

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Transnation Title Agency of MI Mason Burgess Division, LLC

Issuing Office: 5402 Gateway Centre, Suite A, Flint, MI 48507

Issuing Office's ALTA Registry ID: 1108809

Commitment Number: 451282FLTS

Issuing Office File Number: 451282FLTS

Property Address: 1703 Columbus Ave, Bay City, MI 48708

Revision Number: Revision No. 1

SCHEDULE A COMMITMENT

1. Commitment Date: April 14, 2026 at 8:00 am

2. Policy to be issued:

2021 ALTA Owner's Policy

Proposed Insured: TBD

Proposed Amount of Insurance: See Requirement No. 5

The estate or interest to be insured: Fee Simple

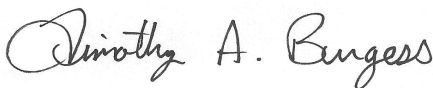
3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in:

Attorney Charles Bullock, solely in his capacity as receiver for Brandy Enterprises, LLC, a Michigan limited liability company [Vesting Document](#)

5. The Land is described as follows:

Located in the City of Bay City, County of Bay, State of Michigan,
SEE ATTACHED EXHIBIT "A"



Timothy A. Burgess



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Exhibit "A"

The South 1/2 of Lots 20 and 21, Except of piece of land 50 feet East and West by 110 feet North and South in the Southeast corner of Lot 21, Subdivision of Out Lot 16 in the Fraser, Fitzhugh, Birney and Walkers Addition to Bay City, Bay County, Michigan as per plat thereof recorded in Liber 1 of Plats, Page 17 of Bay County Records.

The South 71 feet of the East 48.43 feet of Lot 19, Subdivision of Out Lot 16, in Fraser, Fitzhugh, Birney and Walkers Addition to Bay City, Bay County, Michigan, as per plat thereof recorded in Liber 1 of Plats, Page 17 of Bay County Records

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SCHEDULE B I COMMITMENT

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.
5. Until the Company is supplied the identity and amount for the Proposed Insured, for the purposes of this commitment the Proposed Insured will be Attorney Charles Bullock, solely in his capacity as receiver for Brandy Enterprises, LLC, a Michigan limited liability company or its assignee or nominee and the proposed Policy Amount is limited to \$10,000.00. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. This commitment may be subject to such further requirements as may be deemed necessary.
6. Submit to the Company a copy of the Complaint and all Counter Complaints in Case No. 24-3749-CB in the Circuit Court for the County of Bay, Copoco Community Credit Union, Plaintiff v. Brandy Enterprises, LLC and Nino's Fine Dining, LLC, Defendant(s), a Complaint was filed.
7. Release of Receiver's Claim of Interest Regarding Real Estate in Bay County Court Case No. 24-3749-CB recorded in [Instrument No. 202414033](#).
8. It appears the property is to be sold by a receiver. Please furnish to the Company the following:

Copy of Complaint in Case No. 24-3749-CB
Copy of Motion to Appoint Receiver
Copy of the Motion for sale by Receiver
Copy of Notice of Sale by Receiver
Copy of Proposed Order Authorizing Sale by Receiver

Further requirements may be made upon review of the requested documentation.
9. Warranty Deed from Attorney Charles D. Bullock, solely in his capacity as receiver for Brandy Enterprises, LLC, a Michigan limited liability company to proposed insured.
10. Record a full release of the mortgage,

Dated: February 11, 2020

Mortgagor: Brandy Enterprises, LLC, a Michigan limited liability company

Mortgagee: Copoco Community Credit Union

Recording Date: February 14, 2020

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[Instrument Number: 202002078](#)

11. Record a full release of the mortgage,

Dated: February 11, 2020

Mortgagor: Brandy Enterprises, LLC, a Michigan limited liability company

Mortgagee: Michigan Certified Development Corporation

Recording Date: February 20, 2020

[Instrument Number: 202002211](#). The mortgagee's interest is now held by United States Small Business Administration.

12. Record a release of the Assignment of Third Party Lender Agreement

Executed by: Copoco Community CU

To: Michigan Certified Development Corporation

Recording Date: May 27, 2020

[Instrument Number: 202006925](#)

13. Record a full release of the Assignment of Rents

Executed by: Brandy Enterprises, LLC, a Michigan limited liability company

To: Copoco Community Credit Union

Recording Date: February 14, 2020

[Instrument Number: 202002079](#)

14. Record a full release of the Assignment of Rents

Executed by: Brandy Enterprises, LLC, a Michigan limited liability company

To: Michigan Certified Development Corporation

Recording Date: February 20, 2020

[Instrument Number: 202002212](#). The secured party's interest is now held by United States Small Business Administration.

15. Record a full release of the Assignment of Lease

Executed by: Nino's Fine Dining, LLC, a Michigan limited liability company

To: Michigan Certified Development Corporation

Recording Date: February 20, 2020

[Instrument Number: 202002213](#). The secured party's interest is now held by United States Small Business Administration.

16. Record a full release of the Assignment of Rents

Executed by: Brandy Enterprises, LLC, a Michigan limited liability company

To: Copoco Community Credit Union

Recording Date: February 14, 2020

Instrument Number: 202002082. The secured party's interest is now held by United States Small Business Administration.

17. Record a termination statement terminating the financing statement described below:

Debtor: Brandy Enterprises, LLC

Secured Party: Copoco Community Credit Union

Recording Date: February 14, 2020

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[Instrument Number: 202002080](#)

18. Record a termination statement terminating the financing statement described below:

Debtor: Nino's Fine Dining, LLC, a Michigan limited liability company

Secured Party: Copoco Community Credit Union

Recording Date: February 14, 2020

[Instrument Number: 202002083](#)

19. Termination of Lease between Brandy Enterprises, LLC, a Michigan limited liability company, as lessor, and Nino's Fine Dining, LLC, a Michigan limited liability company, as lessee. Said Lease disclosed in [Instrument No. 202002213](#).

Note for Information: If, per Public Act 201 of 2010, the Land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.

2025 Summer taxes are paid in the amount of \$8,908.24.

2025 Winter taxes are paid in the amount of \$4,799.36. (Included in said tax is a \$175.00 fee for delinquent rental licensing invoice, a \$3,071.76 fee for delinquent water/sewer usage and a \$250.00 fee for Columbus St Mgmt)

2025 State Equalized Value \$201,000.00.

2025 Taxable Value \$157,751.00.

Property located in Bay City Public School District.

Principal Residence Exemption Status for 2025 is 0%.

Permanent Property No. 09-160-027-153-013-00.

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

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SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy Number: 451282FLTS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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 and Claims of parties in possession.
3. Facts which would be disclosed by a comprehensive survey and inspection of the premises.
4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
5. Construction liens not of record.
6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
7. Taxes or special assessments which are not shown as existing liens by The Public Records.
8. The lien, if any, of real estate taxes, assessments, blight tickets, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records, including the lien for taxes, assessments, blight tickets, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the date of Policy. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
9. Rights of the public and of any governmental unit in any part of the Land taken, used or deeded for street, road or highway purposes.

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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • <i>Old Republic Title doesn't jointly market .</i>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC 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, Old Republic National 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Timothy A. Burgess

Authorized Officer or Agent



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

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ORT Form 4757 DA

ALTA Commitment for Title Insurance 2021 v.01.00.

07/01/2021

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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