



Transaction Identification Data for reference only:

Oropeza, Stones & Cardenas, PLLC
221 Simonton St.,
Key West, FL 33040
ALTA Universal ID:
LOAN ID Number:
Issuing Office File Number: 19-145-1403Olivia
Order No.: 7496014
Property Address: 1403 Olivia Street
Key West, FL 33040
Revision Number: Revision B (05/07/2019)

Chicago Title Insurance Company

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 03/14/2019 at: 11:00 PM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: Douglas R. Pryor
Proposed Amount of Insurance: \$750,000.00
 - B. ALTA Loan 2006 with Florida Modifications
Proposed Insured: John Micheal Brown
Proposed Amount of Insurance: \$500,000.00
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:

Audree M. Chase
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. Quit Claim Deed from Thomas D. Mack, a married man, joined by his wife, Deborah Mack, to Audree M. Chase. (As to Parcel 3).
 - B. Quit Claim Deed from The City of Key West, Florida, a Florida municipal corporation, to Audree M. Chase. (As to Parcels 4 and 5).

Deeds by a municipal corporation usually are signed in the name of the city or town by the mayor or some other person authorized by the charter, in the presence of two subscribing witnesses. The conveyance also should be attested by the city clerk, sealed with the municipal seal, and made upon a proper resolution by the municipality's governing body authorizing a sale of the property. The agent should determine that such a deed is executed by an official authorized by the charter and that it is duly attested to by the city clerk. A Certificate from the City Attorneys' Office evidencing the proper adoption of the resolution should be attached to the deed of conveyance and recorded with it.

- C. Warranty Deed from Audree M. Chase to Douglas R. Pryor.

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.

- D. Mortgage from Douglas R. Pryor to John Micheal Brown.

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 Mortgage. If the Individuals are unmarried, then indicate this on the Mortgage. If not homestead, then a statement to that effect must be reflected on the Mortgage.

5. Proof of payment of any outstanding assessments in favor of Monroe 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 Monroe County, Florida, any special taxing district and any municipality.

**SCHEDULE B SECTION I
Requirements continued**

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 Affidavit of Audree M. Chase, affirmatively establishing that the marriage between her and Bryce J. Chase, deceased, was continuous and uninterrupted from a time prior to their taking title to the subject property on March 15, 1995, until the date of his death on December 2, 2003.
8. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
9. Satisfactory survey, in conformity with the minimum technical standards for land surveys, certified to the Company, and/or its agent, dated no more than 90 days prior to the closing of the subject transaction, disclosing the nature and extent of any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title to the Land. Additional requirements and/or exceptions will be made for any such matters disclosed.
10. Issuing agent must obtain from the Company or perform themselves a title update three (3) business days prior to closing, to verify that no adverse matters or defects appear in the public records.
11. NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

NOTE: The legal description contained on Schedule A hereof is subject to change upon review of the survey as required above. In addition, The Company reserves the right to set forth additional requirements and/or exceptions as may be deemed necessary upon such review. The Company shall not be bound under this commitment, and shall have no liability hereunder until such time as the survey is provided, reviewed, and accepted by The Company.

NOTE: 2018 Real Property Taxes in the gross amount of \$3,136.85 are paid, under Property ID # 1024821.

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.

**SCHEDULE B SECTION I
Requirements continued**

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: Official Records Book 1345, Page 887; and Official Records Book 2464, Page 2187.

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. 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.
 - 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.

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

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

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. All matters as depicted by and/or contained on the Plat of BENJ. ALBURY'S SUBDIVISION OF PART OF TRACT 7, a diagram of which is recorded in Deed Book I, Page 389, of the Public Records of Monroe County, Florida.
7. City of Key West Area of Critical State Concern, Rule 27F-15, now known as Rule 28-36.001 of the Florida Administrative Code, adopted by the Administration Commission pursuant to Section 380.05, F.S., on February 7, 1984, effective February 28, 1984, recorded in Official Records Book 906, Page 200.
8. Subject to City Ordinance No. 81-43 and Amendment 82-5 thereof, which provides for the assessment and collection of waste in the City of Key West, Monroe County, Florida.
9. Subject to Restrictions imposed on property lying within the Historical Preservation Area of the City of Key West. Subject premises are within this area.
10. Subject to Code of Ordinances of the City of Key West, Section 74, which provides for the assessment and collection of sewer charges.
11. Land use restrictions imposed under the Monroe County Land Use Plan and any other land use restrictions which may have been or will be imposed by any governmental body, including, but not limited to, the City of Key West, the County of Monroe, the State of Florida and the Army Corps of Engineers.
12. Reservations in favor of The City of Key West, Florida, of an undivided three-fourths interest in and to all phosphates, minerals and metals, together with an undivided one-half interest in and to all petroleum, in, on or under the surface of the insured land, as contained in that certain Deed, recorded in Official Records Book _____, Page _____, created pursuant to Section 270.11, Florida Statutes. (As to Parcels 4 and 5 only).

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

NOTE: Any map, sketch, drawing or photograph furnished by The Company in connection with this product is provided as a courtesy for reference and informational purposes only. The Company assumes no liability for, and makes no representation against, any inaccuracy. The map, sketch, drawing or photograph may not be used in lieu of a satisfactory survey, in conformity with the minimum technical standards for land surveys.

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 Chicago Title Insurance Company, 13800 NW 14th Street Suite 190, Sunrise, FL 33323; Telephone 954-217-1744.

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

Searched By: Chris V. McKim

END OF SCHEDULE B SECTION II

EXHIBIT "A"

Parcel 1:

On the Island of Key West, known on William A. Whitehead's Map, delineated in February, A.D. 1829, as part of Tract Seven (7), but being better known as part of Lot Fourteen (14) of Square Two (2) in said Tract Seven (7).

COMMENCING at a point on Olivia Street, distance Thirty (30) feet from the corner of said Olivia Street and Florida Street, and running thence along said Olivia Street in a Northeasterly direction Twenty-nine (29) feet; thence at right angles in a Northwesterly direction Seventy-Five (75) feet; thence at right angles in a Southwesterly direction Twenty-nine (29) feet; thence at right angles in a Southeasterly direction (75) feet back to the point of beginning.

Parcel 2:

On the Island of Key West, known on William A. Whitehead's Map, delineated in February, A.D. 1829, as part of Tract Seven (7), but being better known as part of Lot Fourteen (14) of Square Two (2) in said Tract Seven (7).

COMMENCE at the intersection of the Easterly right-of-way line (ROWL) of Florida Street with the Northerly ROWL of Olivia Street; thence run Easterly along the Northerly ROWL of Olivia Street for a distance of 30.0 feet; thence at right angles in a Northerly direction for a distance of 75.0 feet to the point of beginning of the lands hereafter described; thence continue Northerly along the previously described course for a distance of 3.0 feet to a point on an existing wood fence; thence run Easterly at right angles along said existing wood fence for a distance of 29.0 feet; thence run Southerly at right angles for a distance of 3.0 feet; thence run westerly at right angles for a distance of 29.0 feet back to the said point of beginning.

Parcel 3:

A parcel of land on the Island of Key West, known on William A. Whitehead's Map, delineated in February, A.D. 1829, as part of Tract Seven (7), but being better known as part of Lot Fourteen of Square Two (2) in said Tract Seven (7).

COMMENCE at the intersection of the Northeasterly right of way line of Florida Street with the Northwesterly right of way line of Olivia Street and run thence Northeasterly along the said Olivia Street for a distance of 29 feet, 6 inches; thence at right angles in a Northwesterly direction for a distance of 75 feet, 11 inches to the Point of Beginning; thence continue Northwesterly along the previously mentioned course for a distance of 2 feet, 1 inch; thence at right angles in a Northeasterly direction for a distance of 6 inches; thence at right angles in a Southeasterly direction for a distance of 2 feet, 1 inch; thence at right angles in a Southwesterly direction for a distance of 6 inches back to the Point of Beginning.

Parcel 4:

A parcel of land on the Island of Key West, known on William A. Whitehead's Map, delineated in February A.D. 1829, as part of Tract Seven (7), but being better known as part of Lot Fourteen of Square Two (2) in said Tract Seven (7).

COMMENCE at the intersection of the Northeasterly right of way line of Florida Street with the Northwesterly right of way line of Olivia Street and run thence Northeasterly along the said Olivia Street for a distance of 29 feet, 6 inches to the Point of Beginning; thence continue Northeasterly along the said Olivia Street for a distance of six inches; thence at right angles in a Northwesterly direction for a distance of 75 feet, 11 inches; thence at right angles in a Southwesterly direction for

Exhibit "A" continued

a distance of 6 inches; thence at right angles in a Southeasterly direction for a distance of 75 feet, 11 inches back to the Point of Beginning.

Parcel 5:

A parcel of land on the Island of Key West, known on William A. Whitehead's Map, delineated in February A.D. 1829, as part of Tract Seven (7), but being better known as part of Lot Fourteen of Square Two (2) in said Tract Seven (7).

COMMENCE at the intersection of the Northeasterly right of way line of Florida Street with the Northwesterly right of way line of Olivia Street and run thence Northeasterly along the said Olivia Street for a distance of 59.00 feet; thence Northwesterly at right angles and along the Northeasterly boundary line of the said Lot 14, for a distance of 75.00 feet to the Point of Beginning; thence continue Northwesterly along the Northeasterly boundary line of the said Lot 14 for a distance of 11 inches; thence at right angles in a Southwesterly direction for a distance of 29.00 feet; thence at right angles in a Southeasterly direction for a distance of 11 inches; thence at right angles in a Northeasterly direction for a distance of 29.00 feet back to the Point of Beginning.

DISCLAIMER:

The legal description above is subject to change upon review of the survey as required under Schedule B-I hereof. In addition, The Company reserves the right to set forth additional requirements and/or exceptions as may be deemed necessary upon such review. The Company shall not be bound under this commitment, and shall have no liability hereunder until such time as the survey is provided, reviewed, and accepted by The Company.

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ALTA Commitment (6-17-06)

