



**CHICAGO TITLE INSURANCE COMPANY**

Issued By:

**LandCastle Title, LLC**  
**34920 Ridge Road, Suite 100-B**  
**Willoughby, OH 44094**  
**(440)942-5168 (phone) (440)201-7628 (fax)**

**SCHEDULE A**

File No.: KY203-1800084PR

1. Effective Date: November 20, 2018 at 08:00 AM

2. Policy or Policies to be issued:

Amount

a. ALTA Owners Policy (06/17/06)

TBD

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below

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:

United States of America

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

SEE SCHEDULE C ATTACHED HERETO

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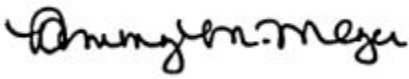
**SCHEDULE A**  
(Continued)

**CHICAGO TITLE INSURANCE COMPANY**



By:   
ATTEST   
President  
Secretary

Chicago Title Insurance Company

By:   
\_\_\_\_\_  
LandCastle Title, LLC  
Authorized Officer or Agent

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**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B**

File No.: KY203-1800084PR

**SCHEDULE B**

1. Requirements:
  - a. Payments of all taxes, charges and assessments, levied and assessed against subject premises, which are due and payable.
  - b. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
  - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
    - (a) Deed from United States of America to Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 above conveying the property described herein in fee simple, free and unencumbered.
  - d. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
  - e. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
  - f. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor and materialmen are all paid.
  - g. This office has not examined any court action that may pertain to the property listed in this report.
  - h. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
  - i. The actual value of the estate or interest to be insured must be disclosed to the Company and is subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued is determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000 and the total liability of the Company on account of the commitment shall not exceed said amount.

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## SCHEDULE B

(Continued)

- j. Secure proper evidence that the party(ies) acting on behalf of United States of America, has/have the requisite authority to sell, convey or mortgage subject property.
  - k. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
  - l. Have released of record Notice of Lien for Fine and/or Restitution Imposed Pursuant to The Anti-Terrorism and Effective Death Penalty Act of 1996 of record in Miscellaneous Lien and Encumbrance Book 59, Page 801 (Michael D. Smith), in the Office aforesaid (copy attached) or establish that lien does not affect.
  - m. Pay 1996 State, County, School and other real estate taxes, Bill #11542. The amount to pay in After November is \$60.98.
  - n. Pay 2006 State, County, School and other real estate taxes, Bill #12793. The amount to pay in After November is \$67.52.
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
  - b. Taxes or assessments which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
  - c. Rights or claims of parties other than Insured in actual possession of any or all the property.
  - d. Any encroachment, encumbrance, violation, variation or adverse circumstances 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 onto the Land of existing improvements located on adjoining land.
  - e. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
  - f. Any inaccuracy of the specific quantity of acreage contained on any survey if any or contained with the legal description of premises insured herein.
  - g. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction:

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## SCHEDULE B

(Continued)

(a) is not in violation of state or federal law,  
(b) is exempt under 42 U.S.C. Section 3607, or  
(c) related to handicap, but does not discriminate against handicapped people.

- h. Covenants, conditions and restrictions, if any, appearing in the public records.
- i. Any easements or servitudes, including, but not limited to boundary line agreements, plats and homeowners assessments, common areas, party wall and riparian interests appearing in the public records.
- j. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
- k. TAX INFORMATION  
MID# 042-00-00-052.00  
2018 State and County taxes, amount due \$0.00 (Exempt).  
Assessed Valuation: \$0.00 (Exempt)

1996 State and County taxes, amount due \$60.98, Delinquent, Interest and Penalty.  
2006 State and County taxes, amount due \$67.52, Delinquent, Interest and Penalty.

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**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE C**  
**LEGAL DESCRIPTION**

File No.: KY203-1800084PR

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

Beginning at a Ky. Power Company light pole near Campbell' s Branch. Thence a straight line to a marked rock at the mouth of the Old School House Hollow. Thence with the meanders of said hollow to where new county road crosses said hollow. Thence with the new county road in a northeasterly direction following Ray Campbell' s line to the pasture field hollow meanders to Campbell' s Branch. Thence with the meanders and center of Campbell' s Branch up Branch to opposite the beginning. Thence a straight line to the beginning. This boundary contains 1/2 acre more or less.

Being a portion of the same property conveyed to United States of America, by Final Order of Forfeiture dated April 09, 2015, of record in Deed Book 428, Page 586, in the Office of the Clerk of Letcher County, Kentucky.

VL Linefork Campbells Branch  
Hallie, KY 41821

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**CHICAGO TITLE INSURANCE COMPANY**

**ALTA COMMITMENT FORM  
COMMITMENT FOR TITLE INSURANCE**

**Policy No.: KY203-1800084PR**

Chicago Title Insurance Company, a Florida Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**CHICAGO TITLE INSURANCE COMPANY**



By: *[Signature]* President  
ATTEST *[Signature]* Secretary

Chicago Title Insurance Company

By: *[Signature]*  
LandCastle Title, LLC  
Authorized Officer or Agent

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# CHICAGO TITLE INSURANCE COMPANY

## ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

Policy No.: KY203-1800084PR

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. This section intentionally deleted.

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