

# THE HOGAN LAW FIRM®

*We mean business<sup>SM</sup>*

July 12, 2012

**VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

**#7011 3500 0002 3960 9020**

Commonwealth Land Title Insurance Company  
Attention: Claims Department  
1700 Market Street  
Philadelphia, PA 19103-3990

**#7011 3500 0002 3960 9013**

Commonwealth Land Title Insurance  
Attention: Claims Department  
601 Riverside Avenue  
Jacksonville, Florida 32204

RE: Commonwealth Owner's Title Policy A02-293717  
Commonwealth Commitment for Title Insurance 864-449939

Dear Sirs:

Our office has the pleasure of representing Sumter County, Florida. Our client purchased property known as Lots 20 and 21, Unit 1A, River Forest Park, and the 50 foot strip of land that runs parallel to the west side of those lots located in Croom-A-Coochee in 1997, and received the original recorded Warranty Deed, Commitment, and Owner's Title Policy referenced above from Randall N. Thornton. (Attachment A)

At this time, Sumter County is considering a sale of the above-referenced property and has obtained a title commitment from Old Republic Title Insurance Company, which indicates several title defects. (Attachment B) Specifically, the current title commitment indicates:

- On Schedule A-(4), Sumter County does not hold Fee Simple title to the property. All of the parcels (three) are also owned by various members of the Mason and Reese families, as well as the Croom-A-Coochie Improvement Club, Inc.; and the land referred to as Parcel 3 correctly indicates the 50 foot strip of land running parallel with and adjacent to the Lots 20 and 21 as a separate parcel instead of part of the legal description for Lot 21, which was referred to in the Commonwealth Commitment and Title Policy.
- Schedule B-1(2)(a - c) collectively require 3 additional warranty deeds to correctly indicate that Sumter County is Fee Simple owner of the property.

11-14

RANDALL N. THORNTON

ATTORNEY AT LAW

POST OFFICE BOX 58

LAKE PANASOFFKEE, FLORIDA 33538

2008 NORTH C-470  
4 THUNDERBIRD PLAZA

(352) 793-4040  
FAX (352) 793-3845

December 8, 1997

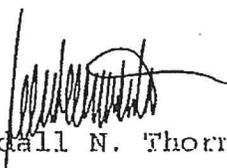
Sumter County, Florida  
Attn: Bernard Dew  
209 North Florida Street  
Bushnell, Florida 33513

Re: Reese to Sumter County

Dear Bernard:

Enclosed is the original, recorded Warranty Deed, the Commitment to Insure Title and the original Owner's Title Insurance Policy on the above referenced sale.

This closes my file on this transaction. It was a pleasure to be of assistance to you. Please don't hesitate to call should you have any questions or need further information.



Randall N. Thornton

/ss

Enc.

EXHIBIT

tabbles®

A

5.00  
1.00 T.C.O.T.F.  
140.00 D.D.C.  
146.00

REC. 661 PAGE 617

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
RANDALL N. THORNTON  
Attorney at Law  
P.O. Box 58  
Lake Panasofkee, Florida 33538  
97-5675

RECORDED IN  
PUBLIC RECORDS  
SUMTER COUNTY, FLA.  
97 NOV 25 PM 11 34  
CLERK OF DISTRICT COURT  
GLORIA R. HAYWARD

320501

WARRANTY DEED

(Ind. - Ind)  
(Statutory Form-Section 689.02 F.S.)

This Indenture, made this <sup>25th</sup> 19th day of November, 1997, between

Charles N. Reese Sr. and Eva Mason Reese, Trustees of the Reese Family Revocable Living Trust dated December 10, 1996, whose post office address is 12641 cr 687, Webster, Fl, 33597, hereinafter called the Grantor, and

Sumter County, Florida, whose post office address is 269 N. Fla. St., Bushnell, Florida 33513, hereinafter called the grantee.

WITNESSETH: That said grantor, for and in consideration of the sum of \$ 20000.00 and other good and valuable consideration in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

Property Folio No. : R14D020 & R14D021

Lot 20, UNIT 1A, RIVER FOREST PARK, an unrecorded subdivision, more particularly described as follows: Commencing at the NW corner of the Southwest 1/4 of Section 14, Township 22 South, Range 21 East, Sumter County, Florida, go thence South and along the West line of the aforesaid Section 14 a distance of 372.20 feet, thence N89°21' E. a distance of 657.20 foot, thence S00°27'40"W. a distance of 51.85 feet, to the Point of Beginning, thence S00°48'26"W. a distance of 110 feet, thence N89°24'41"W. a distance of 172.31 feet, thence N23°09'42"E. a distance of 117.84 feet, thence S89°56'27"E. a distance of 127.50 feet to the POB.

Lot 21, UNIT 1A, RIVER FOREST PARK, an unrecorded subdivision, more particularly described as follows: Commencing at the NW corner of the Southwest 1/4 of Section 14, Township 22 South, Range 21 East, Sumter County, Florida, go thence South and along the West line of the aforesaid Section 14 a distance of 372.20 feet, thence N89°21' E. a distance of 657.20 feet, thence S00°27'40"W. a distance of 51.85 feet, thence S00°48'26"W. a distance of 110 feet to the Point of Beginning, thence continue S00°48'26"W. a distance of 110 feet, thence N89°50'13"W. a distance of 218.30 feet, thence N23°09'42"E. a distance of 120.89 feet, thence S89°24'41"E. a distance of 172.31 foot to the POB, plus 60 feet running parallel to the Westerly line of Lots 20 and 21.

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

Said grantor does hereby fully warrant the title to said land, and will defend that same against the lawful claims of all persons whomsoever.

"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence.

Sign: Windreth Scott  
Print: WINDRETH SCOTT

Charles N. Reese Trustee  
Charles N. Reese Sr., Trustee

Sign: Kelly Karagines  
Print: Kelly Karagines

Eva Mason Reese Trustee  
Eva Mason Reese, Trustee

STATE OF Florida  
COUNTY OF Sumter

The foregoing instrument was acknowledged before me this <sup>25th</sup> 19th day of November, 1997, by Charles N. Reese Sr. and Eva Mason Reese, Trustees.

NOTARY PUBLIC:  
Windreth Scott  
(print)

State of Florida at Large (Seal)  
My Commission Expires:

Personally known  or Produced Identification  
Type of Identification Produced  
TAX IDENTIFICATION NUMBER INFORMATION

Charles N. Reese Sr. TIN # 305-26-2503  
Eva Mason Reese TIN # 405-26-1030



Documentary Stamp  
When Paid  
FLORIDA DEPARTMENT OF REVENUE  
SUMTER COUNTY, FLORIDA



ISSUED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

**Commonwealth**

COMMITMENT NUMBER

864-449939

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

In Witness Whereof, the said Company has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned on Schedule A by an Authorized Officer or Agent of the Company.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

*James J. D. Lynch Jr.*  
Secretary

By:

*[Signature]*  
President



ISSUED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR  
TITLE INSURANCE

## Commonwealth

### CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## SCHEDULE B - SECTION 1

Commitment No.: 864-449939

File Number: 97-5675

The following are the requirements to be complied with:

1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
2. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record:
  - a. Warranty Deed, in recordable form, conveying the subject property from Charles N. Reese Sr. and Eva Mason Reese, trustees of The Reese Family Revocable Living Trust dated December 10, 1996, the fee title holder, to Sumter County, Florida, the proposed insured.
  - b. Corrective deeds to correct legal descriptions contained in deed recorded in OR Book 412, Page 39 and OR Book 619, Page 191, Public Records of Sumter County, Florida.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

## SCHEDULE B - SECTION 2

Commitment No: 864-449939

File Number: 97-5675

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 Commitment.
2. Any owner's policy Issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof. Any loan policy will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to mechanic's liens which could take priority over the mortgage (where the liens would otherwise take priority, submission of waivers is necessary).
3. Restrictions recorded in OR Book 95, Page 512, Public Records of Sumter County, Florida.



ISSUED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

**Commonwealth**

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER

A02-293717

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

*James J. Lynch Jr.*  
Secretary



By:

*[Signature]*  
President

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

# CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section I(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**CONDITIONS AND STIPULATIONS**

(Continued)

**7. DETERMINATION AND EXTENT OF LIABILITY.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

**9. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

**11. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

**12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

(a) The Company's Right of Subrogation

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

**14. ARBITRATION.**

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**16. SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to COMMONWEALTH LAND TITLE INSURANCE COMPANY, 1700 Market Street, Philadelphia, PA 19103-3990.

Inquires regarding policy coverage and assistance in resolving complaints,

Issued with Policy No.

### SCHEDULE A

Policy No.: A02-293717      Effective Date:      November 25, 1997 @ 11:34 A.M.

File Number: 97-5675

Amount of Insurance: \$      20,000.00

1. Name of Insured:

Sumter County, Florida

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 661, Page 617, of the Public Records of Sumter County, Florida.

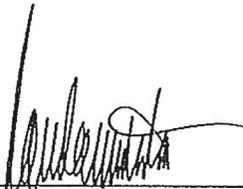
3. The land referred to in this policy is described as follows:

Lot 20, UNIT 1A, RIVER FOREST PARK, an unrecorded subdivision, more particularly described as follows: Commencing at the NW corner of the Southwest 1/4 of Section 14, Township 22 South, Range 21 East, Sumter County, Florida, go thence South and along the West line of the aforesaid Section 14 a distance of 372.20 feet, thence N89°21' E. a distance of 657.20 feet, thence S00°27'40"W. a distance of 51.85 feet, to the Point of Beginning, thence S00°48'26"W. a distance of 110 feet, thence N89°24'41"W. a distance of 172.31 feet, thence N23°09'42"E. a distance of 117.84 feet, thence S89°56'27"E. a distance of 127.50 feet to the POB.

Lot 21, UNIT 1A, RIVER FOREST PARK, an unrecorded subdivision, more particularly described as follows: Commencing at the NW corner of the Southwest 1/4 of Section 14, Township 22 South, Range 21 East, Sumter County, Florida, go thence South and along the West line of the aforesaid Section 14 a distance of 372.20 feet, thence N89°21' E. a distance of 657.20 feet, thence S00°27'40"W. a distance of 51.85 feet, thence S00°48'26"W. a distance of 110 feet to the Point of Beginning, thence continue S00°48'26"W. a distance of 110 feet, thence N89°50'13"W. a distance of 218.30 feet, thence N23°09'42"E. a distance of 120.89 feet, thence S89°24'41"E. a distance of 172.31 feet to the POB, plus 50 feet running parallel to the Westerly line of Lots 20 and 21.

I, the undersigned agent, hereby certify that  
the transaction insured herein is governed by RESPA, Yes \_\_\_ No   
and if I answered Yes to the above, that I have performed all "core title agent services," Yes \_\_\_ No \_\_\_

Countersigned: \_\_\_\_\_



Randall N. Thornton, Esq.  
P. O. Box 58, Lake Panasoffkee, FL 33538

## **SCHEDULE B**

File Number: 97-5675

Policy No.: A02-293717

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. Restrictions recorded in OR Book 95, Page 512, Public Records of Sumter County, Florida.



**Old Republic National Title Insurance Company**  
1410 N. Westshore Blvd. Ste. 800  
Tampa, Florida 33607

Revised Date: July 06, 2012 4:31 pm

**SCHEDULE A**

FILE NO.: 11034422 PJG  
Agent File # SUMTER COUNTY

County: Sumter

1. Effective Date: June 29, 2012 at 8:00 A.M.

2. Policies to be Issued:

Proposed Amount of Insurance:

(a) ALTA 2006 OWNER'S POLICY  
(with Florida Modifications)  
Proposed Insured:

Amount: To Be Determined

Premium: \$

To Be Determined

(b) ALTA 2006 LOAN POLICY  
(with Florida Modifications)  
Proposed Insured:

Amount: N/A

Premium: \$

N/A

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

As to Parcel 1: Eva Mason Reese, Mari Jean Melissa, Croom-A-Coochie Improvement Club, Inc., a Florida non-profit corporation and Sumter County, a political subdivision of the State of Florida, as their interests appear.

As to Parcel 2: David B. Mason, Eva Mason Reese, Mari Jean Melissa, Croom-A-Coochie Improvement Club, Inc., a Florida non-profit corporation and Sumter County, a political subdivision of the State of Florida, as their interests appear.

As to Parcel 3: John Scot Mason, David Bruce Mason, Croom-A-Coochie Improvement Club, Inc., a Florida non-profit corporation and Sumter County, a political subdivision of the State of Florida, as their interests appear.

5. The land referred to in this Commitment is described as follows:

See Attached Legal Description

**SCHEDULE B - SECTION I  
REQUIREMENTS**

Requirements:

1. Payment of the full consideration to, or for the account, of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
  - a) Warranty Deed(s) from Eva Mason Reese, joined by spouse, if married, or include non-homestead language; Mari Jean Melissa, joined by spouse, if married, or include non-homestead language; Croom-A-Coochie Improvement Club, Inc., a Florida non-profit corporation and Sumter County, a political subdivision of the State of Florida, as their interests appear, to the proposed insured. (as to Parcel 1)
  - b) Warranty Deed(s) from David B. Mason, joined by spouse, if married, or include non-homestead language; Eva Mason Reese, joined by spouse, if married, or include non-homestead language; Mari Jean Melissa, joined by spouse, if married, or include non-homestead language; Croom-A-Coochie Improvement Club, Inc., a Florida non-profit corporation and Sumter County, a political subdivision of the State of Florida, as their interests appear, to the proposed insured. (as to Parcel 2)
  - c) Warranty Deed(s) from John Scot Mason, joined by spouse, if married, or include non-homestead language, David Bruce Mason, joined by spouse, if married, or include non-homestead language, Croom-A-Coochie Improvement Club, Inc., a Florida non-profit corporation and Sumter County, a political subdivision of the State of Florida, as their interests appear, to the proposed insured.. (as to Parcel 3)
3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:
  - a) Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the company and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured and providing a proper description for Parcel 3 to be insured. Additional requirements and/or exceptions may be deemed necessary upon review of the survey.
  - b) Record proper affidavit stating that subject parcels are now and have at all times been vacant lands or non-homestead property.
  - c) Record proper affidavit stating that Eva N. Mason, shown as a grantee in deed recorded in O.R. Book 251, Page 793, is one and the same person as Eva Mason Reese, shown as a grantor in deed recorded in O.R. Book 412, Page 39.
  - d) Record proper affidavit stating that Charles N. Reese A/K/A Charles N. Reese, Sr. and Eva Mason Reese A/K/A Eva N. Reese were continuously married to each other from a date prior to May 24, 1990 through the time of death of said Charles N. Reese A/K/A Charles N. Reese, Sr. on August 22, 1999, as evidenced by the Certificate of Death recorded in O.R. Book 793, Page 189.
  - e) Affidavit of John Scot Mason containing the legal description of the real property to be insured and sufficiently establishing that the affiant is not the same person named as a defendant in the judgment(s) recorded under the following: O.R. Book 1613, Page 529, O.R. Book 1619, Page 760, O.R. Book 1619, Page 763 and O.R. Book 1903, Page 282.

- f) The Public Service Lease by and between Croom-A-Coochee Improvement Club, Inc. and Sumter County, Florida does not identify the lands that are subject to said Lease. It will be necessary that said Lease be re-recorded to include the legal description of the property subject to said Lease. Upon review of said Lease, further requirements and/or exceptions may be deemed necessary.
- g) Obtain written authorization from the company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.
- h) Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.

**NOTE:** All recording references in this commitment/policy shall refer to the Public Records of Sumter County, unless otherwise noted.

**SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE**

**SCHEDULE B - SECTION II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
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 2012 and subsequent years.
7. 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.
8. Restrictive Covenants recorded in O.R. Book 95, Page 512, as affected by that certain Warranty Deed recorded in O.R. Book 227, Page 290.
9. Restrictive Covenants recorded in O.R. Book 114, Page 544 and Amendment thereto recorded in O.R. Book 692, Page 318.
10. Restrictive covenants and conditions as set forth in that certain Articles of Agreement recorded in O.R. Book 135, Page 597, as affected by the Quit Claim Deed recorded in O.R. Book 601, Page 86.
11. Terms and conditions of the Public Service Lease by and between Croom-A-Coochee Improvement Club, Inc. and Sumter County, Florida recorded August 1, 1996 in O.R. Book 601, Page 88.
12. Parcel 3 is not assessed on the 2010 tax role. Therefore this commitment/policy is subject to possible assessments and real estate taxes for the current and previous years.

Note: Taxes for the year 2012 became a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2011 were in the amount of \$0.00. Tax ID Number R14D020.

**EXHIBIT A**

**Parcel 1:**

**Lot 20, Unit 1A, River Forest Park, an unrecorded subdivision, more particularly described as follows: Commencing at the NW corner of the Southwest 1/4 of Section 14, Township 22 South, Range 21 East, Sumter County, Florida, run thence South along the West line of the aforesaid Section 14 a distance of 372.20 feet, thence N 89°21' 00" E, a distance of 657.20 feet, thence S 00°27'40" W, a distance of 51.85 feet, to the Point of Beginning; run thence S 00°48'26"W, a distance of 110.00 feet, thence N 89°24'41"W, a distance of 172.31 feet, thence N 23°09'42"E, a distance of 117.84 feet, thence S 89°56'27"E, a distance of 127.50 feet to the Point of Beginning.**

**Parcel 2:**

**Lot 21, Unit 1A, River Forest Park, an unrecorded subdivision, more particularly described as follows: Commencing at the NW corner of the Southwest 1/4 of Section 14, Township 22 South, Range 21 East, Sumter County, Florida, run thence South along the West line of the aforesaid Section 14 a distance of 372.20 feet, thence N 89°21' 00" E, a distance of 657.20 feet, thence S 00°27'40" W, a distance of 51.85 feet, thence S 00°48'26"W, a distance of 110.00 feet to the Point of Beginning; run thence S 00°48'26"W, a distance of 110.00 feet, thence N 89°50'13"W, a distance of 218.30 feet, thence N 23°09'42"E, a distance of 120.89 feet, thence S 89°24'41"E, a distance of 172.31 feet to the Point of Beginning.**

**Parcel 3:**

**A 50 foot wide strip of land running parallel with and adjacent to the Westerly line of the above described Lots 20 and 21.**

5.00  
1.00 T.F.  
6.00

REC: 661-615 ✓

320498

RECORDED IN  
PUBLIC RECORDS  
SUMTER COUNTY, FLA.

This instrument prepared by:  
Randall N. Thornton,  
Attorney at Law  
P. O. Box 58  
Lake Panasoffkee, Florida 33538

R →

'97 NOV 25 AM 11 34

GLORIA R. HAYWARD  
CLERK OF CIRCUIT COURT

THIS QUIT CLAIM DEED, Executed this 20th day of November, 1997, by MARI-JEAN MELISSA, conveying non-homestead property, 1015 S. Oak Ave. Bartow, Fl 33830, first party, to CHARLES N. REESE, SR. AND EVA MASON REESE, his wife, 12641 CR 687 Webster, Florida, 33597, Social Security numbers \_\_\_\_\_ and \_\_\_\_\_, Second party.

WITNESSETH, That the said first party, for and in consideration of CORRECTIVE DEED, does hereby quit-claim and convey unto the said second party, all the right, title, and interest which the said first party has in and to the following described parcel of land, situate, lying and being in the County of Sumter, State of Florida, to wit, tax parcel #R14D021:

Lot 21, UNIT 1A, RIVER FOREST PARK, an unrecorded subdivision, more particularly described as follows: Commencing at the NW corner of the Southwest 1/4 of Section 14, Township 22 South, Range 21 East, Sumter County, Florida, go thence South and along the West line of the aforesaid Section 14 a distance of 372.20 feet, thence N89°21' E. a distance of 657.20 feet, thence S00°27'40"W. a distance of 51.85 feet, thence S00°48'26"W. a distance of 110 feet to the Point of Beginning, thence continue S00°48'26"W. a distance of 110 feet, thence N89°50'13"W. a distance of 218.30 feet, thence N23°09'42"E. a distance of 120.89 feet, thence S89°24'41"E. a distance of 172.31 feet to the POB, plus 50 feet running parallel to the Westerly line of Lots 20 and 21.

THIS IS A CORRECTIVE DEED EXECUTED AND RECORDED TO CORRECT THE LEGAL DESCRIPTION CONTAINED IN DEED DATED MAY 21, 1990, RECORDED IN OR BOOK 412, PAGE 39, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. ✓

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.  
Signed, sealed and delivered in presence of:

Sign: Joyne M Henderson  
Print: Joyne M Henderson

Mari-Jean Melissa  
MARI-JEAN MELISSA

Sign: E. Panza  
Print: E. Panza

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me on the 20th day of November, 1997, by MARI-JEAN MELISSA.

Rosemary H. Merz  
Notary Public, State of FL  
My Commission Expires: Oct 5, 1998

Personally known  or Produced Identification  
Type of Identification \_\_\_\_\_

ROSEMARY H. MERZ  
Notary Public, State of Florida  
My comm. expires Oct. 5, 1998  
Comm. No. GC411806

EXHIBIT  
C

5.00  
1.00 T.F.  
6.00

CLERK OF CIRCUIT COURT  
GLOBE T. BARRARD  
SUMTER COUNTY, FLA.

97 NOV 25 AM 11 34  
RECORDED IN  
PUBLIC RECORDS  
SUMTER COUNTY, FLA.  
661 PAGE 616 ✓  
320499

R → This Instrument Prepared by:  
Randall N. Thornton  
Attorney at Law  
P. O. Box 58  
Lake Panasoffkee, Fl 33538

GENERAL WARRANTY DEED.

THIS DEED, made on November 25, 1997, between CHARLES N. REESE, SR. AND EVA MASON REESE, his wife, 12641 CR 687 Webster, Florida, 33597, (Grantor) and CHARLES N. REESE, SR. AND EVA MASON REESE, as trustees of The Reese Family Revocable Living Trust dated December 10, 1996, 12641 CR 687 Webster, Florida, 33597, (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of CORRECTIVE DEED, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators and assigns forever the following described land situated in Sumter County, Florida, tax parcel # R14D021.

Lot 21, UNIT 1A, RIVER FOREST PARK, an unrecorded subdivision, more particularly described as follows: Commencing at the NW corner of the Southwest 1/4 of Section 14, Township 22 South, Range 21 East, Sumter County, Florida, go thence South and along the West line of the aforesaid Section 14 a distance of 372.20 feet, thence N89°21' E. a distance of 657.20 feet, thence S00°27'40"W. a distance of 51.85 feet, thence S00°48'26"W. a distance of 110 feet to the Point of Beginning, thence continue S00°48'26"W. a distance of 110 feet, thence N89°50'13"W. a distance of 218.30 feet, thence N23°09'42"E. a distance of 120.89 feet, thence S89°24'41"E. a distance of 172.31 feet to the POB, plus 50 feet running parallel to the Westerly line of Lots 20 and 21.

THIS IS A CORRECTIVE DEED EXECUTED AND RECORDED TO CORRECT THE LEGAL DESCRIPTION CONTAINED IN DEED DATED DECEMBER 10, 1996, RECORDED IN OR BOOK 619, PAGE 191, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

Said grantor does hereby fully warrant the title to said land, and will defend that same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence.  
Sign: Windreth Scott Charles N. Reese  
Print: WINDRETH SCOTT  
Sign: Kelly Karagines Eva Mason Reese  
Print: Kelly Karagines

STATE OF FLORIDA  
COUNTY OF SUMTER  
The foregoing instrument was acknowledged before me on the 25 day of November, 1997, by Charles N. Reese AND Eva Mason Reese, HIS WIFE.

Windreth Scott  
Notary Public, State of FL  
My Commission Expires: \_\_\_\_\_

Personally known  or Produced Identification  
Type of Identification \_\_\_\_\_





✓

**RANDALL N. THORNTON**  
ATTORNEY AT LAW  
POST OFFICE BOX 58  
**LAKE PANASOFFKEE, FLORIDA 33538**

2031 NORTH C-470  
RTHORNTON@EMBARQMAIL.COM

(352) 793-4040  
FAX (352) 793-3845

February 1, 2012

George G. Angeliadis  
Attorney at Law  
P.O. Box 485  
Brooksville, FL 34605

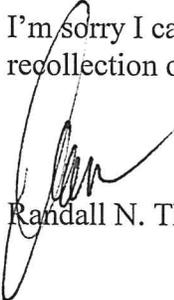
Re: Title Inquiry: Croom A Coochee Lots 20 and 21, River Forest Park

Dear George:

I have taken a look at the file and unfortunately, I cannot add a whole lot to the situation. After reviewing my file and cannot find any information that would overcome any of the defects mentioned in the Old Republic commitment you sent.

I do recall that back in that day, it was hard to get good title information in the Croom-A-Coochee area because of all the multiple conveyances by the Masons and then Ms. Reese and her children. All I can say is that it appears that the title work overlooks some of the deeds resulting in the situation. However, the county deeds have been of record and the property has been assessed to the county for all these many years so one would think that a quiet title suit could easily resolve the situation.

I'm sorry I cannot offer more. The file is just so old I do not have any other independent recollection of how we arrived at the determination that everything was clear.

  
Randall N. Thornton

/mm

SCANNED

