

**COMMITMENT SCHEDULE A**

**EFFECTIVE DATE: February 14, 2007 at 5:00 PM**

**Inquires should be directed to:**

**Bartlett & Deal, P.A.  
135 Professional Drive  
Suite 101  
Ponte Vedra Beach, Florida 32082**

- 1. Policies to be issued:** **Amount**
- ALTA Owner's Policy - (10-17-92) with Florida Modifications** **\$1,500,000.00**

**Proposed Insured:**

**A NATURAL PERSON OR LEGAL ENTITY TO BE DESIGNATED**

- 2. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

**Fee Simple**

- 3. Title to said estate or interest in said land is at the effective date hereof vested in:**

**WILLIAM D. MILES, JR. and SUZANNE P. MILES, husband and wife**

- 4. The land referred to in this Commitment is described as follows:**

**A PART OF THE BEN CHAIRES GRANT, SECTION 51, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 51 WITH THE EAST RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY AS RECORDED IN MAP BOOK 4, PAGE 73, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 26 DEGREES 43 MINUTES 00 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1611.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 26 DEGREES 43 MINUTES 00 SECONDS EAST, ALONG SAID EAST RIGHT OF WAY LINE, 100.00 FEET; THENCE NORTH 63 DEGREES 17 MINUTES 00 SECONDS EAST, 244.69 FEET TO THE WEST RIGHT OF WAY LINE OF ROSCOE BOULEVARD SOUTH (STATE ROAD NO. S-210-A, A 66 FOOT RIGHT OF WAY); THENCE NORTH 26 DEGREES 25 MINUTES 00 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY LINE, 100.00 FEET; THENCE SOUTH 63 DEGREES 17 MINUTES 00 SECONDS WEST, 245.22 FEET TO THE POINT OF BEGINNING.**

**END OF SCHEDULE A**

**Reg. D 0012 Rev. 01-05 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."**

**STEWART TITLE  
GUARANTY COMPANY**

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**COMMITMENT NO.: 144029**

**FILE NO.: 144029**

**Reg. D 0012 Rev. 01-05 "This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."**

**STEWART TITLE  
GUARANTY COMPANY**

**COMMITMENT SCHEDULE B-I**

The following are the requirements to be complied with:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
1. Warranty Deed from WILLIAM D. MILES, JR. and SUZANNE P. MILES, husband and wife to A NATURAL PERSON OR LEGAL ENTITY TO BE DESIGNATED conveying caption property.
  2. Approval to issue overlimits policy must be obtained from senior underwriting personnel. NOTE: The Company reserves the right to make additional requirements hereunder.
  3. Satisfaction of that certain Mortgage from Mortgage from WILLIAM D. MILES JR. and SUZANNE P. MILES, husband and wife to HOMESOUTH MORTGAGE CORP. dated February 11, 2005 and recorded February 28, 2005 at 8:57 AM in Official Records Volume 2382, page 1292 of the public records of St Johns County, Florida, securing \$880,000.00.
  4. Satisfaction of that certain Mortgage from WILLIAM D. MILES, JR. aka WILLIAM DANNY MILES aka WILLIAM MILES and SUZANNE P. MILES, husband and wife, to JAX FEDERAL CREDIT UNION, dated September 28, 2006 and recorded October 16, 2006 in Official Records Volume 2800, page 364 of the public records of St. Johns County, Florida, securing \$350,000.00.

NOTE: Taxes for the year 2006 are PAID under RE #069330-0020, Gross Amount \$15,260.45, Homestead Exemption was allowed, Assessed Value \$982,590.00.

B. Affidavit from the seller and the borrower stating:

1. That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.
2. That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.
3. A sample form of this affidavit is attached.

- C. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insurer or its agent.
- D. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insurer or its agent.

**END OF SCHEDULE B - SECTION I**

Reg. D 0012 Rev. 01-05 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

**STEWART TITLE  
GUARANTY COMPANY**