



FATC-800P
ALTA COMMITMENT 1982

TITLE INSURANCE COMMITMENT



ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

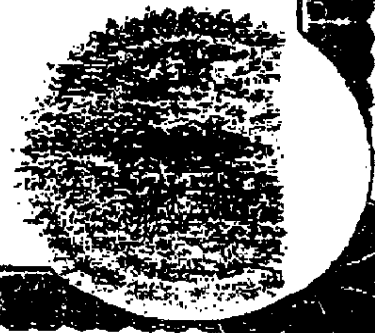
- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY *Gary L. Kerrett* PRESIDENT

ATTEST *Mark R. Arneson* SECRETARY



03/24/08 15:04

03/21/08

12:03

205 324 7949

205-324-7949 ALABAMA TITLE CO

354 P03

MAR 21 '08 09:45

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

File No.: 2429-SSA

Schedule A

1. **Effective Date: March 8, 2008 at 8:00 AM**

2. **Policy or Policies to be issued:**

(a) **ALTA Owner's Policy (6-17-06)**
 Amount Proposed Insured:
 \$0.00 TBD

(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:**

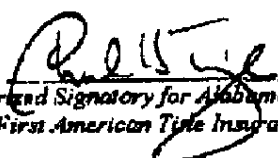
Andrew Joseph Kaufmann, Jr.

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

Lot 2, according to the Survey of Greenwood Crossings Business Park, as recorded in Map Book 31, page 70, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

File All Papers In Jefferson County - Bessemer Division

First American Title Insurance Company

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

American Land Title Association Commitment

File No.: 2429-SSA

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:

Warranty Deed executed by Andrew Joseph Kaufmann, Jr. and spouse(s), if any, to (Purchaser to be determined)
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 that all Jefferson County Sanitary Sewer charges are paid current, if any due.
8. We require proof that there are no outstanding municipal assessments in favor of the City of Bessemer.
9. Subject to the terms and conditions of that certain mortgage dated 4-25-2007 from Andrew J. Kaufmann, Jr. to Metro Bank recorded in LR200762, page 9670, said mortgage being in the original principal amount of \$628,000.00. Said mortgage to be paid in full and satisfied of record or same will be excepted in our final policy.

Valid only if Schedule B - Section 2 is attached

03/24/08 15:05

03/21/08

12:04

205 324 7949

205-324-7949 ALABAMA TITLE CO

354 P05

MAR 21 '08 09:45

File No.. 2429-SSA

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:

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

1. Taxes due in the year of 2008, a lien, but not yet payable, until October 1, 2008
Tax No: 52-22010-7 Parcel ID: 38-35-2-4-13.001-RR
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.

CONTINUED NEXT PAGE

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached

SCHEDULE B-SECTION II - CONTINUED

File No. 2429-SSA

- 9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to person or property as a result of the exercise of such rights as recorded in Volume 394, page 32.
- 10. Rights of way, easements and rights in connection with same as granted to Jefferson County, Alabama, in Volume 248, page(s) 38, 42 and 45.
- 11. A 35 foot building set back line and a 15 foot utility easement all as shown on record plat recorded in Map Book 31, page 70.
- 12. 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.



The Tax Information Shows is for Tax Year 2007

2007 taxes are not payable until October 1, 2007

Parcel ID 38-35-2-4-13.001-RR
 Date 03/21/2008
 Unit 52-22010-7
 Bill # 037867
 Class 2

Mailing Address
 PO BOX 36922
 BIRMINGHAM AL 352366922
 Owner #1
 KAUFMANN ANDREW JOSEPH.

Municipal Tax \$4,106.70
 Improvement Value \$436,000
 Land Value \$149,000
 Total Market Value \$585,000
 Assessed Value \$117,000

Last Payment \$8,052.90
 Last Payment Date 12/31/2007
 Paid By n/a

	Assessed	Balance Due
State, County & School Tax	\$3,931.20	\$0.00
Less H/E	\$0.00	\$0.00
Municipal Tax	\$4,106.70	\$0.00
Less H/E	\$0.00	\$0.00
Total Net Tax	\$8,037.90	\$0.00
Assessor Fee	\$0.00	\$0.00
Forest/Liens	\$0.00	\$0.00
Storm Water	\$15.00	\$0.00
Fire Due's	\$0.00	\$0.00
Collector Fee	\$0.00	\$0.00
Citation Fee	\$0.00	\$0.00
Advertising Fee	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Total Tax Due	\$8,052.90	\$0.00
Total Due		\$0

[View Tax history](#)