

First American Title Insurance Company

File No: AT193001307PM

Revision Number:: PAM-SC-274099-1-1; Rev 5
Transaction Identification Data for reference only:
Issuing Agent: BridgeTrust Title Group
Issuing Office: One Columbus Center, Suite 400, Virginia Beach, VA 23462
Issuing Office's ALTA Registry ID: 0046502
Loan ID Number: 9530776449
Commitment Number: AT193001307PM
Property Address: 40997 Highway 58, Lacrosse, VA 23950
Issue Date: June 18, 2020 at 10:40 am
Revision Number:: PAM-SC-274099-1-1; Rev 5

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

- 1. Commitment Date: June 18, 2020, 8:00 am
2. Policy to be issued:
(a) 2006 ALTA Owner Policy
Proposed Insured: Branch Banking and Trust Company
Proposed Policy Amount: \$100,000.00
(b) N/A
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment and to be insured is: Fee Simple
4. The Title is, at the Commitment Date, vested in:
D. Ray Kidd and Sandra R. Kidd
5. The Land is described as follows:
See Exhibit "A" attached hereto and made a part hereof.

Countersigned:
BridgeTrust Title Group
One Columbus Center, Suite 400
Virginia Beach, VA 23462
Phone: 757-671-7413

Handwritten signature of authorized signatory

By \_\_\_\_\_
Authorized Signatory

(With Virginia modifications)

Adopted 08-01-2016
Technical Corrections 04-02-2018

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

Revision Number:: PAM-SC-274099-1-1; Rev 5

**EXHIBIT "A"**

**All that certain tract or parcel of land situate in Lacrosse Magisterial District, Mecklenburg County, Virginia, and shown as containing 7.33 acres on a certain plat prepared by Julian E. Moore, CLS, dated May 7, 1987, of record in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia, in Deed Book 353, Page 69.**

**It being the same property conveyed to D. Ray Kidd and Sandra R. Kidd by Deed of Guy Hargrave, dated June 15, 1990, and recorded June 25, 1990 in the Clerk's Office of the Circuit Court, Mecklenburg County, Virginia, in Deed Book 393, Page 669.**

*For Informational Purposes Only:*

**Property Address: 40997 Highway 58, Lacrosse, VA 23950**

**Tax ID: 99A116**

*(With Virginia modifications)*

*Adopted 08-01-2016  
Technical Corrections 04-02-2018*

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

**Page 2 of 10**

Revision Number:: PAM-SC-274099-1-1; Rev 5

**COMMITMENT FOR TITLE INSURANCE****SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

- a. 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.
- b. Pay the agreed amount for the estate or interest to be insured.
- c. Pay the premiums, fees, and charges for the Policy to the Company.
- d. 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.
  - i. **Proper foreclosure of the Credit Line Deed of Trust dated November 21, 2006 from C & K Homes, Inc. f/k/a C & K Mobile Home Sales, Inc., D. Ray Kidd and Sandra R. Kidd, to BB&T-VA Collateral Service Corporation, Trustees for Branch Banking and Trust Company of Virginia securing \$172,250.00 recorded November 21, 2006, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia as Instrument No. 060006800. Substitution of Trustee recorded April 3, 2019 in said Clerk's Office as Instrument No. 190001069 appointing Bryson J. Hunter, Peter M. Pearl, F.B. Webster Day.**
  - ii. **Duly authorized Special Warranty Deed from the trustee, vesting simple title to (to be determined)**
- e. **If applicable, certification from the Trustee that proper notice was given to the Internal Revenue Service of the pending foreclosure pursuant to Section 7425 (c) of the Internal Revenue Code. NOTE: Upon receipt of waiver from the Internal Revenue Service or expiration of statutory lien period, said judgment(s) will not appear on final policy. As of the effective date of this commitment, the following IRS liens are of record: NONE**
- f. **Furnish Company with Trustees Certification and/or Final Accounting that the foreclosure proceedings were conducted in accordance with the terms and provisions of the Deed of Trust, the Statutes of Virginia and Federal Statutes, including due process and the Service members Civil Relief Act, Evidence that the Trustee or Substitute Trustee complied with 15.2-979 of the Code of Virginia and gave notice after the sale of the land to the chief administrative officer or designee of the locality in which the land is located and gave notice to any applicable common interest community association, within 60 days of sale, if appropriate.**

*(With Virginia modifications)**Adopted 08-01-2016  
Technical Corrections 04-02-2018*

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

Page 3 of 10

Revision Number:: PAM-SC-274099-1-1; Rev 5

- g. In the event that property owner has filed bankruptcy, we must be furnished with a certified copy of the order from the Bankruptcy Court releasing any automatic stay for the bankruptcy of D. Ray Kidd aka Dennis Ray Kidd and Sandra R. Kidd fka Sandra R. House and permitting foreclosure, or a final order discharging the bankrupts and terminating the proceeding.**
- h. Upon proper foreclosure and notification of the Deed of Trust as described in Schedule B, Section 1, the following liens will not appear on the final title policy:**
- (a) Credit Line Deed of Trust dated November 21, 2006 from C & K Homes, Inc. f/k/a C & K Mobile Home Sales, Inc., D. Ray Kidd and Sandra R. Kidd, to BB&T-VA Collateral Service Corporation, Trustees for Branch Banking and Trust Company of Virginia securing \$149,500.00 recorded November 21, 2006, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia as Instrument No. 060006801.**
- (b) Credit Line Deed of Trust dated May 17, 2007 from D. Ray Kidd and Sandra R. Kidd, to BB&T-VA Collateral Service Corporation, Trustees for Branch Banking and Trust Company securing \$50,000.00 recorded May 18, 2007, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia as Instrument No. 070002751.**
- (c) Commercial Real Estate Credit Line Deed of Trust dated January 23, 2018 from D. Ray Kidd aka Dennis Ray Kidd and Sandra R. Kidd fka Sandra R. House, to Jay A. Stafford, Trustees for Benchmark Community Bank securing \$237,000.00 recorded January 24, 2018, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia as Instrument No. 180000186. Assignment of Leases and Rents recorded January 24, 2018, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia as Instrument No. 180000187. Appointment of Substitution of Trustee recorded January 25, 2019 in said Clerk's office as Instrument No. 190000246 appointing Robert E. Hawthorne.**
- (d) Judgment - Debtor/Defendant - Sandra R. Kidd, 2515 Governor Harrison Pkwy Brodnax VA 23290 2654; Creditor/Plaintiff - Branch Banking and Trust Company; dated September 13, 2018; recorded October 18, 2018 in Judgment No. 180001005, in the original amount of \$151,457.19, plus interest, costs and attorney's fees.**
- (e) Judgment - Debtor/Defendant - Dennis Ray Kidd, 2515 Governor Harrison Pkwy Brodnax VA 23290 2654; Creditor/Plaintiff - Branch Banking and Trust Company; dated September 13, 2018; recorded October 18, 2018 in Judgment No. 180001006, in the original amount of \$151,457.19, plus interest, costs and attorney's fees.**
- (f) Judgment - Debtors/Defendants - C&K Homes, Inc. and Dennis R. Kidd; Creditor/Plaintiff - Wells Fargo Commercial Distribution Finance, LLC; dated November 28, 2018; recorded November 29, 2018 in Judgment No. 180001806, in the original amount of \$72,783.93, plus interest, costs and attorney's fees.**

*(With Virginia modifications)*

*Adopted 08-01-206  
Technical Corrections 04-02-2018*

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

Page 4 of 10

Revision Number:: PAM-SC-274099-1-1; Rev 5

**REAL ESTATE TAX INFORMATION; *For Informational Purposes Only***

**Address:** 40997 Highway 58, Lacrosse, VA 23950

**Map No.** 99 A 116

**PRN No.** 28317

**Assessment for 2019/2020**

**Land Assessment:** \$110,000.00

**Building Assessment:** \$127,100.00

**Total Assessment:** \$237,100.00

**Annual Assessment:** \$968.94

**Semi-Annual** \$484.47

**Paid thru the second half of the Fiscal Year 2019/2020.**

***NOTE: Real Estate Taxes due on Dec. 5th (1st half) & June 5th (2nd half)***

**\*\*END OF SCHEDULE B, PART I\*\***

*(With Virginia modifications)*

Adopted 08-01-206  
Technical Corrections 04-02-2018

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

Page 5 of 10

**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, including 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.

**1. Standard Exceptions: APPLIES TO OWNERS POLICY ONLY**

**(a) Rights or claims of parties in possession not shown by the public records.**

**(b) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land. The coverage afforded by covered matter 2(c) of the final title policy is hereby deleted.**

**(c) Easements or claims of easements not shown by the public records.**

**(d) 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.**

**(e) Taxes or special assessments which are not shown as existing liens by the public records.**

**2. Real Estate taxes accruing from the beginning of the first half of the fiscal year 2020-2021, and subsequent semi-annual payments, not yet due and payable.**

**3. Storm Water taxes, not yet due and payable.**

**4. The Company does not insure the area, square footage or acreage of the Land shown in the description set forth in Schedule A hereof, referenced on any recorded or unrecorded dedication or subdivision plat or shown on any plat of survey.**

**5. Riparian rights of others incident to the premises. Title to that portion of the property located below the mean high water mark.**

*(With Virginia modifications)*

*Adopted 08-01-2016  
Technical Corrections 04-02-2018*

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

**Page 6 of 10**

6. **Construction Credit Line Deed of Trust dated June 10, 2005 from Dennis R. Kidd and Sandra Kidd, to BB&T-VA Collateral Service Corporation, Trustees for Branch Banking and Trust Company of Virginia securing \$91,000.00 recorded June 13, 2005, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia as Instrument No. 050003442.**
7. **Easement(s) to Home Telephone and Telegraph Company of Virginia recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia in Deed Book 105, at page 102 and in Deed Book 201, at page 435.**
8. **Terms, conditions, easements and/or rights of way contained in Certificate recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia in Deed Book 195, at page 424 as affected by Report of Commissioners recorded in Deed Book 204, at page 398.**
9. **Terms, conditions, easements and/or rights of way contained in Agreement recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia in Deed Book 399, at page 788.**
10. **Terms and conditions of an affidavit recorded in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia in Deed Book 327, at page 87.**

**\*\*END OF SCHEDULE B, PART II\*\***

*(With Virginia modifications)*

*Adopted 08-01-206  
Technical Corrections 04-02-2018*

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

**Page 7 of 10**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
First American 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, *First American Title Insurance Company*, a Nebraska 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 six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**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.

Adopted 08-01-2016  
Technical Corrections 04-02-2018

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

Page 8 of 10



- (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;
  - (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**

*(With Virginia modifications)*

*Adopted 08-01-2016  
Technical Corrections 04-02-2018*

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

Page 9 of 10

- (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 .
- (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.

*(With Virginia modifications)*

*Adapted 08-01-2016  
Technical Corrections 04-02-2018*

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

**Page 10 of 10**