



**SUNBELT**  
TITLE AGENCY

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211 E. Colonial Drive, Orlando, FL 32801 • Phone (407) 425-5716 • Fax (303) 876-4532

## **Title Commitment Disclosure Cover Letter**

June 2, 2017

To: Dustin Vuong and Quyen Dao , Mai Doa and Jonathan Ta  
RICK BEAVERS  
Donalyn S. Matthew and Floyd E. Peterson  
Petronilla Fahnestock

Property Address: 3873 Long Branch Lane Apopka, FL 32712  
Seller: Dustin Vuong and Quyen Dao , Mai Doa and Jonathan Ta  
Buyer: Donalyn S. Matthew and Floyd E. Peterson  
File Number: 1720117-00655

Attached for review is a copy of the title insurance commitment for above described property. Please review carefully.

If you have any questions, please contact our office to discuss.

Thank you for allowing Sunbelt Title Agency to assist in the closing of the above mentioned property.

Sincerely,

Pamela Connell

Attachment: Title Commitment



Commitment for Title Insurance  
Issued By  
Title Resources Guaranty Company

Schedule A

Issuing Office File No.: 1720117-00655

1. Effective Date: **May 8, 2017 at 08:00:00 AM**

2. Policy or Policies to be issued:

Proposed Amount of Insurance:

a. ☒ Owner's Policy:

**\$259,000.00**

Proposed Insured: **Donalyn S. Matthew and Floyd E. Peterson**

b. ☒ Loan Policy:

**\$249,935.00**

Proposed Insured: **Waterstone Mortgage Corporation, its successors and/or assigns as their interest may appear**

Premium: **\$1909.50**

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

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

**Quyen Dao and Dustin Vuong, wife and husband**, by virtue of the Special Warranty Deed recorded in Official Records Book 8125, Page 1508, and **Dustin Vuong** by virtue of Quitclaim Deed recorded in Official Records Book 9583, Page 2635, and Quitclaim Deed recorded in Official Records Book 9583, Page 2637.

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

**See Attached Schedule A Continuation**

**SUNBELT TITLE AGENCY**  
**211 E. Colonial Drive,**  
**Orlando, Florida 32801**

\_\_\_\_\_  
An Authorized Signature



*Title Resources Guaranty Company*

By: Paul M. Nudger  
Executive Vice President

Michael P. Haydon  
Secretary

8111 LBJ Freeway, Ste. 1200  
Dallas, TX 75251  
1-800-526-8018

**Commitment  
Issued By  
Title Resources Guaranty Company**

**Schedule A Continuation**

**Lot 704, ROCK SPRINGS RIDGE PHASE IV-B, according to the plat thereof, recorded in Plat Book 55, Page(s) 103 through 105, inclusive, of the Public Records of Orange County, Florida.**

**Parcel Identification Number: 17-20-28-7424-07-040**

**Commitment  
Issued By  
Title Resources Guaranty Company  
  
Schedule B-I**

Agent's File Number: **1720117-00655**

**Requirements:**

The following are the requirements to be complied with

1. Payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment to us of the premiums, fees and charges for the policy.
3. Payment of all outstanding taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit:

- a. Deed from Quyen Dao and Dustin Vuong to Donalyn S. Matthew Floyd E. Peterson conveying the property described in Schedule "A".

THE GRANTOR'S MARITAL STATUS MUST BE CLEARLY INDICATED ON THE AFORESAID DOCUMENT AND IF GRANTOR IS MARRIED, PROPER JOINDER BY SPOUSE OR A NON-HOMESTEAD STATEMENT IS REQUIRED.

GRANTEE'S MARITAL STATUS MUST BE CLEARLY INDICATED ON THE AFORESAID DOCUMENT.

- b. Mortgage from Donalyn S. Matthew and Floyd E. Peterson to Waterstone Mortgage Corporation encumbering the property described in Schedule "A".

THE MORTGAGOR'S MARITAL STATUS MUST BE CLEARLY INDICATED ON THE AFORESAID DOCUMENT AND IF MORTGAGOR IS MARRIED, PROPER JOINDER BY SPOUSE OR A NON-HOMESTEAD STATEMENT IS REQUIRED.

5. Satisfaction of Mortgage from Quyen Dao and Dustin Vuong, wife and husband and Mai Dao, a single woman and Jonathan Ta, a single man to MERS as nominee for Universal American Mortgage Company, LLC, a Florida limited liability company, dated July 15, 2005 and recorded August 12, 2005, in Official Records Book 8125, Page 1510, of the Public Records of Orange County, Florida, given to secure the original principal sum of \$219,900.00.
6. The Deed from Mai Dao to Dustin Vuong recorded in Official Records Book 9583, Page 2635, of the Public Records of Orange County, Florida, may be defective in that it does not contain proper marital status, joinder by spouse or non-homestead recitation, nor does it contain proper witnesses and the grantor(s) name has been omitted from the notary acknowledgment. Said Deed should be corrected, properly initialed, re-executed and re-acknowledged in the presence of two subscribing witnesses, re-notarized, and re-recorded or a Corrective Deed shall be recorded.
7. The Deed from Jonathan Ta to Dustin Vuong recorded in Official Records Book 9583, Page 2637, of the Public Records of Orange County, Florida, may be defective in that it does not contain proper marital status, joinder by spouse or non-homestead recitation, nor does it contain proper witnesses. Said Deed should be corrected, properly initialed, re-executed and re-acknowledged in the presence of two subscribing witnesses, re-notarized, and re-recorded or a Corrective Deed shall be recorded.
8. Estoppel letter from the Rock Springs Ridge Homeowners Association, Inc. that all assessments, including special assessments, are paid in full to date, as provided in the Declaration of Covenants, Conditions and

Restrictions, recorded in Official Records Book 5437, Page 4918, of the Public Records of Orange County, Florida, which provides for a lien for the non-payment of assessments.

9. The name(s) of the Proposed Insured must be furnished.  
THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS UPON REVIEW.

NOTE: The amount of liability hereunder is limited to \$1,000.00 until such time as this Commitment is amended, in good faith with no knowledge of any title defect other than as reflected herein, to reflect the Proposed Amount of Insurance to be an amount that is approximately the fair market value of the property.

NOTES FOR INFORMATIONAL PURPOSES ONLY:

- (a): 2016 ad valorem taxes show paid in the gross amount of \$3,454.28 for Tax Identification No. 17-20-28-7424-07040. Assessed value is \$205,388.00.
- (b): The recording information of vesting instruments affecting title of said land(s) recorded within 24 months of the effective date of this report is/are as follows:
- None.
- (c): If requested, the Loan Policy will contain an ALTA 9-06 Restrictions, Easements, Minerals Endorsement (with Florida Modifications) upon review and examination of the following:
- (i) Survey acceptable to the Company and this Commitment and Policy will be subject to such further exceptions as may arise upon the disclosure of matters examined and reviewed; and
  - (ii) Proper execution of the Title Affidavits in a form acceptable to the Company.
- (d): If requested, the Loan Policy will contain an ALTA 8.1-06 Environmental Protection Lien Endorsement (with Florida Modifications) provided no notice of lien(s) or lien for cleanup and removal are shown by the Public Records or provided by state statute.
- (e): If the Mortgage to be insured is a purchase money mortgage, unless requested by the lender, judgments/liens against the buyer(s)/borrower(s) which are subordinate to the insured mortgage are not shown herein. If the Mortgage is not a purchase money mortgage, the Company reserves the right to make additional requirements or exceptions. Similarly, unless requested by the buyer(s), judgments/liens against the buyer(s) are not shown herein, because the Owners Policy does not insure against such matters.

**Commitment  
Issued By  
Title Resources Guaranty Company**

**Schedule B-II**

Agent's File Number: **1720117-00655**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the Land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
4. Easements or claims of easements not shown by the Public Records.
5. Any lien, or right to a 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.
6. 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.
7. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
8. Any minerals or mineral rights leased, granted or retained by current or prior owner.
9. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.
10. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, or gas systems supplying the lands described herein.
11. Covenants, conditions, restrictions, easements and other matters as shown at plat in Plat Book 55, Page(s) 103 through 105, inclusive, of the Public Records of Orange County, Florida.
12. Easements as shown at plat in Plat Book 55, Page(s) 103 through 105, inclusive, of the Public Records of Orange County, Florida, including but not limited to the following: 10 foot drainage, cable tv and utility easement along front lot line; 7.5 foot drainage, cable tv and utility easement along each side lot line; 10 foot drainage, cable tv and utility easement along rear lot line.
13. Terms, covenants, conditions, restrictions, easements, assessments, and possible liens created by and set forth in the Declaration recorded in Official Records Book 5437, Page 4918, Public Records of Orange County, Florida, which, among other things, may contain or provide for easements on the land, liens for liquidated damages, private charges or assessments, option to purchase, rights of first refusal, setbacks, party wall agreement and prior approval of a future purchaser or occupant; amendments thereto recorded in Official Records Book 5542, Page 267, Official Records Book 5793, Page 1629, Official Records Book 6229, Page 2601, Official Records Book 6417, Page 705, Official Records Book 6970, Page 2772, Official Records Book 7682, Page 965, and Official Records Book 7708, Page 1123, of the Public Records of Orange County, Florida, and amendments thereto.

14. Oil and Mineral Reservation reserved unto the State of Florida by that certain Deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded August 13, 1945, in Deed Book 669, Page 66, Public Records of Orange County, Florida; the right of entry in respect to any interest in phosphate, minerals and metals and any interest in petroleum heretofore or hereafter reserved in favor of the Board of Trustees of the Internal Improvement Trust Fund has been released by virtue of Florida Statutes 270.11.
15. Oil and Mineral Reservation reserved unto the State of Florida by that certain Deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded April 18, 1947, in Deed Book 739, Page 237, Public Records of Orange County, Florida; the right of entry in respect to any interest in phosphate, minerals and metals and any interest in petroleum heretofore or hereafter reserved in favor of the Board of Trustees of the Internal Improvement Trust Fund has been released by virtue of Florida Statutes 270.11. Release of Road Reservation recorded in OR. Book 4597, Page 121, of the Public Records of Orange County, Florida.
16. Annexation Agreement between the City of Apopka and Rock Springs Ridge, Ltd., recorded December 23, 1996, in Official Records Book 5174, Page 3931, of the Public Records of Orange County, Florida.
17. Rock Springs Ridge Developers Agreement recorded March 20, 1998, in Official Records Book 5437, Page 4912, of the Public Records of Orange County, Florida.
18. Easement Agreement by and between Rock Springs Ridge Homeowners Association, Inc. and Florida Gas Transmission Company, L.L.C., as recorded in Official Records Book 9486, Page 4141, of the Public Records of Orange County, Florida.
19. Encroachment Agreement by and between Rock Springs Ridge Homeowners Association, Inc. and Florida Gas Transmission Company, L.L.C., as recorded in Official Records Book 10030, Page 6820, of the Public Records of Orange County, Florida.

**NOTES FOR INFORMATIONAL PURPOSES ONLY:**

- (a): Items 2, 3, 4, 5 and 6 of Schedule "B-II" of this Commitment, will be deleted from any policies issued pursuant thereto, upon the Company's review and acceptance of an Affidavit of Possession and No Liens, Survey acceptable to the Company, and the Company's review of the potential exposure of construction liens. The Company reserves the right to exclude from coverage matters disclosed by the Affidavit, Survey, or discovered in the Company's review of the potential exposure for construction liens and to make such additional requirements as it may deem necessary.
- (b): All recording information contained herein refers to the Public Records of Orange County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Records Books of said county, unless indicated to the contrary.
- (c): As to all Restrictions set forth above, the following is added:..."but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to handicap, but does not discriminate against handicapped persons."

<b>FACTS</b>	<b>WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call (888) 485-3791	



Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes –information about your creditworthiness <ul style="list-style-type: none"> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> </li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i></b></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b><i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i></b></li> </ul>

# TITLE RESOURCES GUARANTY COMPANY

## Notices – Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: CLAIMS DEPARTMENT, 8111 LBJ Freeway, Suite 1200, Dallas, TX 75251.



**Commitment for Title Insurance  
(with Florida Modifications)  
Issued By  
Title Resources Guaranty Company**

Title Resources Guaranty Company, a Texas a corporation (the "Company"), for a valuable consideration, 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 in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

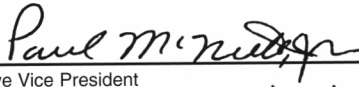
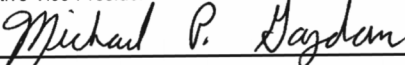
IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

*continued on back page*

By:   
An Authorized Signature



**Title Resources Guaranty Company**

By:   
Executive Vice President  
  
Secretary

8111 LBJ Freeway, Ste. 1200  
Dallas, TX 75251  
1-800-526-8018

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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