

Commonwealth Land Title Ins Company

**SCHEDULE A**

1. Commitment Date: January 14, 2020 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Own. Policy (06/17/06)  
Proposed Insured: TO BE DETERMINED  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
3230 Edmonton Road: John R. Johnson and Magaret M. Johnson, husband and wife; 0 Millton Church Road: John R. Johnson and Marrgaret Johnson, husband and wfie
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

Lincoln Trail Title Services, Inc.

By: Melvin C. Maddie

106 East Poplar Street, Elizabethtown, KY 42701  
(270) 765-5566

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Ins Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



## Commonwealth Land Title Ins Company

**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.
  1. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
  2. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
  3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  4. Survey satisfactory to the Company to be provided, if survey exceptions are to be deleted.
5. If a Zoning Endorsement is requested, the following is required: A letter from the City and/or County Planning and Zoning Department and/or an ALTA/ACSM survey setting forth Items 2(b)(i-v) from the endorsement and surveyor's certification that there are no violations.
6. 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 and exceptions.
7. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
8. General Warranty Deed from John R. Johnson and Margaret M. Johnson, husband and wife, conveying subject property only to TO BE DETERMINED in fee simple, free and unencumbered.
9. Pay and have released of record Mortgage from John R. Johnson and Margaret Johnson, husband and wife, to Bank of Columbia, dated September 26, 2006, recorded in Mortgage Book 256, page 585, in the Office aforesaid, mortgaging subject properties only to secure \$146,554.07, open-end up to \$276,250.00.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Ins Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



**SCHEDULE B**  
(Continued)

10. Pay and have released of record Mortgage from John R. Johnson and Margaret Johnson, husband and wife, to Bank of Columbia, dated July 25, 2018, recorded in Mortgage Book 363, page 023, in the Office aforesaid, mortgaging subject property only to secure \$19,302.08, open-end up to \$310,000.00.
11. Pay 2019 State, County and School Tax Bill #6743 in the amount of \$765.03 by April, 2020.
12. Pay 2019 State, County and School Tax Bill #6744 in the amount of \$109.95 by April, 2020.

**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. Taxes and assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the county in which the land is situated, including, but not limited to, reassessment and recapture by way of CAUV, Homestead or similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
3. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based upon race, color, religion, sex handicap, familial status, national origin or other categories that may from time-to-time be deemed to be protected classes, are hereby omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) related to handicap, but does not discriminate against handicapped people.
4. Any inaccuracy in the specific quantity of acreage and/or dimension contained on any survey, if any, or contained within the legal description of the premises insured herein.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Ins Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



**SCHEDULE B**  
(Continued)

5. 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.
6. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
7. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
8. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
9. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
10. 2020 State, County, and School Taxes constitute a lien against subject property, but are not now due and payable. According to the Tax Valuation records, PVA #021-00-00-017.00 & 017.05 are assigned to subject properties and the 2020 assessments for tax purposes are shown at this time as \$55,000.00 Taxable (\$94,300.00 FMV Less Exemption of \$39,300.00) and \$7,900.00, respectively.
11. Right of Way Deed of record in Deed Book 273, Page 306, in the Office aforesaid.
12. Right of Way Deed of record in Deed Book 261, Page 673, in the Office aforesaid.
13. Existing easements for public roads and public utilities now in use.
14. Rights of way for underground utilities.
15. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
16. Covenants, conditions and restrictions, if any, appearing in the public records.
17. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
18. Any easements or servitudes, including, but not limited to boundary line agreements, plats and homeowners assessments, common areas, party wall and riparian interests appearing in the public records.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Ins Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



Commonwealth Land Title Ins Company

Commitment Number: TBD3230

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

## EXHIBIT "A"

### Legal Description

#### 3230 EDMONTON ROAD

A certain parcel of land located in the Commonwealth of Kentucky, County of Adair, Community of Gradyville, 27,000 feet West-southwest from the county court house, being that portion of Tract I and Tract II of two tracts conveyed to William B. Walker from William R. Walker, Jr. and Mary Evelyn Walker by Deed dated the 30th day of April, 1985, of record in Deed Book 152 on Page 264, and being Tract 1 as shown on plat of record in Plat Book 2 on page 11, more specifically described, to-wit:

Beginning seven hundred eighty (780) feet west from the intersection of Highway '959' and on the northern right of way of Highway '80' at the center of Billy Walker Road situated at approximate Kentucky South Zone Coordinate 2 103 200, 270 700 (Gradyville Quadrangle); thence South 79 degrees 04 minutes West for a distance of 502.6 feet with the right of way to a corner post on same; thence North 30 degrees 23 minutes West for a distance of 891.1 feet leaving the right of way with a 64.21 acres tract (Tract # 9) to a point between a Hackberry and a Walnut Tree; thence North 29 degrees 10 minutes West for a distance of 346.0 feet continuing with same to an iron pin in the Texas Eastern pipeline right of way; thence North 38 degrees 30 minutes West for a distance of 416.9 feet to an 8" Hackberry on the southwest side of a farm road; thence North 44 degrees 10 minutes East for a distance of 58.1 feet crossing the farm road to an iron pin set at the end of a fence line; thence North 37 degrees 14 minutes West for a distance of 1146.4 feet with the fence line to an iron pin set in the boundary line fence; thence North 58 degrees 20 minutes East for a distance of 945.4 feet with Perry L. Newby (Deed Book 163, Page 265) to a gate hinge post in said boundary line; thence South 29 degrees 59 minutes East for a distance of 317.3 feet with a 19.35 acres division (Tract # 8) to a large tree; thence South 27 degrees 49 minutes East for a distance of 342.9 feet to another tree, corner to same; thence South 32 degrees 27 minutes East for a distance of 247.3 feet to the end post of a fence on the west side of a farm road, the southwest corner of said Tract # 8; thence North 57 degrees 49 minutes East for a distance of 560.9 feet with same to a point in the fence line; thence North 56 degrees 40 minutes East for a distance of 222.0 feet to a post in said line; thence North 37 degrees 52 minutes East for a distance of 187.5 feet to an Elm Tree in the corner of the fence and on the southwest side of Highway '959'; thence South 28 degrees 59 minutes East for a distance of 618.2 feet with the highway right of way and crossing the afore referenced gas line easement and a branch to an iron pin, the northeast corner of a 2.14 acres parcel (Tract # 7); thence South 66 degrees 39 minutes West for a distance of 84.5 feet leaving the right of way with Tract # 7 to an iron pin set in a cross fence; thence South 14 degrees 15 minutes East for a distance of 336.3 feet to a corner post in the common fence line; thence South 01 degrees 02 minutes West for a distance of 242.1 feet to a post in same; thence South 74 degrees 59 minutes East for a distance of 25.5 feet crossing a drain to the corner of another fence line; thence North 68 degrees 33 minutes East for a distance of 254.1 feet to a corner post at the southeastern corner of Tract # 7 on the right of way of Highway '959'; thence South 25 degrees 35 minutes East for a distance of 305.4 feet with the right of way; thence South 06 degrees 43 minutes East for a distance of 68.6 feet; thence South 00 degrees 35 minutes East for a distance of 386.1 feet; thence South 05 degrees 32 minutes East for a distance of 116.9 feet to an iron pin on said right of way; thence South 75 degrees 55 minutes West for a distance of 254.7 feet with a 2.33 acres parcel (Tract # 5) to an iron pin; thence South 75 degrees 55 minutes West for a distance of 606.6 feet with a 3.51 acres parcel (Tract # 6) and passing one foot northerly from the northern side of a water basin to an iron pin; thence South 73 degrees 06 minutes East for a distance of 482.0 feet to a point in the center of Billy Walker Road; thence North 73 degrees 06 minutes West

### Legal Description, continued

for a distance of 482.0 feet PC FNCLN; thence South 75 degrees 55 minutes West for a distance of 29.0 feet to a point in the center of Billy Walker Road; thence South 18 degrees 48 minutes East for a distance of 228.4 feet to a point at the southwest corner of Tract # 6; thence South 18 degrees 46 minutes East for a distance of 210.5 feet to the point of Beginning, Encompassing a Computed 88.92 acres, as determined by survey of Phipps & Associates completed this 27th day of March, 1995.

Being the same property conveyed to John R. Johnson and Margaret M. Johnson, husband and wife, by Deed dated May 04, 1995, of record in Deed Book 206, Page 474, in the Office of the Clerk of Adair County, Kentucky.

### 0 MILLTOWN CHURCH ROAD

A certain parcel of land located in the Commonwealth of Kentucky, County of Adair, Community of Gradyville, 27,000 feet west-southwest from the county court house, being that portion of Tract II of two tracts conveyed to William B. Walker from William R. Walker, Jr. and Mary Evelyn Walker by Deed dated the 30th day of April 1985, of recorded in Deed Book 152 on Page 264, and being Tract 8 as shown on plat of record in Plat Book 2 on Page 11, more specifically described, to-wit:

Beginning one-half (5/10) mile northerly from Highway '80' and on the west side of Highway '959' on an Elm Tree fence corner situated at approximate Kentucky south Zone Coordinate 2 103 200, 273 200 (Gradyville Quadrangle); thence South 37 degrees 52 minutes West for a distance of 187.5 feet with Tract #1 to a Locust fence corner; thence south 56 degrees 40 minutes West for a distance of 222.0 feet to a post in the fence line; thence South 57 degrees 49 minutes West for a distance of 560.9 feet to a post at the end of another fence in Tract #1; thence North 32 degrees 27 minutes West for a distance of 247.3 feet to a tree; thence North 27 degrees 49 minutes West for a distance of 342.9 feet to another tree; thence North 29 degrees 59 minutes West for a distance of 317.3 feet to a gate hinge post, a common corner with said 88.92 acres Tract #1 in Perry L. Newby's line) Deed Book 163, Page 256); thence North 56 degrees 13 minutes East for a distance of 881.3 feet with Newby and crossing the Texas Eastern pipeline to a 6" Cherry on the westernmost side of Highway '959'; thence South 34 degrees 55 minutes East for a distance of 863.5 feet with the right of way and crossing the afore referenced pipe line to the point of Beginning, Encompassing a Computed 19.35 ACRES as determined by survey of Phipps & Associates completed this 27th day of March, 1995.

Together with and subject to covenants, easements and restrictions of record. (Timothy A. Phipps, RLS 2488, Phipps & Associates.

Being the same property conveyed to John R. Johnson and Margaret M. Johnson, husband and wife, by Deed dated August 21, 1995, of record in Deed Book 209, Page 55, in the Office of the Clerk of Adair County, Kentucky.