



The attached title insurance commitment contains information which has been obtained or derived from public records and information via a title plant owned by Jefferson Title or one of its subsidiaries/affiliates, or via the services of an independent searcher. Substantial time, labor, skill and money are invested in the collection of such information and the creation of the commitment. The information contained in this commitment is protected by federal copyright law and state common law on trade secrets and contract.

Our agreements with our supplier's of information restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon the records and information collected. Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

We are providing you with the attached title insurance commitment for limited use and distribution only. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) ONLY to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction. The work in this commitment may not be used by any other title agent or broker to write title insurance, and any such use will be deemed a violation of this agreement, copyright laws and common law.

For definition, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

**Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is a violation of federal copyright law, state common law, and our agreement with you.**

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**



# ***First American Title Insurance Company***

## **Commitment Information Sheet**

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 arbitrations 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 [www.alta.org](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:

### ***First American Title Insurance Company***

1 First American Way  
Santa Ana, California 92707  
or  
The office which issued this Commitment

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# 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 the 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 this page.

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

### 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 2 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 of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

### CONDITIONS (Continued)

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

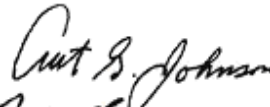

- (1) Comply with the Requirements shown in Schedule B - Section 1; or
- (2) Eliminate, with our written consent, any Exceptions shown in Schedule B - Section 2.

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.

*First American Title Insurance Company*

BY		PRESIDENT
ATTEST		SECRETARY

**COMMITMENT**  
Issued by  
***Jefferson Title Corporation***  
Agent for:  
***First American Title Insurance Company***  
**SCHEDULE A**

Agent's File No: S12-1962

1. Commitment Date: July 6, 2012 at 08:00 AM

2. Policy or Policies to be Issued:

AMOUNT

( X ) ( ALTA Own. Policy (06/17/06) )

Proposed Insured:  
To Be Determined

( )

Proposed Insured:

( )

Proposed Insured:

3. Title to the Fee Simple estate or interest in the Land is at the effective date vested in:

Terry A. Baggett and Cheryl C. Baggett


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

**See Exhibit "A" attached hereto**

**Jefferson Title Corporation**

Dated this 13th day of July, 2012.

BY: \_\_\_\_\_

  
Authorized Officer or Agent

# COMMITMENT

Issued by

***Jefferson Title Corporation***

Agent for:

***First American Title Insurance Company***

Agent's File No.: S12-1962

## EXHIBIT "A"

Legal Description:

Lot 12-B, according to Miree's Second Resurvey of Lots 11, 12 and 13, in Block 30, Avondale, as recorded in Map Book 116, Page 67, in the Probate Office of Jefferson County, Alabama.

# COMMITMENT

Issued by

***Jefferson Title Corporation***

Agent for:

***First American Title Insurance Company***

## SCHEDULE B PART I

Agent's File No: S12-1962

PART I: The following are the requirements to be complied with:

1. Pay us the agreed amounts for the interest in the Land and/or Mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and or assessments, levied and assessed against the Land, which are due and payable.
4. 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.
5. Documents, satisfactory to us, creating the interest in the Land and/or mortgage to be in insured, must be signed, delivered and recorded.

NOTE: THIS COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY AND NO POLICY WILL BE ISSUED HEREWITH. NO INSURANCE IS BEING PROVIDED. THE RECIPIENT RELEASES JEFFERSON TITLE CORPORATION AND ITS UNDERWRITER FROM ALL LIABILITY OR OBLIGATION RELATED TO PROVIDING THIS INFORMATION.

6. A statement from the City Clerk of Birmingham, stating that there are no unpaid municipal improvement assessments against subject property.
7. Evidence acceptable to insurer that subject property is not located within a fire district which assesses the property owner fire dues. If located in such a fire district, we will require that we be furnished a written statement from the secretary of the district stating that there are no unpaid dues.
8. A statement from the Birmingham Water Works that all municipal water utility service charges are paid to date. (call 205.244.4000 and provide street address)
9. A statement from the Jefferson County Sewer Service Department stating that all sanitary sewer service charges are paid to date. (Call 205-325-5390 and provide parcel number and street address)
10. Evidence acceptable to insurer that all condominium or homeowner's association dues are paid in full, including a certificate of compliance, if applicable.
11. NOTE: 2011 taxes Paid under Parcel #23-29-3-026-007.001-RR-00, in the amount of \$7,030.33 on 12/31/2011.  
The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County's Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said county authorities.
12. All papers are to be filed for record in the Probate Office of Jefferson County, Alabama.
13. Certification from the closing agent that the attached Consumer Privacy Notice has been provided to the purchaser/owner if this is a residential transaction.

# COMMITMENT

Issued by

***Jefferson Title Corporation***

Agent for:

***First American Title Insurance Company***

## SCHEDULE B PART I

(Continued)

14. NOTE: The following chain of title is for information only. It will not appear on the final title policies and no liability is assumed hereunder for the accuracy of this information.
- Deeds in the last 12 months:
- Warranty Deed executed by Benjamin K. Miree and Royal R. Miree, Jr. to Terry A. Baggett and Cheryl C. Baggett dated May 12, 1995 and filed May 12, 1995 in Instrument No. 9505/6694.

**COMMITMENT**  
Issued by  
***Jefferson Title Corporation***  
Agent for:  
***First American Title Insurance Company***  
**SCHEDULE B PART II**

Agent's File No: S12-1962

PART II: Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. (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.
2. Any facts, rights, interests, 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the tax year 2012 and subsequent years and not yet due and payable.
7. Easements and building lines as shown on recorded map(s), including but not limited to any notes, conditions, and restrictions.
8. Title to all minerals within and underlying the property, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto and any damages relating to the exercise of such rights or the extraction of such minerals.
9. Agreement as recorded in Real Volume 1636, Page 295.
10. Joint Sidewalk Agreement as recorded in Instrument No. 9505/6695.
11. Rights of parties to any unrecorded leases with respect to the property.



**FIRST AMERICAN  
TITLE  
INSURANCE  
COMPANY**



**THE FIRST  
AMERICAN  
CORPORATION**

## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Type of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.