



**Fidelity National Title**  
Insurance Company

**AMERICAN LAND TITLE ASSOCIATION Commitment for Title Insurance**

Issued by Fidelity 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 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, Fidelity 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 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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.*

Issued through the Office of:  
Clear Choice Title, Inc.  
20668 West Pennsylvania Avenue  
Dunwoody, FL 34431

David Rojas

**Fidelity National Title Insurance Company**

By:   
Michael E. Nolas  
President

ATTN:   
Margie Nemzick  
Secretary



## 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.

### 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.



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- (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.

**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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**Transaction Identification Data for reference only:**

Issuing Agent: Clear Choice Title, Inc.  
Issuing Office: 20668 West Pennsylvania Avenue, Dunnellon, FL 34431  
ALTA® Universal ID:  
Loan ID Number:  
Issuing Office File No.: 22-450TK  
Revision Number:  
Property Address: 5257 Cr 683, Webster, FL 33597

**Schedule A**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 12/13/2022 at 11:00 PM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006 (with Florida Modifications)  
Proposed Insured: Ana Marie Arce Martinez and Javier Mejia Callejas  
Proposed Policy Amount: \$95,000.00
3. The estate or interest in the Land described or referred to in this Commitment is: Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
Tamala James, Freddie James, Jr., Tyrone M. James, Tequila M. James, Frederick L. James, Lakeisha T. James, Candice D. James, Cyntaiza Williams and Keaunte James  
and, as disclosed in the Public Records, has been since 05/04/2022.
5. The Land is described as follows:  
Legal description set forth in Exhibit "A" attached hereto and made a part hereof.

~~Fidelity National Title Insurance Company~~

*Authorized Signatory*

David Rojas, License #: 92995



**Schedule B-I**  
AMERICAN LAND TITLE ASSOCIATION 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.

Warranty Deed from Tamala James, Freddie James, Jr., Tyrone M. James, Tequila M. James, Frederick L. James, Lakeisha T. James, Candice D. James, Cyntaiza Williams and Keaunte James to Ana Marie Arce Martinez and Javier Mejia Callejas.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

5. Proof of payment of any outstanding assessments in favor of Sumter County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Sumter County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. Record in the Public Records a release or satisfaction of the Mortgage in favor of Lendmark Financial Services, Inc. in the original principal amount of \$106,000.00, dated May 23, 2008 and recorded in Official Records Book 1958, Page 328.
8. Record satisfactory Affidavit from Tyrone M. James establishing that he is not one and the same person as any of those persons similarly named in numerous Judgments, Liens as recorded in Official Records Book 2941, Page 57, Official Records Book 2940, Page 736, Official Records Book Official Records Book 2920, Page 573, and/or proceedings recorded in the Public Records of Sumter County, Florida. Said Affidavit must contain the legal description of captioned property.
9. Record satisfactory Affidavit from Fredrick James Jr. establishing that he is not one and the same person as any of those persons similarly named in numerous Judgments, Liens as recorded in Official Records Book 3668, Page 748, Official Records Book 3636, Page 696, Official Records Book 3636, Page 683, Official Records Book 3633, Page 154, Official Records Book 2886, Page 780, Official Records Book 2837, Page 399, and/or proceedings recorded in the Public Records of Sumter County, Florida. Said Affidavit must contain the legal description of captioned property



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10. Record satisfactory Affidavit from Fredrick L. James establishing that he is not one and the same person as any of those persons similarly named in judgment as recorded in Official Records Book 3668, Page 748, and/or proceedings recorded in the Public Records of Sumter County, Florida. Said Affidavit must contain the legal description of captioned property.
11. As to the mobile home located on the Land:
  - A. Obtain the certificate of title for the mobile home (Note: each side has a separate certificate - one for single-wide; two for a double-wide and three for a triple-wide);
  - B. Confirm with the Florida Department of Highway Safety and Motor Vehicles (<https://services.flhsmv.gov/MVCheckWeb/>) the current registration of the mobile and any liens against the title;
  - C. Submit documentation to the State of Florida to:
    1. Transfer the title of the mobile home;
    2. Place the mortgage lien, if any, against the title; and
    3. Obtain release of any security interest encumbering the title.
  - D. Furnish proof of current "RP" sticker; and
  - E. Include the VIN number(s) for the mobile home in any deed or mortgage to be placed on the Land described in Schedule A.

NOTE: If the VIN number(s) for the mobile home physically located on the Land is not the same as the VIN number(s) referenced herein, or no mobile home is currently located on the Land, please contact the production department for possible further requirements.

OR

If the closing instructions require the mobile home title to be retired:

- A. Obtain the certificate of title for the mobile home (Note: each side has a separate certificate - one for single-wide; two for a double-wide and three for a triple-wide);
  - B. Confirm with the Florida Department of Highway Safety and Motor Vehicles (<https://services.flhsmv.gov/MVCheckWeb/>) the current registration of the mobile home and any liens against the title;
  - C. Comply with section 319.261, Fla. Stat.
12. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2022 in the gross amount of \$893.59 under Tax Folio Number: R10A075.
  13. Redemption of Tax Sale Certificate No.# 1530 for unpaid taxes for the year(s) 2021.
  14. NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.
  15. The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.

The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Official Records Book 4262, Page 23 and Official Records Book 2403, Page 522.



**Schedule B-II**  
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**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. 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 form.
2. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:

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.

Rights or claims of parties in possession not shown by the public records.

Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
6. NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

7. NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which



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have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

8. Easement to Sumter Electric Cooperative Inc. recorded in Official Records Book 130, Page 506.
9. Easement and right of way for Public Road recorded in Official Records Book 148, Page 41.
10. Restrictions or reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, as contained in that certain instrument recorded in Deed Book 129, Page 181, Deed Book 147, Page 340, Deed Book 147, Page 373, Official Records Book 100, page 309 of the Public Records of Sumter County, Florida.
11. Restrictions, covenants and conditions contained in instrument, recorded in Deed Book 132, page 118 and Official Records Book 130, page 575 of the Public Records of Sumter County, Florida
12. NOTE: All recording references in this form shall refer to the public records of Sumter County, Florida, unless otherwise noted.





## **Exhibit "A"**

### **Property Description**

Issuing Office File No.: 22-450TK

Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 22 South, Range 21 East, Sumter County, Florida (also known as Lot 75, Unit 5, Royal Oaks Retreats). Subject to 25 foot road easements on North and West side.

Together with that certain 1996 Heritage Doublewide Mobile Home bearing VIN I.D.#FLFLS79A12209HE21 and FLFLS79B12209HE21.