



## NETCO Title Company

As agent for: AmTrust Title Insurance Company

23172 Plaza Pointe Drive, Suite 135

Laguna Hills, CA 92653

Jim Burda (949)598-1855

[jburda@netcotitle.com](mailto:jburda@netcotitle.com)

## PRELIMINARY REPORT

### Prepared For:

Balboa Real Estate  
5256 South Mission Road, Suite 123  
Bonsall, CA 92003

### Contact your Team below for any questions on your file:

NETCO Title Co.[CST-M-SC- I & S]  
23172 Plaza Pointe Drive, #135  
Laguna Hills, CA 92653  
(949)598-1855  
[southoctxteam@netcotitle.com](mailto:southoctxteam@netcotitle.com)

### Escrow Number:

NETCO Title File No.:NCA-1399586

Reference: TBD

Mufid F. Samara and Salam S. Samara

Property Address: 17514 Fairbreeze Court, Riverside, CA 92504

**NETCO Title 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 of 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 on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit "A" attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the Exceptions and Exclusions set forth in the attached Exhibit "A" of this report carefully. 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.**

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.

**Dated as of March 13, 2024 at 7:30 A.M.**

# Privacy Policy Notice

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313):

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, etc. We do not disclose any nonpublic personal information about our customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



## SCHEDULE A

The form of policy of title insurance contemplated by this report is:

**ALTA Homeowner's Policy of Title Insurance (Rev02/03/10) - Owners and/or A.L.T.A. Policy  
2006 - Loan**

**A specific request should be made if another form or additional coverage is desired.**

The estate or interest in the land hereinafter described or referred to covered by this Report is:

**Fee Simple**

Title to said estate or interest at the date hereof is vested in:

**Mufid F Samara and Salam S Samara, Trustees under the Samara Family Trust dated January 31, 2006**

The land referred to in this Report is situated in the City of Riverside, County of Riverside, State of California, and is described as follows:

**(See "Legal Description" Schedule C Attached)**

## Schedule B

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions shown in Exhibit A and in said policy form would be as follows:

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 record.
2. Facts which would be disclosed by a comprehensive survey of the premises herein described.
3. Rights and claims of parties in possession.
4. Unfiled Mechanic's and Materialmen's liens.
5. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the Public Records or listed in Schedule B. AmTrust Title Insurance Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.
6. 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.

Note: Total Assessed Value: Land: \$212,080.00  
 Improvements: \$516,075.00  
 Exemptions: \$0  
 Total: \$728,155.00

7. General and Special City and/or County taxes, including any assessments collected with taxes, for the fiscal year 2023-2024

1st Installment: \$4,126.42 are paid

2nd Installment: \$4,126.42 are paid

8. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.

9. Water rights, claims or title to water, whether or not shown by the public records

10. Abutter's rights of ingress and egress to or from Nandina Avenue, have been dedicated or relinquished on the filed Map

11. An easement for roads, pipe lines, water conduits and public utilities and incidental purposes in the document recorded January 21, 1911 in Book 324 of Deeds, Page 389.

The location of the easement cannot be determined from record information

12. The Terms, Provisions and Easement(s) contained in the document entitled "Grant of Easement and Agreement" recorded February 14, 2005 as Instrument No. 2005-242051 of Official Records

13. An easement for the purpose shown below and rights incidental thereto as shown or as offered for dedication on the recorded map shown below:

Map of: Tract 32172  
Easement Purpose: drainage and utilities  
Affects: as shown on said map

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted to: Pacific Bell Telephone Company (No representation made herein as to the present ownership of said Easement)  
Purpose: public utilities  
Recorded: February 21, 2007 As (instrument) 2007-0117781 of the Official Records of Riverside County, California  
Affects: as set out therein

Reference herein made to said instrument for full particulars

15. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Granted to: Southern California Edison Company (No representation made herein as to the present ownership of said Easement)  
Purpose: public utilities  
Recorded: February 22, 2007 As (instrument) 2007-0123062 of the Official Records of Riverside County, California  
Affects: as set out therein

Reference herein made to said instrument for full particulars

16. The terms and provisions contained in the document entitled "Declaration of Covenants and Election Nandina Grove, LLC" recorded July 15, 2008 as Instrument No. 2008-0385933 of Official Records

17. Any rights of the parties in possession of said land, based on any unrecorded lease, or leases, as disclosed by an inspection.

This Company will require that a full copy of any unrecorded lease or leases be submitted to us, together with all supplements, assignments and amendments, before issuing any policy of title insurance.

18. Deed of Trust dated: October 27, 2020  
Recorded on: March 17, 2021  
As (instrument) 2021-0167907 of the Official Records of Riverside County, California  
Executed by: Mufid F Samara and Salam S Samara, Trustees under the Samara Family Trust dated January 31, 2006  
Trustee: First American Title  
Beneficiary: Mortgage Electronic Registration Systems, Inc. as nominee for PHH Mortgage Corporation  
Amount: \$198,000.00

19. Deed of Trust dated: June 25, 2018  
Recorded on: June 29, 2018  
As (instrument) 2018-0262230 of the Official Records of Riverside County, California  
Executed by: Mufid F Samara and Salam S Samara, Trustees under the Samara Family Trust dated January 31, 2006

Trustee: SchoolsFirst Federal Credit Union  
Beneficiary: SchoolsFirst Federal Credit Union  
Amount: \$150,000.00

Note: The above Instrument contains provisions for future advances under a revolving loan agreement. We will require the payment of all sums due and the termination of the line of credit, if any, related to the above security instrument.

Subordination Agreement dated: October 8, 2020

Recorded on: March 17, 2021

As (instrument) 2021-0167908 of the Official Records of Riverside County, California

Between: SchoolsFirst Federal Credit Union and PHH Mortgage Corporation

20. With respect to the trust herein referred to we will require:

A. A certificate pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

B. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.

C. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

21. The spouse of each party(ies) to the contemplated transaction must join in the execution of any conveyance or mortgage of the subject property in order to release community property interests. Exception is if a valid deed has been filed in public records from the non-vested spouse confirming the status of the property as the sole and separate property of the vested spouse. The marital status and name(s) of their non borrowing spouse must be listed on the face of the instrument establishing the interest to be insured.

22. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof

NOTE: THIS PRELIMINARY REPORT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT

Note: FOR INFORMATIONAL PURPOSES ONLY - In conjunction with the production of this commitment, public record for at least the 24 months immediately preceding the effective date listed in Schedule A herein were searched. All conveyances of the subject property in the 24 months immediately preceding the effective date herein are reflected below:

NONE OF RECORD

DISBURSEMENT LAW: Assembly Bill 512 (Chapter 598, Statutes of 1989), which added Section 12413.1 to the Insurance Code of the State of California was effective January 1, 1990. Except for funds deposited by wire transfer, other electronic payment, or cash, this law prohibits all title insurance companies, controlled escrow companies, and underwritten title companies from disbursing funds from an escrow or sub-escrow account until the day these funds are made available to the depositor pursuant to Part

229 of Title 12 of the Code of Federal Regulations, (Reg. CC). Under Reg. CC, items such as cashiers, certified or teller's checks may be available for disbursement on the business day following the business day of deposit; however, other forms of deposits may cause extended delays in the closing of the escrow. IMPORTANT NOTE: For the benefit of all parties, this company has adopted a policy that uncertified funds, in the aggregate, may not exceed the sum of \$250.00 and any amounts in excess of \$10,000.00 must be remitted only by Wire Transfer (wiring instructions available upon request).

23. Mineral rights, reservations, easements and exclusions in the patent conveying said land.



## NOTES AND REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing the name of anyone not referred to in this Preliminary Report who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
4. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

Note: An investigation of said land discloses improvements thereon designated as a Single Family Residence. The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 for the property known as:

17514 Fairbreeze Court, in the City of Riverside, County of Riverside, State of California

## **Schedule C Legal Description**

The land referred to in this Report is situated in the City of Riverside, County of Riverside, State of California, and is described as follows:

Lot 22 of Tract No. 32172, in the County of Riverside, State of California, as per map recorded in Book 407, Pages 98 to 100, inclusive, of Maps, in the Office of the County Recorder of said County

**\*\*\*\*\* End Legal Description \*\*\*\*\***

**Address(es) and parcel number(s) below are for informational purposes only:**

Commonly known as: 17514 Fairbreeze Court, Riverside, CA 92504

Parcel Number: 273-622-031

### Available Discounts

Upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

- \* Property located within an area proclaimed a state or federal disaster area;
- \* Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;
- \* Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS****1. 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, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 of 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 had 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 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.
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 the estate of 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 applicable doing business laws of the state in which the land is situated.
5. 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.
6. Any claim, which arises out of the transaction vesting in the insured the estate or 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**

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, which are 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.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01/01/08)  
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 policy power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
  - land use
  - building
  - zoning
  - improvements on the land
  - land divisions
  - environmental protection

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

2. The right to take the land by condemning it, unless:
  - a notice of exercising the right appears in the Public Records at the Policy Date.
  - the taking happened before the Policy Date and is binding on you if You bought the land without knowing of the taking.

This Exclusion does not limit the coverage described in Item 17 of Covered Risk.

3. 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 appear in the Public Records
  - that result in no loss to You
  - that first occur after the Policy Date - this does not limit the coverage the labor or material lien coverage in Items 7, 8.e., 25, 26, 27 or 28 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 paragraph 3 of Schedule A, or
  - in streets, alleys, or waterways that touch your Land.

This Exclusion does not limit the coverage described in Items 11 or 21 of Covered Title Risks.

6. 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.

**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 on Our Maximum Dollar Limit of Liability shown in Schedule A.  
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00

**EXCEPTIONS FROM COVERAGE**

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

1. Someone claiming an interest in your land by reason of:
  - A. Easements not shown in the public records
  - B. Boundary disputes not shown in the public records
  - C. Improvements owned by your neighbor placed on your land
2. If, in addition to a single family residence, your existing structure consists of one or more Additional Dwelling Units, Item 12 of Covered Title Risks does not insure you against loss, costs, attorneys' fees, and expenses resulting from:
  - A. The forced removal of any Additional Dwelling Unit, or,
  - B. The forced conversion of any Additional Dwelling Unit back to its original use,

If said Additional Dwelling Unit was either constructed or converted to use as a dwelling unit in violation of any law or government regulation.

**3. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (2006) WITH ALTA ENDORSEMENT - FORM 1 COVERAGE  
and  
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (2006)  
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE**

**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, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or locations 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 had 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 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.
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) 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory liens for services, labor or materials, or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 applicable doing business laws of the state in which the land is situated.
5. 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.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from the improvement or work related to the land which is contracted for and commenced subsequent to date of policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at date of policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as the result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to purchaser for value or a judgment or lien creditor.

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

**EXCEPTIONS FROM COVERAGE**

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, which are 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.

**AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (2006)**  
**and**  
**AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (2006)**  
**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, attorney's fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 of 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 had 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 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.
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 the estate of interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that is based on
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument or transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

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

**EXCEPTIONS FROM COVERAGE**

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, which are 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.

Statement of Information/Personal Information Affidavit

To expedite your application for a mortgage loan and the associated request for title insurance, please complete and return this form immediately. The information provided is for confidential use by your Lender and NETCO (the title company) in conjunction with searching the land title and court records and will not be disseminated to any third party. NOTE: This Affidavit must be filled out completely by each affiant and returned to NETCO prior to the closing of your transaction to avoid any delays.

NETCO File Number: NCA-1399586

The full address(es) of the property(ies) in this transaction: \_\_\_\_\_

Type of Improvement(s): \_\_\_\_\_ Single Family Residential \_\_\_\_\_ Multi-family Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Vacant land

Occupied by (for refinance)/Will be occupied by (for sale): \_\_\_\_\_ Owner/Buyer \_\_\_\_\_ Tenant \_\_\_\_\_ Unoccupied

Please provide full legal names of all parties. No nicknames or initials please.
\*\*\*IF NO MIDDLE NAME, PLEASE INCLUDE COPY OF CERTIFICATE OF BIRTH\*\*\*
Party 1 Party 2

Check one: \_\_\_\_\_ Buyer/Borrower \_\_\_\_\_ Seller

Check one: \_\_\_\_\_ Buyer/Borrower \_\_\_\_\_ Seller

Name: (First) (FULL Middle) (Last)

Name: (First) (FULL Middle) (Last)

Aliases/Former name(s)

Aliases/Former name(s)

Birth Date Birthplace

Birth Date Birthplace

Social Security Number Drivers License Number & State

Social Security Number Drivers License Number & State

Marital Status (Never married/Married/Divorced/Widow(er)/Domestic Partner)

Marital Status (Never married/Married/Divorced/Widow(er)/Domestic Partner)

Date of Marriage/Partnership (if married): \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Marriage/Partnership (if married): \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of current spouse or partner (if other than Party 2)

Name of current spouse or partner (if other than Party 1)

Name of former spouse or partner (if none then write NONE)

Name of former spouse or partner (if none then write NONE)

( ) - ( ) Home phone Work/Cellular phone

( ) - ( ) Home phone Work/Cellular phone

Email Address: @

Email Address: @

Dissolution Pending: Yes No
Do you make child support payments: Yes No

Dissolution Pending: Yes No
Do you make child support payments: Yes No

(CONTINUED ON NEXT PAGE)



RESIDENCE(S) DURING PAST 20 YEARS (Attach additional pages if necessary)

(Circle one or both)

Party 1 Party 2 \_\_\_\_\_  
Number and Street City, State, Zip From(Date) To (Date)

Party 1 Party 2 \_\_\_\_\_  
Number and Street City, State, Zip From(Date) To (Date)

Party 1 Party 2 \_\_\_\_\_  
Number and Street City, State, Zip From(Date) To (Date)

\*\*\*\*\*IF EITHER PARTY HAS OR HAS HAD AN INTEREST IN OTHER PROPERTY NOT LISTED ABOVE IN THE LAST 20 YEARS PLEASE ATTACH ADDITIONAL PAGE WITH APPLICABLE INFORMATION\*\*\*\*\*

OCCUPATION(S) AND BUSINESSES OWNED DURING PAST 20 YEARS (Attach additional pages if necessary)

(Circle One)

Party 1 Party 2 \_\_\_\_\_  
Company Name Location (City, State) Dates To/From Self Employed Y/N

Party 1 Party 2 \_\_\_\_\_  
Company Name Location (City, State) Dates To/From Self Employed Y/N

Party 1 Party 2 \_\_\_\_\_  
Company Name Location (City, State) Dates To/From Self Employed Y/N

Party 1 Party 2 \_\_\_\_\_  
Company Name Location (City, State) Dates To/From Self Employed Y/N

Has either party filed bankruptcy? \_\_\_\_ Yes \_\_\_\_ No If Yes: County/State \_\_\_\_\_ Year \_\_\_\_\_ Case #: \_\_\_\_\_

Has either party had a judgment (including Divorce/Dissolution of Marriage) filed against them? \_\_\_\_ Yes \_\_\_\_ No  
If YES, please list (including County/State, year, case number, creditor, amount, etc... - attach additional page if necessary): \_\_\_\_\_

**PROPERTY SPECIFIC ITEMS**

List any liens, mortgages, encumbrances and/or special assessments relating to above property: \_\_\_\_\_

Any construction or improvements performed within the last 2 years? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If YES please describe each project (include description, contractor information, begin/completion date(s), etc... - attach additional page if necessary): \_\_\_\_\_

This affidavit is being executed by the above listed affiant(s), under penalty of perjury, to induce NETCO and its underwriters to issue a policy or policies of title insurance to the owner and/or lender in the contemplated transaction. The undersigned hereby agree to indemnify and hold harmless NETCO and its underwriters from any and all loss, costs and damages, including reasonable attorneys' fees, which NETCO and/or its underwriters may incur or become liable for under title insurance commitments, policies or insured closing service letters, either directly or indirectly, as a result of any defect, lien or encumbrance relating to the title to the property, or as a result of any misstatement contained herein.

\_\_\_\_\_  
Signature – Party 1

\_\_\_\_\_  
Signature - Party 2