

# Alabama Title Co., Inc.

2233 Second Avenue North  
Birmingham, Alabama 35203

Phone: (205) 322-1821 Fax: (205) 324-7949

Invoice Number

**321090**

Invoice Date: **January 14, 2010**

File No.: **2044-UUF**

To: **Gene W Gray Jr, Attorney**  
**2100 South Bridge Parkway**  
**Suite 338**  
**Birmingham, AL 35209**

Ordered by: **Lesley**

Owners Insurance Amount: **NONE**

Mortgagee Insurance Amount:

<i>Charges/Fees</i>	<i>Amount</i>
<b>Search Fees</b>	<b>\$175.00</b>
<b><i>Invoice Total</i></b>	<b><i>\$175.00</i></b>
<b>Balance Due</b>	<b>\$175.00</b>

Terms: Net 30 days

Comments:

Please remit payment to: **Alabama Title Co., Inc.**  
**2233 Second Avenue North**  
**Birmingham, Alabama 35203**

Borrower and/or Purchaser:  
**any purchaser**

Mortgagee

Present Owner  
**Ryan C. Key**

Reissue Allowance Given: **NO**

**Alabama Title Co., Inc.**  
as Agent for Fidelity National Title Insurance Company  
(205) 322-1821 Phone  
(205) 324-7949 Fax

File No.: 2044-UUF

**Schedule A**

1. Effective Date: **January 8, 2010 at 8:00 AM**
  
2. Policy or Policies to be issued:
  - (a) ALTA Owner's Policy (6-17-06)

Amount	Proposed Insured:
<b>\$0.00</b>	<b>any purchaser</b>
  
  - (b) ALTA Loan Policy (6-17-06)

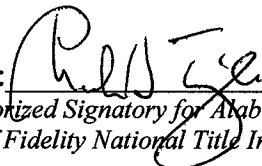
Amount	Proposed Insured:
  
3. The estate or interest in the land described or referred to in the Commitment and covered herein in fee simple, and is at the effective date hereof vested in:

**Ryan C. Key**
  
4. The land referred to in this commitment is situated in the County of Jefferson, State of Alabama, and described as follows:

**Lot 3, according to the Survey of Montevallo Terraces, First Addition,  
as recorded in Map Book 25, Page 42, in the Office of the Judge of  
Probate of Jefferson County, Alabama.**

**File All Papers In Jefferson County - Birmingham Division**

**Fidelity National Title Insurance Company**

Countersigned:   
an Authorized Signatory for Alabama Title Co., Inc.  
Agent of Fidelity National Title Insurance Company

American Land Title Association Commitment

File No.:2044-UUF

### **Schedule B - Section 1**

The following are the requirements to be complied with:

1. Instruments creating the estate or interest to be insured must be executed and filed for record, to wit:

#### **NONE-INFORMATIONAL PURPOSES ONLY**

2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
3. Pay us the premiums, fees and charges for the policy.
4. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. We require the enclosed information concerning policies and practices regarding sharing of personal information to be delivered to the consumer, seller, purchaser and/or borrower before or/at the time of settlement. The title insurer's privacy statement attached hereto is to be delivered to the appropriate party or parties as required by the Federal Finance Services Modernization Act. Alabama Title Co., Inc. adopts and shall comply with any privacy provision as set forth in the enclosed statement.
7. We require a check with the Sewer Billing Office of Jefferson County and the Birmingham Water Works Board and/or Bessemer Utilities that all Jefferson County Sanitary Sewer charges, Birmingham Water Works Charges and/or Bessemer Utilities are paid current, if any due.
8. Alabama Code Section 40-18-86 requires the purchaser to withhold a percentage of the proceeds from the sale or transfer of real estate by non residents of the State of Alabama. The purchaser should determine if the seller is a non resident of Alabama within the meaning of Code Section 40-18-86 and if the transaction is subject to the withholding requirement.

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SCHEDULE B-SECTION I - CONTINUED

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9. We require proof that there are no outstanding municipal assessments in favor of the City of Mt. Brook.
10. Subject to the terms and conditions of that certain mortgage. Mortgage from Ryan C. Key and Kelly N. Key to Mortgage Electronic Registration Systems, Inc. as nominee for Superior Bank in the original amount of \$391,500.00 dated 10/23/08 and recorded in LR200811 Pg:28599. Said mortgage to be paid in full and satisfied of record or same will be excepted in our final policy.
11. Alabama Title Co., Inc. and Fidelity National Title Insurance Company collectively, called the Company, has issued this preliminary title commitment at the request of Gene W. Gray, Jr., known herein as addressee, for general informational purposes only, with no liability being assumed by the Company. Reliance upon information contained herein is solely at the risk of the addressee. They disclaim any damages, rights, claims or causes of action that may arise from reliance upon information contained herein by the addressee or others. The addressee may request that the Company issue a commitment for title insurance by disclosing the named insured or nominee, together with the total amount of liability to the Company. The Company may accept in writing the request for title insurance, by amending the preliminary commitment reflecting the disclosed insured, total liability, and premium charge for title insurance, together with any amendments or modifications thereto, signed by an authorized officer of the Company.
  1. The liability is incurred by this Commitment until the nominee of, and/or the proposed insured is disclosed and approved by the Company.
  2. The company reserves the right to make additional exceptions once the proposed insured is identified. Company

**Valid only if Schedule B - Section 2 is attached**

### **Schedule B - Section 2**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of the satisfaction of the Company:

1. Taxes due in the year of 2010, a lien, but not yet payable, until October 1, 2010  
Tax No: **17-1761** Parcel ID: **28-4-1-13-9**
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
3. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
4. Rights or claims of parties in possession not shown by the public records.
5. Any facts, rights, interest, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
6. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
7. Any encroachment, encumbrance, violation, variation, 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 onto the Land of existing improvements located on adjoining land.
8. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
9. Restrictions as recorded in Volume 3233, page 587.
10. Right of way to Alabama Power Company recorded in Volume 3200, Page 182.

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SCHEDULE B-SECTION II - CONTINUED

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11. Any lien for services, labor or material in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the public records.
12. The Company's liability for this Report is limited to \$175.00. No liability is assumed for items not indexed or mis-indexed, or for matters which would be disclosed by an accurate survey or inspection of the premises. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report is offered to you as a courtesy and does not represent either a Commitment to insure title, or an opinion as to the marketability of title to the subject premises until such time as parties to this transaction are identified and the exception is deleted.



# Fidelity National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

BY

### Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California 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 Schedule 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 6 months 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, Fidelity National 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.

**Fidelity National Title Insurance Company**



By: *Agnes M. Pina*

President

ATTEST *Tom C. [Signature]*

Secretary

Countersigned: *Paul H. Tangle*  
Authorized Signature

## 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. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amounts of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*