



# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By Old Republic 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 Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


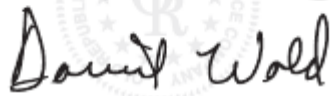
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Edina Realty Title, Inc.

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Authorized Officer or Agent

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**SCHEDULE A**  
**ALTA COMMITMENT**

1. Commitment Date: November 3, 2019 at 12:00 AM

Issuing Office File No.: 1337527

2. Policy to be issued:

(a) ALTA Homeowner's (12/02/13)

Proposed Insured: Hassan Mohamud, and spouse if any

Proposed Policy Amount: \$50,000.00

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

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Helen C. Stuff and William J Stuff, as joint tenants

5. The Land is described as follows:

See attached Schedule C

Edina Realty Title, Inc.



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Authorized Officer or Agent

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**SCHEDULE C**  
**ALTA COMMITMENT**

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

Lot 33, Block 15, Smith's Subdivision of Stinson's Division of the Northwest 1/4 of Section 36, Township 29, Range 23, Ramsey County, Minnesota

## SCHEDULE B-I ALTA 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. A deed from Helen C Stuff and William J Stuff, and spouses if any to Hassan Mohamud must be signed and recorded.
6. Edina Realty Title's "Affidavit by Seller" or an affidavit of similar form must be signed at the closing.
7. Edina Realty Title's "Affidavit by Purchaser" or an affidavit of similar form must be signed at the closing.
8. Taxes due and payable in the year 2019 in the amount of \$3,573.48 are delinquent, plus penalty and interest.
9. There is a levied assessment for 2019 smsp/sweeping and lighting; 2019 sssc/storm sewer; boarding and/or securing march 2019; excessive inspection or abatement service 9/24/18-10/19/18; property clean up 3/01/19-3/14/19; property clean up 3/29/19-4/12/19; vacant building reg fee billed 9/21/18-2/14/19; 2020 recycling fee and solid waste with no remaining balance but with \$3,756.88 certified to 2020 taxes.
10. There is a pending assessment for boarding and/or securing May 2019 in the estimated amount of \$207.00, which is not yet due but is payable.
11. There is a pending assessment for boarding and/or securing September 2019 in the estimated amount of \$177.00, which is not yet due but is payable.
12. There is a pending assessment for property clean up 7/2/19-7/11/19 in the estimated amount of \$322.00, which is not yet due but is payable.
13. There is a pending assessment for property clean up 9/13/19-9/30/19 in the estimated amount of \$666.00, which is not yet due but is payable.
14. There is a pending assessment for property clean up 11/1/19-11/14/19 in the estimated amount of \$472.00, which is not yet due but is payable.
15. A completed Certificate of Real Estate value must accompany each deed or conveyance which is to be recorded.
16. VERIFY PRIOR TO CLOSING THAT THERE ARE NO UNPAID WATER/UTILITY CHARGES ON SUBJECT PROPERTY.
17. Pursuant to Internal Revenue Service requirements, Edina Realty Title requires that every seller in a real estate transaction fully complete and execute a "Certification for No Information Reporting on the Sale or

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**SCHEDULE B-I**  
(Continued)

Exchange of a Principal Residence."

18. A completed Well Disclosure Certificate must accompany each deed or conveyance which is to be recorded; or, the deed must certify that there are no wells on the property. For Well Certificate: Contact the Abstracting Department at 952-928-5234 for the ¼, ¼, Section, Township, Range location information.
19. The following is for informational purposes only:

If the gap period is to be insured, this transaction must be closed by Edina Realty Title.

Copies of documents referenced in this commitment are available to review upon request. Please contact our Customer Service Department at 952-928-5200 if you would like a copy of a document.

Informational Note: The property to be insured is Abstract Property.

CHAIN OF TITLE: William J Stuff acquired the subject property on August 26, 2004 as shown by the deed recorded as Document No. A4522652.

If there are any questions concerning this Commitment, please contact our Customer Service Department at 952-928-5200.

Commitment typed and examined by Sue Lehman on November 27, 2019.

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## SCHEDULE B-II ALTA COMMITMENT

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1.
  - A. 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.
  - B. Rights or claims of parties in possession not shown by the public records.
  - C. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - D. 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.
  - E. Easements, or claims of easements, not shown by the public records.
  - F. Taxes or special assessments which are not shown as existing liens by the public records.
  
2. The following exception will appear on an Owner's Policy to be issued:  

No coverage is given for unpaid utility, water, and garbage bills, if any, which are not a lien on the subject property.
  
3. Taxes due and payable in the year 2019 in the amount of \$4,008.00 which are part paid and part due and payable + penalty and interest (\$625.00 was paid and \$3,573.48 remains due). First half taxes are due and payable on May 15th and second half taxes are due and payable on October 15th. The base tax amount is \$1,249.28.  
The real estate property ID or Plat and Parcel Number is 362923240191.  
The 2019 taxes are non-homestead. No representation is made regarding subsequent years' homestead tax status.
  
4. The premises is subject to the rights of any tenants, as tenants only, under unrecorded leases.

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