



CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:


Issuing Agent: ALABAMA LAND SERVICES, INC.  
Issuing Office: 110 South Pine Street, Florence, AL 35630  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number:  
Issuing Office File Number: 140687B ORN  
Property Address: 1115 Highland Avenue, Florence, AL 35630  
Revision Number:

SCHEDULE A

- 1. Commitment Date: November 19, 2024 at 8:00 am.
- 2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy
    - Proposed Insured: Any purchaser with contractual rights
    - Proposed Amount of Insurance: \$1,000.00
    - The estate or interest to be insured: FEE SIMPLE
  - b.
    - Proposed Insured:
    - Proposed Amount of Insurance: \$
    - The estate or interest to be insured: Fee Simple
- 3. The estate or interest in the Land at the Commitment Date is Fee Simple.
- 4. The Title is, at the Commitment Date, vested in:  
Simpson Auto Properties LLC
- 5. The Land is described as follows:

See attached Exhibit A

Countersigned:  
CHICAGO TITLE INSURANCE COMPANY  
  
By: ALABAMA LAND SERVICES, INC.  
Alabama License 0188115

BY   
Orville R. Nash, Alabama License 0656639  
Authorized Signatory

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C170B

ALTA Commitment for Title Insurance (7-1-21)

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File No. 140687B ORN

**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.
  - a. **Deed from Simpson Auto Properties LLC to Any purchaser with contractual rights conveying the subject property set forth under Schedule A.**
5. 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.
6. Payment of all taxes, charges, assessments, levied and assessed against the Land, which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
8. **For each Limited Liability Company (LLC) involved in the proposed transaction, we require that they:**
  - a. **Provide a copy of the articles of organization of the LLC, together with a copy of all amendments thereto.**
  - b. **Provide a copy of the operating agreement for the LLC, together with all amendments thereto.**
  - c. **Provide a Certificate of Good Standing from the Alabama Department of Revenue and from the state of organization if not an Alabama limited liability company.**
  - d. **Provide a Certificate of Incumbency executed by the members and managers which identifies all members and managers, and certifies that the articles of organization and operating agreement provided are true and correct copies, as well as any amendments, and that there are no other amendments to either that have not been provided.**
  - e. **Provide unanimous written consent of all members and managers approving the transaction contemplated by this commitment and, if permitted by the operating agreement, authorizing a single member or manager to execute the documents associated with the transaction on behalf of the limited liability company.**

The Company reserves the right to make additional requirements upon receipt and review of the requested documents.

9. The search did not disclose any open mortgages of record; therefore, the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. If you have knowledge of any outstanding obligation, please contact the Title Department immediately for further review.

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SCHEDULE B, PART I - Requirements

(Continued)

10. Payment of all taxes for the year 2024, plus any penalties and interest which may accrue.

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**SCHEDULE B – PART II**

**Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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 **2025** and subsequent years, not yet due and payable.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements not shown by the public records.
6. Any lien, or right 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. Such state of facts as shown on subdivision plat recorded in Plat Book **1**, Page **114**, **Lauderdale** County Records.
9. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
10. Any inaccuracy in the area, square footage, or acreage of the Land, or attached plat, if any. The Company does not insure the area, square footage, or acreage of the Land.
11. Any additional taxes which may be assessed due to reappraisal, a change in exemption status, loss of homestead exemption, or change in the current use classification.
12. **Subject to a 15 foot wide utility easement evenly off the Southeasterly and Westerly sides of said tract.**

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EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FLORENCE, COUNTY OF LAUDERDALE, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

**Lots 1 through 5 and Lots 11 and 12 and part of Lots 6 through 10 and all alleys in Block 510, in the City of Florence, Alabama, as the same appears of record in Plat Book 1, Page 114, in the Office of the Judge of Probate of Lauderdale County, Alabama, being more fully described as follows: Begin at a concrete monument at the intersection of the North margin of Highland Avenue and the East margin of Florence Boulevard, said point being the Southwest corner of Lot 6, Block 510 as it exist after the widening of Florence Boulevard; run thence North 12 degrees 58 minutes West along the Easterly margin of Florence Boulevard, as it now exist, for 354.88 feet to an existing P.C. monument of a curve to the right, having a fixed radius of 2292.01 feet; run thence Northwardly along said margin and curve for 63.38 feet (chord bearing North 12 degrees 10 minutes 28 seconds West 63.38 feet) to a capped re-bar set on the Southerly margin of Glendale Avenue, said point being the Northwest corner of said Lot 10 as it exist after the widening of Florence Boulevard; run thence South 78 degrees 57 minutes 05 seconds East along Southerly margin for 449.06 feet to a capped re-bar set at the P.C. of a curve to the right having a fixed radius of 67 feet; run thence Southerly along said margin and curve for 164.54 feet (chord bearing South 08 degrees 35 minutes 57 seconds East, 126.20 feet) to a capped re-bar set at the P.T. of said curve and being on the Northerly margin of Highland Avenue; run thence South 61 degrees 45 minutes 11 seconds West along said Northerly margin for 416.16 feet to the point of beginning. Subject to a 15 foot wide utility easement evenly off the Southeasterly and Westerly sides of said tract.**

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RLPY 2001 59267  
Recorded In Above Book and Page  
12/11/2001 10:02:49 AM  
Dewey D. Mitchell  
Probate Judge  
Lauderdale County, AL  
Deed Tax 0.50  
Recording Fee 20.00  
TOTAL 20.50

STATE OF ALABAMA

COUNTY OF LAUDERDALE

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of TEN AND NO/100 Dollars and other good and valuable consideration to the undersigned grantor, **A. Gary Simpson, and wife, Janie L. Simpson** (hereinafter referred to as GRANTORS) in hand paid by **Simpson Auto Properties, LLC, a limited liability company** (hereinafter referred to the GRANTEE), the receipt whereof is acknowledged, the said GRANTORS, does grant, bargain, sell and convey unto the GRANTEE, its heirs, successors and assigns, the following described tract or parcel of land situated in Lauderdale County, Alabama, to-wit:

See attached Exhibit "A"

Real Property Address: 1111 & 1115 Highland Avenue, ~~Shofield~~ **Florence**, Al

Together with the appurtenances thereunto belonging.

And we do for ourselves, our heirs, administrators and assigns, covenant with the said GRANTEE, that we are lawfully seized of said premises; that they are free from all encumbrances; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, administrators and assigns shall warrant and defend the same to them; said GRANTEE against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7<sup>th</sup> day December, 2001.

*A. Gary Simpson*  
~~G. Alton Simpson~~

*Janie L. Simpson*  
Janie L Simpson

STATE OF ALABAMA

COUNTY OF Lauderdale

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **A. Gary Simpson, and wife, Janie L Simpson**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7<sup>th</sup> day of December, 2001.

Rebecca B. Hughes  
Notary Public

My Commission Expires: ~~MY COMMISSION EXPIRES 01-26-02~~

Address for tax billing purposes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Homestead Exemption:

Yes \_\_\_\_\_ No ✓

*This document prepared by:*

**E. V. Mauldin, Attorney at Law**  
**Post Office Drawer B**  
**Sheffield, AL 35660**  
**256/386-5190**

**EXHIBIT A**

The tract of lot of land lying in the City of Florence, County of Lauderdale, State of Alabama known as described as follows, to wit:

Lots 1 through 5 and Lots 11 and 12 and part of Lots 6 through 10 and all alleys in Block 510, in the City of Florence, Alabama; as the same appears of record in Plat Book 1, Page 114, in the Office of the Judge of Probate of Lauderdale County, Alabama, being more fully described as follows: Begin at a concrete monument at the intersection of the North margin of Highland Avenue and the East margin of Florence Boulevard, said point being the Southwest corner of Lot 6, Block 510 as it exist after the widening of Florence Boulevard; run thence North 12 degrees 58 minutes West along the Easterly margin of Florence Boulevard, as it now exist, for 354.88 feet to an existing P.C. monument of a curve to the right, having a fixed radius of 2292.01 feet; run thence Northwardly along said margin and curve for 63.38 feet (chord bearing North 12 degrees 10 minutes 28 seconds West 63.38 feet) to a capped re-bar set on the Southerly margin of Glendale Avenue, said point being the Northwest corner of said Lot 10 as it exist after the widening of Florence Boulevard; run thence South 78 degrees 57 minutes 05 seconds East along Southerly margin for 449.06 feet to a capped re-bar set at the P.C. of a curve to the right having a fixed radius of 67 feet run thence Southerly along said margin and curve for 164.54 feet (chord bearing South 08 degrees 35 minutes 57 seconds East, 126.20 feet) to a capped re-bar set at the P.T. of said curve and being on the Northerly margin of Highland Avenue; run thence South 61 degrees 45 minutes 11 seconds West along said Northerly margin for 416.16 feet to the point of beginning. Subject to a 15 foot wide utility easement evenly off the Southeasterly and Westerly sides of said tract.



**OWNER**

SIMPSON AUTO PROPERTIES LLC  
2005 HELTON DR  
FLORENCE, AL 35630

**VALUE**

**Appraised:** 268,600.00  
**Assessed:** 53,720.00

**INFO**

**Parcel Number:** 24-01-11-1-002-036.000  
**PPIN:** 055916  
**Account Number:** 00050136  
**Physical Address:** 1115 HIGHLAND AVE  
**Deed Book/Page:** 2001 / 59267  
**Utilities - Gas:** Unknown  
**Utilities - Water:** Unknown  
**Utilities - Sewer:** Unknown  
**Amenities:** Unknown  
**District:** Florence  
**Exempt Type:** NONE  
**Acres:** 0  
**Tax Due:** \$2,632.28  
**Deed Date:** 12/7/2001  
**Road Access:** Unknown  
**Topography:** Unknown  
**Nuisances:** Unknown  
**Historical:** R0055916  
**TaxYear:** 2024  
**Section/Township/Range:** 11 / 3 / 11

**Legal Description:**  
416.16' X 164.54' IRR CITY OF FLORENCE BLK 510 LOTS 1 THRU 5 AND 11 THRU 12 AND PT OF LOTS 6-10 AND VACATED ALLEYS 2.64 AC/D