

BINDER ONLY
COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

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.

1. Commitment Date: **May 4, 2020, 8:00 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured: **To Be Determined**

Proposed Policy Amount: **\$1,000.00**

(b) 2006 ALTA® Loan Policy

Proposed Insured:

Proposed Policy Amount:

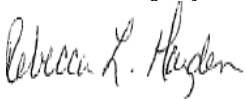
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: **William Mizell**

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

SEE ATTACHED EXHIBIT "A"

Countersigned by: Lenders Title Company 110 Ouachita Avenue Hot Springs, AR 71901
Arkansas Title Agency License No. 100111646



This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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.



EXHIBIT "A"

A part of Lot 3 and part of the North 10' of Lot 2, of Block 2 of Trivista Subdivision, Garland Co., AR. Commence at the NE cor. of said Lot 3; thence, West along East Saint Louis St. a dist.. of 62.87' to set 1/2" re-bar & Point of Beg.; thence, continue West a dist. of 101.57' to 1" pipe & East R-O-W of Central Ave.; thence, S 6° 53' 06" W along R-O-W a dist. of 80.32' to 1" pipe on South line of North 10' of Lot 2; thence, N 89° 50' 19" E along this line a dist. of 104.64' to set 1/2" re-bar; thence, North a dist. of 34.0' along a fence and garage to NE cor. of said Gar.; thence, N 8° 12' 17" E along fence, a dist. of 45.9' to Point of Beg. (According to survey by Wade Spainhour, Registered Professional Land Surveyor, dated Mar. 17, 2006.)

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE B 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 William Mizell and spouse (if married) vesting fee simple title in To Be Determined.
6. Pending Divorce filed in the Circuit Court of Garland County, Arkansas, Domestic Relations Division, Case No. 2020-19, filed January 9, 2020 and styled William Leonard Mizell Vs. Audrey Austin Mizell in the Records of Garland County, Arkansas.
7. Furnish executed Owner's/Buyer's Disclosure and Agreement.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) 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, 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. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) 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.
3. Any right, title or interest of the spouse (if any) of any married vestee herein, including, but not limited to, dower, curtesy, and/or homestead.
4. Taxes and assessments for the year(s) 2020 and thereafter, which are not yet due and payable, plus any penalties and interest which may accrue.
5. Title to, and easements in, any portion of the land lying within right-of-way of any alleys, highways, roads, streets, or other ways.
6. Loss arising from any Oil, Gas, Mineral or other sub-surface interests, conveyed, retained, assigned or any activity on or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) 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.



7. Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real property records of the county in which the property is located.
8. Loss arising from any security interests evidenced by financing statements filed of record with the Circuit Clerk of Garland County, Arkansas or the Secretary of State of Arkansas as of the effective date hereof under the Uniform Commercial Code.
9. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, set-back lines, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in the Bill of Assurance recorded in Book 184 at Page 456, Declaration of Restrictions recorded in Book 184 at Page 460 and Agreement of Property Owners of Trivista Setting aside and changing certain restrictions recorded in Book 225 at Page 559 and Plat recorded in Book 184 at Page 459 of the Deed and Mortgage Records of Garland County, Arkansas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
10. Title to that portion of property lying between the South Ret. Wall and the privacy fence outside of said wall as shown on survey by Wade Spainhour, Registered Professional Land Surveyor, dated March 17, 2006.
11. Violation of 30' Set-Back line by the dwelling from the West line as shown on the plat of the subdivision recorded in Book 184 at Page 459 of the Deed and Mortgage Records of Garland County, Arkansas, dwelling being 29.4' from the West line as reflected by survey dated March 17, 2006, by Wade Spainhour, Registered Professional Land Surveyor.
12. Subject to City of Hot Springs, Arkansas, Territorial Jurisdiction - Planning Area (Ordinance 5715, as Amended) Adopted by Ordinance No. 5957, passed August 16, 2013 and filed September 20, 2013 in Book 3498 at Page 496 in the Deed and Mortgage Records of Garland County, Arkansas.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) 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.

