



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: 37723A JDA
Property Address: Woodward Avenue, Muscle Shoals, AL 35661
Revision Number:

SCHEDULE A

1. Commitment Date: **October 30, 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: \$ **tbd**
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

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72C170B

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

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File No. 37723A JDA

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. **Receipt of satisfactory Incumbency Certificate for the LLC named herein, authorizing the above transaction and naming the person(s) who will be signing for the LLC.**
9. **Payment of all taxes for the year 2024, plus any penalties and interest which may accrue.**

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File No. 37723A JDA

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 , Page , **Colbert** 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. **Municipal improvements assessment(s), if any.**

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File No. 37723A JDA

EXHIBIT "A"

LEGAL DESCRIPTION

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

Lots 3757 through 3763 both inclusive, known and designated according to the map and survey of Highland Park Subdivision Plat No. Ten, prepared by P. S. Milner, C.E. and recorded in the Office of the Judge of Probate of Colbert County, Alabama in Map Book 2, Page 114.

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CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO 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 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, Chicago 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 Amount of Insurance and the name of the Proposed Insured.

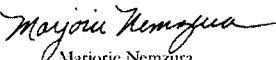
If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Agency Office

ALABAMA LAND SERVICES, INC.
110 South Pine Street
Florence, AL 35630
Telephone: 256-764-2141 Fax: 256-764-0000

CHICAGO TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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CHICAGO TITLE INSURANCE COMPANY

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 is not 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.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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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CHICAGO TITLE INSURANCE COMPANY

7. **IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.
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. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION – INTENTIONALLY DELETED**

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AMERICAN
LAND TITLE
ASSOCIATION





Current Date: 11/8/2024 Tax Year: 2024 (Billing Year: 2024)

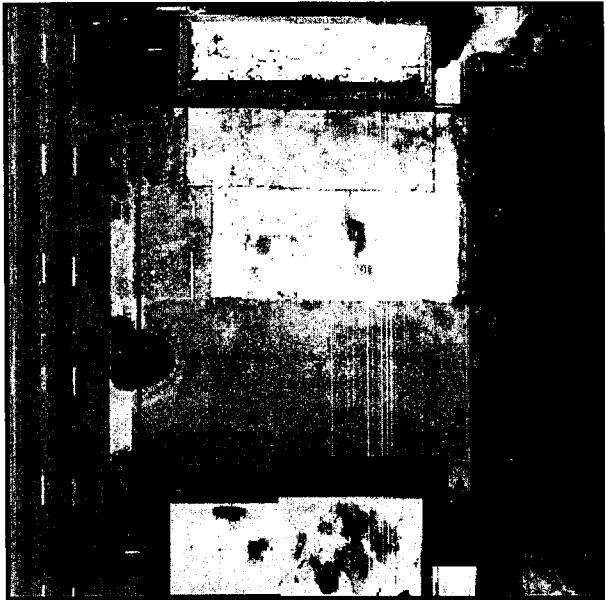
Parcel Info

PIN 32301
PARCEL 13-01-02-2-003-023.000
ACCOUNT NUMBER 9691

OWNER SIMPSON AUTO
PROPERTIES LLC
MAILING ADDRESS 205 COX BLVD,
SHEFFIELD, AL 35660
PROPERTY ADDRESS 1905 WOODWARD
AVENUE

LEGAL DESCRIPTION LOTS 3757 THRU 3763
HIGHLAND PARK #10
120 X 140 /DB 87-08 PG
866-867 & DB 2001-38
PG 98-100

EXEMPT CODE
TAX DISTRICT CITY OF MUSCLE
SHOALS



Tax Information

TAXES WERE DUE ON 10/1/2024

PPIN	YEAR	TAX TYPE	TAXES	PENALTIES / INTEREST	SUBTOTAL	AMT PAID	BALANCE DUE
32301	2024	REAL	\$ 1,154.25	\$ 0.00	\$ 1,154.25	\$ 0.00	\$ 1,154.25
Total Due:			\$ 1,154.25				

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres 0.41
Use Value \$0
Land Value \$142,500
Improvement Value \$0
Total Appraised Value \$142,500

Subdivision Information

Code 169
Name HIGHLAND PARK
#10 /2-114
Lot 3757
Block
Type / Book / Page 20 / 138 / 98

Total Taxable Value	\$142,500	S/T/R	00-00-00
Assessment Value	\$28,500		

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.405 Acres	0-UNIDENTIFIED	2	N	N	\$142,500

Building Components

Tax Sales

NO TAX SALES FOUND

STATE OF ALABAMA
COUNTY OF COLBERT

2001 38 098

5
12th
12th

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 Colbert County, Alabama, to-wit:

See attached Exhibit "A"

Real Property Address: 1903 - 1905 Woodward Avenue, Muscle Shoals, 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 7th day December, 2001.

A. Gary Simpson
A. Gary Simpson

Janie L. Simpson
Janie L. Simpson

2001 38 098

2

2001 38 099

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 7th day of December, 2001.

Rebecca B. Hughes
Notary Public

My Commission Expires: ~~MY COMMISSION EXPIRES 01-28-02~~

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

2001 38 099

2001 38 100

Exhibit "A"

Lots 3757 through 3763 both inclusive, known and designated according to the map and survey of Highland Park Subdivision Plat No. Ten, prepared by P. S. Milner, C. E. and recorded in the office of the Judge of Probate of Colbert County, Alabama in Map Book 2 page 114.

STATE OF ALA. COLBERT CO.
CERTIFY THIS INSTRUMENT
WAS FILED ON
2001 DEC 11 AM 11:44
RECORDED BOOK & PAGE SHOWN
DEED MTG. TAX
P. S. Milner

2001 38 100

2443

710
Chas

PROBATE COURT OF LAUDERDALE COUNTY

POST OFFICE BOX 1059

FLORENCE, ALABAMA 35631

256-760-5804

140445

DEWEY D. MITCHELL
JUDGE OF PROBATE

BARBARA L. COLLUM
CHIEF CLERK

2001 38 101

TO WHOM IT MAY CONCERN:

I, Dewey D. Mitchell, Judge of Probate of Lauderdale County, Alabama, do hereby certify that the mortgage between _____ and _____ Simpson Auto Properties, LLC _____ Bank Independent _____ in the amount of \$1,308,000.00 _____ was filed in this office on December 11, 2001 at 10:05 a.m., and recorded in RLPY BOOK 2001, PAGE 59273-59281. Mortgage tax in the amount of \$1,962.00 was paid in Lauderdale County, Alabama.

Given under my hand and official seal of office this the _____ 11th day of December 2001.

Dewey D. Mitchell
JUDGE OF PROBATE
LAUDERDALE COUNTY

STATE OF ALA. COLBERT CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
2001 DEC 11 AM 11:45
RECORDED BOOK & PAGE SHOWN
DEED _____ MTG. TAX _____
61, Florence, Alabama
2001 38 101