1400 Cherrington Parkway Coraopolis, PA 15108

Phone: (888) 414-6616

# **Curative Grade Sheet**

### ORDER DETAILS:

Order Number: 170294166 Loan Number: 1706166434

Borrower: **DENNIS C STEVENS** Property Address: 3013 SURREY LN,

CHICO, CA, 95973

### PRIMARY ESCROW/CLOSER

**SERVICELINK** 

1400 CHERRINGTON PARKWAY **MOON TOWNSHIP PA 15108** 

Phone: 800-439-5451

Contact: SERVICELINK CLOSINGS

TM-DONOTREPLY@BKFS.COM Email:

Entered: 07/31/2017 Status: PROBLEM

Grade: C

### **Curative Items**

Entered: 07/31/2017 Status: CLEARED **Taxes** 

Property Taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2016-2017, Assessor's Parcel Number: 006-270-049-000

Code Area: 002-395

1st Installment: \$2,383.03 PAID 2nd Installment: \$2,383.03 PAID

Land: \$130,000.00

Improvements: \$330,000.00

Exemption: HOMEOWNER, \$7,000.00 - 07/31/2017

# **Default Judgment**

A JUDGMENT, FOR THE AMOUNT SHOWN BELOW, AND ANY OTHER AMOUNT DUE:

AMOUNT: \$356,792.54

DEBTOR: DENNIS STEVENS; LARRY D. BREIDINGER CREDITOR: WILLIAM F. MINTON; DAVID A. WILKINS

DATE ENTERED: 07/26/2011

**COUNTY: BUTTE COURT**: Superior CASE NO.: 151128



SERVICELINK A BLACK KNIGHT COMPANY

1400 Cherrington Parkway Coraopolis, PA 15108 Phone: (888) 414-6616

RECORDED: 08/29/2011 as INSTRUMENT NO 2011-0028004, OF OFFICIAL RECORDS

-07/31/2017

From: Taylor, Abbey

Sent: Monday, July 31, 2017 10:35 AM To: DIL.Assistance@nationstarmail.com

Cc: 'mlemons@rruhllaw.com'

Subject: 170294166 // 3013 SURREY LN Chico, CA 95973

Fannie Mae Loan Number 1706166434

Servicer Loan Number 0629718792

Good Morning,

Can you please send me the releases for the below issues?

A JUDGMENT, FOR THE AMOUNT SHOWN BELOW, AND ANY OTHER AMOUNT DUE:

AMOUNT: \$356,792.54

DEBTOR : DENNIS STEVENS; LARRY D. BREIDINGER CREDITOR : WILLIAM F. MINTON; DAVID A. WILKINS

DATE ENTERED: 07/26/2011

COUNTY: BUTTE COURT: Superior CASE NO.: 151128

RECORDED: 08/29/2011 as INSTRUMENT NO 2011-0028004, OF OFFICIAL RECORDS A JUDGMENT, FOR THE AMOUNT SHOWN BELOW, AND ANY OTHER AMOUNT DUE:

AMOUNT: \$50,000.00 DEBTOR: DENNIS STEVENS

CREDITOR: BRIAN P. SMITH AND AMY M. SMITH

DATE ENTERED: 02/14/2013

COUNTY: BUTTE
COURT: Superior
CASE NO.: 152922

RECORDED: 09/10/2014 as INSTRUMENT NO 2014010446, OF OFFICIAL RECORDS - 07/31/2017

Entered: 07/31/2017 Status: PROBLEM

### **Default Judgment**

- A JUDGMENT, FOR THE AMOUNT SHOWN BELOW, AND ANY OTHER AMOUNT DUE:

AMOUNT: \$50,000.00 DEBTOR: DENNIS STEVENS

CREDITOR: BRIAN P. SMITH AND AMY M. SMITH

DATE ENTERED: 02/14/2013

COUNTY: BUTTE COURT: Superior CASE NO.: 152922

RECORDED: 09/10/2014 as INSTRUMENT NO 2014010446, OF OFFICIAL RECORDS



ServiceLink - Default Title and Close

1400 Cherrington Parkway Coraopolis, PA 15108 Phone: (888) 414-6616

- 07/31/2017

From: Taylor, Abbey

Sent: Monday, July 31, 2017 10:35 AM To: DIL.Assistance@nationstarmail.com

Cc: 'mlemons@rruhllaw.com'

Subject: 170294166 // 3013 SURREY LN Chico, CA 95973

Fannie Mae Loan Number 1706166434

Servicer Loan Number 0629718792

Good Morning,

Can you please send me the releases for the below issues?

A JUDGMENT, FOR THE AMOUNT SHOWN BELOW, AND ANY OTHER AMOUNT DUE:

AMOUNT: \$356,792.54

DEBTOR : DENNIS STEVENS; LARRY D. BREIDINGER CREDITOR : WILLIAM F. MINTON; DAVID A. WILKINS

DATE ENTERED: 07/26/2011

COUNTY: BUTTE COURT: Superior CASE NO.: 151128

RECORDED: 08/29/2011 as INSTRUMENT NO 2011-0028004, OF OFFICIAL RECORDS A JUDGMENT, FOR THE AMOUNT SHOWN BELOW, AND ANY OTHER AMOUNT DUE:

AMOUNT: \$50,000.00 DEBTOR: DENNIS STEVENS

CREDITOR: BRIAN P. SMITH AND AMY M. SMITH

DATE ENTERED: 02/14/2013

COUNTY: BUTTE COURT: Superior CASE NO.: 152922

RECORDED: 09/10/2014 as INSTRUMENT NO 2014010446, OF OFFICIAL RECORDS - 07/31/2017

## **Non-Curative Items**

Assigned Curator: TAYLOR, ABBEY

The Title Grade Report is intended for informational purposes only; it is not intended to replace or supplement the title evidence to which it refers, and no liability for reliance thereon is inferred, implied or expressed.



### Servicelink Title Company 3220 El Camino Real, Irvine, CA 92602 (714) 247-7000 (800) 323-0165

### PRELIMINARY REPORT - CALIFORNIA

### SERVICELINK TITLE COMPANY

### PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein CHICAGO TITLE INSURANCE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of CHICAGO TITLE INSURANCE COMPANY.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

SERVICELINK TITLE COMPANY

CHICAGO TITLE INSURANCE COMPANY

Countersigned

ALITHODIZED SICNATORY

### Servicelink Title Company 3220 El Camino Real, Irvine, CA 92602 (714) 247-7000 (800) 323-0165

### PRELIMINARY REPORT - CALIFORNIA

#### SERVICELINK TITLE COMPANY

**TITLE OFFICER: JASON DASILVA** 

TO: FANNIE MAE

14221 DALLAS PARKWAY, SUITE 1000

**DALLAS, TX 75254** 

**ATTENTION: LYNNA THEIMER** 

ORDER NO: 170294166 REFERENCE NO:

PROPERTY ADDRESS: 3013 SURREY LN, CHICO, CA 95973

**EFFECTIVE DATE**: 07/14/2017

THE FORM OF THE POLICY OR POLICIES OF THE TITLE INSURANCE CONTEMPATED BY THIS REPORT IS:

ALTA OWNERS POLICY (6-17-06), WITH WESTERN REGIONAL EXCEPTIONS ALTA LOAN POLICY (6-17-06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

FEE SIMPLE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, A FEDERALLY CHARTERED CORPORATION

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF CHICO, COUNTY BUTTE, AND STATE THE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

# LEGAL DESCRIPTION EXHIBIT "A"

LOT 18, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SHASTA ESTATES", FILED IN THE OFFICE OF THE COUNTY RECORDER OF BUTTE COUNTY, CALIFORNIA, ON JULY 13, 1977, IN BOOK 58 OF MAPS, AT PAGE(S) 49 AND 50.

TAX ID: 006-270-049-000

# PRELIMINARY REPORT – CALIFORNIA EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

WESTERN REGIONAL EXCEPTIONS FOR 2006 ALTA POLICIES:

- 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 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.
- 5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), OR (C) ARE SHOWN BY THE PUBLIC RECORDS.
- ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR OR MATERIAL NOT SHOWN IN PUBLIC RECORDS.

### ADDITIONAL EXCEPTIONS FROM COVERAGE

- 1. PROPERTY TAXES, WHICH ARE A LIEN NOT YET DUE AND PAYABLE, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES TO BE LEVIED FOR THE FISCAL YEAR 2017-2018.
- 2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
- 3. PROPERTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2016-2017, ASSESSOR'S PARCEL NUMBER: 006-270-049-000

CODE AREA: 002-395

1ST INSTALLMENT: \$2,383.03 PAID 2ND INSTALLMENT: \$2,383.03 PAID

LAND: \$130,000.00

IMPROVEMENTS: \$330,000.00

EXEMPTION: HOMEOWNER, \$7,000.00

4. CALIFORNIA WATER SERVICE COMPANY

2222 DR. MARTIN LUTHER KING JR. PARKWAY - CHICO, CA 95928 - PHONE (530) 893-6300

INFOCH@CALWATER.COM

NORTH VALLEY WASTE MANAGEMENT

2569 SCOTT AVENUE - CHICO, CA 95928 - PHONE (530) 893-4777 - FAX (530) 893-5825

CUSTOMER SERVICE: CSSACRAMENTO@WM.COM

GRAN MUTUAL WATER COMPANY,

P.O. BOX 1495, CHICO, CA 95927-1495 - PHONE (530) 895-8516 - FAX (530) 894-1079

5. TRANSFER TAX AFFIDAVIT REQUIREMENTS: NONE

PRELIMINARY CHARGE OF OWNERSHIP (PCOR) – WILL TAKE A COPY TRANSFER TAX: (PER 1,000.00) COUNTY: \$1.10 CITIES: NONE

- 6. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
- 7. EASEMENTS AND BUILDING SETBACK LINE, DEDICATIONS OR OFFER FOR DEDICATION, IF ANY, NOTES AND STATEMENTS, IF ANY, AS SHOWN ON THAT CERTAIN MAP FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JULY 13, 1977, IN BOOK 58 OF MAPS, AT PAGE(S) 49 AND 50, REFERRED TO HEREIN.
- 8. COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THE DOCUMENT, BUT OMITTING, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS CONTROLLED OR PERMITTED BY ANY APPLICABLE FEDERAL OR STATE LAW, ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, MEDICAL CONDITION, NATIONAL ORIGIN, SOURCE OF INCOME, OR ANCESTRY.

RECORDED: JULY 19, 1977, BOOK 2190, PAGE 658, OF OFFICIAL RECORDS

SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

- 9. IN THE EVENT THAT ANY EXCEPTION HEREIN CONTAINS COVENANTS, CONDITIONS AND RESTRICTIONS, SAID EXCEPTION OMITS ANY COVENANTS OR RESTRICTIONS, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
- 10. THE RIGHT TO TAKE OR OTHERWISE EXTRACT WATER FROM BENEATH THE SURFACE, HOWEVER, WITHOUT THE RIGHT OF SURFACE ENTRY AND WITHOUT ANY AUTHORIZATION FOR THE WITHDRAWAL OF WATER WHICH WILL RESULT IN THE DAMAGE TO ANY BUILDING OR STRUCTURE ERECTED UPON SAID LAND.

GRANTED TO: CALIFORNIA WATER SERVICE COMPANY

RECORDED: JULY 26, 1977, BOOK 2194, PAGE 610, OF OFFICIAL RECORDS

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

11. A JUDGMENT, FOR THE AMOUNT SHOWN BELOW, AND ANY OTHER AMOUNT DUE:

AMOUNT: \$356,792.54

DEBTOR: DENNIS STEVENS; LARRY D. BREIDINGER CREDITOR: WILLIAM F. MINTON; DAVID A. WILKINS

DATE ENTERED: 07/26/2011

COUNTY: BUTTE COURT: SUPERIOR CASE NO.: 151128

RECORDED: 08/29/2011 AS INSTRUMENT NO 2011-0028004, OF OFFICIAL RECORDS

12. A JUDGMENT, FOR THE AMOUNT SHOWN BELOW, AND ANY OTHER AMOUNT DUE:

AMOUNT: \$50,000.00

**DEBTOR: DENNIS STEVENS** 

CREDITOR: BRIAN P. SMITH AND AMY M. SMITH

DATE ENTERED: 02/14/2013

COUNTY: BUTTE COURT: SUPERIOR CASE NO.: 152922

RECORDED: 09/10/2014 AS INSTRUMENT NO 2014010446, OF OFFICIAL RECORDS

13. RECORD INSTRUMENTS CONVEYING OR ENCUMBERING THE ESTATE OR INTEREST TO BE INSURED, BRIEFLY DESCRIBED:

PROPERLY DRAFTED AND EXECUTED DEED FROM AN AUTHORIZED REPRESENTATIVE OF FEDERAL NATIONAL MORTGAGE ASSOCIATION, A FEDERALLY CHARTERED CORPORATION TO NEW BUYER(S).

NOTE: MARITAL STATUS MUST BE SHOWN ON THE NEW DEED WHEN REQUIRED FOR RECORDING PURPOSES BASED ON COUNTY/STATE GUIDELINES

PROPERLY DRAFTED AND EXECUTED (MORTGAGE/DEED OF TRUST) FROM NEW BUYER(S), AND SPOUSE(S), IF ANY, TO (TBD), SECURING A LIEN IN THE AMOUNT TO BE DETERMINED.

NOTE: MARITAL STATUS MUST BE STATED ON THE MORTGAGE/DEED OF TRUST DOCUMENT.

ANY DEED PREPARED IN CONNECTION WITH THIS TRANSACTION MUST INCLUDE THE RELATIONSHIP OF GRANTOR OR GRANTEE IN ORDER TO DETERMINE THE APPLICABILITY OF TRANSFER TAXES, IF ANY.

14. THE COMPANY REQUIRES A SIGNED NOTICE OF AVAILABILITY OF OWNERS TITLE INSURANCE FROM THE BUYER/BORROWER ACKNOWLEDGING THEIR ACCEPTANCE OR REFUSAL OF COVERAGE

NOTE: THIS REQUIREMENT ONLY APPLIES TO PURCHASE TRANSACTIONS NOT A RE-FI OR HOME EQUITY WHERE THE BORROWER ALREADY OWNS THE PROPERTY.

- 15. PROPERLY DRAFTED AND EXECUTED OWNER'S AFFIDAVIT FROM AN AUTHORIZED REPRESENTATIVE OF FEDERAL NATIONAL MORTGAGE ASSOCIATION, A FEDERALLY CHARTERED CORPORATION.
- 16. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

### **END OF ITEMS**

#### **NOTES**

### THE FOLLOWING NOTES ARE FOR INFORMATIONAL PURPOSE ONLY:

- NOTE: ATTACH THE CLTA ENDORSEMENT FORM 116 INDICATING THAT THERE IS LOCATED ON SAID LAND A SINGLE FAMILY RESIDENCE KNOWN AS 3013 SURREY LN, CHICO, CA 95973 TO AN EXTENDED COVERAGE LOAN POLICY.
- 2. NOTE: NONE OF THE ITEMS SHOWN IN THIS REPORT WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN EXTENDED COVERAGE LOAN POLICY, WHEN ISSUED.
- 3. NOTE: THIS COMPANY WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON. AFTER REVIEW OF THE REQUESTED STATEMENT(S) OF INFORMATION, THE COMPANY MAY HAVE ADDITIONAL REQUIREMENTS BEFORE THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE.

PARTIES : BUYER(S)

(NOTE: THE STATEMENT OF INFORMATION IS NECESSARY TO COMPLETE THE SEARCH AND EXAMINATION OF TITLE UNDER THIS ORDER. ANY TITLE SEARCH INCLUDES MATTERS THAT ARE INDEXED BY NAME ONLY, AND HAVING A COMPLETED STATEMENT OF INFORMATION ASSISTS THE COMPANY IN THE ELIMINATION OF CERTAIN MATTERS WHICH APPEAR TO INVOLVE THE PARTIES BUT IN FACT AFFECT ANOTHER PARTY WITH THE SAME OR SIMILAR NAME. BE ASSURED THAT THE STATEMENT OF INFORMATION IS ESSENTIAL AND WILL BE KEPT STRICTLY CONFIDENTIAL TO THIS FILE.)

- 4. NOTE: IF A COUNTY RECORDER, TITLE INSURANCE COMPANY, ESCROW COMPANY, REAL ESTATE BROKER, REAL ESTATE AGENT OR ASSOCIATION PROVIDES A COPY OF A DECLARATION, GOVERNING DOCUMENT OR DEED TO ANY PERSON, CALIFORNIA LAW REQUIRES THAT THE DOCUMENT PROVIDED SHALL INCLUDE A STATEMENT REGARDING ANY UNLAWFUL RESTRICTIONS. SAID STATEMENT IS TO BE IN AT LEAST 14-POINT BOLD FACE TYPE AND MAY BE STAMPED ON THE FIRST PAGE OF ANY DOCUMENT PROVIDED OR INCLUDED AS A COVER PAGE ATTACHED TO THE REQUESTED DOCUMENT. SHOULD A PARTY TO THIS TRANSACTION REQUEST A COPY OF ANY DOCUMENT REPORTED HEREIN THAT FITS THIS CATEGORY; THE STATEMENT IS TO BE INCLUDED IN THE MANNER DESCRIBED.
- 5. NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.

### 24 MONTH CHAIN OF TITLE

NOTE: THE ONLY CONVEYANCES AFFECTING SAID LAND RECORDED WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE OF THIS REPORT, ARE AS FOLLOWS:

A. GRANTOR: DENNIS C. STEVENS AND PATRICIA STEVENS, HUSBAND AND WIFE AND DENNIS C.

STEVENS, AS TRUSTEE OF THE DENNIS C. STEVENS TRUST DATED MARCH 24, 2009

GRANTEE: FEDERAL NATIONAL MORTGAGE ASSOCIATION, A FEDERALLY CHARTERED

CORPORATION

RECORDED: 05/31/2017, IN INSTRUMENT NO 2017-0018560, OF OFFICAL RECORDS

B. GRANTOR: DENNIS C. STEVENS AND PATRICIA M. STEVENS, HUSBAND AND WIFE, AS JOINT

**TENANTS** 

GRANTEE: DENNIS C. STEVENS, AS TRUSTEE OF THE DENNIS C. STEVENS TRUST DATED MARCH

24, 2009

RECORDED: 12/31/2015, IN INSTRUMENT NO 2015-0046577, OF OFFICAL RECORDS

## NOTES (Continued) END OF NOTES

8

### Attachment One (Revised 06-03-11)

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

### **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 which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but 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; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
- Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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.
- Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

### **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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

1. Taxes or assessments which 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.

Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

# CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

### **EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - that result in no loss to You; or
  - d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- Failure to pay value for Your Title.
- 6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Our Maximum Dollar

# AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - \* land use
  - \* improvements on the land
  - land division
  - \* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

- 2. The right to take the land by condemning it, unless:
  - \* a notice of exercising the right appears in the public records
  - \* on the Policy Date
  - \* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks:
  - \* that are created, allowed, or agreed to by you
  - \* that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - \* that result in no loss to you
  - \* that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
  - \* to any land outside the area specifically described and referred to in Item 3 of Schedule A
  - \* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### 2006 ALTA LOAN POLICY (06-17-06) 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:

- (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.
- 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).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### **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 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.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- Any lien or right to a lien for services, labor or material not shown by the Public Records.

### 2006 ALTA OWNER'S POLICY (06-17-06) 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.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **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:

- (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 in 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 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 that are not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

# ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) 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 which arise by reason of:

- (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, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 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, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness 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. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. 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 27(b) of this policy.

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this Summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, addressdemographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
<u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or as directed at the end of this Privacy Notice.

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

<u>Personal Information</u>. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

### **How Information is Collected**

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect Browsing Information from you as follows:

- <u>Browser Log Files</u>. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- <u>Cookies</u>. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

### **Use of Collected Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

### When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order:
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

<u>For California Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

### **Information From Children**

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

### **Privacy Outside the Website**

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

### The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number masked upon entry;
- email address:
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or by mail or phone to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, FL, 32204 Attn: Chief Privacy Officer (888) 934-3354