



CHICAGO TITLE INSURANCE COMPANY

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 EXTRACTIONAL 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 Policy Amount 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.

CHICAGO TITLE INSURANCE COMPANY

By:

[Signature]
ATTEST *[Signature]*
President Secretary

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72C165B17

ALTA Commitment for Title Insurance 8-1-16 w- KY Mod

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Collier Title Company, LLC
Issuing Office: 232 W. Poplar Street, Elizabethtown, KY 42701
ALTA® Universal ID: 0050211
Loan ID Number:
Commitment Number: 162-00-08-007
Issuing Office File Number: 35732 / amr
Property Address: (No Street Number) Ireland School Road & Forest Trace, Radcliff, KY 40160
Revision Number:

SCHEDULE A

1. Commitment Date: June 05, 2018 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: Proposed Purchaser
Proposed Policy Amount: TBD
 - (b) 2006 ALTA® Loan Policy
Proposed Insured: To be determined
Proposed Policy Amount: TBD
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 Commitment Date hereof vested in: Cheryl Hepp Basham as Successor Trustee of the Jacob J. Hepp Revocable Living Trust dtd January 13, 2004, and Cheryl Hepp Basham as Successor Trustee of the Wilma E. Hepp Revocable Living Trust, dtd January 13, 2004,
5. The Land is described as follows:

BEING LOTS 7, 8, 11 and 12, of Lora Acres Subdivision, Section 1, as per plat of same of record in Plat Cabinet 1, Sheet 2420, in the office of the Clerk of Hardin County, Kentucky.

Title derived by Jacob J. Hepp, Trustee of the Jacob J. Hepp Revocable Living Trust and Wilma E. Hepp, Trustee of the Wilma E. Hepp Revocable Living Trust, from Jacob J. Hepp and Wilma E. Hepp, husband and wife, by Deed dated January 13, 2004, of record in Deed Book 1102, Page 33, in the office of the Hardin County Clerk.

CHICAGO TITLE INSURANCE COMPANY

Lois R. Hardesty

Lois R. Hardesty, Authorized Signatory

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File No. 35732

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**SCHEDULE B, PART I
Requirements**

File No.: 35732

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.
5. Instruments creating the estate or interest to be certified or insured must be executed and/or filed for record, to-wit:
 - a. Deed from Cheryl Hepp Basham as Successor Trustee of the Jacob J. Hepp Revocable Living Trust and Cheryl Hepp Basham as Successor Trustee of the Wilma E. Hepp Revocable Living Trust, to Proposed Purchaser conveying the premises described in Schedule A hereof in fee simple, free and unencumbered. **Note: Your title company requires a copy of this deed for review prior to closing.**
6. Pay the full consideration to, or for the account of, the grantors or mortgagors.
7. Pay all taxes, charges and assessments levied against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
9. Secure for review by the title company authorization/resolution of the officers, members, managers, partners, executors, administrators, trustees or attorneys in fact to execute the documents.

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**SCHEDULE B, PART II
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. 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. Rights or claims of parties in possession not shown by the public records.
3. 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.
4. Easements or claims of easements not shown by the public records.
5. 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.

Note: Any Owner's Policy issued by Collier Title Services, Inc. will contain under Schedule B the the four (4) Exceptions set forth immediately above. Any Loan Policy will contain said exceptions unless a satisfactory survey is furnished, and a mechanics lien exception will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid. A Short Form Loan Policy for a 1-4 family residential property on a lot in a platted subdivision will not contain a survey exception.

6. Hardin County taxes and assessments for the year 2018 and subsequent years constitute a lien against this property not yet due and payable. Map I.D. #162-00-08-007; Tax Code: (00) County only; Tax Assessment: \$48,200.00; Exemption: \$0.00; FMV: \$48,200.00. **(Lot 7, Lora Acres)**
For informational purposes only:
2017 Hardin County Tax Bill #15079 \$457.58 Date Paid November 28, 2017.

Hardin County taxes and assessments for the year 2018 and subsequent years constitute a lien against this property not yet due and payable. Map I.D. #162-00-08-008; Tax Code: (00) County only; Tax Assessment: \$15,100.00; Exemption: \$0.00; FMV: \$15,100.00. **(Lot 8, Lora Acres)**
For informational purposes only:
2017 Hardin County Tax Bill #15081 \$133.96 Date Paid November 28, 2017.

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Hardin County taxes and assessments for the year 2018 and subsequent years constitute a lien against this property not yet due and payable. Map I.D. #162-00-08-011; Tax Code: (00) County only; Tax Assessment: \$113,200.00; Exemption: \$0.00; FMV: \$113,200.00. **(Lot 11, Lora Acres)**

For informational purposes only:

2017 Hardin County Tax Bill #15084 \$1,034.21 Date Paid November 28, 2017.

Hardin County taxes and assessments for the year 2018 and subsequent years constitute a lien against this property not yet due and payable. Map I.D. #162-00-08-012; Tax Code: (00) County only; Tax Assessment: \$17,100.00; Exemption: \$0.00; FMV: \$17,100.00. **(Lot 12, Lora Acres)**

For informational purposes only:

2017 Hardin County Tax Bill #15080 \$151.70 Date Paid November 28, 2017.

Discounts & Penalties:

- 2% discount - bill paid in November
- Face amount - bill paid in December
- 5% penalty - bill paid in January
- 20% penalty - bill paid February through April 15th

7. Conditions, stipulations, restrictions, building lines and easements, together with incidental rights, as provided for on the recorded Plat of Lora Acres Subdivision, Section 1, of record in Plat Cabinet 1, Sheet 2420, in the office aforesaid.
8. Restrictions of Lora Acres Subdivision, Section 1, recorded in Deed Book 931, page 202, in the aforesaid clerk's office. 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 covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
9. Right of Way Deed dated May 28, 1984, in favor of County of Hardin, for the improvement of a public road known as Ireland School Road, of record in Deed Book 506, Page 251, in the office aforesaid.
10. Right of Way Deed dated June 24, 1960, in favor of Hardin County, for the improvement of a public leading from Highway No. 1500 to Highway No. 220, of record in Deed Book 167, Page 487, in the office aforesaid.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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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.

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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.

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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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