



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY Fidelity National TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

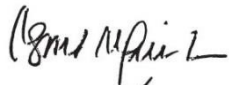

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Fidelity National Title Insurance Company

By: 
ATTEST  President
Secretary

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27C165B10

ALTA Commitment for Title Insurance 8-1-16 w- GA Mod

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or

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- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Transaction Identification Data for reference only:

Issuing Agent: **Bay National Title Company**
Issuing Office: **13577 Feather Sound Drive, Suite 250,**
Clearwater, FL 33762
Issuing Office File Number: **LATUS-64990**
Property Address: **115 Marlow Lane, Albany, GA 31721**

SCHEDULE A

1. Commitment Date: **August 8, 2019 at 8:00AM**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy w/ GA Modifications
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner**
Proposed Policy Amount: **\$1,000.00**
3. The estate or interest in the Land described or referred to in this Commitment is **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:
See Exhibit A attached hereto and made a part hereof

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: 
Authorized Signatory

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Exhibit "A"

All that tract or parcel of land lying and being in Lee County, Georgia and being all of Lot 103 of Brentwood North according to a map or plat of said subdivision as same is recorded in Plat Book E, Page 149 (Plat Cabinet C, Slide C-41), in the Office of the Clerk of Superior Court of Lee County, Georgia.

Parcel ID: 174B283002-103

This property is commonly known as: 115 Marlow Lane, Albany, GA 31721.

The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. 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 or Special Warranty Deed to be executed by the duly authorized representative of The United States of America, acting by and through the United States Marshals Service vesting fee simple title to Purchaser with contractual rights under a purchase agreement with the vested owner, as shown in Schedule A.

NOTE: If conveyance is by Quit Claim Deed insurability is subject to underwriter review and approval.

5. Company requires evidence of satisfaction or release of a [Security Deed](#) from Teresa G Toste, aka Teresa G Brooks (borrower) dated March 2, 2007 and recorded on April 2, 2007 in (book) 1152 (page) 166, of the official property records of Dougherty County, Georgia in the amount of \$21,122.12 and in favor of Regions Bank (lender)
6. Company requires evidence of satisfaction or release of those [state/local tax liens](#) against Zamekri LLC recorded in Book 163, Page 90; Book 154, Page 305; Book 145, Page 232; and Book 136, Page 67.
7. Company requires proof of payment, satisfactory to the company, of taxes for the years [2014-2018](#) in the amount of \$9,591.49 in tax folio number 174B283002-103.

NOTE: Due to the delinquent nature of the above referenced tax year, there may be additional amounts due, including but not limited to interest, fees and penalties. Verification of the current amount due should be made prior to payment.

8. Issuance of the final commitment is subject to review and underwriting approval of the federal forfeiture proceedings by the Company. The Company reserves the right to make additional requirements and/or exceptions after review of the requested documentation.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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10. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
11. Proof of payment of any outstanding assessments in favor of Dougherty County, Georgia, 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 Dougherty County, Georgia, any special taxing district and any municipality.

12. 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 Georgia 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.

8. Obtain a sworn affidavit by the current owner(s), certifying that there are no liens against the insured land other than as disclosed by this commitment; that there are no outstanding or pending claims against the affiant that may constitute the basis for a lien against the insured land; that other than as disclosed by this commitment there are no matters which constitute defects in affiants' title to the insured land; and that there are no matters existing at this date which would adversely affect the ability of the affiant to convey and/or mortgage the insured land.
9. Furnish Company with an Affidavit satisfactory thereto executed by owner, or its agent, that there are no parties in possession of the land described in Schedule A and that there are no claims to any rights of possession or any lease affecting said land known to exist. Said Affidavit must be based on the actual knowledge of the Affiant after their due investigation and inquiry and not merely to the best of their knowledge and belief. In lieu of such owner's Affidavit, Company will accept a similar affidavit from the buyer proposed to be insured hereunder.
10. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

NOTE: All recording references in this commitment/policy shall refer to the public records of Dougherty County, Georgia, unless otherwise noted.

NOTE: Any matters listed as requirements on Schedule B-I above that are not resolved to the satisfaction of Company will be shown as an exception on final policy.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

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NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining 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.

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SCHEDULE B, PART II Exceptions

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. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
3. 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.
4. Easements or claims of easements, not shown by the public records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Liens or rights 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. This policy does not insure the exact amount of acreage contained within the Land
9. Any restrictions, covenants, conditions, easements, rights, interests, claims and/or other matters as contained on the Plat of [Brentwood North](#), recorded in Plat Book E, Page 149 (Plat Cabinet C, Slide C-41), of the Public Records of Dougherty County, Georgia.
10. Covenants, conditions and restrictions of record, if any, and all amendments and/or supplements thereto, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
11. Any lien provided for by State Statute 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 facilitates.

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12. Nothing guaranteed as to the payment of any dues and/or assessments payable to Condominium Associations, Homeowners Associations (PUD) and/or Community Associations. (IF APPLICABLE) Based upon representations made by the Insured that certain liens effecting title to the premises have been paid in full and any open-ended liens (Lines of Credit) have been closed and paid in full, said Liens have been omitted from Schedule B of this Policy. In the event that such liens have not, in fact, been released or satisfied of record, no coverage against such liens is afforded by this Policy and Company assumes no liability thereunder. (IF APPLICABLE)
13. The rights of tenants in possession under bona fide lease(s) not shown by the public records.

NOTE: Upon receipt of a satisfactory affidavit confirming the identity of unrecorded leases and parties in possession this exception can be further limited. (for the lender only)

14. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. This policy excludes all loss or damage, including attorney's fees and costs, arising or resulting from unpaid municipality charges, including but not limited to those for gas, water or sewer, and for liens resulting from violations or alleged violations of statutes, ordinances, codes and/or regulations including, but not limited to, charges for summary abatement, rubbish removal, grass cutting, tree removal and board-up. The proposed insured is cautioned to obtain the current status of these charges, if any.

NOTE: All recording references in this commitment/policy shall refer to the records of the public records of Dougherty County, Georgia, unless otherwise noted.

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CHAIN OF TITLE

Deed Type: Final Order of Forfeiture
Grantors: In Re: United States of America v. Christopher Whitman
Grantees: United States of America
Dated: March 4, 2019
Recorded Date: March 22, 2019
Book: 2056
Page: 2

Deed Type: Warranty Deed
Grantors: Teresa Toste
Grantees: Zamekri, LLC
Instrument: 0002848
Dated: July 28, 2011
Recorded Date: August 1, 2011
Book: 1482
Page: 275

For your convenience please find attached the current Vesting Deed:

[Final Order of Forfeiture](#)

TAX INFORMATION

Tax Year: 2018
Tax Type: County
Tax ID #: 174B283002-103
Taxing Entity: Dougherty County Tax Commissioner
Total Annual Tax: \$1,642.50
Frequency: Annual

First Installment: \$1,642.50
First Installment Status: Delinquent December 21, 2018
First Installment Due/Paid Date: December 20, 2018

For your convenience please find attached the current Tax Information:

[2018](#)

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