

Property Use: Residential

Property Type: Single Family

Chicago Title Insurance Company

601 Riverside Avenue Jacksonville, FL 32204

SCHEDULE A

Agent License No.: 0187982

RI \$ 3,750,000.00

Issuing Office File No.: 63753

Address Reference: 29416 CANAL ROAD
ORANGE BEACH, AL 36561

1. Commitment Date: **February 1, 2016** at **08:00 AM**

2. Policy (or Policies) to be issued: Amount

(a) Owner's Policy **\$ 1,000.00**

Proposed Insured:

A NATURAL PERSON OR LEGAL ENTITY TO BE DESIGNATED

(b) Loan Policy

Proposed Insured:

3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

ROBERT B. BARNETT and TERRY R. BARNETT, by virtue of those certain Deeds from Barney J. Blanchard aka B. J. Blanchard, dated May 14, 2004, and recorded at Instruments 812325 and 812326

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

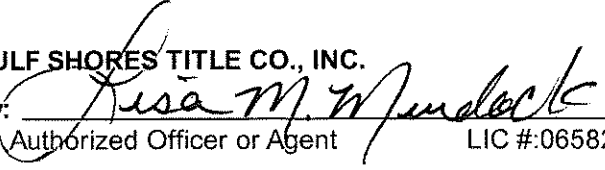
That real property situated in the County of BALDWIN, State of Alabama, described as follows, to-wit:

Lots 1 and 2, BARNETT SUBDIVISION, according to map or plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on Slide 2421-B.

LESS AND EXCEPT PROPERTY TO BE DONATED FOR CEMETERY PURPOSES OUT OF LOT 2 AND PROPERTY DEEDED TO ADJACENT OWNER FROM LOT 1. THESE PARCELS TO BE FURTHER DESCRIBED AND DEFINED BY SURVEY.

Issue Date: February 15, 2016

GULF SHORES TITLE CO., INC.

By: 
Authorized Officer or Agent

LIC #: 0658201

Chicago Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

Schedule B, Part I, consists of 2 pages

Issuing Office File No.: 63753

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
 - A. Cancellation of FUTURE ADVANCE Mortgage from Robert B. Barnett aka Robert Benton Barnett Sr. and Terry R. Barnett to Banktrust, dated June 16, 2009, and recorded at Instrument 1183919, or same will be excepted from the policy. (Lot 1)
 - B. Cancellation of Mortgage from Robert B. Barnett, Sr. aka Robert B. Barnett and Terry R. Barnett to Mortgage Electronic Registration Systems, Inc., solely as nominee for Bank of America, N.A., dated March 26, 2015, and recorded at Instrument 1507185, or same will be excepted from the policy.
 - C. Warranty Deed from ROBERT B. BARNETT and TERRY R. BARNETT to A NATURAL PERSON OR LEGAL ENTITY TO BE DESIGNATED, conveying the land described in Schedule A.

NOTE: Said instrument should contain the marital status of the Grantors. If the Grantors are married and the subject property is the homestead or second home, or is the homestead or second home of the spouse, the spouse must execute the deed. If said land is not the homestead or second home, a statement to that effect should be included in the deed.

NOTE: WE RESERVE THE RIGHT TO MAKE FURTHER OR OTHER REQUIREMENTS UPON RECEIPT OF THE IDENTITY OF THE PROPOSED INSURED.

5. Payment of any assessments which may be due the City of Orange Beach, or same will be excepted from the policy. (sent 2-5-16)
6. Revolving Line of Credit Affidavit and Indemnity to be executed by ROBERT B. BARNETT and TERRY R. BARNETT.
7. 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.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.

Chicago Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

(Continued)

Issuing Office File No 63753

9. If the subject property is located in a condominium or a PUD, we require satisfactory proof of payment of all dues and/or assessments which may be due the condominium or PUD owner's association, or an exception will appear on the policy for any unpaid dues to said association.
10. If this is a purchase transaction, we require execution of an Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents in compliance with Code of Alabama (1975) Section 40-18-86. If the Seller does not meet the requirement of the Affidavit of Residency or Exemption from Withholding Tax on Sale of Real Property by Nonresidents, a withholding tax will be required to be withheld from the proceeds of the sale and remitted to the Alabama Department of Revenue.
11. Gap Indemnity to be executed by ROBERT B. BARNETT and TERRY R. BARNETT.
12. Proper completion and attestation of the Real Estate Sales Validation Form and submission to the Judge of Probate in accordance with Code of Alabama (1975), Section 40-22-1. This Requirement may otherwise be satisfied by including on the conveyance document the grantor's name and mailing address, the grantee's name and mailing address, property address, date of sale and the total purchase price.

NOTE: 2015 taxes were paid November 28, 2015, in the amount of \$3,230.72, assessed to ROBERT B. BARNETT and TERRY R. BARNETT, tax map 05-62-07-37-0-006-312.000 (PPIN 028665). (Lot 1)

NOTE: 2015 taxes were paid November 28, 2015, in the amount of \$4,596.82, assessed to ROBERT B. BARNETT and TERRY R. BARNETT, tax map 05-62-07-37-0-006-313.000 (PPIN 068910). (Lot 2)

NOTE: Any exhibits to the above required instruments should be executed by the grantor(s) and/or mortgagor(s) as the case may be.

Chicago Title Insurance Company

SCHEDULE B - SECTION II

Schedule B, Part II, consists of 2 pages

EXCEPTIONS

Issuing Office File No.: 63753

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. 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.
2. All taxes for the year 2016 and subsequent years, not yet due and payable.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
5. Easements or claims of easements not shown by the public records.
6. 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.
7. Taxes or special assessments which are not shown as existing liens by the public records.
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 and gravel in, on and under subject property.
9. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
10. Any loss, claim, damage or expense, including additional taxes due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment (See 1975 Code of Alabama, Section 40-7-25.3)
11. Public Road Deed from Frank Barchard and Vernie V. Barchard to Baldwin County, Alabama, dated August 9, 1930, and recorded in Deed Book 51, page 192.
12. Building setback lines, brick drives, right-of-way easement, utility easements, brick walls, columns and gates, joint drives, gas meters, light poles and other matters as shown on plat of said subdivision recorded on Slide 2421-B.
13. Encroachment of greenhouse, garage apartment, brick drive, brick patio, pool, stone patios and waterfall, well house and concrete into the building setback lines as shown on plat of survey recorded on Slide 2421-B.
14. Rights of the United States of America, State of Alabama, or other parties in and to the bed, shore and water of Bay Ornocor. Riparian rights, rights of accretion or reliction are neither guaranteed nor insured and title to no portion of the herein described land lying below ordinary mean high water mark is insured hereby.

Chicago Title Insurance Company

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

Commitment Number: 63753

15. Rights, if any, of the public to use as a public beach or recreation area any part of the herein described land lying between the body of water abutting said land and the natural line of vegetation, dunes, extreme high water line or other apparent boundary lines separating the publicly used area from the upland private area.
16. Subdivision Regulations of the City of Orange Beach, Alabama as recorded at Instrument 1028536, and any amendments thereto.
17. City of Orange Beach Community Preservation and Growth Management Plan filed August 7, 2007 at Instrument 1066859, and all amendments thereto.
18. Encroachment of brick wall onto the adjacent property as shown on plat of said subdivision recorded on Slide 2421-B.
19. Right of Way Deed from Public Road from Ira W. Barchard and Hulda Barchard to Baldwin County recorded in Deed Book 157, page 155.
20. Existing Ingress & Egress Easement as shown on plat of McKibbin Subdivision according to plat recorded on Slide 1245B.
21. Right of Way from Ira Barchard and Hulda E. Barchard to Ella Cunningham, dated September 21, 1950, and recorded in Deed Book 158, page 3.
22. Rights of other parties to access the cemetery property over and across the property insured hereunder.
23. Terms and conditions of that certain Negative Pledge Agreement by and between Robert B. Barnett, Sr. and Terry R. Banrett to BankTrust, dated June 15, 2009, and recorded at Instrument 1183918 and failure to comply with said terms and conditions.

DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(c).



Chicago Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

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

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:



P. O. BOX 895
GULF SHORES, AL 36547
(251) 968-6185 or 1 (866)33 TITLE

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TITLE INSURANCE COMMITMENT

BY

Chicago Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue 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 6 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-I.

The Exceptions in Schedule B-II.

The Conditions on Page 5.

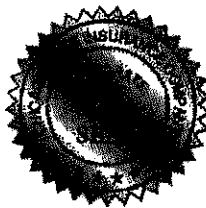
This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Commitment Date."

By its Agent:

**Gulf Shores
Title Co., Inc.**
P. O. BOX 895
GULF SHORES, AL 36547

Chicago Title Insurance Company



By:

President

ATTEST:

Secretary

Countersigned:

Authorized Signature

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

CHICAGO TITLE INSURANCE COMPANY*
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Branded or Co-Sponsored Websites

If you provide Personal Information to us through a co-branded or co-sponsored website, you may be providing such information to the co-sponsor as well. In that event, we will make reasonable efforts to provide notice to you at the time you provide the information and you can decide whether you wish to do so. If you do submit such information, we will not be responsible for the use of the information you submit by the co-sponsor.

Links to Other Websites

Our websites may contain links to websites that are provided and maintained by third parties and that are not subject to this Privacy Statement. Please review the privacy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

Cookies

Our websites may use "cookies" or similar technologies to improve our service to you. Our cookies do not collect your Personal Information. Your browser can most likely be configured to notify you when cookies will be received and offer you the option of refusing cookies. If you reject cookies, you may still use our websites, but your ability to use some areas may be limited.

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

Created by: FNF CISG last modification: Monday 05 of May, 2008 [10:53:54] by Susan Fuller

*Chicago Title Insurance Company is a subsidiary of Fidelity National Financial, Inc.



CHICAGO
TITLE INSURANCE
COMPANY

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