

ALTA Commitment for Title Insurance

2023-48-HE



Issued By Old Republic 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.

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered.

This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired.

No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of Ralph Myers III,
Land Title Agency, PLLC Arkansas Insurance
Department License No. 100112271

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signatory

Ralph Myers III

Arkansas Insurance Department License No. 10305139

By

C. Monroe

President

Attest

David Wald

Secretary

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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;
- (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
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (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 the purpose of providing closing or settlement services.

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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Department of Insurance Notice

Policyholder Service Office of Company: Old Republic National Title Insurance Company

Address: 400 Second Avenue South, Minneapolis, MN 55401

Telephone Number: 800-328-4441

Name of Agent: Ralph Myers, III

Address: P.O. Box 498, McCrory, AR 72101

Telephone Number: (870)731-5201

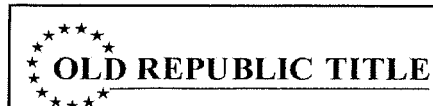
If we at Old Republic National Title Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department

1 Commerce Way, Suite 102

Little Rock, AR 72202

(501) 371-2640 or (800) 852-5494



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company	Old Republic Branch Information Services, Inc.
Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana
Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

Old Republic National Title Insurance Company

SCHEDULE A

1. Commitment Date: June 5, 2023
2. Policy to be issued:
 - (a)
 - Proposed Insured:
 - Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
By the order of Probate Estate of Catherine W. Stanley delivery to Andrea Stanley Hartley
Andrea Kay Stanley Hartley
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Old Republic National Title Insurance Company

By: _____
Ralph Myers, III Land Title Agency, PLLC, Arkansas
Insurance Department License No.10305139

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Old Republic National Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of 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.
5. Payments to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
6. Instruments necessary to create the estate or interest to be insured must be properly executed and duly filed for record.
7. Payment of all taxes, charges and assessments levied and assessed against the land which are due and payable.
8. Execution of a Notice of Availability of Closing Protection Coverage, Privacy-Notice, Acknowledgement of Receipt, Marital Affidavit, Covid-19 Affidavit, Buyer's Closing Agreement, Buyer's Disclosure Owner's Affidavit, Notice of Offer of Owner's Title Insurance, and Waiver of Survey in any form acceptable to the Company.
9. Payment of any and all fees and premiums due the company,
10. 2022 real property taxes in the amount for the following parcel numbers must be paid in full.
0001-02974-0000 in the amount of \$696.17
0001-2978-0000 in the amount of \$1,355.79
0001-02979-0000 in the amount of \$376.25
0001-0297-0000 in the amount of \$1,205.16
0001-02918-0000 in the amount of \$1,348.48
11. Executor of the Andrea Kay Stanley Hartley must execute a Warranty Deed to TBD and the same must be recorded in the Recorder's office of St. Francis County, State of Arkansas.
12. Possible lack of access to and from the premises described in Schedule A above. In order to insure access, we must be provided with satisfactory evidence that there is access to a public street or road.

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SCHEDULE B
(Continued)**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. Any defect, lien encumbrances, 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.
3. Rights or claims or parties in possession not shown by the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter finished, imposed by law and not shown by public records.
5. Taxes for the year 2022 and subsequent years.
Note: Parcel ID No.0001-02918-0000,0001-02917-0000,0001-02979-0000,0001-02978-0000 and 0001-02974-0000
Note: The millage rate is 50.80
Note: Personal and real property taxes are due 03-01 and delinquent after 10/15 of the year assessed and are payable to: St. Francis County Tax Collector, Bobby May, PO Box 1817, Forrest City, AR 72336
870-261-1795
6. Taxes or assessments which 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 record.
7. Loss arising from any Oil, Gas or Mineral interests, conveyed, retained, assigned or any activity on or damage to the insured land caused by the exercise of sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes.
8. Title to, easements in, and the rights of the public and others entitled thereto to use for street, highway, or road purposes that portion of the premises lying within any street, road or highway not shown by the public records.
9. Encroachment, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.

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SCHEDULE B
(Continued)

10. Possible lack of access to and from the premises described in Schedule A above in order to insure access we must be provided with satisfactory evidence that there is access to a public street or road.
11. Loss arising from any judgment liens or other liens of record in any United States District Court or Bankruptcy Court in the State of Arkansas as of the Effective Date hereof that are not reflected in the real county records of the county in which the property is located.
12. Loss arising from any security interests evidenced by financing statements filed of record with the Circuit Clerk of St. Francis County, Arkansas or the Secretary of State of Arkansas as the effective date hereof under the Uniform Commercial Code.
13. Easements or claims of easements not shown by public records.
14. Subject to Farm Lease Agreement from Andrea Hartley to Ricky Skinner dated 03/07/2023 which is not recorded.
15. No insurance is given as to the existing Farm Lease agreement between tAndrea hartley and Ricky Skinner which is unrecorded herewith.

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Old Republic National Title Insurance Company

Commitment Number: 2023-49-HE

EXHIBIT A
PROPERTY DESCRIPTION

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

PARCEL NUMBER 0001-02918-0000 - SOUTHWEST QUARTER (SE 1/4) OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 EAST.

AND

PARCEL NUMBER 001-02917-0000 - THE SOUTHWEST QUARTER (SE 1/4), SECTION NINE (9), TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, ST. FRANCIS COUNTY, ARKANSAS.

AND

PARCEL NUMBER 0001-02979-000 - THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW 1/4), SECTION EIGHTEEN (18), TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, ST. FRANCIS COUNTY, ARKANSAS.

AND

PARCEL NUMBER 0001-0298-0000 - THE NORTHEAST QUARTER (NE 1/4), SECTION EIGHTEEN (18), TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, ST. FRANCIS COUNTY, ARKANSAS.

AND

PARCEL NUMBER 0001-02974-000 - THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) SECTION SEVENTEEN (17), TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, ST. FRANCIS COUNTY, ARKANSAS.