



Priority Title
3850 Vine Street, Suite 160
Riverside, CA 92507

Shari Hill
Diamond Country Escrow
14726 Ramona Avenue, Suite 110
Chino, CA

Customer Reference:	tf
Order Number:	L113810
Title Officer:	Bill Callanan (bc)
Phone:	(951)742-7712
Fax No.:	(562)653-4701
E-Mail:	PriorityTeam@prioritytitle.biz
Buyer:	
Owner:	Michelle M. Silene
Property:	19524 Gravina Street, Rowland Heights Area, California 91748-2432

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a **Stewart Title Guaranty Company** 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 below 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 Exhibit A 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.

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 21, 2023 at 7:30 A.M.

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

ALTA Extended Loan Policy and ALTA Extended Owner Policy

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

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

Michelle M. Silene, a married woman, subject to Item No(s) 12, 13, 16, 19 and 20 as stated herein

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

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment:	\$975.69, Paid
Penalty:	\$97.56
Second Installment:	\$975.68, Open
Penalty:	\$107.56 if not paid by April 10, 2023
Tax Rate Area:	08439
A. P. No.:	8762-006-014

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. 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. The 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.

5. Water rights, claims or title to water, whether or not shown by the Public Records.
6. Except from that portion of said land, lying within the lines of Lot 3 of Grazide Tract, as per Map recorded in Book 14 Pages 158 and 159 of Maps, all oil, gas, asphaltum, and other hydrocarbons, and other minerals whether similar to those herein specialized or not, within or underlying, or that way to produced from said real property, together with the sole and exclusive right to drill slanted wells and shafts from adjacent lands into and through the subsurface of said real property, for the purpose of recovering said minerals or any of them from said real property or from other property, or both, provided, however, that such rights in said real property shall not include the right to enter upon or use the surface of said land or that portion of the subsurface thereof lying above a depth of 500 feet below the surface for the exploration, development, extraction, removal or storage of said minerals or for any purpose whatsoever, as reserved by Josephine I. Pilario, by deed recorded October 29, 1959 in Book D-648 Page 305, Official Records.
7. Covenants, conditions, restrictions and easements in the document recorded August 7, 1963 as Book M-1321, Page 924 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

An easement as contained in the above document.

For: free access to slopes or drainageways and incidental purposes.

8. An easement for public utilities and incidental purposes, recorded July 15, 1963 as Book D-2104, Page 290 of Official Records.
In Favor of: Southern California Edison Company, a corporation
Affects: said land
9. An easement for public utilities and incidental purposes, recorded August 29, 1963 as Book D-2164, Page 30 of Official Records.
In Favor of: General Telephone Company of California, a corporation
Affects: said land
10. Section 12956.1 of the Government Code provides the following: If any document contains any restrictions based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined by California Government Code 12955-P), or ancestry, that said restriction violates State and Federal Fair Housing Laws and is therefore void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under State and Federal Law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

11. Any right, title or interest of Sunrun Inc., in or to the solar energy system located on the Land as disclosed by that certain Notice of Independent Solar Energy System Producer Contract recorded December 5, 2013 as Instrument Number 20131722243, of Official Records.

Note: The Company requires a separate termination of contract and that said termination of contract be submitted to the Title Officer for review in order to remove this exceptions.

12. The effect of a document entitled "Affidavit of Change of Trustee", recorded January 10, 2018 as Instrument Number 20180030315 of Official Records.
13. The effect of a deed executed by Michelle M. Silene, Successor Trustee of the Richard Jerome Cantu and Adilia Cantu Living Trust dated June 11, 2010 and any amendments thereto to Michelle M. Silene, a married woman, recorded January 10, 2022 as Instrument Number 20220035315 of Official Records.

The Company will require a satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

PLEASE NOTE THAT WE HAVE A NEW REQUIREMENT WHICH WILL REQUIRE THAT ALL UNINSURED DEED INDEMNITY AFFIDAVITS WILL REQUIRE THE NOTARIZATION AND ACKNOWLEDGEMENT OF ANY SIGNATORIES SIGNING THE AFFIDAVIT.

14. Any right, title or interest of the spouse (if any) of any married person herein.
15. A Deed of Trust to secure an original indebtedness of \$386,343.00 recorded January 31, 2022 as Instrument Number 20220117974 of Official Records.

Dated: January 15, 2022
Trustor: Michelle Silene and Nicholas A Silene, wife and husband
Trustee: Heather Lovier
Beneficiary: Mortgage Electronic Registration Systems, Inc., as nominee for
Lender: Rocket Mortgage, LLC, fka Quicken Loans, LLC

16. Any right, title or interest of Nicholas A. Silene, as disclosed by the document recorded January 31, 2022 as Instrument Number 20220117974 of Official Records.
17. Notice: If this transaction involves a **hard money or a private party loan**, then Priority Title will require the following material:
 - a) Two forms of ID from the signer to the Title Agent before closing; one photo ID, and one photo ID and non-photo ID.
 - b) Notary ledger; Notary Journal Page containing the signer's signature and thumbprint.
 - c) Notary affidavit; a Statement from the Notary as to where the signing occurred.
 - d) Notary E&O; a statement from the Escrow Agent whether the notary is covered by liability insurance and has a prior relationship with the escrow agent, as well as proof of E&O coverage for the notary, said E&O insurance should be in excess of \$500,000, said Notary must be on the escrow approved list or on the Underwriters' approved list. Personal Contact with the Customer by the Escrow will be required, the signer must personally appear and execute the loan documents before said notary.
 - e) A completed Statement of Identity (SI).

- f) Loan Information Sheet; a copy of the lenders instructions specifying what type of policy they need, with endorsements requested.
- g) If the lender requires 125% coverage, then we will also need the lender's corporate documentation.

Note: if the transaction does **involve hard money or a private party loan, then Priority Title will show the following code in their Policy**, (however, this code **will not** show within the Policy if the transaction does not involve hard money or private party lenders):

Any impairment, loss or failure of title to the beneficial interest of the insured in the mortgage insured by this policy resulting from:

- (a) lack of possession of the original promissory note secured by the insured mortgage, or
- (b) the absence from the original promissory note of a property endorsement to the insured assignee.
- (c) any claim, allegation or determination that the beneficial interest insured herein, or the underlying transaction involves the sale of a Security and/or is in violation of State or Federal Security Laws.

Notice: said hereinabove item will not show within any Policy that is not related to hard money or private party lending.

- 18. This transaction may be subject to the current FinCEN Geographic Targeting order affecting sale transactions. This issuing agent may be required by Federal law to collect certain additional information from the proposed insureds regarding this purchase of real property. United States Code Title 31 Section 5326 authorizes the U.S. Department of Treasury to collect information about certain transactions in specified geographic areas in order to carry out the purposes or prevent evasions of the Bank Secrecy Act. This transaction will not be insured, and this issuing agent and/or its underwriter will not be involved in a Covered Transaction (as defined by FinCEN Geographic Targeting Order) until this information is submitted and reviewed by the issuing agent.

Prior to the issuance of any policy of title insurance, the Company will require:

- 19. With respect to The Richard Jerome Cantu and Adilia Cantu Living Trust dated June 11, 2010 and any amendments thereto :
 - a. A certification 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.
- 20. A deed from the spouse of any married person herein be recorded in the public records, or the joinder of the spouse of any married person named herein on any conveyance, encumbrance or lease to be executed by said married person.
- 21. Statements of information from all parties to the transaction.

INFORMATIONAL NOTES

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 19524 Gravina Street, Rowland Heights Area, California, 91748-2432.

2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded January 10, 2022 as Instrument Number 20220035315 of Official Records.

From: Michelle M. Silene, Successor Trustee of the Richard Jerome Cantu and Adilia Cantu Living Trust dated June 11, 2010 and any amendments thereto

To: Michelle M. Silene, a married woman

The map attached, if any, may or may not be a survey of the land depicted hereon. Stewart Title Guaranty Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



Priority Title Company

3850 Vine Street, Suite 160, **Riverside, CA 92507**

(951)742-7712 - **Fax (562)653-4701**

Wire Transfer Instructions

To

Priority Title Company

Receiving Bank:

Open Bank
1000 Wilshire Blvd. Suite 100
Los Angeles, CA 90017

Account Name:

ABA 122043958
Priority Title
Account No. XXXXXXXXXXXX
Please contact your Title Unit for the account
number.

PLEASE REFERENCE:

Title Order Number and Title Officer

This information MUST be included in wire text.

Special Note:

PLEASE WIRE THE DAY BEFORE RECORDING.
ALSO, NOTIFY THE TITLE OFFICER OF YOUR INTENT TO WIRE.

THANK YOU

STATEMENT OF INFORMATION

Priority Title & Escrow maintains procedural safeguards that comply with federal standards to protect the confidentiality and security of non-public personal information. This statement will serve to establish identity, eliminate matters affecting person of similar name, protect you against forgeries, and speed the completion of your title and escrow services.

COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU.

Confidential information to be used in conjunction with order no. L113810

NAME

FIRST	MIDDLE	LAST
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BIRTHPLACE	YEAR OF BIRTH	SOCIAL SECURITY NUMBER	I HAVE LIVED IN CALIFORNIA SINCE
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FIRST	MIDDLE	LAST
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BIRTHPLACE	YEAR OF BIRTH	SOCIAL SECURITY NUMBER	I HAVE LIVED IN CALIFORNIA SINCE
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WE WERE MARRIED ON ____/____/____ AT _____ SPOUSE'S MAIDEN NAME _____

MY DRIVER'S LICENSE NUMBER (STATE)	MY SPOUSE'S DRIVER'S LICENSE NUMBER (STATE)
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RESIDENCE(S) FOR LAST 10 YEARS

NUMBER AND STREET	CITY	FROM	TO
-------------------	------	------	----

NUMBER AND STREET	CITY	FROM	TO
-------------------	------	------	----

NUMBER AND STREET	CITY	FROM	TO
-------------------	------	------	----

NUMBER AND STREET	CITY	FROM	TO
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OCCUPATION(S) FOR LAST 10 YEARS

SPOUSE

PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. YEARS
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PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. YEARS
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SPOUSE

PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. YEARS
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PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. YEARS
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FORMER MARRIAGES

IF NO FORMER MARRIAGES, WRITE "NONE" _____

NAME OF THE FORMER SPOUSE	DECEASED ()	DIVORCED ()	DATE FINAL	WHERE
---------------------------	--------------	--------------	------------	-------

NAME OF THE FORMER SPOUSE	DECEASED ()	DIVORCED ()	DATE FINAL	WHERE
---------------------------	--------------	--------------	------------	-------

THE STREET ADDRESS OF THE PROPERTY IN THIS TRANSACTION IS: _____

SIGNATURE _____ DATE ____/____/____

SIGNATURE _____ DATE ____/____/____

(_____)
HOME TELEPHONE

(_____)
BUSINESS PHONE

PURPOSE OF THIS FORM

It is necessary to fill out this form completely, as the information contained herein will assist us to process your escrow more accurately and avoid timely delays. The growing population of California has greatly affected the processing of real estate transactions, in that there are many people with names that are the same or similar to your own. When the title company searches the title of the property in this escrow, they want to make sure that there are no judgments, bankruptcies, income tax liens or any other situation that may effect you or the property. The information on this form allows them to reject all matters that do not effect you.

LEGAL DESCRIPTION

Real property in the Area of Rowland Heights, County of Los Angeles, State of California, described as follows:

Lot 44 of Tract 25097 in the County of Los Angeles, State of California, as per Map recorded in Book 698 Pages 41 and 42 of Maps in the Office of the County Recorder of said County.

Except from that portion of said land, lying within the lines of Lot 3 of Grazide Tract, as per Map recorded in Book 14 Pages 158 and 159 of Maps, all oil, gas, asphaltum, and other hydrocarbons, and other minerals whether similar to those herein specialized or not, within or underlying, or that way to produced from said real property, together with the sole and exclusive right to drill slanted wells and shafts from adjacent lands into and through the subsurface of said real property, for the purpose of recovering said minerals or any of them from said real property or from other property, or both, provided, however, that such rights in said real property shall not include the right to enter upon or use the surface of said land or that portion of the subsurface thereof lying above a depth of 500 feet below the surface for the exploration, development, extraction, removal or storage of said minerals or for any purpose whatsoever, as reserved by Josephine I. Pilario, by deed recorded October 29, 1959 in Book D-648 Page 305, Official Records.

APN: 8762-006-014

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:

Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B**

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 notice 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.

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 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 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 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 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 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 their 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.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.

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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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 estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.
2. 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.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

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.
2. 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.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. 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, attorneys' 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 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 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or 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 the 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 of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an 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 a 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 a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

Priority Title

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.
2. 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.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
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 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 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 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; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or 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:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) 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:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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:

Part One:

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.
2. 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.

3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
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 | * land division |
| * improvements on the land | * 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, or
 - * in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.