



## COMMITMENT – Schedule A

Transaction Identification Data for reference only:

Issuing Agent: \_\_\_\_\_

Issuing Office: \_\_\_\_\_

ALTA® Universal ID: \_\_\_\_\_

Loan ID Number: \_\_\_\_\_

Commitment Number: \_\_\_\_\_

Issuing Office File Number: 20-007

Property Address: \_\_\_\_\_

Revision Number: \_\_\_\_\_

### SCHEDULE A

1. Commitment Date: April 29, 2020
2. Policy to be issued:
  - (a) OWNER'S: ALTA Owner's Policy (6/17/06).  
Proposed Insured: AUCTION  
Proposed Policy Amount: \$TBD
  - (b) LOAN: ALTA Loan Policy (6/17/06).  
Proposed Insured: AUCTION  
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 estate or interest in the Land is at the Commitment Date vested in: **(Parcel No. 008-00000147-02) – Merle M. Mast, a married person, and Linda Mast, a married person, for their joint lives remainder to the survivor of them, by virtue of a Warranty Deed (Joint and Survivorship) granted by Robert Y. Miller and Amanda Miller, husband and wife, signed and acknowledged June 1, 2011, filed for record June 14, 2011, and recorded in Volume 545, Page 929, Coshocton County Official Records. (Parcel No. 008-00000147-07) – Merle M. Mast and Linda E. Mast, husband and wife, for their joint lives remainder to the survivor of them, by virtue of a Warranty Deed granted by Leroy D. Shetler and Mary Shetler, husband and wife, signed and acknowledged April 15, 2011, filed for record April 18, 2011, and recorded in Volume 542, Page 470, Coshocton County Official Records.**
5. The Land is described as follows:  
See attached Exhibit A.

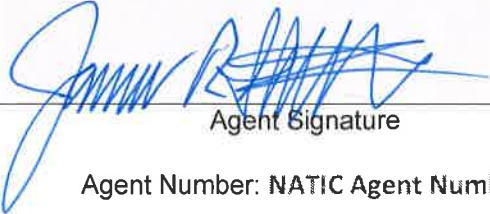


**North American Title Insurance Company**  
1855 Gateway Boulevard, Suite 600 Concord, CA 94520 (800) 374-8475 or (800) 869-3434

## COMMITMENT – Schedule A

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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

James R. Skelton  
Veteran's Title and Closing Services, LLC



Agent Signature

Agent Number: NATIC Agent Number

**North American Title Insurance Company**  
Emilio Fernandez  
*President*

By





**North American Title Insurance Company**  
1855 Gateway Boulevard, Suite 600 Concord, CA 94520 (800) 374-8475 or (800) 869-3434

## COMMITMENT – Schedule B-I

File No.: 20-007

Commitment No.: \_\_\_\_\_

### 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.

See below:

- a) **A properly executed and recorded release of mortgage as referenced in Volume 558, Page 938, Coshocton County Official Records.**
- b) **A properly executed and recorded release of mortgage as referenced in Volume 765, Page 316, Coshocton County Official Records.**
- c) **A properly executed and recorded Warranty Deed from Sellers to Buyer.**
- d) **A properly executed and recorded new mortgage from borrower.**

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Schedule B-I – Requirements – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU.1003

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## **COMMITMENT – Schedule B-I**

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Schedule B-I – Requirements – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU.1003

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# COMMITMENT – Schedule B-II

File No.: 20-007

Commitment No.: \_\_\_\_\_

## 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. 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.
3. Rights or claims of parties in possession not recorded in the Public Records.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Taxes or special assessments required to be paid in the year 2019 and subsequent years.

(Additional Exceptions may be listed here by number)

7. **A mortgage deed granted by Merle M. Mast and Linda E. Mast, aka Linda Mast, husband and wife, unto Amish Helping Fund, signed and acknowledged December 1, 2011, filed for record December 2, 2011, and recorded in Volume 558, Page 938, Coshocton County Official Records, to secure a promissory note in the principal amount of \$175,000.00.**
8. **A mortgage deed granted by Merle M. Mast and Linda E. Mast, aka Linda Mast, no marital status, unto Baltic State Bank, signed and acknowledged June 25, 2018, filed for record July 3, 2018, and recorded in Volume 765, Page 316, Coshocton County Official Records, to secure a promissory note in the principal amount of \$60,000.00.**
9. A pipeline right of way granted by Merle M. Mast and Linda E. Mast, husband and wife, unto Knox Energy Cooperative Association, Inc., signed and acknowledged August 26, 2013, filed for record September 30, 2013, and recorded in Volume 621, Page 725, Coshocton County Official Records.

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Schedule B-II – Exceptions – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU.1003





COMMITMENT – Schedule B-II

- 10. An oil and gas lease between Noah M.A. Miller and Lydia Ann Miller, husband and wife, lessors, and Kin-Ark Oil Company, lessee, signed and acknowledged May 16, 1968, filed for record May 22, 1968, and recorded in Volume 77, Page 571, Coshocton County Lease Records.
TERM: Five (5) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon.
a) There is a notation noted on the face of the lease but no search was made of the same.
11. An oil and gas lease between Noah M. A. Miller and Lydia Ann Miller, husband and wife, lessors, and Mac Oil Co., lessee, signed and acknowledged August 6, 1969, filed for record September 3, 1969, and recorded in Volume 80, Page 246, Coshocton County Lease Records.
TERM: Ten (10) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon.
a) There is a notation noted on the face of the lease but no search was made of the same.
12. An oil and gas lease between Noah M. A. Miller and Lydia Ann Miller, husband and wife, lessors, and The East Ohio Gas Co., lessee, signed and acknowledged June 18, 1980, filed for record July 3, 1980, and recorded in Volume 99, Page 603, Coshocton County Lease Records.
TERM: Five (5) years from January 14, 1981 and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon.
a) There are various notations noted on the face of the lease but no search was made of the same.

13. TREASURER'S TAX DUPLICATE:

Table with 6 columns: Parcel No., Lot/Acre, Land, Bldg., Total, Tax 1/2. Rows include parcel numbers 008-00000147-02 and 008-00000147-07 with corresponding acreage, land values, building values, total values, and tax amounts.

Taxes for the first year 2019 are paid. Taxes for the second year 2019 and thereafter are not yet due or payable and are a lien on the premises.

\*Taxes include a special assessment of \$3.00 per half for the Muskingum Watershed Conservancy District.

7.

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**North American Title Insurance Company**  
1855 Gateway Boulevard, Suite 600 Concord, CA 94520 (800) 374-8475 or (800) 869-3434

## **COMMITMENT – Exhibit A**

See attached Exhibit A.

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Exhibit A – ALTA Commitment for Title Insurance (8/1/16)  
Form: C.GU.1003

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**Veteran's Title and  
Closing Services, LLC**  
309 Main Street, Coshocton, OH 43812  
(740) 622-2011  
(740) 622-0100

STATEMENT OF ACCOUNT

Joseph M. Zeglen, Esq.  
P.O. Box 104  
Baltic, Ohio 43804

April 29, 2020

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REGARDING: Merle & Linda Mast/auction **TOTAL DUE** \$  
(Address: 54429 SR 651, Baltic, OH)

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For all legal services rendered in connection with:

Title Search	\$250.00
Title Commitment	\$100.00
Lender's Title Insurance (\$)	\$
Owner's Title Insurance (\$)	\$
Copies from Coshocton County Recorder	\$ 8.00

**TOTAL AMOUNT DUE \$**



## EXHIBIT "A"

**(Parcel No. 008-00000147-02)**

Situated in the County of Coshocton, in the State of Ohio and in the Township of Crawford:

Being a part of Lot 24 in the 1<sup>st</sup> Quarter of Township 7, Range 5, and being also a part of a 82.491 acre tract heretofore conveyed to Thomas A. and Pamela J. Tetrealt in Deed Volume 363, Page 756 and being more fully described as follows:

Commencing at a 3/4 inch iron pipe found in a stump at the Northeast Corner of Lot 24; thence with the East line of said Lot South 0 degrees 59' 52" West 187.69 feet to a 5/8 inch iron pin found at the most northerly corner of a 4.20 acre tract heretofore conveyed to Harry Limbacher in Deed Volume 261, Page 644; thence with the Northwest line of said tract South 35 degrees 53' 38" West 232.80 feet to a point in Township Road 231; thence leaving said Road south 81 degrees 58' 22" West, 175.91 feet to a point in the center of State Route 651; thence with said Road South 81 degrees 58' 22" West 243.01 feet to a point; thence South 80 degrees 59' 03" West 117.95 feet to a point at the True Place of Beginning for the tract herein described; thence leaving said Road South 13 degrees 52' 05" East, 441.10 feet to a point on the north line of a 14.803 acre tract heretofore conveyed to Emery M. Yoder in Deed Volume 330, Page 157 and passing on line iron pins set at 36.57 feet and 428.03 feet; thence with the North line of said tract South 87 degrees 59' 26" West 253.03 feet to a 5/8 inch iron pin found at the northwest corner of said tract and passing on line a 5/8 inch iron pin found at 23.96 feet; thence North 1 degree 54' 33" East 416.19 feet to a point in the center of State Route 651 and passing on line an iron pin set at 378.02 feet; thence with said Road North 80 degrees 59' 03" East 134.97 feet to the place of beginning; containing 1.887 acres more or less, but subject to all legal highways.

Bearings herein are oriented to the East line of Lot 24 as described in Deed Volume 363, Page 756. All iron pins set are 5/8 inch by 30 inch with yellow plastic caps stamped "Pyle Survey #6533." Survey and description by John P. Pyle, Registered Surveyor #6533 in November, 1988.

**(Parcel No. 008-00000147-07)**

Situated in the Township of Crawford, County of Coshocton and State of Ohio:

Being a part of Lot 24 of the First Quarter, Crawford Township, T-7 N, R-5 W, Coshocton County, Ohio, also known as a part of the lands conveyed unto Ivan & Viola Yoder in O.R. Vol. 43 page 1089 (Auditor's parcel #006-00000147-03),

Described as follows:

Commencing at a stone found marking the southwest corner of Lot 24,

Thence S 88 degrees 23' 52" E 1756.97 feet along the lot line to a point in Twp. Rd. 231,

Thence N. 03 degrees 31' 44" E 529.66 feet along Emery & Amanda Yoder's (Deed Vol. 363 page 514) west line to an iron pin set the TRUE POINT OF BEGINNING.

Thence with the following FIVE (5) COURSES:

1. N 86 degrees 28' 16" W 334.16 feet through the lands of said I. & V. Yoder to an iron pin set;

2. N 03 degrees 31' 44" E 622.65 feet through the lands of said I. & V. Yoder to a P.K. nail set in the center of S.R. 651, witnessed by an iron pin set S 03 degrees 31' 44" W. 41.67 feet;
3. N 81 degrees 12' 07" E 330.00 feet along the centerline of S.R. 651 to a point, witnessed by a 5/8 inch I. P. found S 01 degrees 54' 33" W 38.13 feet;
4. S 01 degrees 54' 33" W 416.19 feet through the lands of said I. & V. Yoder to a 5/8 inch I. P. found;
5. S 03 degrees 31' 44" W 277.07 feet along said E. & A. Yoder's west line to the TRUE POINT OF BEGINNING.

This parcel contains 5.000 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars, 30 inches long, with a plastic identification cap marked "BAKER 6938".

Basis of bearings is Official Record Vol. 43 Page 1089.

This survey made and description prepared by Donald C. Baker, PS 6938. December 24, 1997.

For Plat Map, see Official Records Volume 134, Page 763 (Tract A) "Parcel 3".

(Known as: 54429 State Route 651, Baltic, Ohio 43804)



**NORTH AMERICAN TITLE INSURANCE COMPANY**

## **COMMITMENT FOR TITLE INSURANCE**

### **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, North American Title Insurance Company, a California Company (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.

## **NORTH AMERICAN TITLE INSURANCE COMPANY**

BY

Handwritten signature of Emilio Fernandez in black ink.

Emilio Fernandez, **PRESIDENT**

ATTEST

Handwritten signature of Jefferson E. Howeth in black ink.

Jefferson E. Howeth, **SECRETARY**



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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.

### 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.

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- (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.

**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.

*Issued by:*



1855 Gateway Boulevard, Suite 600  
Concord, CA 94520

Or call us at:

Western States: 800-869-3434 Eastern States: 800-374-8475

[www.natic.com](http://www.natic.com)

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