

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: **July 22, 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:

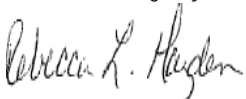
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: **Jason Lacomfora and Jennifer Jill Lacomfora, husband and wife**

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"

Part of Lot C of the Resurvey of Lots 13 - 16 of Timbertop Subdivision, Unit One, according to the Revised plat recorded in Book 4 at Page 37 of the Plat Records of Garland County, Arkansas, being more particularly described as follows: Begin at the Southeast corner of said Lot C on the 400' contour of Lake Hamilton; thence N 20°24'22" E 283.18' to the South line of Parker Point; thence S 73°34'40" W along the said South line, 100.00'; thence S 15°45'59" W, thru Lot C, 271.59' to the 400' contour of Lake Hamilton; thence N 71°09'00" E 75.0' to the Point of Beginning.

AND ALSO:

All of Lots 17, 18, 19, 20, and 21, in Timber Top Subdivision, Unit 1, according to the Plat recorded in Book 3 at Page 136 of the Plat Records of Garland County, Arkansas. LESS AND EXCEPT That part of Lot 18 sold to the Hot Springs Municipal Sewer Department by Warranty Deed recorded in Book 1385, at Page 117, more particularly described in a Warranty deed from Thomas W. Stone and Beatrice Stone to Highway 270 West Sewer Improvement District #21, filed for record on November 4, 1982 in Book 1001 at Page 995 of the Deed and Mortgage Records of Garland County, Arkansas. (According to survey by Clyde Scott Lamar, RPLS, dated January 9, 2020.)

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 Jason Lacomfora and Jennifer Jill Lacomfora, a married couple, vesting fee simple title in To Be Determined.
6. Satisfaction and Release of a Mortgage executed by Jason Lacomfora, spouse of Jennifer Jill Lacomfora a/k/a Jennifer J. Lacomfora and Jennifer Jill Lacomfora a/k/a Jennifer J Lacomfora, spouse of Jason Lacomfora in favor of The Citizens Bank dated January 10, 2020 in the original amount of \$316,000.00 and recorded on January 14, 2020, in Book 4121 at Page 80 in the Deed and Mortgage Records of Garland County, Arkansas.
7. Payment of the General Taxes for the year 2019 and the Special Assessments for the year 2020.
8. Furnish executed Owner's Disclosure & 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. No insurance is given under this Policy for any property which may have been acquired as a result of accretion or other means of addition to the property which would result in additional property in excess of the original contour line.
10. Any title 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 riparian rights, if any. Any adverse claim to any part of said land which has been created by artificial means or has accreted to such portions so created.
11. Any and all reservations, easements and flowage rights retained by Arkansas Power and Light.
12. Attention is directed to the fact that this policy does not insure title to any boat dock associated with the property described in Schedule A.
13. Rights, if any, of the property owners abutting the Creek in and to the waters of the creek and in and to the bed thereof; also boating and fishing rights of property owners abutting the creek or the stream of water leading thereto or therefrom. Lots 17 & 18
14. Right of way reserved in favor of St. Louis, Iron Mountain and Southern Railway as set out in Deed dated May 17, 1881 and recorded in Book 4 at Page 396 of the Deed and Mortgage Records of Garland County, Arkansas. (S1/2 11-3-20)
15. Reservations and Easements set forth in Special Warranty Deed from The Garland Power and Development Company to Walter Dodson, filed for record March 26, 1932 and recorded in Book 196 at Page 565 of the Deed and Mortgage Records of Garland County, Arkansas. 10-3-20
16. Reservations and Easements set forth in Special Warranty Deed from Garland Power and Development Company to Arkansas Power and Light Company, filed for record January 25, 1935 and recorded in Book 209 at Page 244 of the Deed and Mortgage Records of Garland County, Arkansas. SE SE 10 & SW SW 11 -3-20
17. Reservations and Easements set forth in Special Warranty Deed from Arkansas Power

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.



and Light Company to Thomas W. Stone, filed for record March 23, 1945 and recorded in Book 262 at Page 56 of the Deed and Mortgage Records of Garland County, Arkansas. SE SE 10-3-20

18. Reservation of a 30 foot road set forth in Special Warranty Deed from Garland Power and Development Company to Arkansas Power and Light Company, filed for record January 25, 1935 and recorded in Book 209 at Page 244 and repeated in Quitclaim to Thomas W. Stone, filed for record October 29, 1946 and recorded in Book 277 at Page 235 of the Deed and Mortgage Records of Garland County, Arkansas. SWSW 11-3-20
19. Reservation of Right of Way set forth in Warranty Deed from Jason D. Weston and Ella Weston, his wife to Thomas W. Stone, filed for record October 29, 1946 and recorded in Book 273 at Page 573 of the deed and Mortgage Records of Garland County, Arkansas. SWSW 11-3-20
20. Easement set forth in Warranty Deed from Jason Weston and Ella Weston to Thomas W. Stone, filed for record June 5, 1956 and recorded in Book 421 at Page 528 of the Deed and Mortgage Records of Garland County, Arkansas. NW SW 11-3-20
21. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Book 637 at Page 721 and Book 891 at Page 235 in the Deed and Mortgage Records and Plat recorded in Book 3 at Page 134 with Resurvey of Lots 13 - 16 in Plat Book 4 at Page 37 in the Plat Records, all 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.
22. Deed of Easement in favor of Sewer Improvement District No. 21 of Garland County, Arkansas for the use and benefit of the City of Hot Springs, Arkansas, Municipal Sewer System, filed February 4, 1982 in Book 1001 at Page 876 in the Deed and Mortgage Records of Garland County, Arkansas. Lots 16 - 18
23. Deed of Easement in favor of City of Hot Springs, Arkansas, Municipal Sewer System, filed November 8, 1982 in Book 1002 at Page 358 in the Deed and Mortgage Records of Garland County, Arkansas. Lots 18 - 21
24. 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.



25. The description set forth in Plat in Book 3 at Page 136 of the Plat Records of Garland County, Arkansas calls for a total distance of 797 feet along the contour line of Lots 17 - 21, whereas survey by Clyde Scott Lamar, Registered Professional Land Surveyor, dated January 9, 2020 shows the total distance of 898.53 more or less along the contour lines of Lots 17 - 21. This policy will insure only as the lesser amount of footage along these lines.

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.

