

COMMITMENT
FOR
TITLE INSURANCE

COMMITMENT NO.

CM-1-1193-550

ISSUED BY

**AMERICAN PIONEER
TITLE INSURANCE COMPANY**

AMERICAN PIONEER TITLE INSURANCE COMPANY, a Florida 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.

The 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 six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS WHEREOF: AMERICAN PIONEER TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued by:

AMERICAN PIONEER TITLE INSURANCE COMPANY

John M. Morgan, Attorney
55 Homestead Road North
Lehigh Acres, FL 33936



By:

Ray W. Lucetta
President

Attest:

George P. Danie
Secretary

COMMITMENT

State: FL County: Lee

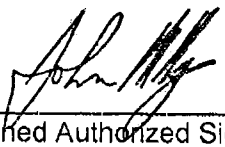
Order #: 01-231

Plant #: 4055*	Commitment #: CM-1-1193-550	Effective Date & Time: January 18, 2001 @ 5:00 P.M.	Reinsurance #:	Agent #: 8887
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Schedule A

- Policy or Policies to be issued:
ALTA LOAN (10-17-92)
Proposed Insured Loan: Amount
Sentinel Finance Company \$44,250.00
2nd Proposed Insured Loan: Amount

ALTA OWNER'S (10-17-92)
Proposed Insured Owners: Amount
Carl Marish and Judy Marish, husband and wife \$59,000.00
- The estate or interest in the land described or referred to in the Commitment and covered herein is:
FEE SIMPLE
and is at the effective date hereof vested in:
John Morgan, as trustee
- The land is described as follows:
A parcel of land in Section 30, Township 44 South, Range 26 East, Lee County, Florida, more particularly described in Exhibit "A" attached.



Countersigned Authorized Signatory

Issued By: 1193*8887
John M. Morgan, Attorney (1193)
302 Lee Boulevard
Lehigh Acres, FL 33936

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

Underwriter: American Pioneer Title Insurance Company

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Schedule B - Section 1

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record to wit:
 - a. Warranty Deed from John Morgan, individually and as trustee, to Carl Marish and Judy Marish, husband and wife, conveying the land.
 - b. Mortgage from Carl Marish and Judy Marish, husband and wife, to Sentinel Finance Company, securing an indebtedness of \$44,250.00 and encumbering the land.
 - c. Note: Spouse of individual(s), if any, to join in the above required instrument(s).

NOTE: In lieu of spouses execution, said deed to contain the following language: "This land is not now and has never been the homestead of the grantor, nor is it contiguous to the homestead of the grantor."

2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
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.
5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
6. Release or Satisfaction of Record of Mortgage recorded in Official Records Book 2835, Page 556 as to the land. Note: The above referenced mortgage was modified by instrument(s) recorded in Official Records Book 3035, at Page 2557 and Official Records Book 3288, Page 532..
7. Payment of ad valorem taxes for the year(s): 2000.
8. If requested, the Florida Endorsement Form 9 will be attached to the final Loan Policy when issued without any deletions subject to compliance of all underwriting requirements of company, receipt by company of survey meeting the requirements of Sec. 627.7842(1)(a), and subject to the Florida Department of Insurance Rules governing its issuance. If a deletion of any provision of the Form 9 is required, no funds of the proposed insured lender will be disbursed by company or

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its policy issuing agent without first notifying the proposed insured lender of the deletion and then obtaining approval of the deletion from the proposed insured lender. If the proposed insured lender does not approve the deletion, company or its policy issuing agent shall be authorized to return the proposed insured lender's funds to the proposed insured lender and cancel this commitment.

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Commitment #: CM-1-1193-550

File #: 01-231

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Schedule B - Section 2

Exceptions

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. **Rights or claims of parties in possession not shown by the Public Records.**
3. **Encroachments, overlaps, boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.**
4. **Easements or claims of easements not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the public records.**
6. **Taxes and assessments for the year 2001 and subsequent years, which are not yet due and payable.**
7. **Restrictions, reservations and easements as indicated and/or shown on that certain Plat recorded in Plat Book 15, at Page(s) 81, of the Public Records of Lee County, Florida.**

NOTE: This plat has been partially vacated in Resolution #95-08-47 recorded in Official Records Book 2633, Page 1695, Public Records of Lee County, Florida.

8. **Restrictions or reservations affecting rights in Oil, Gas or any other Minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Official Records Book 2835, at Page 486, of the Public Records of Lee County, Florida.**
9. **Riparian rights and littoral rights, if any, incident to the land.**
10. **Title to any portion of the property located within the boundaries of the adjacent Jack Canal.**
11. **Subject land lies within the boundaries for mandatory Garbage Collection, Lee County Ordinance No. 86-14 and will be subject to future assessments.**
12. **Sewer and water covenants and restrictions traveling with the land recorded in Deed Book 317, Page 222, Official Records Book 10, Page 695, as amended in Official Records Book 41, Page 264, Public Records of Lee County, Florida.**

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13. A six foot Easement along all sides of lot as set forth on the recorded plat.
14. That certain Developer's Agreement between Lehigh Corporation, Cliffside Properties, Inc., and Lehigh Utilities, Inc., affecting water systems, sewage systems and lift stations throughout Lehigh Acres in Official Records Book 2357, Page 2973 and as modified by instrument recorded in Official Records Book 2551, Page 833, in the Public Records of Lee County, Florida.
15. That certain Developer's Agreement between Gerald H. Gould, Harold W. Wolfram, Howard M. Lawn and Alexander R. Hamilton, the surviving trustees of Lee County Land and Title Company, a Florida Corporation and Lehigh Utilities, Inc., a Florida Corporation, affecting water systems, sewage systems and lift stations throughout Lehigh Acres in Official Records Book 327, Page 119, in the Public Records of Lee County, Florida.
16. Note: The property described in Schedule "A" appears to be assessed within a larger parcel, therefore, a tax cut out may be required.
17. A FL 9 Endorsement will be issued with the final title policy.

NOTE: Taxes for the year 2000 are DUE AND PAYABLE in the Gross amount of \$4,986.24, PLUS INTEREST AND PENALTY, if any; Tax I.D. #30-44-26-00-00001.0070

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EXHIBIT "A"

LEGAL DESCRIPTION

PROPOSED PARCEL "C"

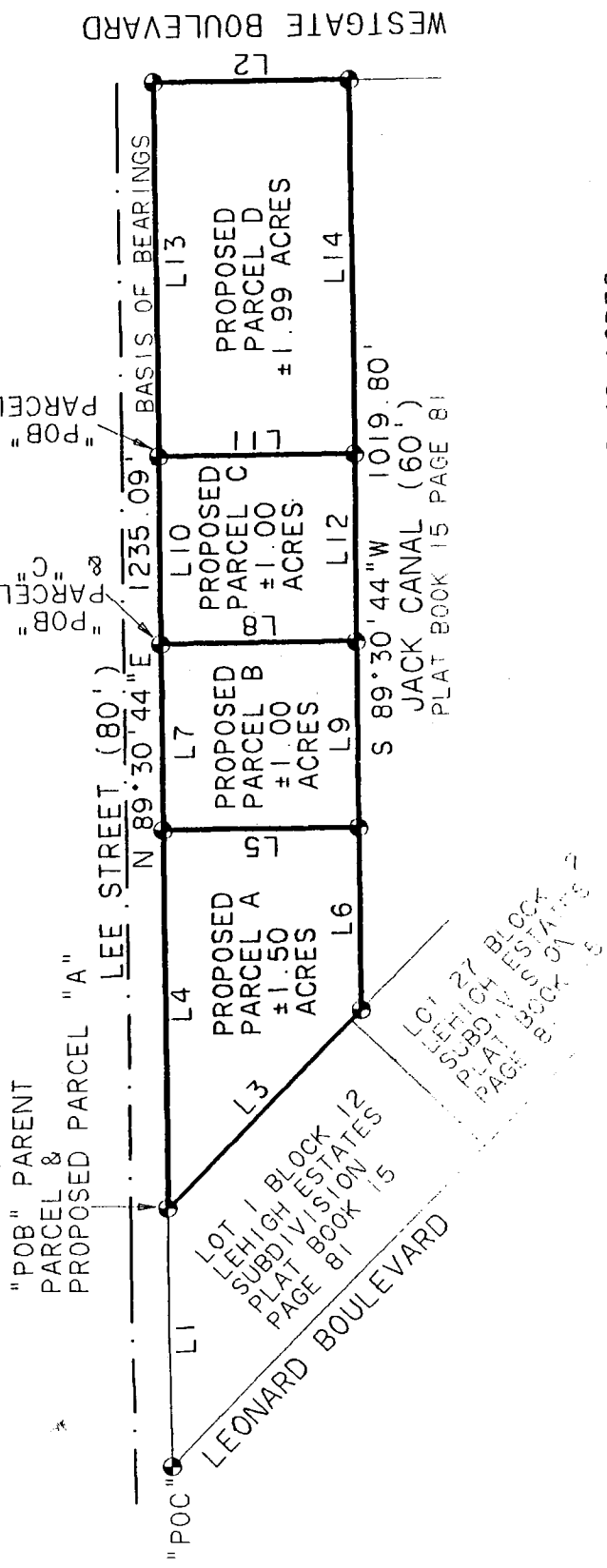
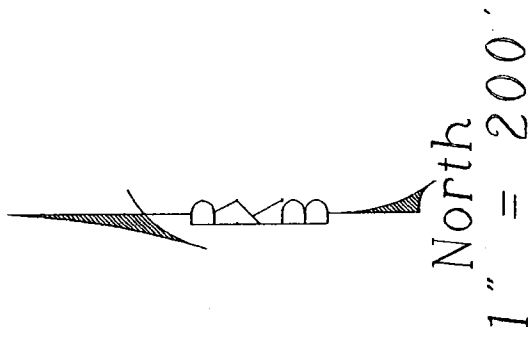
A PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE STRAIGHT LINE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LEE STREET AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LEONARD BOULEVARD, AS SHOWN ON THE PLAT OF UNIT 1, LEHIGH ESTATES SUBDIVISION, OF SAID SECTION 30, AS RECORDED IN PLAT BOOK 15, AT PAGE 81, OF THE PUBLIC RECORD OF LEE COUNTY, FLORIDA RUN NORTH 89°30'44" EAST (BASIS OF BEARINGS) ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LEE STREET FOR 908.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°30'44" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR 205.47 FEET; THENCE RUN SOUTH 00°29'16" EAST 212.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF JACK CANAL; THENCE RUN SOUTH 89°30'44" WEST ALONG SAID CANAL RIGHT-OF-WAY LINE FOR 205.47 FEET; THENCE RUN NORTH 00°29'16" WEST FOR 212.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF LEE STREET AND THE POINT OF BEGINNING.

CONTAINING 1.00 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

LINE	BEARING	DISTANCE
L 1	N 89°30'44"E	285.05'
L 2	S 00°29'16"E	212.00'
L 3	N 45°55'47"W	302.15'
L 4	N 89°30'44"E	415.86'
L 5	S 00°29'16"E	212.00'
L 6	S 89°30'44"W	200.56'
L 7	N 89°30'44"E	205.47'
L 8	S 00°29'16"E	212.00'
L 9	S 89°30'44"W	205.47'
L 10	N 89°30'44"E	205.47'
L 11	S 00°29'16"E	212.00'
L 12	S 89°30'44"W	205.47'
L 13	N 89°30'44"E	408.29'
L 14	S 89°30'44"W	408.29'



PARENT PARCEL ±5.49 ACRES