



COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE 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, WFG National Title Insurance Company, a South Carolina 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.


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,

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By: 
 President

ATTEST: 
 Secretary



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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.

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.

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- 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.

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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY
SCHEDULE A

Issuing Agent: **Bay National Title Company**
Issuing Office: **13577 Feather Sound Drive, Suite 250**
Clearwater, FL 33762
Issuing Office File Number: **LAT-60842**
Property Address: **Lot 11 Laurelwood Circle, Murphy, NC 28617**

1. Commitment Date: **December 13, 2018 at 8:00AM**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **A Natural Person or Legal Entity To Be Determined**
Proposed Policy Amount: **\$1,000.00**
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:
United States of America
5. The Land referred to in this Commitment is described as follows:
SEE EXHIBIT "A" ATTCHED HERETO

By: **Bay National Title Company**



Authorized Signatory

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EXHIBIT "A"

LEGAL DESCRIPTION

That certain tract or parcel of land containing 1.29 acres, more or less, designated as Lot 11 of Laurel Wood Estates, in Hothouse Township, Cherokee County, North Carolina, and being more particularly described to a plat of survey by Charles V. Bryson, P. L. S., dated November 3, 2005, bearings based on magnetic north (August 1996) and from said plat of survey being more particularly described as follows:

Beginning at a point in the centerline of N.C.S.R. 1108, Hothouse Road, having a 60 foot wide right of way where it intersects with the centerline of a subdivision access road, having a 30 foot wide right of way, a corner common to Lot 1 of Laurel Wood Estates; thence with the centerline of N.C.S.R. 1108, Hothouse Road, North 18° 42' 00" East 34.29 feet, North 00° 31' 00" East 37.07 feet and North ago 45'00" West 109.98 feet to a point in said road centerline; thence leaving said road centerline North 61° 39' 00" East 16.63 feet to an iron rod found and North 61° 39' 00" East 243.34 feet to an iron rod found at a corner common to Lot 12 of Laurel Wood Estates; thence with a line common to Lot 12, South 28° 36' 00" East 201.17 feet to a point in the centerline of a subdivision access road, a corner common to Lot 12, Lot 3 of Laurel Wood Estates and Lot 2 of Laurel Wood Estates; thence with the centerline of the subdivision access road and a line common to Lot 2, South 73° 09' 00" West 95.00 feet and South 55° 24' 00" West 69.01 feet to a point in said road centerline, a corner common to Lot 2 and Lot 1; thence with a line common to Lot 1 and continuing with said road centerline South 51° 32' 00" West 68.36 feet, South 68° 16' 00" West 33.80 feet and South 87° 59' 00" West 20.47 feet to a point in said road centerline and a corner common to Well Lot "A"; thence leaving said road centerline with a line common to Well Lot "A", North 19° 35' 20" West 12.06 feet, North 19° 35' 40" West 11.10 feet, North 81° 36' 46" West 9.70 feet, South 03° 05' 07" East 23.83 feet to a point in the centerline of the aforementioned subdivision access road; thence with the centerline of said road centerline and a line common to Lot 1, South 87° 59' 00" West 48.63 feet to the point and place of beginning, containing 1.29 acres more or less.

Parcel ID: 4429-00-35-3700-000

Commonly known as: Lot 11 Laurelwood Circle, Murphy, NC 28617

The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

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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.
 - a. Warranty Deed or Special Warranty Deed to be executed by the duly authorized representative of The United States of America, acting by and through the United States Marshals Service to A Natural Person or Legal Entity To Be Determined, conveying the property as described in Schedule A of this Commitment. In the event the conveyance of title to the proposed insured is to be made by any entity other than the foregoing named Grantor or is to be made through use of any other deed format other than a Warranty Deed or Special Warranty Deed as herein required or the deed contains an exception for any Code Enforcement Lien(s), Company must be notified and thereupon this Commitment will be revised to require the release of the land described in Schedule A from any cross-attaching Code Enforcement Liens attaching to said land.
5. Issuance of the final commitment is subject to review and underwriting approval of the federal forfeiture proceedings by the Company. The Company reserves the right to make additional requirements and/or exceptions after review of the requested documentation.
6. Proof of payment, satisfactory to the Company, of taxes for the year 2018 in the gross amount of \$64.01 under Tax Folio Number: 4429-00-35-3700-000.

NOTE: This commitment is subject to review of a tax statement or report prior to closing. Upon review of the tax statement or report, the Company reserves the right to make additional requirements and/or exceptions based on the findings.

7. Company requires proof of payment, satisfactory to the company, of taxes for the years 2015-2017 in the amount of \$239.34 in tax folio number 4429-00-35-3700-000.

NOTE: Due to the delinquent nature of the above referenced tax year, there may be additional amounts due, including but not limited to interest, fees and penalties. Verification of the current amount due should be made prior to payment.

8. No liability is incurred by this Commitment until the Proposed Insured Owner has been disclosed to this Company, and/or its policy issuing agent herein. Once the Buyer(s) names have been disclosed, this Report can be completed and may be redrafted to deal with the effect of any documents, proceedings, liens, decrees, or other matters, if any, relating to said Buyer(s), which may affect the title to or impose liens or encumbrances on the Insured Land. The Company reserves the right to make additional requirements, or exceptions, should any additional facts or information be disclosed by the compliance with the preceding requirement.

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9. When the Company has been provided the amount of the full insurable value of the land, and the Company has agreed to that value, Schedule A will be amended accordingly.

NOTE: An owner's policy, insuring an estate or interest in the subject property herein, will not be issued for less than full value of the subject property.

10. The amount of insurance of the proposed Policy is limited to \$1,000.00. The total liability of the Company under this commitment shall not exceed that amount, unless and until another amount of insurance of the Policy to be issued is agreed upon and the Company's applicable insurance charges are paid. The Company requires satisfactory evidence of the loan, actual value, or sales price, of the estate or interest to be insured. If the Company approves that amount, it may be entered as the amount of insurance of the proposed Policy to be issued.
11. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
12. Obtain a sworn affidavit by the current owner(s), certifying that there are no liens against the insured land other than as disclosed by this commitment; that there are no outstanding or pending claims against the affiant that may constitute the basis for a lien against the insured land; that other than as disclosed by this commitment there are no matters which constitute defects in affiants' title to the insured land; and that there are no matters existing at this date which would adversely affect the ability of the affiant to convey and/or mortgage the insured land.
13. Furnish Company with an Affidavit satisfactory thereto executed by owner, or its agent, that there are no parties in possession of the land described in Schedule A and that there are no claims to any rights of possession or any lease affecting said land known to exist. Said Affidavit must be based on the actual knowledge of the Affiant after their due investigation and inquiry and not merely to the best of their knowledge and belief. In lieu of such owner's Affidavit, Company will accept a similar affidavit from the buyer proposed to be insured hereunder.
14. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds

NOTE: All recording references in this commitment/policy shall refer to the public records of Cherokee County, North Carolina, unless otherwise noted.

NOTE: Any matters listed as requirements on Schedule B-I above that are not resolved to the satisfaction of Company will be shown as an exception on final policy.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

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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 disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights, facts, interests or claims of present tenants, lessees or parties in possession which are not shown by the Public Records, but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.
5. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
8. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Covenants, Restrictions, Easements, Reservations, Terms and Conditions recorded in Book 806, Page 22. As this instrument has been amended or modified by the instrument recorded in Book 1137, Page 698.
9. Covenants, conditions and restrictions of record, if any, and all amendments and/or supplements thereto, 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. Subject to Right of Way Agreement recorded 6/5/2002 in Book 982, Page 12.
11. The rights of tenants in possession under bona fide lease(s) not shown by the public records.

NOTE: Upon receipt of a satisfactory affidavit confirming the identity of unrecorded leases and parties in possession this exception can be further limited. (for the lender only)

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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. The Company makes no 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. This policy excludes all loss or damage, including attorney's fees and costs, arising or resulting from unpaid municipality charges, including but not limited to those for gas, water or sewer, and for liens resulting from violations or alleged violations of statutes, ordinances, codes and/or regulations including, but not limited to, charges for summary abatement, rubbish removal, grass cutting, tree removal and board-up. The proposed insured is cautioned to obtain the current status of these charges, if any.

NOTE: All recording references in this commitment/policy shall refer to the public records of Cherokee County, North Carolina, unless otherwise noted.

NOTES FOR INFORMATION PURPOSES ONLY:

(a) Items 2 and 5 of Schedule "B-II" of this Commitment will be deleted from any policies issued pursuant thereto, upon the Company's review and acceptance of an Affidavit of Possession and No Liens, and the Company's review of the potential exposure of construction liens. The Company reserves the right to exclude from coverage matters disclosed by the Affidavit or discovered in the Company's review of the potential exposure for construction liens and to make such additional requirements as it may deem necessary.

(b) Items 3 and 4 of Schedule "B-II" of this Commitment will be deleted from any policies issued pursuant thereto, upon being provided a survey meeting the company's requirements. If such survey reveals any encroachments, overlaps, boundary line issues or other adverse matters, they will appear as exceptions in any policies to be issued based upon this commitment.

(c) All of the recording information contained herein refers to the Public Records of the County and State contained within the legal description on Schedule A, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

(d) As to all restrictions set forth above, the following is added: "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(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to a handicap, but does not discriminate against handicapped persons."

(e) A search commencing with the effective date hereof will be performed prior to closing this transaction. If this search reveals an objection or title defect, an endorsement will be issued requiring that said objection or defect be cleared before closing.

(f) Please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting WFG National Title Insurance Company, 340 Oswego Pointe Drive, Lake Oswego, OR 97834 Telephone number (800-334-8885)

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File No.: **LAT-60842**

Chain of Title

Deed Type: Second Final Order of Forfeiture
Grantors: Joan A. Lenard, United States District Judge
Grantees: United States of America
Dated: February 4, 2016
Recorded Date: February 4, 2016
Book: 1535
Page: 928

Deed Type: General Warranty Deed
Grantors: David Buwalda and wife, Arlene Buwalda
Grantees: Osmany Tapia
Dated: March 1, 2006
Recorded Date: March 10, 2006
Book: 1216
Page: 246

For your convenience please find attached the current Vesting Deed:

[Second Final Order of Forfeiture](#)

Tax Information

Tax Year: 2018
Tax Type: County
Tax ID #: 4429-00-35-3700-000
Taxing Entity: Cherokee County Tax Collector, NC
Total Annual Tax: \$64.01
Frequency: Annual

First Installment: \$64.01
First Installment Status: Due
First Installment Due/Paid Date: January 5, 2019

For your convenience please find attached the current Tax Information:

[2018](#)

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