



Transaction Identification Data for reference only:

Florida Pros Legal & Title, LLC
1181 South Sumter Blvd., Suite 345,
North Port, FL 34286
ALTA Universal ID:
LOAN ID Number:
Issuing Office File Number: 20190220
Order No.: 7398135
Property Address: 4108 SW 19th Place
Cape Coral, FL 33914
Revision Number:

Fidelity National Title Insurance Company

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 11/30/2018 at: 11:00 PM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: TBD
Proposed Amount of Insurance: \$TBD
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

United States of America
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: _____
Authorized Officer or Agent



**SCHEDULE B SECTION I
REQUIREMENTS**
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

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.

A. Warranty Deed from United States of America to TBD.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

5. Proof of payment of any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. Record in the Public Records a release or satisfaction of the Mortgage in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Sovereign Bank recorded as Official Record Instrument No. 2009000000591, which Mortgage is now held by Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity but solely as Trustee for BCAT 2014-C077, by virtue of the following Assignment(s) of Mortgage recorded as Official Record Instrument No. 2016000262985.
8. Record in the Public Records a release or satisfaction of the Claim of Lien, in favor of Lee County, Florida, recorded in Official Record Instrument No. 2011000221744.
9. Record in the Public Records a release or satisfaction of the Warrant for Collection of Delinquent Tourist Development Tax, in favor of Lee County, Florida, recorded in Official Record Instrument No. 2014000060440.



**SCHEDULE B SECTION I
Requirements continued**

10. Payment of Cape Coral Storm Water, Dual Water, Sewer, Irrigation, Lot Mowing and other assessments.
11. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2018 in the gross amount of \$311.22 under Tax Folio Number: 09-45-23-C2-04682.0070.
12. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2017 in the gross amount of \$unknown under Tax Folio Number: 09-45-23-C2-04682.0070.

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: General Warranty Deed in Official Records Instrument No. 2008000058732; Preliminary Order of Forfeiture in Official Records Instrument No. 2014000214703.

END OF SCHEDULE B SECTION I



**SCHEDULE B SECTION II
EXCEPTIONS**
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

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. 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 form.
2. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.



**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Cape Coral Unit 70, recorded in Plat Book 22, Page 58 through 87, inclusive, of the Public Records of Lee County, Florida.
7. Easement Dedication as shown on subject plat: "The owners of this property do hereby dedicate easements along each boundary of each homesite for county drainage purposes and for public utilities, said easements not to exceed six feet each side of said boundaries."
8. Liability as to all City of Cape Coral Assessments is hereby limited to only that of which the City of Cape Coral has filed in the Official Records of Lee County, Florida, which contain the name of owner, property description, and lien amount.
9. Any and all Impact Fees imposed by the City of Cape Coral.
10. The subject land lies within the boundaries for mandatory garbage collection; City of Cape Coral Resolution 94-15, providing for mandatory solid waste collection and the imposition of special assessments for said collection services.

NOTE: All recording references in this form shall refer to the public records of Lee County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2400 Maitland Center Parkway, Suite 110 , Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Megan Anderson - megan.anderson@fnf.com - (813)405-1386

END OF SCHEDULE B SECTION II



EXHIBIT "A"

Lot (s) 7 and 8, Block 4682, Cape Coral Unit 70, according to the map or plat thereof, as recorded in Plat Book 22, Page(s) 58 through 87, inclusive, of the Public Records of Lee County, Florida. Less and except a portion of said Lot 8, more particularly described as follows: Begin at the Northeast corner of said Lot 8, said beginning lies on the Northwesterly right-of-way line of SW 41st Street (60 feet wide); thence N 60°22'40" W along the Northeasterly line of said Lot 8 (radial) for 125.00 feet to the Northerly corner of said Lot 8; thence along the Northwesterly line of said Lot 8, along a curve concave to the Southeast having the following elements: a central angle of 07°01'32", a radius of 210.00 feet, a chord distance of 25.73 feet, a chord bearing S 26°06'34" W, for an arc distance of 25.75 feet; thence N 67°24'12" E on a radial line for 125.00 feet to the said Northwesterly right-of-way line; thence Northeasterly on a curve concave to the Southeast and having the following elements: a central angle of 07°01'32", a radius of 85.00 feet, a chord distance of 10.42 feet, a chord bearing of N 26°06'34" W, for an arc distance of 10.42 feet to the Point of Beginning.