WFG National Title Insurance Company
a Williston Financial Group company

COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL 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, WFG National Title Insurance Company, a South Carolina 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 30 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

Frontier Title Group, LLC
Agency Name

Authorized Signatory

WFG NATIONAL TITLE INSURANCE COMPANY

By:
President

ATTEST:
Secretary



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by WFG National 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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; 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.

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.

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.

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.

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COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Transaction Identification Data for reference only:
Issuing Agent: Frontier Title Group, LLC
Issuing Office: 104 Jumper Drive North, Bushnell, FL 33513
ALTA Universal ID: 1107839
Loan ID Number:
Commitment Number: 2033920FL-A
Issuing Office File Number: 2021-5563EC
Property Address: 5901 Wisconsin St, Bokeelia, FL 33922
Revision Number: 1

SCHEDULE A

1. Commitment Date: 11/21/2021 at 02:00 AM

2. Policy or Policies to be issued: Proposed Policy Amount

   a. ALTA Owner's Policy $60,000.00
   Proposed Insured: **Matthew A. Andrews & Linda K. Andrews, husband and wife**

3. The estate or interest in the land described or referred to in this Commitment is fee simple

4. Title to the estate or interest in the Land is at Commitment Date vested in:
Heirs and Beneficiaries of the Estate of Joseph F. Hopkins, Jr, deceased

5. The land referred to in this Commitment is described as follows:
Property description set forth in Exhibit A attached hereto and made part hereof.

By: Frontier Title Group, LLC

Authorized Signatory

SCHEDULE B, PART I

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

REQUIREMENTS

All of the following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay the premiums, fees and charges for the policy.

3. Pay all taxes, charges and assessments against subject premises, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded, specifically as follows:
   A. Warranty Deed from the Personal Representative and the Heirs and Beneficiaries of the Estate of Joseph F. Hopkins, Jr, deceased to the Proposed Insured.
   NOTE: If the property is homestead property, the spouse of said party must join in the execution of the deed. If the individual(s) in title are unmarried, then indicate this on the deed. If the property is not homestead, then a statement to that effect must be reflected on the deed.

5. Proper probate proceedings must be undertaken in the Circuit Court of Lee County, Florida, in the Estate of Joseph F. Hopkins, Jr., deceased, authorizing or directing conveyance or determining who may convey the insured lands to the insured, free and clear of claims and estate taxes against said estate. The Company reserves the right to impose additional requirements and/or exceptions to reflect any matters disclosed by the foregoing proceeding.

6. Certified copy of Death Certificate of Joseph F. Hopkins, Jr. must be recorded in the Public Records.

7. Record an Affidavit that no Florida or Federal estate taxes are due for the estate of Joseph F. Hopkins, Jr. If estate taxes are due, contact the Underwriting Department.

8. Record an Affidavit that Joseph F. Hopkins, Jr. was not survived by a spouse and/or minor child and that the current transaction is an arms-length transaction in that purchaser is no relation to the sellers. In the event this is not a true statement the company reserves the right to make additional requirements.

9. Proof of payment of taxes for the year(s) 2021.

10. Evidence satisfactory to the Company must be furnished showing:.
    a. Releases should be obtained for any lien(s) shown on the motor vehicle certificate(s) of title.
    b. The new lender should be added to the certificate of title as a lienholder and the new lien registered in accord with Section 319.27 F.S.
    c. The mortgage should identify the mobile home with the following: Manufacturer, name, make, and model, and the VIN number.
    d. The title policies you issue should reference the mobile home or vehicle identification number(s) (VIN) as part of the description in Schedule A.

11. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.

12. NOTE: A search of the public records reveals no open mortgage. Closer should confirm with owner that property is free and clear.

INFORMATIONAL NOTES - SCHEDULE B - PART I
(a) TAXES:
2021 Ad Valorem Taxes and Assessments in the amount of $1,008.43 are showing as Due
Tax Id/UPI No. 21-44-22-09-00000.0150
(b) The recording information of vesting instruments affecting title of said Land(s) recorded within 24 months of the effective date of this report is/are as follows:
None of Record
We note the following conveyance documents:
Deed Type: Warranty Deed
Grantors: Virginia E. Curtis and Mac L. Curtis, Husband and Wife
Grantees: Joseph F. Hopkins, Jr
Instrument: 2006000114091
Dated: March 3, 2006
Recorded Date: March 17, 2006
Consideration: $10.00
Deed Type: Warranty Deed
Grantors: Lloyd B. Liebert and Grace C. Liebert, His Wife
Grantees: Mac L. Curtis and Virginia E. Curtis, His Wife
Dated: March 22, 1983
Recorded Date: April 8, 1983
Consideration: $10.00
Book: (book) 1665
Page: (page) 3297
(c) The Company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.
(d) A search of the name(s) of the vestee(s) herein on the Office of Foreign Assets Control (OFAC) site disclosed:
NO MATTERS FOUND
(e) Bankruptcy Search the name(s) of the vestee(s) herein revealed the following matter(s):
NO MATTERS FOUND
(f) Copies of the following Documents have been hyperlinked for your convenience:
B-I Copies click here

SCHEDULE B, PART II

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

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. 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 Commitment.

2. Any rights, interests or claims of parties in possession not shown by the public records.

3. Easements or claims of easements not shown by the public records.

4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term encroachment includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.

5. Any lien, or right to a lien, for services, labor, materials or equipment in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy.

6. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

7. Any adverse ownership claim by right of sovereignty to any portion of the lands insured hereunder, including tidelands, submerged, filled and artificially exposed lands and lands accreted to such lands or dispute as to the boundaries purportedly caused by a change in the location of any water body within or adjacent to the land.

8. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges by any water, sewer or gas systems supplying the insured land.

9. Easement and the rights of other to use said easement as set forth in Warranty Deed recorded in Official Records Book 4848, Page 192.

10. Easement recorded in Official Records Book 448, Page 270.

11. The insured land shall not include any mobile home or manufactured housing unit which may be affixed to the land.

12. Any minerals or mineral rights leased, granted or retained by current or prior owners.

EXHIBIT “A”

PROPERTY DESCRIPTION

THE NORTH ONE-HALF (N 1/2) OF PARCEL # 15 IN THE SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 44 SOUTH, RANGE 22 EAST, COUNTY OF LEE, STATE OF FLORIDA, BEING ALSO DESCRIBED AS THE NORTH 114 FEET OF THE EAST 100 FEET OF THE WEST 600 FEET OF THE NORTH 3/4 OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LYING SOUTH OF A LINE WHICH IS PARALLEL TO AND 278 FEET SOUTH OF THE NORTH LINE OF SAID FRACTION OF A SECTION.

TOGETHER WITH AN EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE SOUTH 50 FEET OF THE NORTH 278 FEET OF SAID FRACTION OF A SECTION EXTENDING FROM THE WEST LINE OF THE ABOVE-DESCRIBED LOT EASTERLY TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 767 (FORMERLY NO. 183).

NOTES FOR INFORMATION PURPOSES ONLY:

(a) All of the recording information contained herein refers to the Public Records of Lee County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

(b) As to all restrictions set forth above, the following is added: “but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenants(s): (a) is/are exempt under Chapter 42, Section 3607 of the United State Code; or (b) relates to a handicap, but does not discriminate against handicapped persons.”

(c) 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 WFG National Title Insurance Company, 12909 SW 68th Parkway, #350, Portland, OR 97223 Telephone number (800-334-8885)

(d) Items 2 and 5 of Schedule B-II of this Commitment will be deleted from any policies issued pursuant thereto, upon the Company's review and acceptance of an Affidavit of Possession and No Liens, and the Company's review of the potential exposure of construction liens. The Company reserves the right to exclude from coverage matters disclosed by the Affidavit or discovered in the Company's review of the potential exposure for construction liens and to make such additional requirements as it may deem necessary.

(e) Items 3 and 4 of Schedule B-II of this Commitment will be deleted from any policies issued pursuant thereto, upon being provided a survey meeting the company's requirements. If such survey reveals any encroachments, overlaps, boundary line issues or other adverse matters, they will appear as exceptions in any policies to be issued based upon this commitment.

(f) A search commencing with the effective date hereof will be performed prior to closing this transaction. If this search reveals an objection or title defect, an endorsement will be issued requiring that said objection or defect be cleared before closing. Item 1 of Schedule B-II (GAP Exception) will be deleted pursuant to Sec. 627.7841, F.S.

(g) If applicable, Standard ALTA 8.1-06, 4.1-06, 5.1-06, Florida Form 9-06 Endorsements, or any other Florida approved endorsement that may apply will be attached to and made a part of the final loan policy.

(h) Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.

NOTICE:

A. Claims against the Company under the commitment or policy must be based solely on contract

B. A Commitment is not an abstract of title, a report on the condition of the property, a legal opinion, an opinion of title, or other representation regarding the status of title.

C. The procedures used to determine insurability, including search and exam, are performed solely for the benefit of the Company, and do not create any extra-contractual liability to any person including the insured.