

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: **June 4, 2021, 8:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy

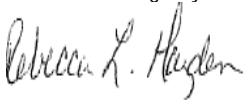
Proposed Insured: **To Be Determined**

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: **Homer O. Pfeiffer and Patricia Pfeiffer, 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



By: Rebecca L. Hayden Title Agent License No.: 9895378

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EXHIBIT "A"

Part of Lots 9 & 10 of Boll Estate Subdivision, Garland County, Arkansas, being further described as follows: Commence at the Southwest corner of said Lot 9; thence N21°06'30"W 266.40'; thence N25°30'11"E 47.62' to a point on the 400' contour of Lake Hamilton and the Point of Beginning; thence along the 400' contour of Lake Hamilton 80.91' +/- to a point that bears N17°49'37"W 80.31' from last said point; thence leaving said 400' contour of Lake Hamilton N86°19'28"E 27.91' to a set 1/2" rebar w/cap; thence S47°44'20"E 171.67' to a found rebar w/cap (PLS#1120); thence S10°23'41"E 21.59' to a found rebar w/cap (PLS #1120); thence S46°57'28"W 11.59' to a found rebar w/cap (PLS#1120); thence N76°09'57"W 76.66' to a found rebar w/cap (PLS #1120); thence N64°35'10"W 12.92' to a found rebar w/cap (PLS#1120); thence N43°00'55"W 58.09' to the Point of Beginning. According to survey by Shawn Patrick Blees, RPLS, dated August 6, 2015.)

TOGETHER WITH and subject to an Amended Driveway and Utility Easement: Being a portion of lot 10 and 11 of Boll Estate Subdivision, recorded in Book 389, Page 109 of the Deed and Mortgage Records of Garland County, Arkansas, and being more particularly described as follows: Commencing at the Southeast corner of said lot 11; thence South 60 degrees 13' 34" West, along the South line of said Lot 11, a distance of 66.90 feet to the Point of Beginning; thence continuing South 60 degrees 13' 34" West, passing a common corner of said Lots 11 and 10, a distance of 72.04 feet; thence Northeasterly, departing the South line of said Lot 11 and along a circular curve to the left, having a radius of 25.00 feet, through a central angle of 76 degrees 19' 06", an Arc length of 33.30 feet, and having a Chord which bears North 22 degrees 04' 00" East, a distance of 30.89 feet; thence North 16 degrees 05' 33" West, a distance of 64.47 feet; thence North 37 degrees 56' 19" West, a distance of 17.23 feet; thence North 62 degrees 18' 47" West, a distance of 55.75 feet; thence North 32 degrees 57' 52" West, a distance of 27.31 feet; thence North 10 degrees 11' 43" West, a distance of 21.65 feet; thence North 16 degrees 52' 07" East, a distance of 22.93 feet; thence North 39 degrees 42' 48" East, a distance of 29.92 feet; thence North 34 degrees, 50' 05" East, a distance of 16.78'; thence North 66 degrees 32' 14" East, crossing the common line of said Lots 10 and 11, a distance of 19.05'; thence South 78 degrees 40' 25" East, a distance of 7.35 feet; thence North 71 degrees 11' 36" East a distance of 17.67'; thence South 16 degrees 15' 02" East, a distance of 12.51 feet; thence South 17 degrees 12' 28" East, a distance of 44.90 feet; thence South 04 degrees 32' 01" East, a distance of 47.68 feet; thence South 03 degrees 21' 42" East, a distance of 55.83 feet; thence South 16 degrees 05' 33" East, a distance of 37.62 feet; thence Southeasterly, along a circular curve to the left, having a radius of 25.00 feet, through a central angle of 103 degrees 40' 54", an Arc Length of 45.24 feet, and having a chord which bears South 67 degrees 56' 00" East, a distance of 39.31 feet to the Point of Beginning.

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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 Homer O. Pfeiffer and Patricia Pfeiffer, a married couple, vesting fee simple title in To Be Determined.
6. Payment of the General Taxes for the year 2020 and the Special Assessments for the year 2021.
7. Furnish executed Owner's Disclosure & Agreement.

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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) 2021 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. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The Company does not insure the area, square footage, or acreage of the land.
7. 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

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exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.

8. 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.
9. 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.
10. 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.
11. 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.
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. Right of Way in favor of Z.S. Denman, and recorded in Deed from St. Louis, Iron Mountain and Southern Railway Company filed for record November 1, 1901 in Book 33 at Page 119, in Garland County, Arkansas.
14. Right of Way in favor of Helen Boll Bell and Jeanne Boll Crooks and Lavinia Boll Paone, and recorded in Special Warranty Deed from Arkansas Power and Light Company filed for record September 19, 1945 in Book 264 at Page 455, in Garland County, Arkansas.
15. Right of Way in favor of J.M. Lowery, J.W. Elliott and Luther C. Phillips, and recorded Special Warranty Deed from Arkansas Power and Light Company filed for record November 20, 1944 in Book 260 at Page 66, in Garland County, Arkansas.
16. Right of Way in favor of O.R. Bradford and Flore Bradford, and recorded in Warrant Deed from Helen Boll Bell, Jeanne Boll Crooks and Lavinia Boll Prone filed for record July 2, 1954 in Book 390 at Page 462, in Garland County, Arkansas.
17. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in Bill of Assurance and Plat of said subdivision filed in Book 389 at

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Page 109 - 111 in 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.

18. Easements and conditions set forth in Warranty Deed from MM6, L.L.C. to Scott Proctor, a married person, filed for record August 11, 2005 in Book 2577 at Page 692 in the Deed and Mortgage Records of Garland County, Arkansas.
19. Encroachment upon property adjoining on the West by the Dock and Walk as shown on survey by Shawn Patrick Bles, RPLS, dated August 6, 2015.

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