

Date Issued: October 11, 2018

Commitment No.: 2052506

Other Reference No.: 10-DEA-524638

Property Address: 317 Eagle Drive, Kill Devil Hills, North Carolina 27948

Name and Address of Chicago Title Insurance Company

Title Insurance Company: PO Box 45023
Jacksonville, FL 32232-5023

SCHEDULE A


1. Commitment Date: November 14, 2018 at 7:59 a.m.
2. Policy or Policies to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: TBD TBD
Proposed Policy Amount: TBD TBD
 - (b) 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount:
 - (c) _____ ALTA _____ Policy
Proposed Insured: N/A
Proposed Amount: N/A
3. The estate or interest in the land described or referred to in this Commitment is FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

United States of America

SOURCE OF TITLE:

Book 1965, Page 275
Recorder's Office, Dare County, North Carolina.

5. The Land is described as follows:
(Continued on Second Page)

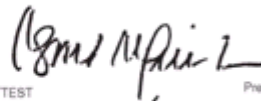

Countersigned: 

 Authorized Officer or Agent
 Title First Agency, Inc.
 495 Executive Campus Drive, Suite 100
 Westerville, Ohio 43082



CHICAGO TITLE INSURANCE COMPANY

By:


 ATTEST President

Secretary

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.

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Schedule A – Continued

All the real property in the Township of Atlantic, County of Dare and State of North Carolina, described as follows:

Lot No. 141, Section M of the subdivision known as "Colington Harbour", as shown on a map or plat thereof made by Quible & Charlton, Registered Engineers and Certified Land Surveyors, No. L 1157, dated May 17, 1968, and duly recorded in Map Book 3, Page 62, Public Registry of Dare County, North Carolina.

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SCHEDULE B, Part I
Requirements

Commitment No: 2052506

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. All parties to the transaction must provide identification sufficient to comply with the USA Patriot Act as determined by their lender and the policy issuing agent.
6. Duly executed Owners Affidavit covering matters of Title, in a form acceptable to the Company.
7. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.

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.

8. Limited Warranty Deed from The United States of America, to TBD TBD.
9. Submit the social security number for purchaser(s) in order to complete bankruptcy search.
10. Cancellation of the deed of trust(s) shown on Schedule B, Section 2.
11. Proof of payment of all homeowners association charges that are due.
12. Pay unpaid taxes and assessments unless shown as paid:

2018 Annual Taxes: \$0.00 - Parcel was Tax Exempt
Tax Parcel No.: 019887000
Assessed Value: \$0.00

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SCHEDULE B, Section II

Exceptions

Commitment No: 2052506

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. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
5. 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.

SPECIAL EXCEPTIONS

6. Deed of Trust from Sheldon Steinzeig and Lisa Ellen Hirsh (also known as Lisa Hirsh), husband and wife, to Jerry Baker, as Trustee to First Horizon Home Loan Corporation, dated May 12, 2003, filed for record May 12, 2003 and being recorded in Book 1494, Page 135, Clerk's Office, Dare County, North Carolina, to secure \$50,000.00. Assigned to JPMorgan Chase Bank, National Association, dated June 3, 2013 and recorded August 19, 2013 in Book 1938, Page 321.
7. Deed of Trust from Lisa Hirsh and husband, Sheldon Steinzeig, to Trste, Inc., as Trustee to Wachovia Bank, National Association, dated June 16, 2006, filed for record July 18, 2006 and being recorded in Book 1693, Page 285, Clerk's Office, Dare County, North Carolina, to secure \$133,600.00. NOTE: This is an Open-End Deed of Trust.
8. Declaration of Protective Covenants recorded in Book 1383, Page 32, Clerk's Office, Dare County, North Carolina.
9. Declaration of Protective Covenants recorded in Book 1327, Page 52, Clerk's Office, Dare County, North Carolina.
10. Declaration of Protective Covenants recorded in Book 150, Page 365, Clerk's Office, Dare County, North Carolina.
11. Building lines, easements, rights of way, restrictions and all matters as disclosed on the plat recorded in Map Book 3, Page 62, Clerk's Office, Dare County, North Carolina.
12. The lien of all taxes for the year 2019 and thereafter, but which are not yet due and payable.

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File No. 2052506

13. Any easements or servitudes in the public records.
14. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
15. Any matter related to the ownership of the common area of a homeowner's association or organization.
16. Delinquent Sewer and Water Bills may become a lien on the real estate. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.

NOTE: No liability is assumed by Company for uncertified encumbrances and the purchase contract shall be binding unless the contract is silent or ambiguous. If the contract is silent or ambiguous, the buyer assumes the risk.

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