



*First American Title™*

## Loan Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Loan Policy

POLICY NUMBER

**5011322-0004562e**

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 17 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, 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.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

### **First American Title Insurance Company**

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

#### For Reference:

**File #:** millhaven farms.equitable A

**Loan #:** 60723107

**Policy #:** 5011322-0004562e

#### Issued By:

**John C. Laird**

1890 Hudson Circle, Suite 4

Monroe, LA 71201

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
  - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - (b) failure of any person or Entity to have authorized a transfer or conveyance;
  - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
  - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
  - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - (f) 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
  - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
  - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
    - (i) contracted for or commenced on or before Date of Policy; or
    - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
  - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
  - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the Insured Mortgage 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.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 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 Insured Mortgage in the Public Records.

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.

#### 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 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit

protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. 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 Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

## 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 Section 10 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) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
  - (i) the amount of the principal disbursed as of Date of Policy;
  - (ii) the amount of the principal disbursed subsequent to Date of Policy;
  - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
  - (iv) interest on the loan;
  - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
  - (vi) the expenses of foreclosure and any other costs of enforcement;
  - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
  - (viii) the amounts to pay taxes and insurance; and
  - (ix) the reasonable amounts expended to prevent deterioration of improvements;
 but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is obligor under the provisions of Section 12(c) of these Conditions;
    - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a

"transferable record," as these terms are defined by applicable electronic transactions law;

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

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

(E) 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, or

(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;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

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

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "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.

(i) "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.

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

(k) "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.

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

(m) "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 or a prospective purchaser of the Insured Mortgage 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 after acquisition of the Title by an Insured or after conveyance by 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 of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, 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 or the lien of the Insured Mortgage, 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 or the lien of the Insured Mortgage, 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 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, the lien of the Insured Mortgage, 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 or to Purchase the Indebtedness.

(i) 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; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, 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 least of

- (i) the Amount of Insurance,
- (ii) the Indebtedness,
- (iii) 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, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, 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 the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), 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, or establishes the lien of the Insured Mortgage, 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 or to the lien of the Insured Mortgage, 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

(a) 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. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

#### 11. 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.



First American Title™

# Loan Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**5011322-0004562e**

## Schedule A

Name and Address of Title Insurance Company:

**FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707**

File No.: millhaven farms.equitable A

Loan No.: 60723107

Premium: \$2,029.60

Address Reference: 251.91 acres, Hwy 80, Monroe, LA

Amount of Insurance: \$600,000.00

Date of Policy: March 1, 2023 at 10:18:53AM (or the date or recording of the insured mortgage, whichever is later)

1. Name of Insured: Equitable Financial Life Insurance Company, its Successors and/or Assigns ATIMA.
2. The estate or interest in the Land that is encumbered by the Insured Mortgage is: Fee Simple
3. Title is vested in: Millhaven Farms, LLC
4. The Insured Mortgage and its assignments, if any, are described as follows: Act of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing by Millhaven Farms, LLC in favor of Equitable Financial Life Insurance Company filed March 1, 2023 in Mortgage Book 4230, page 556, File Number 1870880, records of Ouachita Parish, Louisiana.
5. The Land referred to in this policy is described as follows: See Multi-purpose Schedule A (continued).
6. Subject to the conditions stated in the endorsements listed below and the payment of the appropriate premium, the following ALTA endorsements are incorporated in this policy if checked:
  - 4-06 (Condominium)
  - 4.1-06 (Condominium)
  - 5-06 (Planned Unit Development)
  - 5.1-06 (Planned Unit Development)
  - 6-06 (Variable Rate Mortgage)
  - 6.2-06 (Variable Rate Mortgage – Negative Amortization)
  - 7-06 (Manufactured Housing Unit)
  - 7.1-06 (Manufactured Housing – Conversion; Loan)
  - 8.1-06 (Environmental Protection Lien) – Paragraph b refers to the following state statute(s):  
**LSA – R.S. 30:2281 and LSA – R.S. 30:2205**
  - 9-06 (Restrictions, Encroachments, Minerals – Loan Policy)
  - 14-06 (Future Advance – Priority)
  - 14.1-06 (Future Advance – Knowledge)
  - 14.3-06 (Future Advance – Reverse Mortgage)
  - 22-06 (Location) The type of improvement is a \_\_\_\_\_, and the street address is as shown above.
  - LATISSO 100 (Collateral Mortgage Endorsement)
  - LATISSO 101 (Multiple Indebtedness Mortgage Endorsement)

JOHN C. LAIRD, AGENT

Name of Agency

By: \_\_\_\_\_

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



File No.: millhave farms.equitable A

Policy No.: 5011322-0004562e

## DESCRIPTION OF A 251.91 ACRE TRACT

Description of a 251.91 acre tract of land situated in Sections 19 and 30, T 18 N – R 5 E and Sections 24 and 25, T 18 N – R 4 E, Ouachita Parish, Louisiana, further described as follows;

FROM a found  $\frac{3}{4}$ " pipe at the Northwest Corner of Section 30, T 18 N – R 5 E, Ouachita Parish, Louisiana run South  $66^{\circ}07'34''$  East for 4087.62 feet to a found  $\frac{5}{8}$ " rebar in the western right of way line of Louisiana State Highway No. 594 and THE POINT OF BEGINNING; thence run South  $89^{\circ}48'51''$  West along the line common to Lots 5 and 6 of the Killoden Subdivision for 3001.38 feet to a found 1" iron pipe; thence run South  $00^{\circ}11'09''$  East for 399.99 feet to a found 1" iron pipe; thence run North  $89^{\circ}48'51''$  East for 555.79 feet to a set 1" iron pipe; thence run South  $00^{\circ}55'02''$  East along the west line of Unit 10 of Millhaven Estates, as per Plat Book 15, Page 61 of the Records of Ouachita Parish 350.89 feet to a set 1" iron pipe at the Southwest Corner of Lot 5 of said Unit 10; thence run South  $02^{\circ}37'58''$  West for 565.22 feet to a found  $\frac{1}{2}$ " rebar at the Northwest Corner of Lot 3 of Block A of Unit 9 of Millhaven Estates, as per Plat Book 15, Page 44 of the Records of Ouachita Parish; thence run South  $00^{\circ}38'27''$  West along the west line of Lot 3 for 139.98 feet to a set cotton picker spindle at the southwest corner thereof; thence run South  $33^{\circ}08'46''$  West for 59.29 feet to a set 1" iron pipe at the northwest corner of Lot 4 of Block B; thence run South  $00^{\circ}38'27''$  West along the west line of said Lot 4 and the projection thereof for 176.47 feet to a set 1" iron pipe in the south line of Lot 5 of Killoden Subdivision; thence run North  $89^{\circ}24'46''$  West along said south line approximately 1039 feet to a point in the centerline of Bennett Bayou; thence run in a northwesterly direction along said centerline approximately 682 feet to a point in the west line of Section 30; thence run North  $00^{\circ}01'37''$  West along said west line approximately 1063 feet to a set 1" iron pipe; thence run North  $00^{\circ}36'52''$  East along a fence for 1615.63 feet to a fence corner; thence run South  $88^{\circ}03'37''$  West along a fence for 242.53 feet to a fence corner; thence run North  $03^{\circ}14'52''$  East along said fence for 40.39 feet to a fence corner; thence run North  $76^{\circ}18'24''$  West along said fence for 53.19 feet to a point in the centerline of a ditch; thence run North  $10^{\circ}41'37''$  East along said centerline for 1379.69 feet to a point in the southern right of way line of United States Highway No. 80; thence run South  $85^{\circ}35'00''$  East along said right of way line for 344.49 feet to the P.C. of a curve to the right; thence run in a southeasterly direction along said right of way and curve having a Radius of 1629.56 feet, the Chord being South  $76^{\circ}33'17''$  East 511.44 feet for 513.56 feet to a point; thence run South  $67^{\circ}32'34''$  East along said right of way line for 1794.99 feet to a found monument; thence run South  $64^{\circ}02'46''$  East along said right of way line for 328.60 feet to a found monument; thence run South  $67^{\circ}34'52''$  East along said right of way line for 506.78 feet to a set 1" iron pipe; thence run South  $04^{\circ}39'14''$  East for 187.24 feet to a found 1" iron pipe; thence run North  $84^{\circ}46'46''$  East for 248.15 feet to a set 1" iron pipe; thence run North  $04^{\circ}25'35''$  West for 29.86 feet to a set 1" iron pipe; thence run North  $84^{\circ}46'46''$  East for 52.85 feet to a set 1" iron pipe in the aforementioned southern right of way line of United States Highway No. 80; thence run South  $67^{\circ}29'47''$  East along said right of way line for 22.34 feet to a found monument; thence run South  $27^{\circ}48'41''$  East along said right of way line for 322.54 feet to a found monument in the western right of way line of aforementioned Louisiana State Highway No. 594; thence run South  $01^{\circ}03'12''$  East along said right of way line for 251.72 feet to a point; thence run South  $00^{\circ}10'18''$  East along said right of way line for 1160.68 feet to a found  $\frac{5}{8}$ " rebar and The Point Of Beginning.

The above described tract of land is situated in Sections 19 and 30, T 18 N – R 5 E and Sections 24 and 25, T 18 N – R 4 E, Ouachita Parish, Louisiana, as shown on plat of survey, File Number 9500, Plat M-4936, as surveyed by Jeffrey M. Messinger, Professional Land Surveyor, containing 251.91 acres and is subject to all existing easements.

 <b>First American Title™</b>	<b>Loan Policy of Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	POLICY NUMBER <b>5011322-0004562e</b>

File No.: millhaven farms.equitable A

**EXCEPTIONS FROM COVERAGE**

**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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. 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 and not shown by the Public Records.
6. Any mineral or mineral rights leased, granted or retained by current or prior owners.
7. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
8. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable.
9. Any and all claims arising from the physical condition of the property which may be in violation of any local, state or federal ordinance, statute or regulations.
10. Blank.
11. Servitude by ULM Foundation to Greater Ouachita Water Company filed March 31, 2021 in Conveyance Book 2651, page 41, File No. 1822031, records of Ouachita Parish, Louisiana.
12. Mineral Deed by Clover Leaf Simmental Farms, Inc. to Ella Sefcik Johnson filed December 26, 1985 in Conveyance Book 1366, page 324, File No. 929924, records of Ouachita Parish, Louisiana.
13. Oil, Gas and Mineral Lease by Morris L. Johnson and Ella Sefcik Johnson to Gus Primos filed in Conveyance Book 795, page 311, File No. 527621, records of Ouachita Parish, Louisiana.
14. Right of Way Permit by Millhaven Development Corporation to Louisiana Power & Light Company filed January 9, 1978 in Conveyance Book 1119, page 494, File No. 758707, records of Ouachita Parish, Louisiana.
15. Right of Way Permit by Zoe Cooksey Willett to Louisiana Power & Light Company filed July 31, 1974 in Conveyance Book 1027, page 380, File No. 692964, records of Ouachita Parish, Louisiana.

16. Right of Way Permit by Zoe Cooksey Willett and Millhaven Development Corporation to Louisiana Power & Light Company filed July 31, 1974 in Conveyance Book 1027, page 373, File No. 692961, records of Ouachita Parish, Louisiana.
17. Right of Way and Easement Deed by Morris L. Johnson and Ella S. Johnson to United Gas Corporation filed June 23, 1958 in Conveyance Book 644, page 530, File No. 442107, records of Ouachita Parish, Louisiana.
18. Right of Way Permit by J. O. Willett to Louisiana Power & Light Company filed May 12, 1955 in File No. 402482, records of Ouachita Parish, Louisiana.
19. Oil, Gas and Mineral Lease by J. O. Willett to V. V. Bull filed February 2, 1950 in Conveyance Book 453, page 263, File No. 344195, records of Ouachita Parish, Louisiana.
20. Right of Way by Prentice O. Clark to Louisiana Power & Light Co., filed April 21, 1944 in File No. 294301, records of Ouachita Parish, Louisiana.
21. Natural servitudes of drain that exist based on the natural contours of the land as compared to contiguous property.
22. Those matters revealed by Survey Plat by Messinger & Associates, Inc. for Millhaven Farms, LLC dated January 18, 2023, Reference No. 9500M-4936.
23. Those matters revealed by Survey of Swenson's Subdivision of Killoden Plantation as filed in Conveyance Book 324, page 625, Conveyance Book 68, page 179, and Plat Book 5, page 19, records of Ouachita Parish, Louisiana.

**NOTE: Exception(s) numbered N/A above is/are hereby deleted.**



*First American Title*<sup>TM</sup>

Loan Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

**Schedule BII**

POLICY NUMBER

**5011322-0004562e**

File No.: millhaven farms.equitable A

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

None.