



15530 S. Telegraph Rd Monroe, MI 48161

Phone (734) 241-0066 | Fax (734) 241-0423

## Title Commitment Cheat Sheet

**\*\*\*PLEASE REFER TO COMMITMENT FOR FULL LIST OF REQUIREMENTS\*\*\***

**Property Address:** Head O Lake Rd., Ottawa Lake, MI 49270

**File Number:** LTM192261

**TITLE CURRENTLY VESTED IN:** Edward C. Creque, Trustee of the Edward C. Creque Revocable Living Trust, dated January 17, 2000, and Edward C. Creque, Successor Trustee of the Betty J. Creque Revocable Living Trust, dated January 17, 2000

### REQUIREMENTS TO CLEAR TITLE:

SUBMIT for approval and RECORD proper Certificate of Trust Existence and authority in compliance with Act No. 133, Public Acts of 1991, as may be amended or RECORD said original trust agreement, referred to as the The Edward C. Creque Revocable Living Trust, dated January 17, 2000 , and any amendments thereto.

SUBMIT for approval and RECORD proper Certificate of Trust Existence and authority in compliance with Act No. 133, Public Acts of 1991, as may be amended or RECORD said original trust agreement, referred to as the Betty J. Creque Revocable Living Trust, dated January 17, 2000 , and any amendments thereto.

Warranty Deed from recited owner to recited purchaser.

Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.

NOTE: Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Payment of Taxes:

Tax Identification No: 58-15-017-019-02

2018 Winter tax paid in the amount of \$971.24.

2019 Summer tax paid in the amount of \$547.75.

2019 SEV: \$82,200.00.

2019 Principal Residence Exemption Status: 100%.

Special Assessments: None per Treasurer.

*Thank you for your continued business and your confidence in a smooth closing transaction.*

**If you have any questions on the information listed above or notice any discrepancies, please call us at 734-241-0066 or email [orders@lawyerstitlemonroe.com](mailto:orders@lawyerstitlemonroe.com).**



**Invoice #: 37701**  
**Invoice Date: 11/12/2019**  
**File Number: LTM192261**

# INVOICE

**Property Address: Head O Lake Rd., Ottawa Lake, MI 49270**

**To:**

**From:**

Miller Danberry Commercial Realty, LLC 1656 Henthorne Dr.Suite 200 Maumee, OH 43537 419-877-7777	Lawyers Title Agency of Monroe 15530 S. Telegraph Road Monroe, MI 48161 734-241-0066 Fax: (734) 241-0423
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Salesprice:

Loan Amount:

Description	Amount	Qty	Total
Basic Owner	\$0.00	1	\$0.00
Simultaneous Loan	\$0.00	1	\$0.00
<b>Subtotal</b>			\$0.00
<b>Grand Total</b>			\$0.00

**Please Remit To:**

Lawyers Title Agency of Monroe  
 15530 S. Telegraph Road  
 Monroe, MI 48161  
 734-241-0066

**Additional Copies to:**

Miller Danberry Commercial Realty, LLC, 419-740-5065

***Thank you!***



**COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**Transaction Identification date for Reference Only:**

**File No.** LTM192261

**Revision No.**

**Issuing Agent:** Lawyers Title Agency of Monroe  
15530 S. Telegraph Road Monroe, MI 48161

**Phone:** 734-241-0066 **Fax:** 734-241-0423

**ALTA® Universal ID:**

**Property Address:** Head O Lake Rd., Ottawa Lake MI 49270

1. **Commitment Date:** November 4, 2019, at 8:00 am
2. **Policy to be issued:**
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured:  
**Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**  
Proposed Policy Amount:
  - (b) 2006 ALTA® Loan Policy Without Exceptions  
Proposed Insured:  
  
Proposed Policy Amount:
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:  
**Edward C. Creque, Trustee of the Edward C. Creque Revocable Living Trust, dated January 17, 2000, and Edward C. Creque, Successor Trustee of the Betty J. Creque Revocable Living Trust, dated January 17, 2000**
5. The land referred to in this Commitment is located in the **Township of Whiteford, County of Monroe, State of Michigan**, and is described as follows:  
See **EXHIBIT "A"** attached hereto and made a part hereof.

*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.*

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**COMMITMENT FOR TITLE INSURANCE**

Issued by

**Stewart Title Guaranty Company**

**Schedule A Continuation**

File No: **LTM192261**

Countersigned

**LAWYERS TITLE AGENCY OF MONROE**

By

  
\_\_\_\_\_  
**Goran M. Cepo**

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**COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**Stewart Title Guaranty Company**

**EXHIBIT "A"**

Land situated in the Township of Whiteford, County of Monroe, State of Michigan, described as: All that part of the Northwest 1/4 of Section 17, Town 8 South, Range 6 East, described as beginning 1305.27 feet South 01 degrees 05 minutes 56 seconds East along the West line of said Section 17, as established by Monroe County Remonumentation Program from the Northwest corner of said Section 17; thence North 88 degrees 32 minutes 51 seconds East 729.50 feet thence South 01 degrees 27 minutes 09 seconds East 12.00 feet; thence North 88 degrees 32 minutes 51 seconds East 343.23 feet to the centerline of Head-O-Lake Road; thence South 41 degrees 32 minutes 00 seconds East 163.82 feet along said centerline of Head-O-Lake Road; thence South 48 degrees 28 minutes 00 seconds West 353.30 feet; thence South 41 degrees 32 minutes 00 seconds East 320.00 feet; thence North 87 degrees 59 minutes 49 seconds East 458.06 feet to the centerline of Head-O-Lake Road; thence South 41 degrees 32 minutes 00 seconds East 29.96 feet along said centerline of Head-O-Lake Road; thence South 45 degrees 48 minutes 04 seconds West 1003.09 feet (recorded South 44 degrees 15 minutes 35 seconds West 1003.18 feet); thence South 89 degrees 08 minutes 08 seconds West 862.69 feet along the North line of a survey by Joseph C. Kapelczak PS 24598 in partnership with David C. Arthur Consultants, Inc. to a point located 70.16 feet north 01 degrees 05 minutes 56 seconds West from the West 1/4 corner of said Section 17 as per document Number 2008C020, Monroe County Records; thence North 01 degrees 05 minutes 56 seconds West 1300.21 feet along said West line Section 17 to the Point of Beginning.

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**COMMITMENT FOR TITLE INSURANCE**

Issued by

**Stewart Title Guaranty 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. Pay unpaid taxes and assessments unless shown as paid.
6. **SUBMIT for approval and RECORD proper Certificate of Trust Existence and authority in compliance with Act No. 133, Public Acts of 1991, as may be amended or RECORD said original trust agreement, referred to as the The Edward C. Creque Revocable Living Trust, dated January 17, 2000 , and any amendments thereto.**
7. **SUBMIT for approval and RECORD proper Certificate of Trust Existence and authority in compliance with Act No. 133, Public Acts of 1991, as may be amended or RECORD said original trust agreement, referred to as the Betty J. Creque Revocable Living Trust, dated January 17, 2000 , and any amendments thereto.**
8. **Warranty Deed from recited owner to recited purchaser.**
9. **Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.**

**NOTE: Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**

10. **Payment of Taxes:**

**Tax Identification No: 58-15-017-019-02**

**2018 Winter tax paid in the amount of \$971.24.**

**2019 Summer tax paid in the amount of \$547.75.**

*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.*

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Schedule B, PART I  
Continuation Page

File No: LTM192261

2019 SEV: \$82,200.00.

2019 Principal Residence Exemption Status: 100%.

Special Assessments: None per Treasurer.

**NOTE: 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.**

**NOTE: In accordance with the terms and provisions of the Commitment jacket, this Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.**

**NOTE: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary."**

**NOTE: 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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**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 fact, rights, interests, or claims that are not shown by the Public Records but could be ascertained by an inspection of the land or by making inquiry of persons in possession of the Land.**
3. **Easements, liens or encumbrances, or claims thereof, not shown by Public Records.**
4. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or other facts that would be disclosed by an accurate and complete survey of the Land, and that are not shown in Public Records.**
5. **Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.**
6. **Taxes and assessments not due and payable at Commitment Date.**
7. **Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.**
8. **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.**
9. **Rights of the public and of any governmental unit in any part of the land taken, used or**  
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**Schedule B, PART II  
Continuation Page**

File No: **LTM192261**

**deeded for street, road or highway purposes.**

- 10. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.**
- 11. Terms, conditions and provisions which are recited in Boundary Agreement, recorded in Liber 1120, Page 305.**
- 12. Terms and Conditions of Affidavit For Permit Approval to construct Onsite Wastewater Disposal Facilities recorded in Liber 1780, Page 513, Monroe County Records.**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
Stewart Title Guaranty 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 EXTRACONTRACTUAL 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, Stewart Title Guaranty 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.

Countersigned  
**Lawyers Title Agency of Monroe**

By

  
\_\_\_\_\_  
Goran M. Cepo

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**ALTA Commitment for Title Insurance 8-1-16**

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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;
- (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.

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ALTA Commitment for Title Insurance 8-1-16

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**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.
- (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.

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ALTA Commitment for Title Insurance 8-1-16

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**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.

**9. ARBITRATION**

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

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ALTA Commitment for Title Insurance 8-1-16

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## **Privacy Policy Notice**

### **Stewart Title Guaranty Company and/or Lawyers Title Agency of Monroe**

#### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company and **Lawyers Title Agency of Monroe**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

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