

PRELIMINARY REPORT OVERVIEW



Lawyers Title
INSURANCE CORPORATION

Reading a Preliminary Report (CA)

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Lawyers Title
INSURANCE CORPORATION

What is a Preliminary Report?

A preliminary report (also known as a title commitment in some areas) is a dated formal report that sets out in detail the conditions under which a policy of title insurance would be issued on a particular parcel of land. Its sole purpose is to facilitate the issuance of the policy.

Within a short time after a title order has been opened, the matters of record relative to the issuance of the title insurance policy on the subject property have been assembled in the title search and examined by skilled technicians. This is the time when the preliminary report is prepared and sent to the customer. The report reflects the matters which would be shown as exceptions in a policy of the title insurance so that the parties to the transaction will be aware of any of those matters of record that may need to be cleared prior to the closing of the transaction. This report is issued before the title policy—hence the name Preliminary Report.

Those matters shown in the report are as follows:

1. The estate or interest covered.
2. The record owner of the estate or interest.
3. A legal description of the parcel of land covered.
4. The easements, liens, encumbrances and other matters which affect the title to the land at the date and time of the report.

Members of the California Land Title Association (CLTA) use the type of report explained on the pages that follow. The investigation of title is normally limited to the public record, with no reference to off-record matters.

All references to specific property, dollar amounts, documents, and individual and corporate identification are fictional and for the purpose of educational sample only.

Explanations of Report Items are noted in these shaded boxes.

Sample

An Escrow Company
1313 Insurance Road
Your Town, CA 91000

Attn: Mary Jones

Your Reference No: 041206M

Identifies customer escrow file number and includes escrow officer initials for identification.

Property Address: 1234 State Street, Your Town, CA

Address of property to be insured.

Our File No.: 86-1234-19

Identifies the company's title order for this transaction.

Title Officer: Joseph Titleman
(jtitleman@ltic.com)
2424 A Street
Your Town, CA 91000

PRELIMINARY REPORT

Dated as of April 26, 2006, at 7:30 a.m.

The date and time up to which matters affecting the title to the land herein described have been examined and reported. This is referred to as the "plant date", the date of which the title plant records affecting the land have been posted.

In response to the above referenced application for a policy of title insurance, **Your Lawyers Insurance Corporation** 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

This paragraph states that the company is prepared to issue the policy elsewhere referred to and points out the fact that there are exceptions and exclusions in the policy form and additional exceptions listed in the report that would not be insured against by the policy, if issued.

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

This paragraph points out the fact that the language of preprinted exceptions and exclusions is set forth verbatim in Exhibit "B" and encourages the reading of the policy forms. This statement is required by California Law.

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.

This paragraph specifies that no liability is intended to be assumed under a preliminary report and further states what should be requested if the customer desires assumption of liability prior to policy issuance.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B 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 last statement is required by California law.*

Schedule A

SCHEDULE A

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

CLTA Homeowner's Policy of Title Insurance (10/22/03)

ALTA Homeowner's Policy of Title Insurance

ALTA Loan Policy (10/17/92)

This discloses the form of policy requested.

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

A FEE

A Fee is the highest type of estate or interest an owner can have in land, one freely transferable and inheritable, and whose owner is entitled to possession. (There are a number of other estates or interests in land that are insured but not shown here. The word "estate" is used to express the degree, quantity, nature, duration, or extent of an interest in land.)

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

Robert M. Sellerman and Mary K. Sellerman, Husband and Wife as joint tenants

Shows the owner of record and how title is held.

The land referred to herein is situated in the County of Any County, State of California, and is described as follows:

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

Exhibit A

EXHIBIT "A"

All that certain real property situated in Any County, State of California, described as follows:

Lot 6 of Tract 3103 as shown by Map on file in book 288, Page(s) 52 through 54 of maps, Records of Any County, California

The legal description of the land covered by this preliminary report.

Assessor's Parcel Number: **123-456-78**

A number assigned to your property by your county tax assessor. This number is the location of the parcel of land by book, page and parcel reference: 123 = book, 456 = page/block and 78 = parcel number. See page 26 for further explanation.



Schedule B — Section A

SCHEDULE B — Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

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.

These are the “so-called” Western Region Exceptions. If any policy is to be issued in a “standard coverage” format these items will appear in Schedule B as exceptions. These exceptions do not appear in the Homeowner’s Policy.

Schedule B — Section B

SCHEDULE B — Section B

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

Items shown in Schedule B are information that affects the property in question including taxes, easements, covenants, conditions and restrictions, liens, judgments, etc.

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2006–2007 which are a lien not yet payable.

Unpaid Taxes: The first item shown in Schedule B is a statement regarding the amount and status of any unpaid taxes for the current year's taxes (e.g. taxes now a lien, now due, or respective installments).

Note: Taxes are shown in Schedule B if one or both of the installments are not paid. For both installments paid, the information is shown in the Notes section of the report.

- B. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year 2005–2006.

1st Installment:	\$833.45 — This amount is valid until December 10, after which penalties apply
Penalty:	\$83.34 — Due with installment amount if paid after December 10
2nd Installment:	\$833.45 — This amount is valid until April 10, after which penalties apply
Penalty (including cost):	\$93.34 — Due with installment amount if paid after April 10
Land Value:	\$97,000.00
Improvement Value:	\$148,000.00
[] Exemption:	\$7,000.00
Code Area:	03012
Assessment No.:	123-456-78

- C. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.

Supplemental Taxes: Tax reassessments, if any, which attach to the land upon the transfer of ownership or new construction are shown here.

NOTE: From this point on, the items shown in the preliminary report will normally be shown chronologically by date. Although this approach is normal from the standpoint of a title examiner, the items are not necessarily shown in any strict order of priority.

Schedule B — Section B

1. Covenants, conditions and restrictions as set forth in the document

Recorded: January 25, 1969, Instrument/File No. 1274, Official Records

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that the covenant, condition or restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607 or (c) relates to a handicap but does not discriminate against handicapped people.

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.

The referenced document contains covenants, conditions and restrictions. A restriction is a limitation upon the use of property and generally establishes type of improvements, their design, set back lines, etc. Restrictions affecting a tract of land containing multiple lots establish uniformity.

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

Granted to: Your Local Utility Company

Purpose: Public Utilities and incidental purposes

Recorded: June 15, 1969, Instrument/File No. 5899, Official Records

Affects: Said land, more particularly described therein.

An easement is a right or interest of another party in the land which entitles the holder thereof to some use, privilege or benefit (e.g., poles for wires, pipelines for sewer or electricity conduit, to use or make roads for travel). Occasionally, the exact location and/or extent of said easement is not disclosed in the public records.

3. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$100,000.00

Dated: October 5, 1995

Trustor: Robert M. Sellerman and Mary K. Sellerman, Husband and Wife

Trustee: Your Title Company

Beneficiary: Any Bank

Loan No.: 123456

Recorded: October 20, 1995, Instrument/File No. 105689, Official Records

Deeds of Trust: A three-party instrument under which an owner of land (trustor) conveys land to a trustee for the benefit of the lender (beneficiary) to secure the borrower's obligation (usually payment of money evidenced by a promissory note) to the lender. The trustee has limited powers (e.g. to reconvey or to foreclose non-judicially) as specifically directed by the beneficiary.

A substitution of trustee under said deed of trust which names as the substituted trustee, the following

Trustee: Any Trustees, Incorporated

Recorded: June 12, 1997, Instrument/File No. 8889, Official Records

A new trustee is substituted in for the original trustee.



Schedule B — Section B

The beneficial interest under said deed of trust was assigned of record to

Assignee: XYZ Savings and Loan Association

Recorded: June 12, 1997, Instrument/File No. 8890, Official Records

An assignment is the transfer of the beneficial interest under the deed of trust from the original beneficiary or successor in interest to another beneficiary.

A Notice of Default under the terms of said deed of trust

Executed by: Any Trustees, Incorporated

Recorded: December 9, 2005, Instrument/File No. 12877, Official Records

A Notice of Default shows the obligations of the trust deed were not met (e.g. failure to pay monthly installments) and, therefore, a notice of said default on the payments was recorded. (Notice here the chronology of the items affecting this deed of trust.)

A Notice of Trustee's Sale under said deed of trust

Executed by: Any Trustees, Incorporated

Time and Place of Sale: 10:00 am on April 17, 2006, Local County Court House

Recorded: March 22, 2006, Instrument/File No. 4825, Official Records

A Trustee's Sale is recorded to give written, public notice of the time and place of legal sale of the property.

4. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$40,000

Dated: October 5, 1995

Truster: Robert M. Sellerman and Mary K. Sellerman, Husband and Wife

Trustee: Your Title Company

Beneficiary: John Doe and Jane Doe, Husband and Wife as joint tenants

Loan No.: 89456WB

Recorded: October 20, 1995, Instrument/File No. 105690, Official Records

Said deed of trust recites that it is subordinate to the deed of trust recorded concurrently therewith.

The parties have agreed that this last deed of trust is to be a "second" trust deed or a junior lien to the trust deed shown previously above. A subordination agreement may be a separate instrument or, in some cases, it may be incorporated within the deed of trust that is to become subordinate.



Schedule B — Section B

5. An abstract of judgment for the amount shown below and any other amounts due.

Debtor: Robert M. Sellerman and Mary K. Sellerman
Creditor: A Pool Company, a California Corporation
Date entered: May 25, 2001
County: Your County
Court: Municipal Court, Your County Judicial District
Case No.: 743611
Amount: \$2365.30, including penalty and costs
Recorded: June 17, 2001, Instrument/File No. 10005, Official Records

As of the date of recording, an abstract of judgment imposes a lien on this and all other real and personal property now owned or hereafter acquired by the debtor until satisfaction or expiration of the lien.

6. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Federal Serial No.: US12345
Tax Payer: Robert M. Sellerman and Mary K. Sellerman
Amount: \$345.21
Recorded: November 12, 2001, Instrument/File No. 148596, Official Records

Federal tax liens become a lien on all property and the rights to property (including real and personal) of the parties liable.

7. A lien for the amount shown and any other amounts due, in favor of the State of California.

Amount: \$320.54
Filed by: State of California
Taxpayer: Robert M. Sellerman and Mary K. Sellerman
Cert Number: 73492
Recorded: November 12, 2003, Instrument/File No. 137894, Official Records

State tax liens become a lien on all property and the rights to property (including real and personal) of the parties liable.

8. A lien for unsecured property taxes filed by the tax collector of the county shown, for the amount set forth, and any other amounts due.

County: Your County
Fiscal Year: 2004–2005
Date entered: November 1, 2004
Tax Payer: Robert M. Sellerman and Mary K. Sellerman
County ID No.: 3941
Amount: \$193.60, including penalty and costs
Recorded: November 5, 2004, Instrument/File No. 159459, Official Records

Most State and County liens have the force, effect and priority of a money judgment.

Schedule B — Section B

9. A pending court action as disclosed by a recorded notice.

Plaintiff: Mary K. Sellerman
Defendant: Robert M. Sellerman
County: Your County
Court: Any Court
Case No.: 0108094
Nature of Action: Affects Real Property
Recorded: May 5, 2005, Instrument/File No. 9784, Official Records

Usually denotes a dispute regarding the land as to ownership, liens or other matters.

10. PAYMENT OF TRANSFER REQUIRED, as set forth in a document Recorded on 2008 as Instrument/File { } of Official Records

Transfer Fee Amount: 1%
Expiration Date (if any): none
Payee: Seller/Developer's Charitable Foundation
Address: 1 Developer Way, Any City, CA, (123) 456-7890

This exception discloses a private transfer fee that must be paid upon every transfer of the property.

END OF SCHEDULE B EXCEPTIONS

**PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR
INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

Requirements Section

REQUIREMENTS SECTION:

REQ NO.1: The 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.

Parties: Robert M. Sellerman and Mary K. Sellerman

Statement of Information ("SI" or "S of I"): This confidential information statement is used to enable your Lawyers Title officer to consider matters that may affect the interest of the seller and/or buyer against whom there may be judgments, tax liens or other matters affecting property ownership but do not describe specific land.

Informational Notes Section

INFORMATIONAL NOTES SECTION

NOTE NO. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Disclaimer for the attached map which shows your property.

NOTE NO. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

This note discusses the California Statute requiring deposits of funds available for withdrawal from the Company's account prior to use for payments of any kind. It also gives wiring instructions for the office.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

ABC Bank California
123 Main Street
Your City, California 93000

RE: 89784 - 2006

PLEASE INDICATE Your Title Company ESCROW OR TITLE ORDER NUMBER

Informational Notes Section

Exhibit B

NOTE NO. 3: The charges which the company will make for next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express mail, etc.) Are \$15.00 per letter, standard overnight service, and \$25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the company's regularly scheduled messenger runs.

Information regarding additional charges and expenses for messenger service(s). Fee schedules are subject to change without notice.

NOTE NO. 4: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.

Regarding the issuance of CLTA Endorsement Form 100 to a lender only.

NOTE NO. 5: The following information will be included in the CLTA Form 116 Endorsement to be issued pursuant to this order:

There is located on said land: A single-family residence
Known as: 1234 State Street, Your Town, California

Regarding the issuance of CLTA Endorsement Form 116 to a lender only.

NOTE NO. 6: There are no conveyances affecting said land recorded within 24 months of the date of this report.

Required by lenders, this is shown if a change in vesting occurred prior to 24 months before the plant date, disclosing recent transfers of the property. If a change in vesting occurred within 24 months, the grantor, grantee and recording date of the document would be shown.

NOTE NO. 7: Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, for the fiscal year shown below, are paid. For proration purposes the amounts are:

Fiscal year:	2005–2006
1st Installment:	\$833.45
2nd Installment:	\$833.45
Land Value:	\$97,000.00
Improvement Value:	\$148,000.00
Exemption:	\$7,000.00
Code Area:	3012
Assessment No:	123-456-78

Typist: kh

Date Typed: April 26, 2006

Preprinted Policy Exclusions & Exceptions

Exhibit B

This section sets forth exclusions from coverage on the policies to be issued and should be reviewed.

Exhibit B (Rev. 11-17-04)
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 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 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.
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.

Preprinted Policy Exclusions & Exceptions

Exhibit B

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, 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 (10/22/03) 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 any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on the Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. 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.d, 22, 23, 24 or 25.

Preprinted Policy Exclusions & Exceptions

Exhibit B

5. 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
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and 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 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

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

Preprinted Policy Exclusions & Exceptions

Exhibit B

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

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92) 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 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 effecting 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 lien for services, 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); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

Preprinted Policy Exclusions & Exceptions

Exhibit B

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 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.

The above policy forms 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 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 claim 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.

Preprinted Policy Exclusions & Exceptions

Exhibit B

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 which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those related 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 the Insured to comply with the applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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:



Preprinted Policy Exclusions & Exceptions

Exhibit 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. (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.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)

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 violating affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental policy 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.

Preprinted Policy Exclusions & Exceptions

Exhibit B

4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by the 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 the 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.

The above policy forms 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 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. (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.

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 which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those related 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.

Preprinted Policy Exclusions & Exceptions

Exhibit B

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:

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.

Preprinted Policy Exclusions & Exceptions

Exhibit B

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) 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 areas 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this 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 (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under covered Risks 7, 8(e) and 26.
7. 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 limit the coverage provided in Covered Risk 8.

Preprinted Policy Exclusions & Exceptions

Exhibit B

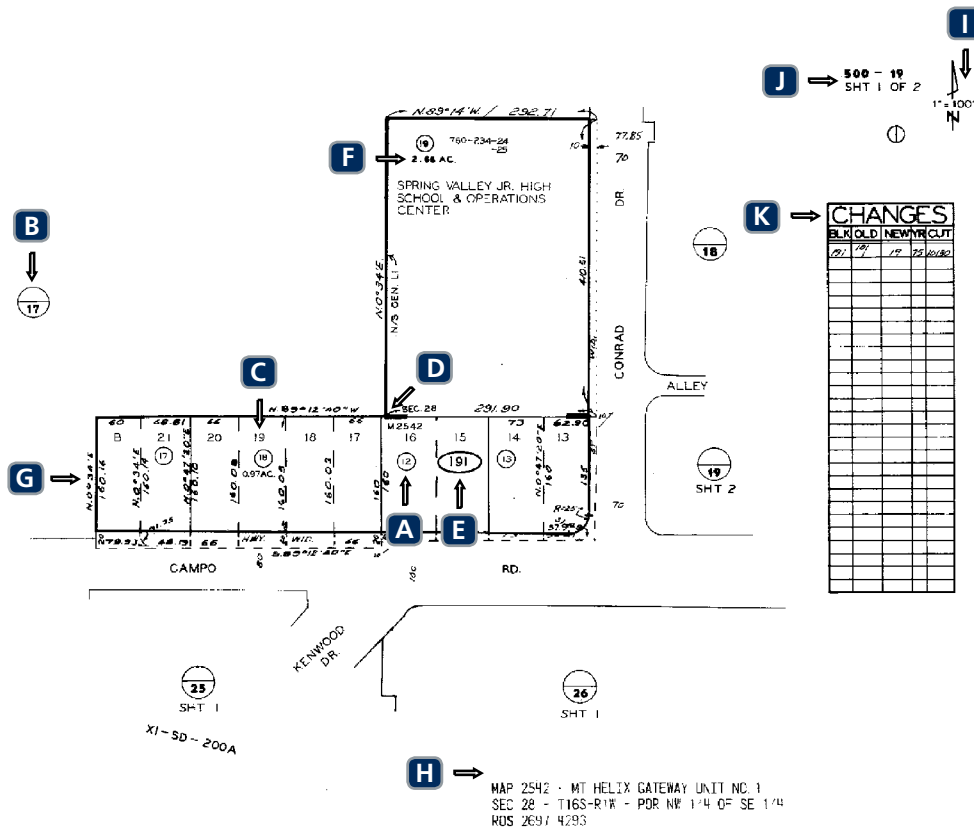
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

End of Exhibit B exclusions from coverage.



Plat Map Explanation

(Your state & county tax map layout may vary)



"Changes" Key:

BLK

Full, three-digit page number area of map.

OLD

The old (now changed) parcel number.

NEW

The new (changed) parcel number.

YR

Assessed tax year the change took place.

CUT

Refers to the Assessor's file for document number, re: the change.

A Parcel Number

In small circle (occasionally an oval).

B Book & Page Circle

Indicates what map page (# below the line) adjoins our map and in some cases which Assessor's Book (# above the line).

C Lot Number

Never circled; shows the subdivision lot number (lots 17 through 20 in example).

D "Picture Corner"

Shows the exterior subdivision map boundaries as shown on the plat.

E Page/Block Number

In example, 191 is Block Number; the first two digits of Block are always the Page Number (see also "J").

F Acreage Figures

A decimal number with AC following. (Not always accurate; use only for estimate.)

G Distances & Bearings

Data on borders of the map. This data is from recorded deeds or surveys.

H Map Information

Brief description of properties included on this page.

I North Arrow

Will not always be pointing "up". (SCALE: Useful if map has been printed to proper size.)

J Assessor's Book Number

Followed by two digits of the page number, located in the upper corners of map.

K Changes Box

Provides the history of the map page. (See "Changes" Key for further explanation.)

Notes

[illegible]

Notes

[illegible]



Lawyers Title
INSURANCE CORPORATION



- *What is a Preliminary Report?*
- *Preliminary Report Sample*
 - *Schedule A*
 - *Exhibit A*
 - *Schedule B*
 - *Requirements Section*
 - *Informational Notes Section (Lender Supplemental)*
 - *Preprinted Policy Exclusions & Exceptions (Exhibit B)*
- *Plat Map Explanation*