

V580157



**COMMITMENT FOR TITLE INSURANCE**

Issued By Mississippi Valley Title Insurance Company and Old Republic National Title Insurance Company

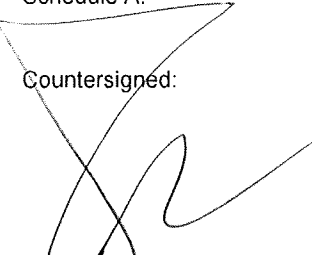
Mississippi Valley Title Insurance Company , a Mississippi corporation and Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Mississippi Valley Title Insurance Company and Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:  
  
Authorized Signature

MISSISSIPPI VALLEY TITLE INSURANCE COMPANY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By  President

By  President

Attest  Secretary

Attest  Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration 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 the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>.

**Mississippi Valley Title Insurance Company  
Old Republic National Title Insurance Company  
124 One Madison Plaza, Suite 2100  
Madison, MS 39110**

V580157

Issued by: **Day & Willoughby, PC**, Agent #: **M01071**

Address: 1925 Rainbow Dr., Gadsden, AL 35901-3697

File Number: **15-16939**

Commitment No: **V580157**

**SCHEDULE A**

1. Effective Date: **8/21/2015 at 8:00 AM**

2. Policy or Policies to be issued:

a. Loan Policy: **N/A** Amount: **N/A**

Proposed Insured: **N/A**

b. Owner's Policy: **Owner's Policy (06-17-06)** Amount: **TBD**

Proposed Insured: **The Estate of Elsie Johnson, deceased**

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 Effective Date vested in:

**The Estate of Elsie Johnson, deceased**

5. Purchaser: **TBD**

6. The Land referred to in this Commitment is situated in Etowah County, State of AL and is described as follows:

Commence at an existing 3/8" rebar at the Northwest corner of the NE¼ of the NE¼, Section 10, T-12-S, R-7-East of Huntsville Meridian and run Southerly along the West line thereof, 630.00 feet to the point of beginning of the property described herein; thence continue Southerly along said West line, 381.38 feet to a point which is 300.00 feet Northerly from the Southwest corner of said ¼; thence leaving said West line deflect 97°35'50" left and run Easterly, 1069.57 feet to an existing ½" pipe at the Southwest corner of Deed Book "1605", Page 143, Etowah County Probate Office; thence deflect 82°42'52" left and run Northerly, 367.37 feet to an existing ½" pipe; thence deflect 96°33'11" left and run Westerly, 1065.76 feet to the point of beginning. Said property being a portion of the NE¼ of the NE¼, Section 10, T-12-S, R-7-E, Etowah County, Alabama.

SAVE AND EXCEPT such portion of said parcel, if any, included in the real property conveyed to Roosevelt Newton (Ted) Johnson, Jr., and wife, Mamie Hammonds Johnson, dated August 8, 1986, recorded at Book 1461, Page 161, Probate Office, Etowah County, Alabama.

**SCHEDULE B - SECTION I**

**Requirements**

Showing defects and objections to be removed or eliminated; liens and encumbrances to be satisfied and discharged of record and requirements to be complied with before policy of title insurance can be issued without exception thereto.

**Item 1.** Proper instrument creating the interest or estate to be insured must be executed and duly filed for record, to wit:

Execution and recordation without intervening rights of a Warranty Deed by the present owner (and spouse, when required by law) conveying the Land to the purchaser.

**Item 2.** Full consideration for the interest or estate to be insured must be paid to or for the account of grantors or mortgagors.

**Item 3.** Furnish satisfactory evidence that there are no outstanding mechanics' or materialmen's liens against the property. Examine parties carefully, and attach owners' and contractors' affidavits where there has been construction during the statutory period for liens.

**Item 4.** Payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable.

This Commitment Valid Only If Schedule B And Commitment Jacket Are Attached

**Mississippi Valley Title Insurance Company  
Old Republic National Title Insurance Company  
124 One Madison Plaza, Suite 2100  
Madison, MS 39110**

V580157

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**Item 5.** Secure and return executed Notice of Availability of Owner's Insurance.

**SCHEDULE B - SECTION II**

**Exceptions**

Schedule B of the Owner's Policy (06-17-06) policy to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

**Item 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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

**Item 2.** 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.

**Item 3.** 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.

**Item 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.

**Item 5.** Easements or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the Public Records.

**Item 6.** Rights or claims of parties in possession not shown by Public Records.

**Item 7.** Any mortgage, deed of trust, lease or lien created or assumed by the insured.

**Item 8.** Right of Way Deed for Public Road from Roosevelt N. Johnson and wife, Zaddie M. Johnson and L.V. Johnson, a single man, to Etowah County, dated April 6, 1967, recorded at Book 1031, Page 189, Probate Office, Etowah County, Alabama.

**Item 9.** There is attached hereto for reference, a copy of survey by Jerry L. Dowdy, Surveyor, dated July 22, 2015, which shows the subject property being intersected by or adjacent to Johnson Drive. There also is attached hereto for reference, a copy of tax map from the website of the office of the Revenue Commissioner of Etowah County, Alabama, which also shows the subject property being intersected by or adjacent to Johnson Road. Finally, there is attached hereto for reference, a printout of e-mail from Robert Nail, Assistant Etowah County Engineer, reflecting that the subject property, the parcel number for which ends in "5", is, in fact, located on a public road identified by Mr. Nail as Johnson Drive. If such information and documentation is inaccurate, there is an exception in this commitment for lack of access to a public road; however, assuming the accuracy of such information and documentation, the subject property has access to a public road.

RIGHT OF WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA. }  
ETOWAH COUNTY.

BOOK 1031 PAGE 189

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Roosevelt N. Johnson and wife, Zaddie M. Johnson and ~~James~~ L. V. JOHNSON, a single man

of the County and State aforesaid, in and for the consideration of one dollar (\$1.00) in hand paid by Etowah County, the receipt whereof is hereby acknowledged, and for the further consideration of the benefits accruing to us and to the public from the construction of a public road through our lands, we do hereby give, grant, bargain, sell and convey unto Etowah County, its successors or assigns, a right of way hereinafter described, over and across the lands of the undersigned for a public road: Which right of way shall be 50 feet in width or 25 feet in width on each side of the center line of the said road, as it is now located and staked out by the State Highway Department, or as much of our lands as is required to make a 50 foot right of way, across our lands which are located and described as follows, to-wit: :

The centerline of said road conveyed hereby being described as follows:- To describe the point of beginning for the centerline of a road, begin at the southwest corner of the northeast quarter of the northeast quarter, Section 10, Township 12 South, Range 7 East; thence run north 2° 01' east and along the west line of said forty for ~~100~~ feet to the point of beginning; thence run north 86° 56' east for 200 feet to a point; thence run north 69° 40' east for 620 feet to a point; thence run north 81° 44' east for 100 feet to a point; thence run south 89° 26' east for 245 feet to a point; thence run south 85° 14' east for 202 feet to a point; thence run north 12° 21' east for 865.0 feet to a point; thence run north 19° 56' east for 101.9 feet to the centerline of Fitts Ferry Road lying in and being a portion of the northeast quarter of the northeast quarter, Section 10, Township 12, south, Range 7 East, Etowah County, Alabama.

and for and in consideration of the benefit to our property by reason of the construction of said road, we hereby release the county from all consequential damages, present or prospective to our property, arising out of the construction, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged.

In witness whereof, we have hereto set our hands and seals this the 6th day of April, 1967.

Witnesses: [Signatures]  
ROOSEVELT N. JOHNSON  
ZADDIE M. JOHNSON  
L. V. JOHNSON

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA. }  
ETOWAH COUNTY.

I, the undersigned a Notary Public in and for said Roosevelt N. Johnson and wife, Zaddie M. Johnson and L. V. Johnson, a State and County, do hereby certify that single man whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 6th day of April, 1967.

[Signature]  
Notary Public  
(Official Seal)  
ETOWAH COUNTY, ALABAMA

*Accepted*  
2826

THE STATE OF ALABAMA.

1900

PAGE 10

COUNTY OF ETOWAH ALABAMA

BOOK

Right-of-Way for Public Road

THE STATE OF ALABAMA.

County of \_\_\_\_\_

Judge of Probate in and for said State and County.

hereby certify that the within conveyance was filed in my office at \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

and duly recorded in the Public Record Book \_\_\_\_\_ Page \_\_\_\_\_

Dated \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Notary Public for Etowah County, Ala.

Doc. No. \_\_\_\_\_  
Filed for \_\_\_\_\_  
Jaed \_\_\_\_\_

(Official Title)

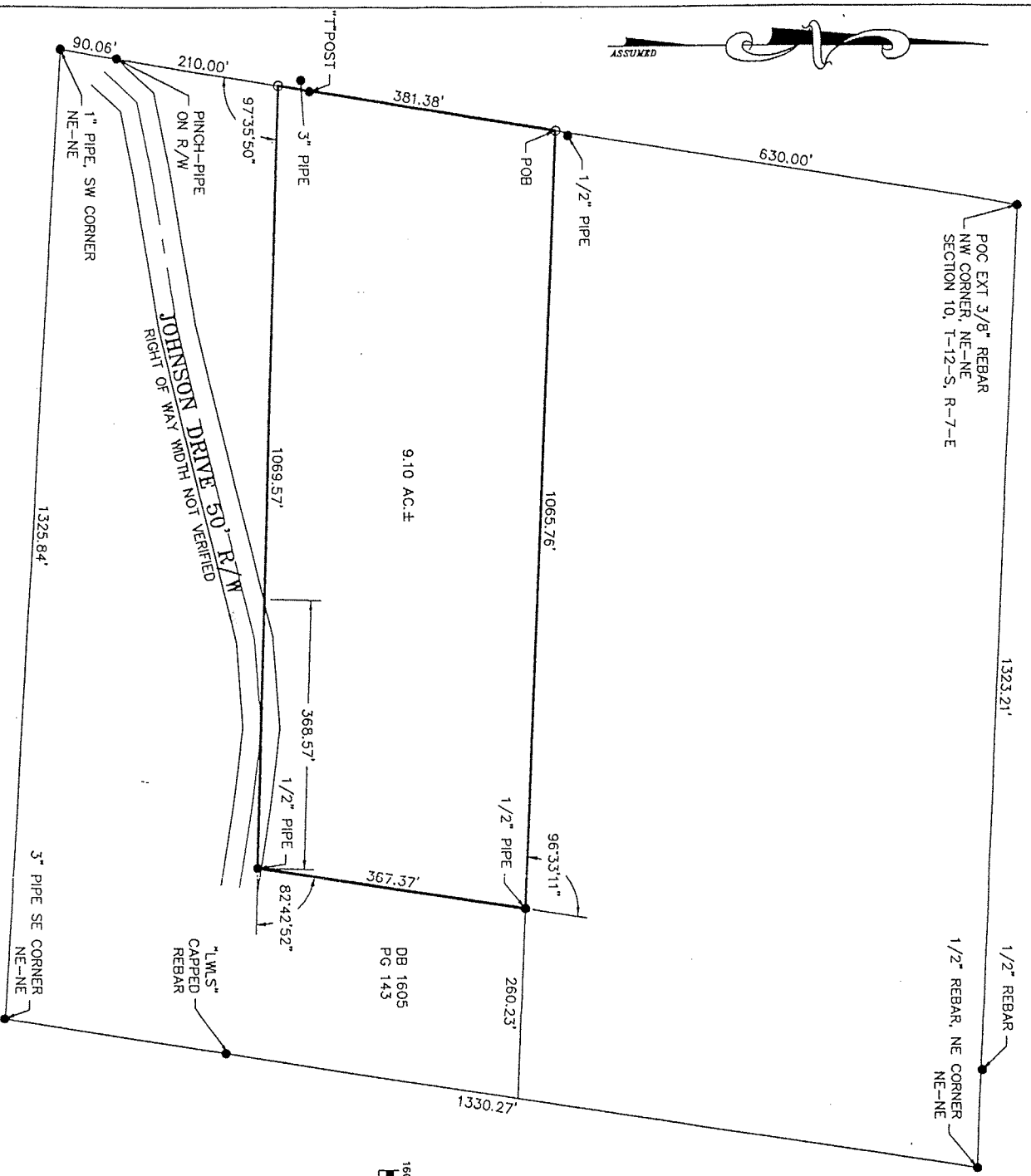
I, \_\_\_\_\_ in and for said State and County, do hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

STATE OF ALABAMA, }  
COUNTY, }  
ACKNOWLEDGMENT FOR CORPORATION

I, \_\_\_\_\_ in and for said State and County, do hereby certify, that on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_ the within named \_\_\_\_\_ known to me to be the wife of \_\_\_\_\_ who being examined separately and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord without fear, constraint or threats on the part of the husband.

STATE OF ALABAMA, }  
COUNTY, }  
ACKNOWLEDGMENT FOR WIFE

(Official Title)

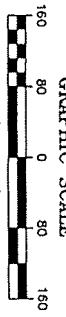


POC EXT 3/8" REBAR  
NW CORNER, NE-NE  
SECTION 10, T-12-S, R-7-E

1/2" REBAR, NE CORNER  
NE-NE

STATE OF ALABAMA  
COUNTY OF ETOWAH  
LEGAL DESCRIPTION

Commence of an existing 3/8" rebar of the Northwest corner of the NE 1/4 of the NE 1/4, Section 10, T-12-S, R-7-E, East of Huntsville Meridian and run Southerly along the West line thereof, 630.00 feet to the point of beginning of the property described herein; thence continue Southerly along said West line 381.38 feet to a point which is 300.00 feet Northerly from the Southwest corner of said 1/4; thence leaving said West line defect 97.3550' left and run Easterly, 1069.57 feet to an existing 1/2" pipe at the Southwest corner of Deed Book "1605", Page 143, Etowah County Probate Office, thence defect 82.4252' left and run Northerly, 367.37 feet to an existing 1/2" pipe; thence defect 96.3311' left and run Westerly, 1065.76 feet to the point of beginning. Said property being a portion of the NE 1/4 of the NE 1/4, Section 10, T-12-S, R-7-E, Etowah County, Alabama and contains 9.10 acres (more or less).



GRAPHIC SCALE

- LEGEND**
- IRON PIN FOUND
  - 1/2" REBAR SET WITH CAP
  - ★ STAMPED "J DOWDY CA-0452"
  - SP IRON PIN SET PREVIOUS SURVEY
  - POC POINT OF COMMENCEMENT
  - POB POINT OF BEGINNING
  - (A) RECORD BEARING, DISTANCE OR ANGLE
  - (B) CALCULATED BEARING, DISTANCE OR ANGLE
  - (C) CALCULATED POINT
  - ▲ "X" NAIL SET
  - △ TAP NAIL SET
  - △ TAP NAIL SET
  - R/W RIGHT-OF-WAY
  - IN INCH
  - EQ EQUALS
  - LINE NOT TO SCALE
  - O/E- OVERHEAD ELECTRIC LINES
  - PO POWER POLE
  - ☆ SECURITY LIGHT

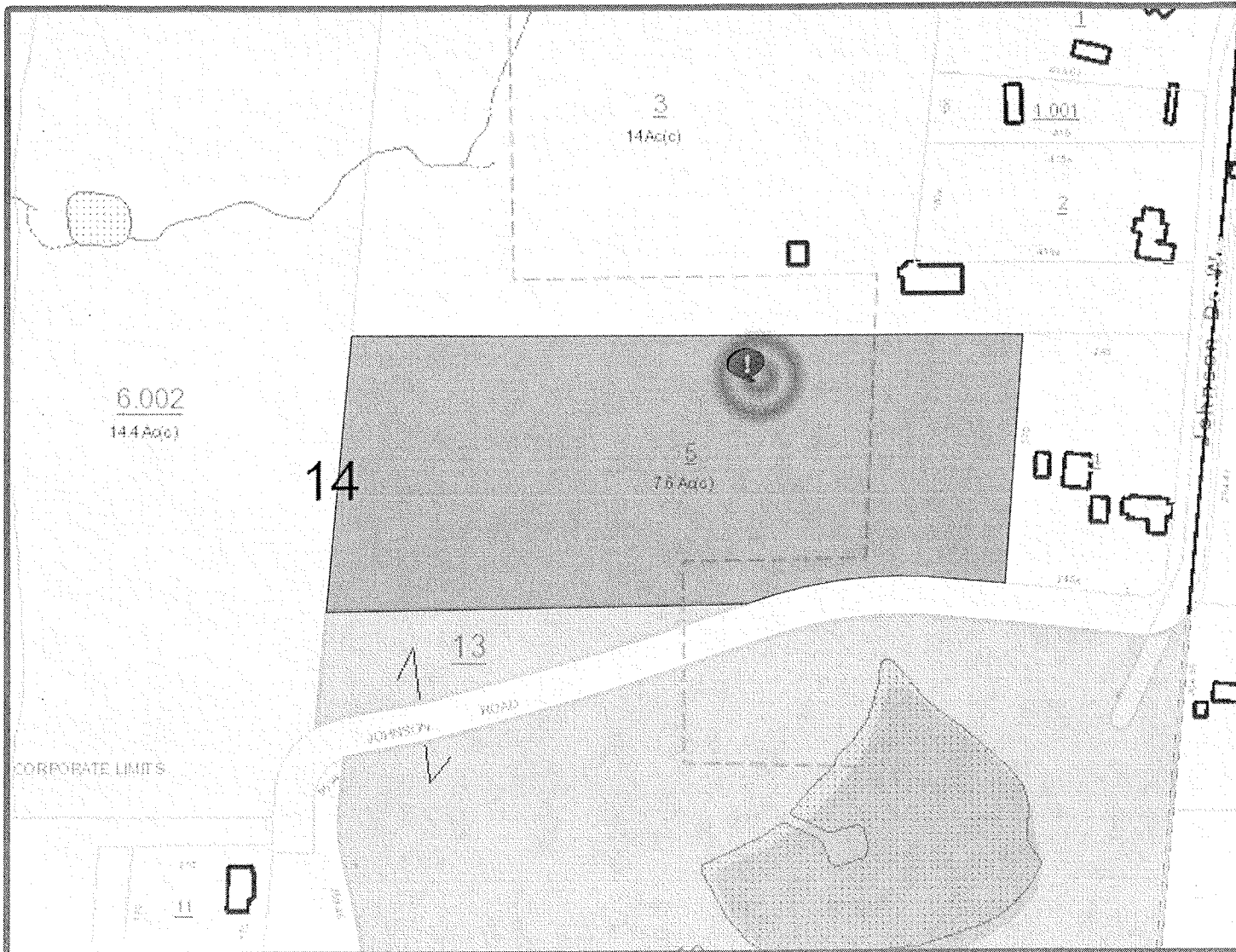
I, Jerry L. Dowdy, a Registered Land Surveyor in the State of Alabama, hereby certify that the foregoing map or plan has been prepared and filed in accordance with the provisions of the Standards for Professional Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

According to my survey this the 22 day of JULY 2015.  
JERRY L. DOWDY, AL REG. #18979  
REGISTERED LAND SURVEYOR PROFESSIONAL

BOUNDARY SURVEY  
FOR JUD MEANS

**DOWDY LAND SURVEYING SERV**  
508 NORTH HOOD AVENUE GADSDEN ALABAMA 35901  
PHONE (205) 836-4433 FAX (205) 836-4434  
EMAIL: JERRY@DOWDYLANDSURVEYING.COM  
JERRY L. DOWDY, REGISTERED LAND SURVEYOR

FILE NAME: 0715160  
DISKETTE # HD  
SCALE 1" = 180'  
DATE: 07/22/15  
DRAWN BY: JDD  
CHECKED BY: JDD



Map to be used for TAX PURPOSES ONLY! Map not for conveyance use.



**Subject:** Re: Question about Johnson Road, in Alford's Bend  
**From:** Robert Nail <[rnail@etowahcounty.org](mailto:rnail@etowahcounty.org)>  
**Date:** 7/24/2015 6:33 AM  
**To:** "Minda Robinson @ Day & Willoughby, P.C." <[gdaylaw@bellsouth.net](mailto:gdaylaw@bellsouth.net)>

Ms. Robinson,

The property is located along Johnson Drive, which is a public road with 50 feet of ROW. There are portions of the roadway that are under the maintenance of Etowah County, and portions that our records indicate are under the maintenance of Hokes Bluff. ROW for the roadway was obtained through deed in 1967.

Please let me know if you have any further questions.

On Thu, Jul 23, 2015 at 4:33 PM, Minda Robinson @ Day & Willoughby, P.C. <[gdaylaw@bellsouth.net](mailto:gdaylaw@bellsouth.net)> wrote:  
Mr Nail:

Can you verify whether or not Parcel 14-02-10-0-001-005.00, PIN # 025196, in the name of Charles L. Johnson, is on the public road? I am sorry we do not have a street address because it is unimproved property that no one has ever lived on. Our client is dealing with his aunt and uncle's estate, and a question has arisen as to whether or not the part of Johnson Road that property fronts on is actually a public road. Thanks so much!

--  
Minda Robinson

Day & Willoughby, PC  
Attorneys at Law  
1925 Rainbow Drive  
Gadsden, Alabama 35901  
(256) 543-1660

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--  
Robert Nail, P.E.  
Assistant Etowah County Engineer  
402 Tuscaloosa Avenue  
Gadsden, Alabama 35901  
(256) 549-5358