

# ALTA COMMITMENT FOR TITLE INSURANCE with FLORIDA MODIFICATIONS



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 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, 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company*

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

(612) 371-1111

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

By

President

\_\_\_\_\_  
*Authorized Officer or Agent*

Attest

Secretary

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## 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. ARBITRATION

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“ALTA Rules”). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association (“AAA Rules”). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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**ORT Form 4757FL**

ALTA Commitment for Title Insurance 2021 v. 01.00 with Florida Modifications

07/01/2021

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

Issuing Agent: Stronghold Title Agency Corp

Issuing Office: 6996 Piazza Grande Ave Ste 203A  
Orlando, FL 32835

Issuing Office's ALTA® Registry ID: 1178413

Loan ID Number:

Commitment Number: 2026021710-2

Issuing Office File Number: 2026021710-2

Property Address: 17943 Southwest 38th Avenue Rd, Ocala, FL 34473

Revision Number:

## SCHEDULE A

### COMMITMENT

1. Commitment Date: February 3, 2026 at 5:00 PM
2. Policy to be issued:
  - a. 2021 ALTA Owner's Policy  
Proposed Insured: Martin Del Cavanaugh and Maria Inez Figueiredo Cavanaugh  
Proposed Amount of Insurance: \$300,000.00  
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: KB Marion 20 LLC, a Florida Limited Liability Company
5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

#### **STRONGHOLD TITLE AGENCY CORP**

6996 Piazza Grande Ave Ste 203A, Orlando, FL 32835  
Telephone: (407) 630-8856

Countersigned by:

---

Young Kim, License #95629  
Stronghold Title Agency Corp, License #W527169

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**ORT Form 4757FL A**

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00 with Florida Modifications  
07/01/2021

# 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. Warranty Deed from KB Marion 20 LLC, a Florida limited liability company to the proposed insured.
6. The agent must
  - (1) Determine that KB Marion 20 LLC, a Florida limited liability company is in good standing in the state of its formation; and
  - (2) Establish that the person(s) executing the deed or mortgage to be issued are authorized by law to execute said instruments on behalf of the company.
7. Satisfaction of that certain Claim of Lien recorded in Official Records Book 8813, Page 1840. Alternatively, release of the lien as to the subject property.
8. Proof of payment of taxes for the year 2025 must be furnished.
9. Redemption of outstanding Tax Certificate(s) numbered 2025-00021926-00 for unpaid taxes against tax parcel number(s) R8006-0597-10.
10. "FOR INFORMATIONAL PURPOSES ONLY, a 20-year name search was performed on Martin Del Cavanaugh and Maria Inez Figueiredo Cavanaugh for unsatisfied judgments and tax liens (state and federal and other liens for the recovery of money) and personal names were checked for unrecorded incompetency and for guardianship proceedings, all of which resulted in the following, if any: nothing found of record."
11. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.
12. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

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13. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) if any and mortgagors herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.

Note: Taxes for the year 2026 will become a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2025 in the amount of \$960.98 are DUE. Taxes for the year 2024 in the amount of \$449.06 are DELINQUENT. Tax ID Number R8006-0597-10.

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment: O.R. Book 8414 Page 1429; O.R. Book 8388 Page 1416

Verify with the current owner there are no open mortgage(s) that would affect the subject property as a search of the Public Records does not reveal same.

The property appears to be vacant and/or unencumbered. As such, this transaction is at a high risk for scams involving fraud and forgery. The agent should review Underwriting Bulletins entitled "Fraud Scheme: Vacant Land, Foreign or Absentee Owners, Notarization & Disbursement" (December 2021), and "Increase in Attempted Fraudulent Transactions" (May 2022), and consider sending correspondence to the property owner at the address reflected on the tax rolls.

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# SCHEDULE B II COMMITMENT

## EXCEPTIONS FROM COVERAGE

**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 conditions 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. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2026 and subsequent years.
7. All matters contained on the Plat of Marion Oaks Unit Six, as recorded in Plat Book O, Page 107, Public Records of Marion County, Florida.
8. Covenants, conditions, and restrictions recorded in O.R. Book 558, Page 208, as amended in O.R. Book 1448, Page 866; Assignment recorded in O.R. Book 2208, Page 1175, and re-assignment in O.R. Book 4663, Page 1950, Public Records of Marion County, Florida.
9. Covenant recorded in O.R. Book 558, Page 207, Public Records of Marion County, Florida.
10. Modification and Extension of Agreement recorded in O.R. Book 1557, Page 1469, and re-recorded in O.R. Book 1559, Page 1790, Public Records of Marion County, Florida.
11. Oil, gas, mineral, or other reservations as set forth in deed by Lowniece Horton recorded in O.R. Book 5522, Page 1609, Public Records of Marion County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
12. Right-of-Way Easement to Sumter Electric Cooperative, Inc. recorded in O.R. Book 6737, Page 345, Public Records of Marion County, Florida.
13. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
14. Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the survey prepared by Landtec Surveying and Lien, LLC., dated March 02nd, 2026, bearing Job # 271534-CE.

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# EXHIBIT A

## LEGAL DESCRIPTION

Lot 10, Block 597, MARION OAKS UNIT SIX, according to plat thereof as recorded in Plat Book O, Page 107 through 139, of the Public Records of Marion County, Florida.

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