**  
(Continued)

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
3. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
4. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements not shown by the public record.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
6. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
7. All assessments and taxes for the year 2018 and all subsequent years.
8. LOSS ARISING FROM ENCUMBRANCES FILED UNDER THE UNIFORM COMMERCIAL CODE (UCC).
9. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. NEITHER CANNADAY ABSTRACT & TITLE COMPANY, INC. NOR ANY UNDERWRITER THEY REPRESENT MAKE ANY REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
10. THE LANDS INSURED HEREBY SHALL NOT BE DEEMED TO INCLUDE ANY HOUSE TRAILER, MANUFACTURED HOME, MOBILE HOME OR MOBILE DWELLING.
11. RIGHT OF WAY OF COUNTY ROAD. (TRACT 1)
12. INGRESS AND EGRESS TO ANY PORTION NOT JOINED BY A COUNTY ROAD OR HIGHWAY. (TRACT 2)

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## **SCHEDULE B**

(Continued)

13. EASEMENT AND RIGHT OF WAY TO VAN BUREN COUNTY WATER ASSOCIATION AS SHOWN BY DOCUMENT #99-2783. (TRACT 1)
14. RIGHTS OF WAY FOR OVERHEAD OR UNDERGROUND UTILITIES.
15. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE POLICY ISSUED WILL NOT INSURE THE QUANTITY OF ACREAGE.
16. ANY TITLES OR RIGHTS ASSERTED BY ANYONE INCLUDING BUT NOT LIMITED TO PERSONS, CORPORATIONS, GOVERNMENTS OR OTHER ENTITIES, TO LANDS COMPRISING THE SHORES OR BOTTOMS OF NAVIGABLE STREAMS, LAKES, BAYS, OR LANDS BEYOND THE LINE OF THE HARBOR OR BULKHEAD LINES ESTABLISHED OR CHANGED BY THE UNITED STATES GOVERNMENT, RIPARIAN RIGHTS, LITTORAL RIGHTS AND FLOWAGE EASEMENTS, IF ANY. (TRACT 2)
17. 30 FOOT RIGHT OF WAY ALONG THE SOUTH BOUNDARY OF SW¼ NW¼, SECTION 1, T-12-N, R-17-W AS SHOWN IN DEED RECORD 108, PAGE 793. (TRACT 3)
18. PIPELINE RIGHT-OF-WAY EASEMENT FROM DOUG EASTRIDGE AND KRISTY EASTRIDGE, HUSBAND AND WIFE, TO WESTERN LAND SERVICES, INC. SHOWN BY DOCUMENT #2007-1802
19. PIPELINE RIGHT-OF-WAY EASEMENT FROM DOUG EASTRIDGE AND KRISTY EASTRIDGE, HUSBAND AND WIFE, TO WESTERN LAND SERVICES, INC. SHOWN BY DOCUMENT #2007-1803

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## EXHIBIT A PROPERTY DESCRIPTION

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

### TRACT 1:

THE FRACTIONAL EAST HALF OF THE NORTHEAST QUARTER (FRL. E $\frac{1}{2}$  NE $\frac{1}{4}$ ), 76.84 ACRES, MORE OR LESS; IN SECTION SIX (6), TOWNSHIP ELEVEN (11) NORTH, RANGE FIFTEEN (15) WEST, VAN BUREN COUNTY, ARKANSAS.

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (PT. NW $\frac{1}{4}$  NE $\frac{1}{4}$ ), SECTION SIX (6), TOWNSHIP ELEVEN (11) NORTH, RANGE FIFTEEN (15) WEST, VAN BUREN COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE NE CORNER OF SAID SUBDIVISION FROM WHICH POINT RUN WEST 5.00 CHAINS OR TO THE EAST BANK OF OPOSSUM WALK CREEK; THENCE IN A SOUTHEASTERLY DIRECTION ALONG AND WITH SAID CREEK TO WHERE SAME CROSSES THE LINE DIVIDING THE NW $\frac{1}{4}$  NE $\frac{1}{4}$  AND THE NE $\frac{1}{4}$  NE $\frac{1}{4}$  OF SAID SECTION 6, AND RUN THENCE NORTH ON SAID LINE 11.00 CHAINS TO THE POINT OF BEGINNING, CONTAINING 3.33 ACRES, MORE OR LESS.

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (PT. SE $\frac{1}{4}$  SE $\frac{1}{4}$ ), SECTION THIRTY-ONE (31) TOWNSHIP TWELVE (12) NORTH, RANGE FIFTEEN (15) WEST, VAN BUREN COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE SW CORNER OF SAID SE $\frac{1}{4}$  SE $\frac{1}{4}$ , THENCE N 02°15'40" E 818.36 FEET, THENCE S 88°47'06" E 344.71 FEET, THENCE S 02°15'40" W 168.76 FEET, THENCE S 89°23'11" E 935.77 FEET, THENCE S 01°28'09" E 645.79 FEET TO THE SE CORNER OF SAID SE $\frac{1}{4}$  SE $\frac{1}{4}$ , THENCE N 89°24'20" W 1289.51 FEET TO THE POINT OF BEGINNING, CONTAINING 20.39 ACRES, MORE OR LESS.

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (PT. SW $\frac{1}{4}$  SE $\frac{1}{4}$ ), SECTION THIRTY-ONE (31), TOWNSHIP TWELVE (12) NORTH, RANGE FIFTEEN (15) WEST, VAN BUREN COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE SE CORNER OF SAID SUBDIVISION, FROM WHICH POINT RUN NORTH 13.22 CHAINS TO A STONE IN CENTER OF LANE; THENCE NORTH 70° WEST 5.45 CHAINS TO A STONE; THENCE SOUTH 13.67 CHAINS TO SOUTH LINE OF SUBDIVISION, AND THENCE EAST 5.00 CHAINS TO POINT OF BEGINNING, CONTAINING 6.67 ACRES, MORE OR LESS.

### TRACT 2:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ), SECTION SIX (6), TOWNSHIP ELEVEN (11) NORTH, RANGE FIFTEEN (15) WEST, VAN BUREN COUNTY, ARKANSAS, CONTAINING 40 ACRES, MORE OR LESS.

### TRACT 3:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ), SECTION TWO (2), TOWNSHIP TWELVE (12) NORTH, RANGE SEVENTEEN (17) WEST, VAN BUREN COUNTY, ARKANSAS, CONTAINING 40 ACRES, MORE OR LESS;

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