

GENERAL & JOHNSON PLLC
LISA GUAPPONE
PO BOX 1616
MORGANTOWN WV 26507-1616

Wyoming County
Jewell L Aquilar, Clerk
Instrument 212375
09/17/2019 @ 10:03:58 AM
DEED
Book 496 @ Page 190
Pages Recorded 7
Recording Cost \$ 48.00
Transfer Tax \$ 550.00

DocuSigned by:

Jeffrey Boutwell as Manager
398FE5EA06AB429...

5/4/2024 | 9:03 AM EDT

Return to:
Lisa Guappone
Steptoe & Johnson PLLC
PO Box 1616
Morgantown, WV 26507-1616

THIS DEED is made and entered into this the **9th day of September 2019**, by and between **West Virginia Funeral Services, LLC**, a West Virginia limited liability company, party of the first part, **Grantor**, and **Laurtney, LLC**, a Georgia limited liability company, party of the second part, **Grantee**.

WITNESSETH: That, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **West Virginia Funeral Services, LLC**, a West Virginia limited liability company, party of the first part, Grantor, does hereby bargain, sell, grant, and convey, with covenants of **GENERAL WARRANTY**, unto **Laurtney, LLC**, a Georgia limited liability company, party of the second part, Grantee, all of the following described lots or parcels of real property, together with the improvements thereon and the appurtenances thereto, more particularly described as follows (the "Property"):

PARCEL NO. 1:

All that certain lot or parcel of land situate in **Mullens Sub District, County of Wyoming**, State of West Virginia, and being more particularly described as follows:

That portion of real estate at the rear of Lot No. Five (5), Block B, approximately 30 feet by 30 feet, abutting Holroyd Avenue, of the original Town of Mullens as the same appears of record in the Office of the Clerk of Wyoming County, West Virginia, in Deed Book 32, at page 130, together with improvements thereon.

Being the same real estate conveyed to West Virginia Funeral Services, LLC from Olive Paulette McKinney and Sidney McKinney, his wife, by a deed dated March 31, 2004, of record in Deed Book 421, at page 940.

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 174.

PARCEL NO. 2:

All that certain lot or parcel of land situate in **Mullens Sub District, County of Wyoming**, State of West Virginia, and being more particularly described as follows:

Lot No. Five (5), Block B, of the original Town of Mullens, as the same appears of record in the Office of the Clerk of the County Commission of Wyoming County, West Virginia in Deed Book No. 32, at page 130, together with improvements thereon.

LESS AND EXCEPTING that portion of said real estate at the rear of said Lot, 30 feet by 30 feet, abutting Holroyd Avenue, of the original Town of Mullens.

Being the same real estate conveyed to West Virginia Funeral Services, LLC from Frank L. Blackwell and Trudy C. Blackwell, husband and wife, by a deed dated June 23, 2004, of record in Deed Book 422, at page 387.

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 174.1.

PARCEL NO. 3:

All that certain lot or parcel of land situate in **Mullens Corporate District, County of Wyoming**, State of West Virginia, and being more particularly described as follows:

Being a portion of Lot Number Four (4) Block B of the original Town of Mullens, Wyoming County, West Virginia, and being a portion of said lot fronting Holroyd Avenue and running along said Holroyd Avenue a distance of thirty (30) feet, the width of said Lot No. 4 and back into Lot No. 4 a distance of 28 ½ feet.

Being the same real estate conveyed to West Virginia Funeral Services, LLC from Patricia A. McKinney, widow, by deed dated May 15, 2015, of record in Deed Book 470, at page 622.

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 175.

PARCEL NO. 4:

All the surface of the following described real estate situate in or near the **Town of Mullens, County of Wyoming**, State of West Virginia, and more particularly described as follows:

Being Lot Number Three (3) and an adjoining portion of Lot Number Two (2), Block B of the original Town of Mullens as shown upon a map thereof of record in the Office of the Clerk of the County Commission of Wyoming County, West Virginia.

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 177 and 178.

PARCEL NO. 5:

All the surface of the following described real estate situate in or near the **Town of Mullens, County of Wyoming**, State of West Virginia, and more particularly described as follows:

All those certain portions of Lots Numbered Four (4) and Five (5), in Block B, in the original Town of Mullens Subdivision, City of Mullens, Slab Fork District, Wyoming County, West Virginia, as the same are shown and appear upon a map or plat of said subdivision of record in the Office of the Clerk of the County Commission of Wyoming County, West Virginia.

Parcels Four and Five being the same real estate conveyed to West Virginia Funeral Services, LLC from Tankersley Funeral Homes, Inc. by a deed dated December 5, 2000, of record in Deed Book 405, at page 398.

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 174.2 and 176.

The property herein described and conveyed is granted and conveyed by the Grantor to the Grantee subject to all prior exceptions, reservations, covenants, restrictions, agreements, municipal zoning ordinances, land use regulations, assessments, charges, conditions, rights-of-way, easements, mineral severances, and limitations of use as have been imposed upon such property by the Grantor and its predecessors in title. ***Notwithstanding the date of execution hereof being one day later, Grantor and Grantee stipulate that Grantee has had possession from 12:01 A.M. on September 8, 2019, that as between Grantor and Grantee, income and expenses arising from the property are allocated to Grantee from that date and time, and that real estate taxes will be prorated as of said date.***

DECLARATION OF RESIDENT STATUS

The undersigned Grantor hereby certifies, under penalty of perjury, that it is a "resident entity" of the State of West Virginia, as such term is defined by West Virginia Code Chapter 11, Article 21, Section 71b, and, therefore, is exempt from any state income tax withholding requirements imposed thereby.

DECLARATION OF CONSIDERATION OR VALUE

In accordance with and pursuant to the provisions of Chapter 11, Article 22, of the West Virginia Code, the undersigned hereby declare(s) that the total consideration paid for the property transferred by the document to which this declaration is appended is **\$100,000.00.**

IN TESTIMONY WHEREOF, the Grantor through its Members signing below has executed this Deed on the Ninth (9th) day of September, 2019.

WEST VIRGINIA FUNERAL SERVICES, LLC,
a West Virginia limited liability company, as
GRANTOR

By: Mark Hickman
Mark Hickman, Member

Date: September 9, 2019

And
By: Alan Parks
Alan Parks, Member

Date: September 9, 2019

And
By: Samuel Church
Samuel Church, Member

Date: September 9, 2019

Acknowledgements Follow

ACKNOWLEDGEMENTS

STATE OF WEST VIRGINIA :
: SS.
COUNTY OF WOOD :

Before me, a Notary Public in and for said County and State, on the Ninth (9th) day of September, 2019 personally appeared **MARK HICKMAN** to me personally well-known and known by me to be a Member of **WEST VIRGINIA FUNERAL SERVICES, LLC**, a West Virginia limited liability company, and he acknowledged his signing of the foregoing General Warranty Deed to be his voluntary act and deed as a Member for the Company and the act and deed of said Company, for the uses and purposes therein mentioned.

[Seal]



Angela J. Fluharty

Notary Public

STATE OF WEST VIRGINIA :
: SS.
COUNTY OF WOOD :

Before me, a Notary Public in and for said County and State, on the Ninth (9th) day of September, 2019 personally appeared **ALAN PARKS** to me personally well-known and known by me to be a Member of **WEST VIRGINIA FUNERAL SERVICES, LLC**, a West Virginia limited liability company, and he acknowledged his signing of the foregoing General Warranty Deed to be his voluntary act and deed as a Member for the Company and the act and deed of said Company, for the uses and purposes therein mentioned.

[Seal]



Angela J. Fluharty

Notary Public

STATE OF WEST VIRGINIA :
 : SS.
COUNTY OF WOOD :

Before me, a Notary Public in and for said County and State, on the Ninth (9th) day of September, 2019 personally appeared SAMUEL CHURCH to me personally well-known and known by me to be a Member of WEST VIRGINIA FUNERAL SERVICES, LLC, a West Virginia limited liability company, and he acknowledged his signing of the foregoing General Warranty Deed to be his voluntary act and deed as a Member for the Company and the act and deed of said Company, for the uses and purposes therein mentioned.

[Seal]



Angela J. Fluharty
Notary Public

THIS INSTRUMENT WAS PREPARED BY TAMMIE C. ALEXANDER, ESQ., WITHOUT THE BENEFIT OF A TITLE EXAMINATION, TITLE REPORT, TITLE CERTIFICATE, OR TITLE INSURANCE COMMITMENT AND THE PREPARER BY THE PREPARATION OF THIS INSTRUMENT DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR AFFIRMATIONS OF ANY KIND, NATURE, OR CHARACTER, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS, OR AFFIRMATIONS, OR THE QUALITY OF TITLE, THE NATURE OF TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE CONDITION OF THE PROPERTY, ACCESS TO THE PROPERTY, OR THE CAPACITY OF ANY OF THE GRANTORS TO GRANT OR CONVEY TITLE.

OFFICES OF THE CLERK OF THE COUNTY COMMISSION
WYOMING CO. W. VA.

Sept. 17, 2019

The foregoing writing, together with the certificate of acknowledgement thereof, was this day admitted to record.

Shirley Aquilar CLERK
BY *Vicki Bailey* Deputy

STC 12:39

STATE TAX COMMISSIONER OF WEST VIRGINIA SALES LISTING FORM

The Instrument May Not Be Recorded If This Form Is Not Completed In Its Entirety

West Virginia Code §§11-22-6, 11A-3-2 & 11A-3-3 (Amended 3-11-95)

Revised 8/12

County: WYOMING Taxing District: MULLENS SUB
 Tax Map No.(s): 7 Parcel(s): 174, 174.1, 174.2, 175, 176, 177, 178
 Tax Map No.(s): _____ Parcel(s): _____
 Account #: _____
 Mineral ID #: _____
 Grantor's Name: WEST VIRGINIA FUNERAL SERVICES, LLC Phone No. () - _____
 Grantee's Name: LAURTNEY, LLC Phone No. () - _____
 Mailing Address of New Owner: 1015 TYRONE RD, STE 820 TYRONE GA 30290
 Mailing Address for Tax Statements: same
 Most Recent Previous Deed Book No.: 421; 422; 470; 405 Page No.: 940; 387; 622; 398
 Grantor's Source of Title: _____

(If not by "Previous Deed" referenced above.)

(a) Real Estate: _____ (b) Other Valuable Goods/Services: (If Applicable) _____
 Consideration/Value: \$ 100,000.00 \$ _____

Lot Size or Acreage Involved: Lots 3, 4 AND 5 BLOCK B OF THE TOWN OF MULLENS

Estate(s) Transferred: FEE

(Examples: Fee, Surface, Mineral, Coal, etc.)

- (1) Was this transaction on the open market? Yes No (Circle One)
- (2) Does this transaction involve more than one parcel? Yes No (Circle One)
- (3) Was this sale between related individuals or related corporations? Yes No (Circle One)
- (4) Was this a liquidation, foreclosure or other "Forced" sale? Yes No (Circle One)
- (5) Is this transaction pursuant to a land contract or owner financing? Yes No (Circle One)
- (6) Does this transaction include personal property? Yes No (Circle One)
- (7) Does this transaction include minerals and/or timber? Yes No (Circle One)
- (8) Any other financing arrangements materially affecting consideration? Yes No (Circle One)
- (9) Is this a mineral sale only? Yes No (Circle One)

If "No" to Question 1 or "Yes" to Questions 2 - 8 above, please explain below:

Explanation: conveyance of contiguous parcels

Printed Name Lisa Grappone Signature [Signature] Phone Number 3045988000
 Filed By (check one): Buyer Seller Agent/Attorney Other

LIENHOLDER INFORMATION (OPTIONAL)

Name: N/A

Address for Notice: _____

Check if change of name or address

INTEREST IN PROPERTY

- _____ Surface Owner's Rights
- _____ Fiduciary Interest
- _____ Lienholder
- _____ Other

Deed Book: _____ Page No.: _____
 Relationship to Owner: _____
 Trust Deed Book No.: _____ Page No.: _____

To Be Completed By County Clerk:	
Stamp Fee Paid:	
Date Recorded:	\$ <u>550.00</u> \$ <u>48.00</u>
New Deed Book No.:	<u>09/17/2019</u>
New Deed Book Page No.:	<u>495</u>
Date of Transaction:	<u>190</u>

Sheriff's Use Only	
Date Received:	
Effective Dates of Lien:	
Date Entered:	
Entered By:	
Tax Ticket No.:	

RELEASE OF LIEN

COMPLETE THIS SECTION IF YOU ARE RELEASING THIS LIEN

Date Lien Is Released: _____

Signature of Lienholder: _____



Fidelity National Title Insurance Company

DocuSigned by:

Jeffrey Boutwell as Manager

9/4/2024 | 9:05 AM SCHEDULE A

398FE5EA06AB429...

Name and Address of Title Insurance Company: **Fidelity National Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023**

Policy No. **2730649-217742988**
Address Reference: **102 Moran Avenue, Mullens, WV 25882**

File No. **MO281250.00396**

Amount of Insurance: **\$100,000.00**
Premium **\$ 690.00**

Date of Policy: **September 17, 2019 at 10:03 AM**

1. Name of Insured

Laurtney, LLC

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple (Surface)

3. Title is vested in:

Laurtney, LLC, a Georgia limited liability company, by virtue of a deed from West Virginia Funeral Services, LLC, a West Virginia limited liability company, dated September 9, 2019, and recorded in the Office of the Clerk of the County Commission of Wyoming County, West Virginia, in Deed Book 496, at page 190.

4. The Land referred to in this policy is described as follows:

See Continuation of Schedule A for Legal Description

5. This policy incorporates by reference those ALTA endorsements selected below:

35-06 (Minerals and Other Subsurface Substances - Buildings)

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA Owner's Policy Schedule A-06





Fidelity National Title Insurance Company

SCHEDULE A (continued)

Policy No. 2730649-217742988

File No. MO281250.00396

LEGAL DESCRIPTION

PARCEL NO. 1:

All that certain lot or parcel of land situate in **Mullens Sub District, County of Wyoming**, State of West Virginia, and being more particularly described as follows:

That portion of real estate at the rear of Lot No. Five (5), Block B, approximately 30 feet by 30 feet, abutting Holroyd Avenue, of the original Town of Mullens as the same appears of record in the Office of the Clerk of Wyoming County, West Virginia, in Deed Book 32, at page 130, together with improvements thereon.

Being the same real estate conveyed to West Virginia Funeral Services, LLC from Olive Paulette McKinney and Sidney McKinney, his wife, by a deed dated March 31, 2004, of record in Deed Book 421, at page 940.

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 174.

PARCEL NO. 2:

All that certain lot or parcel of land situate in **Mullens Sub District, County of Wyoming**, State of West Virginia, and being more particularly described as follows:

Lot No. Five (5), Block B, of the original Town of Mullens, as the same appears of record in the Office of the Clerk of the County Commission of Wyoming County, West Virginia in Deed Book No. 32, at page 130, together with improvements thereon.

LESS AND EXCEPTING that portion of said real estate at the rear of said Lot, 30 feet by 30 feet, abutting Holroyd Avenue, of the original Town of Mullens.

Being the same real estate conveyed to West Virginia Funeral Services, LLC from Frank L. Blackwell and Trudy C. Blackwell, husband and wife, by a deed dated June 23, 2004, of record in Deed Book 422, at page 387.

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 174.1.

PARCEL NO. 3:

All that certain lot or parcel of land situate in **Mullens Corporate District, County of Wyoming**, State of West Virginia, and being more particularly described as follows:

Being a portion of Lot Number Four (4) Block B of the original Town of Mullens, Wyoming County, West Virginia, and being a portion of said lot fronting Holroyd Avenue and running along said Holroyd Avenue a distance of thirty (30) feet, the width of said Lot No. 4 and back into Lot No. 4 a distance of 28 ½ feet.

Being the same real estate conveyed to West Virginia Funeral Services, LLC from Patricia A. McKinney, widow, by deed dated May 15, 2015, of record in Deed Book 470, at page 622.

ALTA OWNER'S POLICY SCHEDULE A-06 Continued





Fidelity National Title Insurance Company

SCHEDULE A (continued)

Policy No. 2730649-217742988

File No. MO281250.00396

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 175.

PARCEL NO. 4:

All the surface of the following described real estate situate in or near the **Town of Mullens, County of Wyoming**, State of West Virginia, and more particularly described as follows:

Being Lot Number Three (3) and an adjoining portion of Lot Number Two (2), Block B of the original Town of Mullens as shown upon a map thereof of record in the Office of the Clerk of the County Commission of Wyoming County, West Virginia.

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 177 and 178.

PARCEL NO. 5:

All the surface of the following described real estate situate in or near the **Town of Mullens, County of Wyoming**, State of West Virginia, and more particularly described as follows:

All those certain portions of Lots Numbered Four (4) and Five (5), in Block B, in the original Town of Mullens Subdivision, City of Mullens, Slab Fork District, Wyoming County, West Virginia, as the same are shown and appear upon a map or plat of said subdivision of record in the Office of the Clerk of the County Commission of Wyoming County, West Virginia.

Parcels Four and Five being the same real estate conveyed to West Virginia Funeral Services, LLC from Tankersley Funeral Homes, Inc. by a deed dated December 5, 2000, of record in Deed Book 405, at page 398.

For informational purposes only, the aforementioned description is assessed on the land books of Mullens Sub District, Wyoming County as Tax Map 7, Parcel 174.2 and 176.

ALTA OWNER'S POLICY SCHEDULE A-06 Continued





Fidelity National Title Insurance Company

SCHEDULE B EXCEPTIONS FROM COVERAGE

Policy No. 2730649-217742988

File No. MO281250.00396

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Intentionally Deleted.
2. All taxes for the year **2020** and subsequent years, a lien not yet due and payable.
3. Intentionally Deleted.
4. Intentionally Deleted.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. Title to the coal, oil, gas and other minerals underlying the land and all subterranean and surface rights and easements incident thereto.
8. All matters set forth on a plat of the Town of Mullens dated December 5, 1903, of record in Map File #608 and Deed Book 32, at page 130.

The following exception applies to Parcel No. 1:

9. Rights and privileges set forth in a deed dated April 17, 2000, of record in Deed Book 402, at page 819.

The following exception applies to Parcel No. 2:

10. Rights and privileges set forth in a deed dated February 25, 1981, of record in Deed Book 329, at page 793.

The following exception applies to Parcel No. 3:

11. Unrecorded party wall agreement described in a deed dated May 15, 2015, of record in Deed Book 470, at page 622.
12. Intentionally Deleted.

The following exceptions apply to Parcel No. 5:

13. Rights and privileges set forth in a deed dated January 10, 1972, of record in Deed Book 264, at page 461.
14. Agreement for Perpetual Easement dated September 4, 1941, of record in Deed Book 99, at page 338, from A. Smiley and Fredia Smiley, his wife, to H. E. Foglesong.
15. Intentionally Deleted.

The following exception applies to all Parcels:

16. All matters shown on a ALTA/NSPS Land Title Survey for Tankersley Funeral Homes, Inc., 102 Moran Avenue, dated September 6, 2019, prepared by Nickolas R. Fusco, PLS No. 726, as Project No. 190707.

ALTA OWNER'S POLICY SCHEDULE B-06



ENDORSEMENT

Attached to Policy No. **2730649-217742988**

Issued By
Fidelity National Title Insurance Company

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence;
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances]; or
 - c. the exercise of the rights described in Schedule B Nos. NONE

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: September 17, 2019

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned: _____
Authorized Signatory

ALTA 35-06 Minerals and Other
Subsurface Substances -
Buildings (4-2-12)





Policy No.: 5404-2-M0281250.00396-2019.2730649-217742988

OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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 onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to



Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Countersigned:

By: _____
Authorized Officer or Agent

Step toe & Johnson, PLLC
1085 Van Voorhis Rd Ste 400
Morgantown, WV 26505
Tel:304-598-8000
Fax:304-598-8116

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:



President

Attest:



Secretary

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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as 'Date of Policy' in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by



operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "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 insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "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 Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation 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 warranties in any transfer or conveyance of the Title. 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 obligation 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 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that 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.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, 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 covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters 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. It 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 that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, 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 to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right 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 securing



evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter 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.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that 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 of these records in the custody or control of a third party that 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 judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

In case of a claim under this policy, the Company shall have the following additional 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 that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

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

(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. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that 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 that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (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.

8. 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.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

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 Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(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, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the 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 Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays 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 executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.



13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a)Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. 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 and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b)The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. THIS SECTION IS INTENTIONALLY DELETED

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a)This policy together with all endorsements, if any, attached to it 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 that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c)Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d)Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a)Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b)Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

