



Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

ALTA® Universal ID: 1065038
 Loan ID Number:
 Commitment Number: 12345678910
Property Address: 2201 Dream City Arch, Virginia Beach, VA 23452
 Revision Number:

SCHEDULE A

1. Commitment Date: **May 7, 2020 at 08:00 AM**
2. Policy to be issued:
 - (a) Enhanced Owner's Policy (12/02/13)
 Proposed Insured: **Buyer Smith and Buyer Johnson**
 Proposed Policy Amount: **\$ 242,500.00**
 - (b) ALTA Loan Policy (6/17/06)
 Proposed Insured: Unlimited Funds Mortgage Co., its successors and/or assigns, as their interests may appear
 Proposed Policy Amount: \$ 235,225.00
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 Commitment Date vested in:
Seller Williams
5. **The Land** is described as follows:
SEE EXHIBIT A ATTACHED HERETO
It being the same property conveyed to Seller Williams by Deed from King Buckingham and Queen Wales, dated 2/21/12 and recorded 3/1/12 as Instrument Number 2012030100000000, in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia.

TITLEQUEST OF HAMPTON ROADS, LLC

By: _____
 PROFORMA

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EXHIBIT A - LEGAL DESCRIPTION

All that certain piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 6, as shown on that certain plat entitled, "Peaceful Village, Section 2, Lynnhaven Borough-Virginia Beach, Virginia", made by Straight Line Surveyor which is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 10150 at Page 33.





SCHEDULE B, PART I
Requirements

Schedule B, Part 1 are
the "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.
 - a. Warranty Deed from Seller Williams to Buyer Smith and Buyer Johnson vesting fee simple title to the subject property.
 - b. Deed of Trust from Buyer Smith and Buyer Johnson securing Unlimited Funds Mortgage Co. in the amount of \$235,225.00.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. You must tell us in writing the name of any person/party not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. This Company will then make additional requirements or exceptions.
6. Provide a survey acceptable to this Company or Exception 2 will remain on the Owner's Title Insurance Policy when issued.
7. Furnish the Notice of Availability of Owner's Title Insurance to purchaser(s)/proposed Insured(s) and obtain an executed copy of same.
8. Proper execution by Present Owner(s) of Home Owner's Affidavit as to debts, liens and possession.
9. Completion and proper execution by the Closing Attorney of the Attorney's Final Certificate of Title.
10. Payment of any storm water management fees that may be due and payable plus penalties and interest which may accrue.
11. Satisfaction and release of the following lien: Deed of Trust from Seller Williams to Titlequest of Hampton Roads, LLC, Trustee(s), dated 2/16/12 and recorded 3/1/12 in the Clerk's Office of the Circuit Court of the City of Virginia Beach as Instrument Number 201203010000000000, securing Space Station Mortgage Company in the principal sum of \$220,662.00 with interest thereon.
12. Furnish this Company with evidence that any homeowner assessments are paid to date of closing.
13. Satisfactory cancellation and release OR disqualification of the judgment filed against Seller Williams in favor of Land of Lakes, Inc. in Judgment Lien Docket Book 00000 at page 00000, dated July 2, 2012 and recorded July 19, 2012 in the original amount of \$13,962.00, plus any penalties, interest and costs.

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SCHEDULE B
(Continued)

14. Satisfactory cancellation and release OR disqualification of the judgment filed against Buyer Smith in favor of United States of America in Judgment Lien Docket Book 42000 at page 1528, dated August 1, 2019 and recorded August 8, 2019 in the original amount of \$10,450.00, plus any penalties, interest and costs.
15. If documents are to be e-recorded furnish this Company with the following:
 - a. Receipt of duly executed Owner's Affidavit and Agreement in a form acceptable to the Company, which form shall include approved gap indemnification.
 - b. Confirmation prior to closing that the Clerk of the Circuit Court has approved and authorized recording the electronically signed and notarized instruments to be insured.
 - c. Certification of final title update immediately prior to recording.
 - d. Recordation of the instruments to be insured in the land records of the Clerk's Office of the Circuit Court.
 - e. Evidence of confirmation of receipt of recording, and approval by the Clerk's Office of the Circuit Court.
16. POWER-OF-ATTORNEY, if any to be used in this transaction:
 - a. Prior to settlement, this Company must be provided with a copy of any Power-of-Attorney being used to execute documents in this transaction for review and approval by Company. The policy when issued will insure as to the validity of the Power of Attorney recorded prior to the insured Deed and/or Deed(s) of Trust;
 - b. RECORDATION of aforesaid Power-of-Attorney AND proper execution and RECORDATION of Attorney-in-Fact Affidavit (pursuant to § 64.2-1617 and § 64.2-1639 of the Code of Virginia, as amended).

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SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

Schedule B, Part 2 are
the "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. For the ALTA HOMEOWNERS POLICY: Any easements, claims or easements, servitudes, discrepancies, conflict, or shortage in area or boundary lines, or any encroachment or protrusions or overlapping of improvements, whether or not appearing in the public records, which would be disclosed by an accurate survey and inspection of the premises ("Survey Matters"). This policy provides no coverage for Survey Matters under Covered Risks 21, 22, 23 and 24.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or after furnished, imposed by law and not shown by the public records.

NOTE: Upon receipt of the requirements set forth in Schedule B, Section I of this title insurance commitment, items numbered 1, 4 and 5 above will be deleted from and not appear on the loan policy when issued.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Rights or claims of parties in possession not shown by the public records.
7. Taxes for the 2nd half of the fiscal year 2019/2020, any storm water fees, solid waste fees, and any municipal utility fees which are liens not yet due and payable, and those taxes, storm water fees, solid waste fees, and municipal utility fees for all subsequent billing periods.
8. Terms, provisions, restrictions, conditions, easements, liens, assessments, developer rights, options, rights of first refusal and reservations contained in instrument recorded in Deed Book 2230, at Page 1658, and any and all amendments thereto, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to handicap but does not discriminate against handicapped persons.
9. 30' front; 10' interior and 20' rear building setback lines as contained in the restrictions.
10. 5' utility and drainage easement as contained in the restrictions as as shown on the recorded subdivision plat.
11. Easement granted to Virginia Electric and Power Company by instrument recorded in Deed Book 2223, at Page 1996.
12. Easement granted to Chesapeake and Potomac Telephone Company by instrument recorded in Deed Book 5342, at Page 289.
13. Easement granted to Virginia Natural Gas recorded in Deed Book 2289, at Page 129.

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SCHEDULE B
(Continued)

14. Subdivision agreement with the City of Virginia Beach recorded in Deed Book 2212 at page 1040.
15. Setback lines, easements, rights of way and all terms and conditions set forth on the plat entitled "Peaceful Village, Section 2", which plat is recorded among the records of the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 10150, at Page(s) 33.
16. Rights and privileges of owners in and to the use and enjoyment of the common areas.
17. No liability is assumed for the payment status of any homeowner assessments described in the aforementioned restrictions, which assessments shall be subordinate to the lien of a first Deed of Trust.



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