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INSURANCE COMPANY

NY EXCEPTION CODES

23Dec - Proof of Death
{!}Proof of death of {C} is required.

24Dec - Proof of Marriage
{!}Require proof that the marriage between {C} was in full force and effect and there {!}Please Note: All checks made payable to **{BRNAME}** must be certified or attorney's escrow checks.

{!}Please Note: All checks made payable to **{BRNAME}** must be certified or attorney's escrow checks.

was in existence no joint or mutual will, separation agreement, or judicial decree affecting title to the premises at the time of closing.

25Dec - Probate/Admin. Proceedings
{!}Probate/Administration proceedings of the Estate of {C}, who died a resident of {C} County, must be examined and passed upon prior to closing.

A1 - Affirmative Insurance C & R 1
{!}Policy insures that there is no condition or right of re-entry or other provisions for forfeiture, under which the insured can be cut-off, subordinated or otherwise disturbed.

A10 - Policy insures against monetary loss due to enforc
{!}Policy insures against monetary loss due to the enforced removal of same.

A12 - No provisions which would prevent use
{!}Policy insures that there are no provisions contained which would prevent the use and occupancy of the premises described in Schedule "A" as a residential condominium unit.

A13 - Affirmative Insurance Easement 3
{!}Policy insures that same will not prevent the present use and occupancy of the premises described in Schedule "A".

A14 - Affirmative Insurance - Contiguity
{!}Policy will affirmatively insure that the {C} line of parcel {C} is contiguous with the {C} line of parcel {C}.

A15 - Affirmative Insurance - No encroachments
{!}Policy affirmatively insures that the improvements as shown on the survey referred to herein do not encroach on the {C}.

A2 - Affirmative Insurance C & R 2
{!} Policy insures that said restrictions have not been violated by the existing improvements and any future violations will not result in a forfeiture or reversion of title.

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A3 - Affirmative Insurance C & R 3
{!}Policy insures that said restrictions have not been violated by the existing improvements. Policy further insures that there is no condition or right of re-entry or other provisions for forfeiture, under which the insured can be cut-off, subordinated or otherwise disturbed.

A4 - Affirmative Insurance Easement 1
{!}Company insures ingress and egress over the street upon which the subject premises front to the nearest public highway.

A5 - Affirmative Insurance Survey 1
{!}Policy insures that said wall may remain undisturbed for as long as the building stands.

A6 - Affirmative Insurance Survey 2
{!}Policy insures the quiet enjoyment of the party wall including the right to repair and maintain same and further insures that said wall may remain undisturbed for as long as the building stands.

A7 - Affirmative Insurance Easement 2
{!}Policy insures that said easement does not interfere with the present use and occupancy of the premises herein.

A8 - Affirmative Insurance One Dollar Condemnation
{!}Policy insures that any award in condemnation will not be diminished by reason thereof.

A9 - Affirmative Insurance Survey 3
{!}Policy insures that no portion of the improvements lie within the widening line and that any award in condemnation will not be diminished by reason thereof.

AGG1 - Aggregated Liability Provision
{!}This policy is issued contemporaneously with the policies bearing policy numbers {C} which together shall constitute but one policy covering the properties described in each of such policies and the liability of this Company under this policy and all of the policies listed above shall under no circumstances exceed, in the aggregate the sum of {$}. By acceptance of this policy the insured acknowledges that it has paid a single premium based upon a total liability of {$} being the aggregated amount of such policies as aforesaid and in the event of loss under this policy or under any of the policies issued contemporaneously herewith the amount of the company's liability for any specific loss will be determined by the terms of such policy, but will not exceed in the aggregate, for all such losses, the amount of {$}.

APP1 - Certification differs from Application
{!}Title is certified as found. Application states title is in {C}. If there has been any change in title by reason of any deed, death or other matter, the Company must be notified, searches amended and title re-certified accordingly.

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APP2 - Certification differs: Surviving Spouse
{!}Application states title is in {C}. However, title is certified in {C}. In the event, said {C} is deceased. The following must be submitted to the Company prior to closing: **a.** Proof of death of {C}; **b**. Proof that {C} and {C} were still married; that the parties did not execute a joint or mutual will or separation agreement otherwise disposing of the parties' interest in the premises; or that there was no judicial decree of divorce, separation or annulment affecting title to the premises at the time of death of {C}.

In addition, the closing instrument must contain a recital that the grantor/mortgagor herein, is the surviving tenant by the entirety with {C}, both of who acquired title by deed dated {D}, {RD}, in {C}

APP3 - Nature of Transaction
{!}This title has been prepared for the insuring of a {TRANSTYPE} transaction only. In the event it is to be used for an additional or a different transaction, counsel for this Company must so be advised in advance of closing. Additional exceptions may then be raised.

APP4 - Identification of Mortgagor
{!}Application states that the mortgage to be insured will be made by one of the certified owners of the premises described on Schedule A. If a deed conveying title to the proposed mortgagor is to be delivered at closing and such deed is not supported by consideration actually paid at closing to the grantor named therein, the company will require proof that the said deed is not being given to defraud present or future creditor's of the grantor nor will it render the grantor insolvent and unable to pay current or future debts as they come due.

BAR1 - Bar Claim Action Required
{!}An action to quiet title under Article 15 of the New York Real Property Actions and Proceedings Law must be brought and completed. Same, must be reviewed and passed upon by the Company before title will be insured.

BAR2 - Right to New Trial
{!}In any action brought under Article 15 to compel the determination of a claim to real property, Company excepts any loss or damages incurred by reason of the court granting a new trial, upon application of any party within one year of the judgment pursuant to Section 1531 of the RPAPL.

BCD2 - Letter from BPCA must be produced
{!}Proof is required that all charges levied against the Condominium Unit for the maintenance of the Common Elements including the proportional share of Rental (as defined in the lease), as provided in the Declaration of Condominium, have been paid to date of closing.

BCD3 - Power of attorney to the board of managers
{!}Power of Attorney to the Board of Managers to be executed by the purchaser and submitted for recording together with the closing Unit Assignment Agreement.

BCD4 - Closing Unit Assignment must contain
{!}Closing Unit Assignment Agreement must contain a statement of the use for which the Unit is intended, pursuant to Section 339-o of the Real Property Law, as amended.

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BK - Bankruptcy Searches
{!}Bankruptcy searches made against {C} disclosed the following:

BK1 - Transfer by a Debtor or a Trustee in Bankruptcy
{!}The conveyance to be insured must be pursuant to an order of the Bankruptcy Court, which order must be obtained on notice to all creditors of the Debtor recited in the Schedule of Creditors.

WITH REGARD THERETO:

a) Counsel for this Company must review the application for the order authorizing the conveyance, including the form of notice given to the creditors, proof of the service thereof, and the order with proof of service upon said creditors.
b) Proof is required at closing that none of the Debtor's creditors have filed objections to the conveyance and that the period in which such objections can be filed has expired.
c) The order must conform to the notice given to the creditors, must specifically identify the transaction being insured, must specifically state that the sale is "free and clear of all liens and encumbrances," and whether such transaction is exempt from transfer taxes.

BK2 - Mortgage by a Debtor in Possession
{!}The Company has been advised that the mortgage to be insured is being executed pursuant to an order of the Bankruptcy Court. Such order must be obtained on notice to all creditors of the Debtor recited in the Schedule of Creditors and contain the following:

a) Recitals as to the priority of the mortgage and the subordination thereto of existing liens, which are specifically identified.
b) A recital that unsecured credit could not be obtained.
c) A finding that there is adequate protection of the interests of other lienors.
d) A recital that said mortgage is exempt from mortgage recording tax.
e) Proof that none of the Debtor's creditors have filed objections to said mortgage and that the period in which objections can be filed has expired must be submitted to the Company at or prior to closing.

The following must be raised where our certified owner has been discharged in bankruptcy but our examination shows judgments docketed against him. NOTE: A proceeding under section 150 of the Debtor and Creditor Law <u>cannot</u> be used to remove the lien of such judgments.

BK3 - Judgments on Record after Discharge
{!}Examination shows judgments docketed against {OWNER}, one of the certified owners herein. Said {C} was discharged in bankruptcy on {D}. However, the effect of said discharge was only to release said debtor of his/her personal obligation on said judgments. Said discharge did not remove the lien of said judgments against the premises described in Schedule "A". Said judgments must be disposed of to the satisfaction of the Company at or prior to closing.

Where our owner has been discharged prior to acquiring the insured premises and our examination shows judgments docketed prior to such discharge, the following exception should be raised. We must be satisfied that the judgment creditors were named in the bankruptcy proceedings and that the judgments are, in fact, dischargeable debts within the purview of the Bankruptcy Code.

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BK4 - After Acquired Property

{!}Examination shows judgments docketed against {SELL}, one of the certified owners herein. Said {C} was discharged in bankruptcy on {D}, prior to his/her taking title to the premises described in Schedule "A". If it is claimed that the premises are "after acquired property" and not subject to the lien of said judgments, proof must be submitted that said judgments were "dischargeable debts" within the meaning of the Bankruptcy Code.

BK5 - Bankruptcy Search Info

{!}The Bankruptcy file is presently in the Federal archives, same must be considered prior to closing. Title is subject to such further exceptions, if any, as may then be deemed necessary.

BKA - Bankruptcy Searches Information

{!}Bankruptcy Case No {C}
Chapter: {C}
Filed: {D}
Closed: {D}
Debtor: {C}
Social Security No. {C}

BKA1 - BKA1

{!}Bankruptcy Case No {C}
Chapter: {C}
Filed: {D}
Closed: {D}
Debtor: {C}
Social Security No. {C}

BKI - Bankruptchy Searches-Information Only

{!}**FOR INFORMATION ONLY:** Bankruptcy searches made against {C} in the Eastern District court, {CCOUNTY} County, disclosed no filings as of {C}.

BL1 - Standard Building Loan Exception

{!}The Company is being asked to insure a Building Loan Mortgage. Accordingly, the following requirements must be complied with:

a) As required by § 22 of the Lien Law, The Building Loan Agreement "Must contain a true statement under oath, verified by the borrower. Showing the consideration paid, or to be paid, for the loan described therein, and showing all other expenses, if any, incurred or to be incurred in connection therewith and the net sum available to the borrower for the improvement."

b) The Building Loan Agreement or Contract must be filed with the County Clerk prior to the recording of the Building Loan Mortgage. Where the property in question is located with a county having a City Register for the recording of land records, the Building Loan Agreement must be filed with the County Clerk of such county and the Building Loan Mortgage must be recorded in the office of the City Register after the filing of the Building Loan Agreement.

c) The Building Loan Mortgage must contain the covenant required under § 13 of the Lien Law.

d) The Building Loan Mortgage and Building Loan Agreement each must make cross reference to the other.

e) The survey must be brought to date prior to each intermediate advance for which updated survey coverage is required and prior to the final advance to show the completed structure.

f) Title must be brought down to date before each advance.

g) The policy issued hereunder must be issued for no less than the face amount of the mortgage and the premium therefor must be paid on or before the time of the first advance. Such premium includes the cost of the first five continuations during the life of the construction loan mortgage. An additional fee of $200.00 for each subsequent title continuation must be paid at the time of such continuation.

BL2 - When insuring a modification of a Building Loan
{!}Any modification of the building loan agreement must be filed within 10 days after the execution thereof. In the event of any modification the policy will except the rights of all persons who have furnished or contracted to furnish material or performed or contracted to perform labor for the improvement of the premises described in Schedule “A”, prior to the filing of such modification to the building loan agreement

BL3 - Modification of fully advanced building loan mortg
{!}Proof must be furnished that all of the monies under the building loan mortgage made by {C}, as mortgagor and {C}, as mortgagee, {RD}, in {C}, have been fully advanced.

BL4 - Where examination shows prior filed Vendee's Contr
{!}If a contract for the sale of the premises shall have been entered into any time prior to the final advance on the mortgage, same must be subordinated to the mortgage and all advances to be made thereon unless it contains a provision making it subordinate thereto. This applies particularly to the Vendee's Lien for down payment and expenses for examination of title.

BlockTaxLotName - Block Tax Lot Name and Address
{!}{BLOCK} {TAXLOT} {NAME}
{STREETADDR}
{CITYADDR}

BM - Bankruptucy Searchs - Information Only
{!}**INFORMATION ONLY:** Bankruptcy searches made against {C} in the Southern District Court, New York County, disclosed no filings as of {D}.

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CD7 - Unit to be insured must be released from mortgages
{!}The Unit to be insured; hereunder, must be released from all mortgages and liens pursuant to Section 339-r of the RPL.

CEM1 - Standard Exception
{!}The premises under examination herein appear to be land held by a cemetery association for cemetery purposes. Proceedings are required to be brought in the Supreme Court, {CCOUNTY} County authorizing the sale of such cemetery land and showing compliance with all the statutory provisions regulating the sale and use of cemetery land.

Policy will except:

a) Right of lot owner and others in and to the cemetery land and easements in their favor over the premises under examination for the purpose of visitation.
b) Right of parties and lot owners created by instruments filed or recorded with the Cemetery Corporation.
c) Right of parties entitled thereto to keep therein the bodies and remains of deceased persons now interred therein.
d) Right of Supreme Court and Attorney General of the State of New York to supervise the removal of bodies or remains from cemetery lands but policy does not insure that any bodies or remains may be removed therefrom.

CEM2 - For Policy
{!}No title is insured to so much of the premises herein described as {C}, constitutes the burial ground and the right of way to reach the same. There may be bodies and remains of deceased persons interred therein and there are or may be rights and easements in favor of others to maintain and visit said burial ground and to inter bodies and remain therein or to remove bodies and remains therefrom.

COIN1 - Standard Co-Insurance Clause
{!}The policy to be issued hereunder will contain the following: policy is issued contemporaneously with policy number {C} of {C} for {$}. At the time liability for any loss shall have been fixed pursuant to the conditions of this policy. This Company shall not be liable to the insured for a greater portion of the loss than the amount that this policy bears, to the whole amount of insurance held by the insured under the policies aforesaid.

COMB1 - Taxes, tax liens, tax sales, water rents...
{!}Taxes, tax liens, tax sales, water rents, sewer rents and assessments set forth on separate schedule herein.

COMB2 - Rights of tenants and persons in possession
{!}Rights of tenants and persons in possession.

COMB3 - Mortgages returned herein
{!}Mortgages returned herein ({CNONE}).

COMB4 - Any state of facts an accurate survey would show
{!}Any state of facts an accurate survey would show.

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COMB5 - Mortgages Returned - Detailed Statement
{!}Mortgages returned herein {C}. Detailed statement within.

COMB5A - Mortgages held by Record
{!}Mortgage No. {C} is/are held of record by {C}.

CONDO1 - Survey Coverage
{!}Any state of facts which an accurate survey of the unit would show, nevertheless, policy insures that any encroachments by the insured unit upon adjoining units or upon the common elements may remain undisturbed so long as the building shall stand.

CONDO10 - Tax Lots not allocated to Units
{!}It appears that separate tax assessments or tax lots have not been assigned to the units and the appurtenant common elements in the subject condominium as required under Section 339-y of the Real Property Law. Accordingly, policy will except all loss, cost or damage, including loss of title resulting from a sale for unpaid taxes, assessments or other charges levied against the within described unit or against any of the units in the condominium and the invalidity of the condominium regime by reason of the failure to have the units and common elements that comprise the condominium regime separately assessed and taxed.

CONDO11 - Standard Exception
{!}Terms, restrictions, and conditions set forth in the Declaration of Condominium and By Laws, dated {D}, {RD}, in {C}; but policy insures against loss or damage occasioned by the premises not being a part of a Leasehold Condominium validly created pursuant to Article 9-B of the Real Property Law, as amended.

CONDO12 - Conveyance by Assignment of Lease
{!}The premises herein are part of a leasehold condominium. Title must be conveyed by execution and recording of an assignment of lease for such unit.

CONDO13 - Letter from Authority
{!}A letter from the Battery Park City Authority (BPCA) must be produced and delivered at closing setting forth the following information:

(a) Unit number to be insured and address of premises.
(b) Description of lease and any amendments thereto between the BCPA and the developer.
(c) That aforesaid lease is in full force and effect.
(d) That there is no unit owner default except
  (i) rental has been paid through the closing date or
  (ii) the amount due and owing.
(e) That there is no landlord's lien in effect with respect to the Unit.
(f) That the master lease is still in full force and effect.

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CONDO14 - Proof of no Liens
{!}Proof is required to show that there are no landlord's liens on the unit pursuant to section 42.09 (c) of the Agreement of Lease made between Battery Park City Authority, as Landlord, and {C}, as Tenant, in {RD}, {C}; as may be amended.

CONDO15 - Power of Attorney to Board of Managers of Record
{!}Proof is required that all charges levied against the Condominium Unit for the maintenance of the Common Elements including the proportional share of Rental (as defined in the lease), as provided in the Declaration of Condominium, have been paid to date of closing.

CONDO16 - Power of Attorney to Board of managers-to be Recor
{!}Power of Attorney to the Board of Managers to be executed by the purchaser and submitted for recording together with the closing Unit Assignment Agreement.

CONDO17 - Unit/Owner Power of Attorney
{!}Unit Owners Power of Attorney by {C} to the Board of Managers of the {C}, dated {D} and to be recorded in the {C}, County {C} Office.

CONDO18 - CONDO18
{!}Closing Unit Assignment Agreement must contain a statement of the use for which the Unit is intended, pursuant to Section 339-o of the Real Property Law, as amended.

CONDO19 - Common Charges Battery Park
{!}Proof is required that all charges levied against the Condominium Unit for the maintenance of the Common Elements including the proportional share of Rental (as defined in the lease), as provided in the Declaration of Condominium, have been paid to date of closing.

CONDO2 - Standard Exception 1
{!}Policy further insures that the insured unit forms a part of the building known as the {C} Condominium, which building is, except as otherwise set forth in this policy, within the bounds of the premises described in Schedule "A".

CONDO20 - Unit Power of Attorney - Battery Park
{!}Power of Attorney to the Board of Managers to be executed by the purchaser and submitted for recording together with the closing Unit Assignment Agreement.

CONDO21 - Unit Assignment Recital
{!}Closing Unit Assignment Agreement must contain a statement of the use for which the Unit is intended, pursuant to Section 339-o of the Real Property Law, as amended.

CONDO3 - Standard Exception
{!}Terms, provision, covenants, restrictions, conditions, and options contained in and rights and easements established by the Declaration of Condominium and By Laws dated {D}, recorded on {D}, in {C}. Policy insures

against loss or damage occasioned by the premises not being a part of a condominium validly created pursuant to Article 9-B of the Real Property Law as amended.

CONDO4 - Common Charges
{!}A letter from the Board of Managers that all charges levied against the condominium unit for the maintenance of the common elements as provided in the Declaration of the Condominium have been paid must be submitted at or prior to closing.

CONDO5 - Right of First Refusal
{!}A letter from the Board of Managers that the Board has waived its right of first refusal with respect to the unit to be insured must be submitted at or prior to closing.

CONDO6 - Power of Attorney to Board of Managers
{!}Power of Attorney to the Board Managers to be executed by the purchaser and submitted for recording together with the deed to be delivered at closing.

CONDO7 - Deed Recital
{!}Closing deed must contain a statement of the use for which the Unit is intended, pursuant to Section 339-o of the Real Property Law, as amended.

CONDO8 - Declaration and Plans to be submitted
{!}The declaration of Condominium and Floor Plans should be submitted to this Company for review after approval by the Real Property Assessment Bureau.

CONDO9 - Declaration and Plans not filed
{!}Tax lots must be allocated to each Condominium Unit, the Declaration of Condominium and By- Laws must be recorded, and Floor Plans must be filed in the Office of the {C} of the County of {CCOUNTY} prior to closing.

CONS1 - Conservatorship
{!}Leave of the Court authorizing the proposed conveyance by the Conservator herein certified to the insured purchasers must be submitted to, examined and passed upon by this Company prior to closing.

CONS2 - Conservatorship
{!}The closing deed must recite the Order authorizing the proposed conveyance.

CONS3 - Conservatorship
{!}Proof is required that {C} is alive and well at the time of closing.

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CONT1 - Standard Contracts
{!}Examination discloses a contract made between {SELL}, as seller, and {BUY}, as purchaser, {RD}, in {C}. Proof must be submitted, satisfactory to the Company that this contract has been terminated and is no longer in full force and effect. A cancellation thereof must be recorded at or prior to closing.

CONT2 - Contract vendor cancelled
{!}Proof is required to show that the contract of sale made between {VENDOR}, as vendor, and {VENDEE}, as vendee, has been duly and properly cancelled by the parties or proof shown that the vendee therein has assigned same to the present purchaser.

CONT3 - Contract vendor cancelled
{!}Proof is required that the contract of sale made between {VENDOR}, as vendor, and {VENDEE}, as vendee, has been cancelled and the down payment returned to the contract vendee.

COOP1 - Searches
{!}Searches of the records of the (County Clerk/Register) and in the case of Notice of Federal Tax Lien in the office of the New York Secretary of State at {C}, N.Y, have been made only against the persons or entities named below. No searches have been made against the name of any prior or co-owners of the cooperative apartment except as set forth below.

> The policy will except loss or damage arising from the imposition of any liens or encumbrances affecting such unit suffered or assumed by prior or co-owners of the cooperative unit except as, to the names which are set forth below and for which appropriate searches are made and the returns, if any, are set forth as exceptions to the policy.
>
> The following name(s) have been searched:
> {SELL}

COOP10 - Lien Law Covenant
{!}The assignment of the proprietary lease must contain the covenant required by Section 13 of the Lien Law and said covenant must be absolute and unconditional.

COOP11 - Failure to Record
{!}Policy excepts all loss or damage incurred by reason of the failure to record the proprietary lease and any assignments thereof.

COOP12 - Affidavit: No Judgement
{!}An affidavit is required from the present lessee(s) that to the best of his or her (their) knowledge and belief there are no bankruptcy proceedings or federal judgements or liens filed against said party(ies) in counties other than where the cooperative building is located.

COOP13 - Judgements
{!}Returns show a judgement has been docketed against {C} an owner of the shares of stock and holder of the proprietary lease affecting apartment number {C}. Proof must be submitted that there is no execution and levy on said shares and leasehold interest. A letter must be obtained from the cooperative corporation that neither the

cooperative corporation nor the managing agent has been served with any restraining notice or notice of levy or execution.

COOP14 - Tax Liens
{!}Return show that a {C} has been filed against {C}, an owner of the shares of stock and holder of the proprietary lease affecting apartment {C}. This {C} must be disposed of satisfactorily to the Company at or prior to closing.

COOP15 - UCC Foreclosure
{!}This Company has been informed that the sale of apartment number {C} is being made through foreclosure under the Uniform Commercial Code. If the above is true, the following proofs will be required prior to closing:

a) Full compliance with Uniform Commercial Code Section 9- 504.
b) Copy of the security agreement or other instrument of foreclosure together with proof of service on the former owner by certified mail, return receipt requested.
c) The amount of the mortgage on the apartment and the amount of the bid price at auction.
d) Were the prior owners in default on maintenance payments, if so, how many months?
e) A copy of the Recognition Agreement
f) When did the prior owners leave premises and when were they last heard from? Did they try a workout procedure?
g) The existing proprietary lease and stock certificate to be issued in connection therewith must be submitted to the Company for review at or prior to closing.

COOP16 - Co-op with Full Insurance
{!}Covenants, restrictions, conditions and easements, of record, affecting the within premises. Notwithstanding same, policy will insure that the use of the premises described in Schedule “C” as to a one or two family residence will not result in a right of reverter of forfeiture.

COOP17 - Co-op with Full Insurance
{!}Rights of tenants or persons in possession.

COOP18 - Co-op with Full Insurance
{!}The identity of the parties at the closing of this title should be established to the satisfaction of the closer acting for the company.

COOP19 - Co-op Bldg w/ Full Insurance
{!}Names and addresses of lessees in the chain of ownership of the cooperative unit during the ten years last past should be submitted to the company, so that proper searches may be conducted. In the absence thereof, the following exception will appear in policy: No searches will be made against any proprietary lessees whose names have not been furnished to the Company. The policy will except any liens or encumbrances suffered or created by or filed against a lessee whose name has not been furnished prior to closing.

COOP2 - UCC Searches
{!}Possible filings under the Uniform Commercial Code affecting the shares of stock and other personal property used in connection with the cooperative apartment unless searches have been made in the appropriate filing office

of the County in which the apartment is located and in the office of the New York Secretary of State at {C}, N.Y.

This exception is to be completed with all the names provided to the Company for searches. The returns found if any must be raised as separate exceptions in the Title Report. The specific returns can be omitted if satisfactorily disposed of or excepted from the policy if not disposed of. This exception in its entirety is to be included in the policy.

The policy will except loss or damage arising from the imposition of Uniform Commercial Code Financing statements affecting such unit suffered or assumed by prior or co-owners of the cooperative unit except as to the names as are set forth below and for which appropriate searches are made and the returns, if any, are set forth as exceptions to the policy.

Searches have been made against the following name(s) only:
{SELL}

NOTE: A security interest in the shares of stock and the proprietary lease representing ownership of a cooperative unit can be perfected effective October 1, 1988 only by filing of a UCC-1 financing statement in the office of the Recorder for the county in which the unit is located. Such filing will remain effective until a termination statement is filed.

COOP3 - Proofs Required
{!}Proof is required to show that:

a) The transfer of the shares of stock and proprietary lease attributable to the cooperative unit to be insured has been approved by the Board of Directors of the Cooperative Corporation.

b) That any right of the Cooperative Corporation of first refusal or to purchase the shares of stock attributable to the cooperative apartment has been waived.

c) That the proprietary lease is in full force and effect and has not been surrendered nor are there any defaults thereunder.

d) That all maintenance charges and or special assessment, if any, attributable to the cooperative apartment and which are due to the cooperative corporation to date of closing have been paid.

e) The names of the party or parties appearing on the books of the Cooperative as the present owner(s) of the shares of stock and lessee under the proprietary lease attributable to the cooperative apartment to be insured.

COOP4 - Terms and Conditions in Lease
{!}Subject to the terms, covenants, restrictions and conditions contained in the cooperative corporation's by-laws and resolutions, the proprietary lease of the apartment and restrictions, if any, which are set forth on the shares of stock attributable to the cooperative apartment.

COOP5 - Real Estate Taxes
{!}Subject to real estate taxes, water/sewer charges and other assessments shown on the tax search herein and the mortgages described herein which affect the building of which the cooperative apartment is a part.

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COOP6 - Cancellation Required: Prior Shares & Lease
{!}Upon the assignment by the present owner of the shares of stock and proprietary lease attributable to the cooperative apartment, said shares and lease are to be canceled by the Cooperative Corporation on its books and reissued in the name of the purchaser to be insured.

COOP7 - No Insurance: Improvements
{!}The policy when issued does not insure any specific rights in the land or buildings comprising the Cooperative except such rights as are expressly granted in favor of the unit under the proprietary lease.

COOP9 - No Survey
{!}In the absence of a survey satisfactory to the Company, the policy will not insure the exact distances and dimensions of the land or the location thereon of the buildings of which the cooperative apartment is a part and will except any state of facts an accurate survey would disclose.

CORP1 - Franshise Taxes
{!}Proof of payment of New York State Franchise taxes against {C} from date of incorporation to date of closing must be submitted to the Company at or prior to closing. Report ordered {D}, results to follow.

CORP10 - Transfer to Officer or Director #2
{!}The deed dated {D}, {RD}, in {C}, was made by {C} to {C}, one of its corporate officers. Absent proof that {C}, was then or is now the sole shareholder of said corporation, or that consents to the conveyance were then or have been obtained from all shareholders, a confirmatory conveyance by an Officer of said corporation other than {C} is required to be recorded.

Note: If title to the premises described in Schedule “A” is to be conveyed by said grantee to a purchaser for value on or before closing, this exception will be waived.

CORP11 - Std. Exception: Foreign Corporation
{!}With respect to {C}, a foreign corporation incorporated in the State of {C}, the following must be submitted to the company at or prior to closing:

a) A certified copy of the certificate of its incorporation in said jurisdiction with proof of its due incorporation prior to {D}.
b) Proof that said corporation is in good standing in the state of its incorporation;
c) Proof that said corporation is authorized to do business in the State of New York;
d) Proof that all New York State license fees and franchise taxes, and where applicable, New York City corporation taxes, have been paid.

CORP12 - Alien Corporations
{!}With respect to {C}, the following must be submitted to the company prior to closing:

a) A properly authenticated certificate of incorporation, or its equivalent, with a certified English translation.
b) Resolution of the board of directors (or comparable body) with a certified English translation hereof authorizing the sale or mortgage.
c) Proof that said corporation is in good standing in the jurisdiction of incorporation.

d) Opinion of counsel admitted to practice in the jurisdiction of incorporation that the transaction being insured complies with the laws of such jurisdiction.
e) Proof of payment of New York State Franchise taxes, license fees, and where applicable, New York City Corporation taxes.

Religious corporations.

Raise the following exceptions when the transaction to be insured will be involve a deed, mortgage, (other that a purchase money mortgage) or lease for a term exceeding five years, or a negative covenant or an easement by a religious corporation.

Note: A sale, mortgage, lease or grant of an easement or a negative covenant by a religious corporation may, depending on the denomination, require the consent of the board of trustees or other governing body and of specified officials. The nature of the religious corporation must be determined and reference made to the applicable provisions of the Religious Corporations Law.

CORP13 - Sale by Religious Corporation
{!}The proposed grantor is a corporation formed under the Religious Corporation Law of the State of New York. The conveyance to the proposed insured must be approved by an appropriate order of the Supreme Court of the county where the corporation has its office or principal place of business.

CORP14 - Mortgage by Religious Corporation
{!}The proposed grantor is a corporation formed under the Religious Corporation Law of the State of New York. The conveyance to the proposed insured must be approved by an appropriate order of the Supreme Court of the county where the corporation has its office or principal place of business.

CORP14A - Conveyance or Lease Non-Profit Corporation
{!}As title is to be conveyed by {C}, a not-for-profit corporation, proof by affidavit is required that the sale of said premises does not constitute all or substantially all of the assets of the corporation and that the proposed sale is in furtherance of the express objectives of the corporation and in furtherance of the express objectives of its existence and will not render the corporation unable, in whole or in part, presently to accomplish the purposes or objectives of its existence.

If the proposed transaction is a sale, lease, exchange or other disposition of all or substantially all of its assets, proof of compliance with §510 (a)(1) and (2) of the Not-For-Profit Corporation Law must be submitted. In addition, if said corporation is a type B or C corporation, as defined in §201 of such law, leave of the Supreme Court in the judicial district or of the County Court of the county in which said corporation has its office or principal place of carrying out the purposes for which it was formed, is required.

If the transaction to be insured is the sale, lease, exchange or other disposition of all or substantially all of the assets of {C}, and if there are members of said corporation entitled to vote thereon. Proof will be required that the Board of Directors adopted a resolution authorizing said transfer and that two-thirds of the members of the corporation (or such greater number as may be required by its certificate of incorporated or by-laws) have approved the proposed transaction. (Not-for-Profit Corporation Law, Section 510).

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CORP15 - All Transactions involving a Non-Profit Corp.
{!}The proposed {C} to be insured is by {C}, a not-for-profit corporation. Proof must be submitted that the transaction was authorized by a vote of two-thirds of the entire board of directors, provided that if there are twenty-one or more directors, the vote of the majority shall be sufficient.

CORP1A - Franchise Tax Report Information
{!}Franchise Tax Report dated {D} for {C} shows:

Incorporated: {D}
Filing Period: {C}
Owes Franchise Tax Reports for period(s) ended: {C}
Owes Franchise Taxes for Period(s) ended: {C}
Owes License Fee(s): {$}
Owes Maintenance Fee(s): {$}

CORP2 - NYC Corporation Taxes
{!}Proof of payment of New York City General Corporation taxes against {C}, from date of incorporation to date of closing must be submitted to the Company at or prior to closing**.**

CORP3 - Franchise Taxes: Prior Owner
{!}Proof of payment of New York State Corporation taxes against {C}, a prior record owner, which was in title from {C} until {C} must be submitted to the Company prior to closing.

CORP4 - NYC Corporation Taxes: Prior Owner
{!}Proof of payment of New York City General Corporation taxes against {C}, a prior record owner which was in title from {C} until {C}, must be submitted to the Company prior to closing.

CORP5 - Certificate of Incorporation required
{!}The certificate of incorporation of {C} and proof of filing thereof with the Secretary of State must be submitted to the Company prior to closing.

CORP6 - Corporate Resolution for Mortgage
{!}If the present transaction consists in whole or in part of the making of a new mortgage, a certified copy of the resolution of the board of directors of the corporate mortgagor authorizing the making of said mortgage is required. Proof must also be submitted that the consent of the stockholders of the corporation is not required either by its certificate of incorporation or any amendments thereto for the making of said mortgage. The mortgage should contain a recital showing that it was made and executed pursuant to the resolution of the board of directors of the mortgagor.

CORP6A - Corporate Consent: Convceyance or Lease
{!}If the present transaction consists in whole or in part of the making of a conveyance or lease by a corporate grantor or lessor, a certified copy of the resolution of the board of directors of the corporation is required. Proof must also be submitted that the consent of the stockholders of the corporation is not required either by its certificate of incorporation or any amendments thereto for the making of said conveyance or lease. The conveyance or lease must contain a recital, that the property described therein does not constitute all or

substantially all of the assets of the corporation, or that the disposition of such property was made in the usual or regular course of business, or that the shareholders of the corporation have duly authorized such disposition.

CORP7 - Transfer of all or Substantially all Corporate Ass
{!}If the transaction to be insured is the sale, lease, exchange or other disposition of all or substantially all of the assets of {C}, the following must be submitted to the Company at or prior to closing:

a) A certified copy of a resolution of the Board of Directors authorizing said transfer.

b) Approval of said transfer by a vote of at least two-thirds of the holders of all of the outstanding shares entitled to vote thereon in accordance with the provisions of §909 of the Business Corporation Law.

CORP8 - Transfer by Attorney in fact
{!}If the closing instruments are to be executed on behalf of the corporation pursuant to power of attorney, a resolution of the board of directors authorizing use of such power must be submitted. The donor of said power must be the corporation and not a corporate officer or director acting upon behalf of the corporation unless the corporate resolution specifically authorizes said officer or director to delegate such authority.

CORP9 - Transfer to Officer or Director
{!}Deed dated {D}, {RD}, in {C}, was made by {C} to {C}, one of its corporate officers. With respect thereto, the following proof must be submitted:

a) That said grantee was the sole shareholder of the corporation, or;
b) That said transfer did not render the corporation insolvent**;**
c) That said transfer was made with the approval of the shareholders of the corporation.

COV1 - Covenants: No Affirmative Insurance
{!}Covenants and Restrictions as set forth in {C}, recorded in {C}.

COV10 - Covenants which violate Public Policy
{!}Covenants and restrictions set forth in {C}, {C} recorded in except those which are void as against public policy.

COV11 - Litigation Coverage
{!}Covenants and restrictions set forth in {C}, {RD}, in {C}. However, policy insures against loss or damage (exclusive of defense costs) arising out of the successful final outcome rendered in a court of competent jurisdiction in an action to (enjoin construction of a {C} on the insured premises) or (enjoin the use and maintenance of the premises as a {C}).

COV12 - Litigation Coverage (Alternate)
{!}Restrictive covenants set forth in {C}, recorded in {RD}, in {C}, but notwithstanding said restrictions this policy insures that the construction of a {C} will not be permanently enjoined, provided this Company shall not be liable for the expense of defending any litigation that may be brought for such injunction, nor liable for

damages incident to pendency of such litigation and provided further such litigation is defended at the expense of the insured by counsel approved by this Company.

COV13 - Subordinate Mtg. is being insured
{!}Covenants, conditions and restrictions, if any, which may appear in the public records. This policy insures that the same have not been violated, except that such affirmative assurance does not extend to covenants, conditions and restrictions relating to environmental protection, unless a notice of violation thereof has been recorded or filed in the public records and is not referenced in as addendum attached hereto. Furthermore, this policy insures that future violation of any covenants, conditions and restrictions appearing in the public records, including any relating to environmental protection will not result in a forfeiture or reversion of title and that there are no provisions therein under which the lien of the insured mortgage can be extinguished, subordinated or impaired.

COV14 - Homeowners Association
{!}Subject to Rules, Regulations, and By-Laws of {C} Home Owners Association, as set forth in {C}.

COV15 - Homeowners Maintenance Charges
{!}Maintenance charges and/or homeowner's association assessments set forth in {C}, recorded in {C}. Satisfactory proof of payment of such charges from the homeowner's association must be submitted to the company at or prior to closing.

COV16 - Party Walls
{!}Policy affirmatively insures the quiet enjoyment of the party wall(s) including the right to repair, restore and maintain said wall; and further insures that said party wall may remain undisturbed in its present location as long as the building shall stand.

COV17 - Party Walls Encroaches
{!}Party wall of the building on the premises herein encroaches up to {C} on the premises adjoining on the {C}. However, policy insures that said encroachment may remain so long as the building shown on the survey used herein shall stand.

COV18 - Pumping Station Charges-Richmond County
{!}Proof of payment of private maintenance (pumping station) charges established in {C}, must be submitted prior to closing. Said proof must be in the form of a letter from the pumping station owner or his attorney, stating that charges have been paid to date.

COV19 - 1-4 Residential Mtg. End.
{!}Affirmative Insurance for the foregoing covenants, easements and restrictions will be provided at the time of closing by the *TIRSA* RESIDENTIAL MORTGAGE ENDORSEMENT. There is a $25.00 charge therefore pursuant to the *TIRSA* rate manual as amended.

COV2 - Easements: No Affirmative Insurance
{!}Easement(s) and reservation(s) as set forth in {C}, recorded in {C}.

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Cov20 - Set Back-No Affirmative Insurance
{!}{C} foot building setback restrictions as shown on filed map number {C}.

COV21 - Covenents, Conditions Restrictions, Etc.
{!}Covenants, Conditions Restrictions, Reservations and Easements of record affecting the premises described on Schedule A: None found.

COV3 - Improvements do not violate setback
{!}{C} foot building setback restrictions as shown on filed map number {C}. However, policy insures that said setback restrictions are not violated by the improvements shown on the survey referenced herein.

COV4 - Setback Restriction is Violated
{!}{C} foot setback restriction as set forth in {C}, is violated in that {C}. However, policy insures that said violation will not result in a forfeiture or reversion of title and, further, that said violation may remain so long as the {C} shall stand.

COV5 - Covenants-Fee and Mortgage
{!}Covenants and restrictions set forth in {C}. However, policy affirmatively insures that said covenants have not been violated by the improvements as shown on the survey referenced herein. Policy further insures that any future violation thereof will not result in a forfeiture or reversion of title.

COV6 - Building Violates Covenants
{!}The building on premises described in Schedule “A” as shown on the survey referenced herein violates the restrictive covenants {RD} in {C}, in that {C}. However, policy affirmatively insures that said building may remain as long as it shall stand.

COV7 - Consent of Builder/Developer Required
{!}Proof is required of the approval of plans and specifications for the building on premises herein as required by the covenants and restrictions set forth in {C}

COV8 - Mortgagee Affirmative Ins.-Survey not Available
{!}Covenants and restrictions set forth in {C}. However, policy affirmatively insures that there is no condition or right of re-entry or other provision therein for the forfeiture or reversion of title under which the lien of the insured mortgage can be cut-off, subordinated or otherwise disturbed.

COV9 - Covenants which violate Public Policy
{!}Covenants and Restrictions in {C}, except that any covenant or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin shall be deemed deleted to the extent that such covenants or restrictions are in violation of 42 USC 3604 (C).

CUST1 - Tranfer by Custodians under (UTMA)-General Excepti
{!}An affidavit is required to be submitted by the person certified as Custodian that the individual for whose benefit he is acting under the Uniforms Transfers to Minors Act is alive and has not yet attained the age of {C}.

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CUST2 - CUST2
{!}Proof must be submitted that {C} is still acting as Custodian under the Uniform Transfer To Minors Act. If a successor Custodian has been appointed, proof must be submitted that such successor was appointed in accordance with the terms and provisions of EPTL § 7-4.7.

CUST3 - CUST3
{!}Closing instrument must recite that it is made by {C}, as Custodian for {C} under the Uniform Transfers to Minors Act.

CUST4 - CUST4
{!}If the individual for whose benefit the custodian is acting is or will be on the date of closing between the ages of eighteen and twenty-one, then the closing documents and the document that designated the custodian must be submitted to this Company in advance of closing.

DEC1 - Proof of Death and Heirship
{!}Proof showing date and place of death and heirship of {C}, is required to be established by death certificate and affidavit in form satisfactory to this company from a member of decedent's family showing decedent's family history. The Company reserves the right to add such additional exceptions it deems necessary.

DEC10 - New York Estate Taxes
{!}Proof of payment of New York Estate Taxes for the Estate of {C} is required. Such proof shall include either an estate closing letter (with copy of cancelled check, evidencing payment), release of lien or a detailed affidavit that said estate was exempt from payment of New York Estate Taxes.

DEC11 - Federal Estate Taxes
{!}Proof of payment of Federal Estate taxes for the Estate of {C} is required. Such proof shall include either an estate closing letter (with copy of cancelled check, evidencing payment), release of lien or a detailed affidavit that said estate was exempt from payment of Federal estate taxes and the filing of a return therefor.

DEC12 - Fiduciary Deed Recital
{!}The closing deed must be a fiduciary instrument reciting full consideration.

DEC13 - Administor's Bond
{!}In connection with this conveyance, the Administrator shall be required to file a further bond in the amount of the proceeds (sales price) under Section 805, Subdivision 3 of the SCPA, prior to closing.

DEC14 - Temp Admin/Prelim Executor
{!}Title is certified in {SELL}, as {C}. Said fiduciary's letters expire on {D}. If title does not close before that date, new letters will be required.

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DEC15 - Prelim Letters: Court Order Required
{!}Title is certified in {SELL}, as {C}. A court order authorizing the sale of the premises described in Schedule "A" must be obtained prior to closing.

DEC16 - Foreign Estate
{!}Company has been advised that the estate of {C} is a foreign estate. Ancillary proceedings must be brought in surrogate's court in the county where the premises are located. The Company reserves the right to re-certify title and raise additional exceptions upon the completion of said proceedings.

DEC17 - Ancillary Probate
{!}{C}, who acquired title by deed {RD} in {C}, died a resident of the State of {C}. Said decedent's will was admitted to probate in such state on {D}. Ancillary probate proceedings must be brought in the surrogate's court in the county where the premises are located and the will admitted to ancillary probate. If the premises are being sold by the executor, ancillary letters will also be required.

DEC18 - Debts
{!}Proof of Payment of debts of the Estate of {C}. This exception will be omitted on execution and delivery of an Executor's deed to a bona fide purchaser for value.

DEC19 - Debts and Expenses
{!}Debts and administration expenses, if any, that may be due and owing by the estate of {C}. This exception will be omitted on execution and delivery of an administrator's deed to a bona fide purchaser for value.

DEC2 - Proof of Death and Heirship (Alternate)
{!}Proof is required, satisfactory to the Company, showing the death of {C} and whether the decedent died testate or intestate. If testate, the county in which the will is probated. If intestate, a full and complete family history must be furnished to the Company prior to closing. Such family history must be by affidavit from a member of decedent's family. The Company reserves the right to add such additional exceptions it deems necessary.

DEC20 - Legacies
{!}Proof of payment for the following legacies set forth in the Last Will and Testament of {C}, deceased, is required:

Name: {C}
Amount: {$}
This exception will be omitted on execution and delivery of a deed by the executor to a bona fide purchaser for value.

DEC21 - Life Estate
{!}Subject to a Life Estate in favor of {C} created under deed recorded in Liber/Reel {C} Page {C} (see copy attached). Said Life Estate will be omitted upon presentation of any of the following:

a) Proof of death of the Life Tenant by a Death Certificate or upon the Company's examination of a Surrogates Court proceeding in the death of the said Life Tenant.
b) The execution and delivery of a deed by the Life Tenant in favor of the proposed insured given expressly

for the purpose of releasing the said Life Estate.

c) When insuring a *mortgage only*, the Life Tenant either releasing the Life Estate by deed as above, or joining in the execution of the closing mortgage for the express purpose of subordinating the Life Estate to the lien of the mortgage.

DEC22 - Surrogates Searches
{!}A search has been made of the surrogates court records in {CCOUNTY} County against {C} and no returns were found. If the said part(y)(ies) are deceased, the company will require proof of death and devolution of the interest of said decedent.

DEC3 - Proof of Death and Heirship-Former Owner
{!}Proof of death and heirship of {C}, a former owner, and one of the grantees named in the deed {RD} in {C} is required. Such proof must be by detailed affidavit by some person or persons closely related to the decedents by blood.

DEC4 - Where party claims to be sole heir of owner
{!}{SELL} claims to be the sole heir of {C}, deceased. Corroborative proof of heirship of the decedent is required to be established by an affidavit from a collateral relative of the decedent other than said {C}, setting forth complete family history and descent satisfactory to this Company. The Company reserves the right to add such additional exceptions it deems necessary.

DEC5 - Where Admin of deceased owner is not family member
{!}Corroboration of the heirship of {C}, deceased, who died intestate on {D}, a resident of {C}, must be provided by a person closely related by blood to the deceased. Petitioner in the administrative proceeding of {C}, is not a blood relative of the deceased.

DEC7 - Where Title is coming through a Surviving Spouse
{!}Proof of death and marital status at time of death of {C}, is required to establish {C} as a surviving tenant by the entirety. Such proof must include a copy of a death certificate an affidavit from a family member other than the surviving spouse stating that at the time of death the parties were still married and the marriage had not been terminated by divorce, separation or otherwise.

DEC8 - Surviving Spouse: Former Owner
{!}Proof of death and marital status of {C}, a former owner and one of the grantees in the deed {RD} in {C}, is required. Such proof must include a copy of a death certificate and an affidavit from a family member other than the surviving spouse stating that at the time of death the parties were still married and the marriage had not been terminated by divorce, separation or otherwise.

DEC9 - Estate Taxes: Surviving Spouse
{!}The question of Federal and State estate taxes will be passed upon execution and delivery of deed to a bona fide purchaser or mortgagee for value.

DEED1 - Fiduciary Deeds
{!}The fiduciary deed to be delivered at closing must recite full consideration.

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DEED10 - Title conveyed by DBA not legal entity
{!}The deed {RD}, in {C}, was executed by {C} as a purported partnership, whereas title should have been conveyed by {C} d/b/a {C}. A correction deed conveying the premises described in Schedule "A" herein in the manner set forth above, to the present owner(s) as certified in Schedule "A" herein is required.

DEED11 - Tenant by the entirety conveys :Undivided one-half
{!}By deed {RD}, in {C}, title was conveyed to {C} and {C} as tenants by the entirety. By deed {RD}, in {C}, said {C} purported to convey his/her undivided one-half interest in the premises. Proof must be submitted that said {C}, and {C} were divorced at the time of said conveyance. If the parties were still married, a correction deed, executed by both said grantees, or by {C} conveying all of his right, title and interest in the premises, is required.

DEED12 - Identity of Grantor
{!}The last deed of record recorded in Liber/Reel {C} Page {C} appears to have been a transfer for nominal consideration or to have been a transfer made other than as the result of an arms length transaction. In connection therewith, prior to closing, this Company will require the following for examination. (Note: upon receipt and review, additional exceptions to title may be raised).

a) An affidavit from the attorney who supervised the execution and delivery of the deed attesting to the identity of the grantor(s) and/or;
b) Affidavit from the grantor(s) confirming the conveyance together with a copy of a valid photo identification of said grantor(s).

DEED13 - Possible Fraudulent Conveyance
{!}The deed from {C} to {C} recorded in Liber/Reel {C} Page {C}, in the chain of title, appears to have been a transfer for nominal consideration or to have been a transfer made other than as the result of an arms length transaction. Accordingly, proof is required that the said deed was duly delivered for valuable consideration paid by the grantee therein or that the said deed was not given to defraud present or future creditor's of the grantor nor that the conveyance renders the grantor insolvent and unable to pay current or future debts as they come due.

DEED2 - Nominal Consideration
{!}Deed made by {C}, as grantor to {C}, grantee {RD}, in {C}, recites a nominal consideration. Proof is required to show that a full and adequate consideration was paid by the grantee for said conveyance.

DEED3 - Factional Interests
{!}Closing instrument must not recite fractional interests but must convey all of the right, title and interest of the grantors therein.

DEED4 - Insuring Fractional Interests
{!}This report is prepared for the purpose of insuring the title of a purchaser of a fractional interest in the premises described in Schedule "A" held by {C}. A duly acknowledged estoppel certificate must be obtained from the other co-tenants in common that the seller has an undivided interest in the premises described in Schedule "A" without claim or off-set of any kind in favor of said co-tenant(s).

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DEED5 - Defective Acknowledgment
{!}Deed made by {C} to {C}, {RD}, in {C}, has a defective acknowledgment in that {C}. A correction or confirmatory deed is required.

DEED6 - Defective Description
{!}Deed made by {C} to {C}, {RD}, in {C}, is defective in that {C}. A correction deed is required.

DEED7 - Title conveyed to Estate /Trust and not in name of
{!}The deed dated, {D}, {RD} in {C} was executed by {C} to the {C}. A correction deed conveying the premises described in Schedule "A" herein to {C}, as {C} of {C}, is required.

DEED8 - Title conveyed by Estate/Trust no by fiduciary
{!}The deed {RD}, in {C}, was executed in the name of {C}. A confirmatory deed from the fiduciary as {C}, conveying the premises described in Schedule "A" herein to the present owner(s) as certified in Schedule "A" herein is required.

DEED9 - Title conveyed to DBA not legal entity
{!}The deed {RD}, in {C}, was executed by {C} to the {C}, whereas title should have been conveyed to {C} d/b/a {C}. A correction deed conveying the premises described in Schedule "A" herein as set forth above is required.

DEL1 - Standard Delivery Exception
{!}Proof is required that the deed made by {C} to {C}, {RD}, in {C}, was delivered with intent to convey during the lifetime of the grantor(s) therein.

DEL2 - Delivery: Surrogate's Court-proof of Death
{!}Deed dated {D}, made by {C} to {C} was {RD} in {C}. Examination shows that {C}, the grantor in said deed died on {C}, before said deed was recorded. Proof satisfactory to the Company must be submitted establishing delivery of said deed with intent to convey prior to the death of said grantor and the reasons said deed was not recorded prior thereto.

DEL3 - Devolution of Title
{!}Devolution of title from {C}, grantee in deed {RD} in {C}, to {C}, grantor in deed {RD} in {C}, must be obtained and considered and any question arising therefrom must be disposed of satisfactorily to the Company.

DEVLP1 - Zoning Lot Declaration of Restrictions
{!}Declaration of Zoning Lot Restrictions dated {D} and {RD} on {C}.

DEVLP2 - Development rights: Affirmative Insurance
{!}Declaration of Zoning Lot Restrictions dated {D} and {RD} on {C}. Policy insures that all parties in interest, as such term is defined in Section 12-10 of the Zoning Resolution of the City of New York effective December 15, 1961, as amended, have joined in, waived or subordinated their interests to said Declaration.

DEVLP3 - Zoning Lot Description & Ownership Statement
{!}FOR INFORMATION ONLY: Zoning Lot Description and Ownership Statement {RD} in {C}.

DEVLP4 - Survey Exception: Air Rights
{!}The exact dimensions, courses and distances of the volume of space encompassed by the easement of light and air set forth in the Zoning Lot and Development Agreement {RD}, in {C} are not insured.

DEVLP5 - Survey Exception: Air Rights2
{!}Any state of facts which an accurate survey of current date would disclose in respect of the volume of space encompassed by the easement of light and air set forth in the Zoning Lot and Development Agreement {RD} in {C}.

DLIEU1 - Deed of Lieu-Proof of Value
{!}Proof is required that the value of the property does not exceed the amount actually due on the mortgage and a warranty in favor of the grantee of the deed that the value of the premises does not exceed the amount of the indebtedness outstanding on the mortgage must be provided.

DLIEU2 - Agreement/Affidavit Required
{!}An agreement between the mortgagor and the mortgagee or affidavit executed by mortgagor and sworn to and which is executed or given contemporaneously with the transaction being insured the minimum elements of such an agreement or affidavit are:

a) An acknowledgment by the owner of the property of the indebtedness;
b) An acknowledgment by the owner of the property of the default;
c) Confirmation of the simultaneous execution by the owner of the property of a deed to the mortgagee in satisfaction of the debt, and an acknowledgment by the mortgagor that the transfer is an absolute conveyance of the mortgagor's right, title and interest in and to the premises, together with the appurtenances and upon acceptance, it is intended to convey all rights of possession as well as title.
d) A representation that the transaction is entered in voluntarily, free of any fraud, duress or un-due influence;
e) A warrantee to the grantee of the deed that the mortgagor/grantor is not insolvent nor will the conveyance of the property to the mortgagee render the mortgagor insolvent;
f) Warranties by the owner of the property with respect to title that:
    1) Mortgagor is owner of the property;
    2) There are no leases contracts or other agreements affecting title (i.e. subordinate mortgages)
    3) The owner has not suffered any lien or judgment (i.e. judgment or federal tax liens) whereby the premises have been encumbered in any way whatsoever or other than those disclosed in the companies report of title.
    4) The owner has not entered into any contract for or caused any work to be done or performed in or upon the premises which has or may result in filing of a mechanic's lien.
    5) That there are no bankruptcy proceedings either voluntary or involuntary pending against the mortgagor.
    6) A covenant by the mortgagee that as consideration for the transfer, the

mortgagee releases the mortgagor from any personal liability for the indebtedness.

All Affidavits given by the mortgagor must contain a statement that the statements, warranties and representations made therein are given with the intention to induce the mortgagee, or its nominee, to accept the conveyance of the property in lieu of foreclosure knowing that the mortgagee, or its nominee will rely upon the truth of the statements made therein and is also given to induce Fidelity National Title Insurance Company to issue its policy of title insurance.

DLIEU3 - Appraisal Requirement
{!}An appraisal of the property must be submitted to establish the market value. Note: when the value of the property exceeds the balance due on the loan, the deed in lieu can be set aside as a fraudulent conveyance against which the policy does not protect.

DOBUS1 - Affirmative Insurance
{!}{C}The company assures the Insured, notwithstanding the provisions of paragraph 4 of the Schedule of Exclusions From Coverage, against loss or damage the Insured may sustain by reason of the invalidity or lack of priority of the lien of the Insured Mortgage and will not otherwise deny liability under the policy as a result of the failure of the Insured to comply with the "doing business" laws of the State of New York. However, the Company makes no assurances concerning the Insured's ability to judicially enforce the insured mortgage until such time as any applicable qualifications to do business in the State of New York shall have been obtained by the Insured.

EcbJudg - ECB Judgment
{!}Name: {C}
{C}
{C}
Amount: {$}
Violation No: {C}
Docketed {C}

EndofExceptions - End of Exceptions
{!}END OF EXCEPTIONS

EOM1 - Service to be made by defendant must be submitted
{!}If service on any of the defendants is to be made by either publication or substituted service, affidavits of attempted service in favor of this Company must be submitted describing the attempts made to effect service.

(ADD — the purpose of this affidavit is to assure Fidelity National Title Insurance Company of the sufficiency of the attempts made to effect service pursuant to the requirements of the Civil Practice Law and Rules).

EOM2 - Process server should only serve coporate officers
{!}If service is to be made on a corporate defendant, the process server should be instructed to serve only corporate officers, as service upon so-called "Managing or General Agents" have frequently been attacked and set aside; otherwise, if after the action is completed title insurance is requested, the Company will require corroborative proof that the party served was actually a "Managing or General Agent".

EOM3 - If deficiency judgement, join all persons
{!}If a deficiency judgment is contemplated, join all persons liable on the bond.

EOM4 - Judements, if any
{!}Judgments, if any. (See Attached)

EOM5 - Attention is called to Amendment of Sec. 308 of CP
{!}Attention is called to the Amendment of Sec. 308 of the CPLR which provided for additional notice after default of a certain defendants effective January 1, 1978.

EOM6 - Company excepts the possible bankruptcy
{!}Company excepts the possible bankruptcy of the certified owner herein.

EOM7 - Company excepts possible liens
{!}Company excepts possible liens from the date of this search up to the date of filing of the notice of pendency of the action to foreclose. (NOTE: This Company should be requested to continue its searches up to the date of the filing of the notice of pendency).

EOM8 - Any party in possession of the premise
{!}Any party in possession of any part of the premise whose interest plaintiff desires to bar.

EOM9 - Premises must sold subject to the following
{!}Premises must be sold subject to the following liens:

ExhibitPage - Exhibit Page

{BRNAME}

TITLE NO. {DESCROW} {AMENDED} {AMENDLTR}

SCHEDULE "{C}"

Continued

FCLS1 - Title to be conveyed by referee
{!}Title can be conveyed by {C}, referee, in action entitled "{C}, plaintiff, against {C}, et al, defendants", index number {C}, pursuant to judgement of foreclosure and sale dated {D} and entered on {C} in the Office of the {C} County Clerk.

FCLS10 - Lienor not cut off
{!}The examination shows that {C}, the holder of a subordinate lien against the premises was not named and served in the foreclosure action and was not cut off by the filing of the notice of pendency. A strict foreclosure

action must be commenced and judgment of strict foreclosure entered barring such interest or policy will except the same.

FCLS11 - Notice of Pendency expired or not filed
{!}The judgment of foreclosure and sale is defective in that there was no notice of pendency prior to entry thereof. An amended and resettled judgment must be submitted and a notice of pendency filed at least 20 days prior thereto.

FCLS12 - Unsafe Building Proceedings not cut off
{!}Unsafe Building proceedings against the premises brought by the City of New York, notice of pendency under index number {C}, filed on {D}, must be disposed of. Note: such action by the City is an exercise of its municipal authority which is specifically excluded from coverage under the policy.

FCLS13 - HPD proceedings not cut off
{!}Action by the City of New York to correct violations, notice of pendency filed {D} under index number {C} must be disposed of. Note: such action by the City is an exercise of its municipal authority, which is specifically excluded from coverage under the policy. Any money subsequently claimed due by the City of New York for emergency repairs made to the premises is likewise not covered by the policy.

FCLS14 - Rights of Condo Board: Common Charges
{!}Policy excepts the right of the Board of Managers of the {C} Condominium to recover from the grantee of the referee's deed those common charges which may have accrued from date of sale until transfer of title. This exception will only be omitted on receipt of a letter from the Board of Managers that there are no outstanding common charges against the unit.

FCLS15 - Foreclosure of Subordinate Mortgage
{!}Policy excepts the right of the Board of Managers of the {C} Condominium to recover from the grantee of the referee's deed those common charges accrued against the unit which is the subject of the foreclosure prior to the date of sale and remaining unpaid thereon.

FCLS16 - Condo Board as Party Defendant
{!}The Board of Managers of the {C} Condominium must be a party defendant with respect to the lien for possible outstanding common charges.

FCLS17 - NY State as Party
{!}If the State of New York is made a party defendant, the complaint must set forth the reason therefor in detail.

FCLS18 - NY City as Party Defendant
{!}If the City of New York is made a party defendant, the complaint must set forth the reason therefor in detail.

FCLS19 - Holder of UCC-1 Filing As Party Defendant
{!}The Company does not guarantee that the holder of any Uniform Commercial Code Financing Statement can be cut off by the proposed foreclosure. Plaintiff's attorney should, however, consider the advisability of joining

such a holder as a party defendant (U.C.C. Section 9-313). If so joined, the complaint must clearly state the basis for such joinder. Any title policy to issue will except such a U.C.C. filing unless after a completion of the foreclosure action, Company is satisfied that the rights of the holder of said U.C.C. have been effectively cut off.

FCLS2 - If referee not to convey
{!}Title can be conveyed by the referee as certified herein. If the title is not to be conveyed pursuant to the certification herein, then after proper searches are made, title must be re-certified and the new title report and objections, if any, issued.

FCLS20 - Bankruptcy
{!}The Bankruptcy Code (11 U.S.C. Section 362) provides for an automatic stay of all judicial proceedings against a debtor who is the subject of a bankruptcy petition. In addition, the Code may provide for the automatic stay of an action against the guarantor of the obligations of a debtor in bankruptcy. Bankruptcy searches should be conducted against the name(s) of the mortgagor(s) in the office of any federal bankruptcy court in the district wherein the premises described in Section "A" are located. If such search is not run, only a notice of a bankruptcy filed in the recording office of the county where such property is located will be reported.

FCLS21 - Complaint Recital: Unknown Heirs
{!}"If living, and if they or any of them be dead, any and all persons who are spouses, widows, grantees, mortgagees, assignees, lienors, heirs, devisees, distributees, personal representatives or successors in interest of such of them as may be dead, and their husbands and wives, heirs, devisees, distributees and successors in interest, all of whom and whose names and places of residence are unknown to plaintiff."

FCLS22 - Disclaimer
{!}THIS CERTIFICATE HAS BEEN PREPARED FROM AN EXAMINATION OF TITLE COMMENCED ON THE DATE PRECEDING THE DATE OF THE MORTGAGE OR THE DATE OF THE FIRST OF THE CONSOLIDATED MORTGAGES TO BE FORECLOSED. THERE MAY THEREFORE BE DEFECTS IN AND LIENS AND ENCUMBRANCES ON TITLE WHICH ARE NOT SET FORTH HEREIN. NO LIABILITY FOR ANY LOSS OR DAMAGE RESULTING THEREFROM IS HEREBY ASSUMED, AND REFERENCE THEREFORE MUST BE MADE TO THE TITLE COMMITMENT PURSUANT TO WHICH THE MORTGAGE OR CONSOLIDATED MORTGAGE WAS INSURED.

FCLS23 - No Offer to Insure
{!}Issuance of this certificate or commitment is not to be construed as a willingness by the company to insure title Coming through the foreclosure sale.

FCLS24 - FCLS24
{!}If the United States of America is made a party defendant, the complaint must set forth with particularity the nature of the interest of Lien of the United States of America (28USC2410)

FCLS25 - Foreclosure of Tax Sale
{!}The premises described herein are subject to an action the object of which is the foreclosure of the City of New York Tax Liens set forth herein. Said action is to be discontinued with prejudice, the Notice of Pendency cancelled and the judgment of foreclosure and sale thereunder, if any, vacated.

NOTE: In connection with the above foreclosure action, the Company will require that the Attorney actually prosecuting

such foreclose must provide a statement of all the outstanding legal fees and disbursements due the Attorney through the discontinuance of the action or in lieu thereof, a statement furnished by the Attorney stating that all legal fees and disbursements of such action together with the costs of the discontinuance, cancellation of the Notice of Pendency and vacature of any judgment and sale thereunder in the action have been paid. ***The Company will not accept statements concerning legal fees from the Servicing Agent or Holder of the Lien.***

FCLS26 - Use w/a Foreclosure Certificate Only

{!}Numerous judgments and/or Notices of Federal Tax Liens have been returned against names that are the same as or similar to the name of the owner or prior owners of the subject premises. The Schedule of Parties Defendant herein includes those creditors which by virtue of information available to the Company from the public record appear to actually be against the record owner and/or other person(s) in the chain of title and whose interest is subordinate to the lien of the mortgage to be foreclosed.

Counsel is advised to review the entire Schedule of Judgments and Notices of Federal Tax Lien to determine if any of the parties holding judgments listed on the attached Judgment Schedule should also be included on as Parties Defendant herein and/or whether any of the Notices of Federal Tax Lien not already listed on the Schedule of Liens should also be included in the Complaint.

FCLS27 - General Foreclosure

{!}If the title to be insured is to be derived through a deed from the officer appointed to sell in the action set forth herein as exception to title, then the following will be required:

a) Proof of Publication and/or Posting of the Notice of Sale in conformity with § 231 of the RPAPL |must be exhibited to the Company for examination prior to closing and included with the Referees Report of Sale for filing as required below.

b) Proof of Service of the Notice of Sale upon all defendants who have appeared and demanded the same is required.

c) The Report of Sale, setting forth the disposition of the proceeds of the sale, accompanied by the vouchers of the persons to whom payments were made, must be filed under oath by the officer appointed to make the sale with the clerk within thirty days after completing the sale and the execution of the conveyance to the purchaser, unless such time has been extended by the court within the said thirty days as required by § 1355 of the RPAPL.

d) A Referee's or similar Deed in proper form to entitle it to be recorded, executed by the said Referee or officer, together with all the necessary affidavits and transfer tax returns must be delivered at closing.

FCLS28 - Foreclosures

{!}Any parties who may be liable by bond, note, extension agreement, or otherwise, for a deficiency judgment, the name of whom are unknown to this company and can only be ascertained by a perusal of such instrument.

FCLS29 - Foreclosures RPAPL 1303

{!}Proof that the notice required under RPAPL Section 1303 was made with the service on the mortgagor of the initial summons and complaint, in the form and with the content required by that section, or, if no notice was given, that the property subject of the foreclosure action through which title is being insured is not an owner occupied one-to-four family dwelling.

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FCLS3 - Filing and Service of Judgment

{!}After judgement of foreclosure and sale, the following proofs will be required: Proof of service of judgement with notice of entry on the parties demanding same and Proof of service of notice of sale on all attorneys demanding same is required.

FCLS30 - Foreclosures RPAPL 1320

{!}Proof that the Summons served on all defendants contains the Notice required under RPAPL Section 1320 in the form and with the content required by that section, or, if the Summons did not contain the required notice, that the property is not a residential property containing no more than three units.

FCLS31 - Foreclosures RPAPL31

{!}Where the judgment of foreclosure and sale is based on a default by the defendant/owner or mortgagor, proof of compliance with Section 3215 of the CPLR is required

(a) that a copy of the Summons was mailed to the defendant mortgagor first class mail at

(I) his *place of residence* in an envelope bearing the legend *"personal and confidential"* and not indicating on the outside of the envelope that the communication is from an attorney or concerns an alleged debt in the event such mailing is returned as undeliverable by the post office before the entry of a default judgment,

(II) if the place of residence of the defendant is unknown, a copy of the summons shall then be mailed in the same manner *to the defendant at the defendant's place of employment if known*;

(III) if neither the place of residence nor the place of employment of the defendant is known, then the mailing shall be *to the defendant at his last known residence*.

(b) that the application for the judgment of foreclosure was made within one-year of the default or if the defendant against whom the default judgment is sought appeared in said action, the application was made on not less than five days notice.

FCLS32 - Military Service

{!}Compliance with the Service Members' Civil Relief Act, 50 USC Appx 501 et seq. and McKinney's Military Law, Soldiers' and Sailors' Civil Relief Act, Article 13, §§ 300 et seq. and 312 which were enacted to protect the legal interests of service members in active military service.

FCLS4 - Report of Sale

{!}The Referee's Report of Sale must be submitted for review and filed in the foreclosure action.

FCLS5 - US Redemption: Tax Lien

{!}Subject to the right of the United States of America to redeem the premises described in Schedule "A" herein within 120 days from the date of sale under 28 U.S.C. §2410 on account of there being a federal tax lien of record.

FCLS6 - US Redemption: Lien other than Tax Lien

{!}Subject to the right of the United States of America to redeem the premises described in Schedule "A", herein within one year from the date of sale under 28 U.S.C. §2410. On account of there being a lien of record filed by the United States, which is other than a federal tax lien.

FCLS7 - No Personal Service

{!}Service upon {C} in the foreclosure action under Index No. {C}, was made by means other than by personal delivery. Policy excepts the right of said defendant under Civil Practice Law and Rules § 317 to defend in said

action within one year of obtaining knowledge of the entry of judgement, but in no event later than five years after entry thereof.

FCLS9 - Mortgagor still in possession
{!}Policy excepts the rights of {C} to set aside, vacate or open the default judgement against {C} in the foreclosure action.

FDFCLS1 - Federal Foreclosure 1
{!}Subject to the terms and conditions set forth in the Notice of Default and Foreclosure Sale dated {D} and {RD}, in {C} and as imposed pursuant to 12 USC § 3757.

FDFCLS2 - Federal Foreclosure 2
{!}The Notice of Default and Foreclosure Sale provides that the foreclosure of the premises was to be held on {D} at {C} in the {C}. Proof is required showing that the sale was held at the place and time designated in the notice or at such adjourned time as is permitted without additional notice being given.

FDFCLS3 - Federal Foreclosure 3(Mulitple Dwelling)
{!}The following proof must be submitted to the Company prior to closing:

a) Proof of the mailing of the Notice of Default and Foreclosure Sale by Certified or Registered Mail, return receipt requested. Such proof must show the address to which such Notice was sent on the following parties:
   i. The owner, any mortgagors or other lienholders whose interests appeared in the record 45 days before the date originally set for the foreclosure sale;
   ii. To any dwelling unit existing on the premises.
b) Proof of publication of the Notice of Default and Foreclosure Sale once a week for three consecutive calendar weeks before the date of the foreclosure sale
c) Proof of posting of the Notice of Default and Foreclosure Sale at the mortgaged premises and at the county courthouse and at the place where the sale is to be conducted at least 21 days prior to the sale pursuant to 12 USC § 3758.
d) Proof that the mortgagor has not made application pursuant to 12 USC § 3759(a) to reinstate the loan prior to sale or that no grounds were found justifying the withdrawal of the property from the foreclosure sale.

FDFCLS4 - Federal Foreclosure 4
{!}Subject to the terms and conditions set forth in the Notice of Default and Foreclosure Sale dated {D} and {RD}, in {C} and as imposed pursuant to 12 USC § 3706.

FDFCLS5 - Federal Foreclosure 5
{!}The Notice of Default and Foreclosure Sale provides that the foreclosure of the premise was to be held on {D} at {C} in the {C}. Proof is required showing that the sale was held at the place and time designated in the notice or at such adjourned time as is permitted without additional notice being given.

FDFCLS6 - Federal Foreclosure 6
{!}The following proof must be submitted to the Company prior to closing:

a. Proof of the mailing of the Notice of Default and Foreclosure Sale by Certified or Registered Mail, return receipt requested. Such proof must show the address to which such Notice was sent on the following parties: The owner, any mortgagors or any other lienholders whose interests appeared in the record 45 days before the date originally set for the foreclosure sale.
b. Proof of publication of the Notice of Default and Foreclosure Sale once a week for three consecutive calendar weeks before the date of the foreclosure sale.
c. Proof of posting of the Notice of Default and Foreclosure Sale in three public places in the county in which the property is located at least 21 days prior to the sale pursuant to 12 USC § 3708.
d. Proof that the mortgagor has not made application pursuant to 12 USC § 3709(a) to reinstate the loan prior to sale or that no grounds were found justifying the withdrawal of the property from the foreclosure sale.

FFLettered - Free Formed Lettered
{!}{C}

FFNoIndent - Free Form No Indent
{!}{C}

FFNoNum - Free form code Non Numbered Item
{!}{C}

FFNumbered - Free Form Numbered Code
{!}{C}

Filed - Filed
NAME: {C}
to
NAME: {C}

DATED: {D}
FILED: {D}
SERIAL No.: {C}
CERTIFICATE No: {C}

Fill-Fill - Fill-Fill
{C} : {C}

FIO - NOTE: For Information Only:
{!}**FOR INFORMATION ONLY:** {C}

FOR1 - Sale, Purchase, Lease by Foreign Mission
{!}Proof of compliance with the requirements of the Foreign Missions Act, 22 U.S.C. Section 4301, et seq., must be submitted to counsel for this Company in advance of closing or policy will except loss, claim or damage resulting from non-compliance with the Foreign Missions Act.

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FRANTAX - Franchise Tax Report

{!}Franchise Tax Report dated {D} for {C} shows:

Incorporated: {D}
Filing Period: {C}
Owes Franchise Tax Reports for period(s) ended: {C}
Owes Franchise Taxes for Period(s) ended: {C}
Owes License Fee(s): {$}
Owes Maintenance Fee(s): {$}

FTLK - Federal Tax Liens-Kings

{!}Federal Tax Liens could not be adequately run against the fee owners prior to 1/1/1994, since the accuracy of the records of the Office of the City Register are in question. Satisfactory proof is required by affidavit certifying that there are no federal tax liens of record.

GRD1 - Sale by Guardian of Infant

{!}Title to the premises described in Schedule "A" is certified in {C}, a person under the age of 18. A court order is required authorizing the sale of the infant's interest in such premises by the guardian of such infant. Such order must contain specific reference to the premises, the purchaser, contract, purchase price and the transfer must comply with any terms and conditions of transfer imposed by said order.

GRD2 - Mortgage by Guardian of Infant

{!}A court order is required authorizing {C} the guardian of {C}, a person under the age of 18 years, to execute a note or bond, secured by a mortgage covering the premises described in Schedule "A" in which said infant has an interest.

GRD3 - Transfer Without Court Order

{!}The deed {RD} in {C}, was made by {C} without a court order authorizing same. A confirmatory deed is required from said infant if he/she has now reached the age of majority. If the infant is not of age, a court order must be obtained authorizing and confirming such transfer.

GRD4 - Court Order Required

{!}Title is certified in {C}, who was adjudicated an incapacitated person by judgment, dated {D} and entered on {D}, in {C}, Court {C} under index number {C}. A court order is required authorizing the contemplated {C} of the premises described in Schedule "A".

GRD5 - Closing Deed Recitals

{!}The closing deed must be executed by {C} as guardian of {C}, an incapacitated person. The deed must recite the court order on which it is based and must recite full consideration.

GRD6 - Authority not Revoked

{!}Proof is required that {C}, an incapacitated person, is alive on the date of closing and that the guardian's authority has not been revoked.

GRD7 - Transfer Without Court Order
{!}The deed {RD} in {C}, was made by {C}, an incapacitated person, through his/her guardian. A copy of the court order authorizing such transfer is required.

GRD8 - Filing Requirements
{!}The guardian must file {C} as prescribed by Article 84 of the Mental Hygiene Law.

HETPA1 - Proof that a Notice Required...
{!}Proof that a Notice required by RPAPL § 1303 was served on the owner or owners at the time of service of the Summons and Complaint.

HETPA2 - Subject to the provision of .....
{!}Subject to the provisions of § 265-a of the Real Property Law known as the Home Equity Theft Protection Act effective February 1, 2007, and the right of a current or prior owner of the real property consisting of an owner occupied primary residence with one to four family dwelling units to cancel or rescind a conveyance, or mortgage of the real property up to two years from the date of the recording of the conveyance or mortgage of the real property.

HETPA3 - HETPA Info (for foreclosure certificates)
{!}We direct your attention to the provisions of the Home Equity Theft Prevention Act, § 1303 of the Real Property Actions and Proceedings Law, which requires service of a separate notice upon the mortgagor(s)/owner(s). § 1303(3) specifies the language to be used.

Proof of compliance therewith may be required by title insurers upon completion of any sale being made through the foreclosure action. Having your process server complete a separate affidavit to show compliance with this requirement may eliminate future questions.

HILLB1 - Standard Exception
{!}Possible unrecorded lien and right of recovery in favor of the United States of America for Hill-Burton funds and grants made by United States under 42 U.S.C. § 291 et seq., commonly known as *The Grants and Loan for Construction and Modernization of Hospital and other Medical Facilities Act.* Other "medical facilities" include out of patient, long term, nursing care facilities or rehabilitation facilities.

> Proof is required to show that the facility insured herein has not received funding under said statute or that funding received has been fully repaid, otherwise the policy will except the unrecorded lien in favor of the United States of America pursuant to 42 U.S.C. § 291 et seq.

HILLB2 - Exception to be Raised in All Mortgage Transaction
{!}Possible unrecorded lien and right of recovery in favor of the United States of America for Hill-Burton funds and grants made by United States under 42 U.S.C. § 291 et seq., commonly known as *The Grants and Loan for Construction and Modernization of Hospital and other Medical Facilities Act.* Other "medical facilities" include out patient, long term, nursing care facilities or rehabilitations facilities.

> Proof is required to show that the facility being pledged as security for the mortgage to be insured has not received funding under said statute or that funding received has been fully repaid, otherwise the policy

will except the unrecorded lien in favor of the United States of America pursuant to 42 U.S.C. § 291 et seq.

IA1 - Proof required owner has not received notice
{!}Proof is required that the owner has received no notice of any pending assessments for capital, street or sidewalk improvements or for charges pending or due for the cost of connecting the premises to public sewers, or charges for demolition and/or other miscellaneous charges relevied by the Town/Village Tax Assessors Office or other Municipal Departments.

IA2 - Company excepts sewer charges that have not been
{!}Company excepts sewer charges that have not been specifically included on the tax report herein. (This objection will be omitted for Mortgage purposes only.) Note: Upon request the Company will order a sewer search to determine whether there are any open sewer charges affecting the premises and omit this objection for Fee purposes upon payment of all outstanding sewer charges.

ID1 - For Use in Fee Transaction
{!}Proof is required that the person(s) executing the deed to be delivered at closing is/are the same person(s) as the grantee(s) named in deed recorded {RD}, in {C}. Driver's licenses and other photographic identification acceptable to the Company must be presented at closing.

ID2 - For Use in Mortgage Transactions
{!}Proof is required that the person(s) executing the closing instruments is/are the same person(s) as the grantee(s) named in deed recorded {RD}, in {C}. Driver's licenses and other photographic identification acceptable to the Company must be presented at closing.

ID3 - Closing Documents are Pre-Signed or Executed by Po
{!}If a power of attorney or a pre-signed document is to be used in connection with this transaction, an affidavit attesting to the fact that the donor of said power or the signer of said document is alive and consents to the transaction WILL NOT be taken from a party to said transaction or from the attorney-in-fact. Said affidavit must be executed by an attorney at law having knowledge of the facts. In addition, no person shall be permitted to execute any document in connection with this transaction unless said person's identity is satisfactorily established by photo identification.

ID4 - Proof
{!}Proof is required showing that {C}, the grantee in the deed {RD}, in {C}, is the same person as {C}, the grantee in deed {RD}, in {C}.

ID5 - No Other Name
{!}Proof is required to show that {C} has not been known by any other name for the last ten (10) years.

ID6 - Disclose Name of Purchaser/Mortgagor
{!}The name of the proposed mortgagor must be disclosed to the Company, prior to closing, so that proper searches can be made against said proposed mortgagor.

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ID7 - Identity of Proposed Insured
{!}The identity and character of the proposed insured purchaser must be disclosed to this company, prior to closing at which time additional exception and/or requirements may be added.

ID8 - Identity Question
{!}Identity of the parties who are to execute the closing instruments must be established to the satisfaction of this company.

IDA1 - Bylaws
{!}The By-laws of the {C} Industrial Development Agency should be furnished to this Company for consideration prior to closing.

IDA2 - Resolution
{!}A true copy of the Resolution of the members of the {C} Industrial Development Agency (IDA) authorizing the sale of the bonds to be secured by the mortgage to be insured, and authorizing the execution of the mortgage and the lease by the IDA must be furnished to the Company in advance of closing.

IDA3 - Mortgage Tax: Furture Advances
{!}Possible imposition of mortgage recording tax as to advances made under the mortgage insured subsequent to the transfer of fee title by the {C} Industrial Development Agency.

IDA4 - Terms & Conditions in Resolution
{!}Terms and conditions of the Resolution(s) of the {C} Industrial Development Agency approving the sale of the bonds to be secured by the insured mortgage and the terms and conditions of the Agreement between said {C} Industrial Development Agency and the mortgagee insured relating to the funds used for the purchase of the bonds.

IDA5 - Terms & Conditions in Lease
{!}Terms, covenants, conditions and agreements, including, without limitation, the option to purchase the fee of the premises described in Schedule “A” herein, contained in the lease between the {C} Industrial Development Agency and {C}.

WITH REGARD THERETO:

a) A copy of the lease must be submitted to the Company for consideration prior to closing.
b) The lease or a memorandum thereof must be recorded.

IDA6 - Deed from IDA
{!}Deed to be delivered by the {C} Industrial Development Agency to {C} must recite that the {C} has fully complied with the requirements for redemption of the subject property as more fully set forth in that certain Lease Agreement dated {D} and (or a Memorandum of which was) {RD} on {C}.

IDA7 - Resolution
{!}A copy of the resolution of the Industrial Development Agency approving the sale, such proof must show that the resolution was approved by a majority of all the members and proof that the individual executing the conveying document is authorized to act on it’s behalf.

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IND1 - General Exception
{!}Rights or claims asserted by any Indian, Indian Nation or Indian Tribe.

IND2 - Affirmative Insurance
{!}This policy insures against loss or damage which the insured may sustain by reason of any right or claim or title which has been or may be asserted of record or not, by or on behalf of any Indian, Indian Nation or Indian Tribe (hereinafter, an "“Indian Claim"). This policy includes insurance against loss or damage by reason of unmarketability of title (as hereinafter defined) on account of said defect. With respect to said defect, the offer of any insurance company licensed to transact business in the State of New York, including this Company, to insure at its regular rates the title to the land herein described in the manner herein set forth shall be conclusive evidence of the marketability of the title hereby insured. The Company agrees that upon request of any mortgagee or vendee of the insured or the mortgagee of such vendee, the Company will issue its policy containing the same affirmative coverage set forth above but subject to the same conditions.

This Company shall not be liable for any loss suffered by the insured by reason that a proposed purchaser, mortgagee or assignee rejects title or refuses to make a loan or refuses to purchase the mortgage because of an Indian Claim against the Premises, provided that insurance is available as set forth above.

INREM1 - Standard Exception
{!}Title to premises is vested in the certified owner herein through a tax deed from {C} to {C}, {RD}, in {C}. Such title is not insured in the absence of a final judgment in a court of competent jurisdiction in an ***Action to Compel the Determination of A Claim to Real Property*** under Article 15 of the Real Property Actions and Proceedings Law.

INREM10 - Survey Exception (NYC)
{!}Accurate dimensions and distances will not be insured without a survey satisfactory to the Company showing the tax lot in relation to the present streets.

INREM11 - $1.00 Condemnation Clause (NYC) Recorded Deed
{!}Policy will except any loss or damage by reason of the covenant contained in the deed given by The City of New York {RD}, in {C}, which limits any condemnation award to $1.00 for a taking of a portion of the premises lying in the bed of any street abutting the premises, as shown on the present City Map.

INREM12 - $1.00 Condemnation Clause (NYC) Deed to Be Recorde
{!}Policy will except any loss or damage by reason of the covenant contained in the deed to be insured made by The City of New York, which limits any condemnation award to $1.00 for a taking of a portion of the premises lying in the bed of any street abutting the premises, as shown on the present City Map.

INREM13 - In Rem being Vacated
{!}Proof is required, in writing, from the City of New York that there are no fees owing to it for the management and operation of the subject premises which accrued during its period of In Rem ownership.

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INREM2 - Mennonite Exception
{!}Proof is required that sufficient notice of the tax lien foreclosure was given to the record owner(s) of the premises described in Schedule A and to the holders of the mortgage(s) set forth herein as mandated by the decision of the United States Supreme Court in *Mennonite Board of Missions v. Adams*, 462 U.S. 791 (1983).

INREM3 - Resolution of Taxing Authority
{!}The Company must be furnished with a true copy of the resolution authorizing the sale of the premises to the insured.

INREM4 - Standard Exception (NYC in Rem)
{!}Title to premises is vested in the certified owner herein through a tax deed from the City of New York to {C}, {RD} in {C}. Such title is not insured in the absence of a final judgment in a court of competent jurisdiction in an *Action to Compel the Determination of A Claim to Real Property* under Article 15 of the Real Property Actions and Proceedings Law.

INREM5 - Mennoite Exception (NYC in Rem)
{!}Proof is required that notice of In Rem Action No. {C} was served on the record owner(s) of the premises described in Schedule "A", and on any other parties having an interest in the premises at the time of commencement of said action in accordance with the mandate prescribed by the United States Supreme Court in *Mennonite Board of Missions v. Adams*, 462 U.S. 791 (1983).

INREM6 - Redemption (NYC)
{!}Proof is required that there is no application pending to redeem the premises described in Schedule "A" from the In Rem Action pursuant to which title has vested in The City of New York.

INREM7 - Resolution (NYC)
{!}Resolution is required authorizing the sale of the premises herein by the City of New York. If the transaction is not a sale at public auction, then the Company should be informed of the nature thereof and after proper searches have been made, title re-certified accordingly.

INREM8 - Cancellation of Taxes (NYC)
{!}All items shown on the tax search must be paid or canceled in the tax records of the City Collector.

INREM9 - Cancellation of Unsafe Building (NYC)
{!}The notice of pendency of action dated {D}, and filed {D}, under index no. UB {C}, the City of New York against the unsafe building located at {C}, must be canceled in the Office of the County Clerk.

JUDG1 - Short Form Exception: Judgments Against the Certif
{!}{C} Judgment to be disposed of:

JUDG10 - Environmental Control Board
{!}{C} Environmental Control Board Judgment(s) to be disposed of:

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JUDG10A - Environmental Control Board Info

{!}Name: {C}
{C}
{C}
Amount: {$}
Violation No: {C}
Docketed {C}

JUDG11 - Transit Adjunction Bureau

{!}The following Transit Adjunction Bureau judgment(s) against {C}, must be disposed of to the satisfaction of the company at or prior to closing: (See herein)

JUDG12 - Judgment-Building Loan

{!}Building Loan Agreement No. {C}
Filed: {D}
Amount: {$}
Lender: {C}
Borrower: {C}

JUDG13 - PCB/ECB

{!}Numerous {C} against the name {C} to be satisfactorily disposed of: **(COPY ATTACHED)**

JUDG14 - Short Form Exception 2

{!}The following {C} judgments against {C} must be disposed of to the satisfaction of the Company at or prior to closing. (See herein). {C}

JUDG15 - Judgment Names against Prior Owner

{!}The following {C} Judgments (including Warrants) and/or Notices of Federal Tax Lien have been returned against the grantor in the deed recorded in Liber/Reel {C} Page {C}, a prior owner in the chain of title whose conveyance of an interest in the subject property appears to have been a transfer for nominal consideration or to have been a transfer made other than as the result of an arms length transaction.

JUDG16 - Searches Not Available

{!}Records of {C} liens were not available when this report was prepared. Proof by affidavit is required that {C} has (have) received no notices and has (have) no knowledge of any such violations.

JUDG17 - Judgment Affidavit

{!}An affidavit is required from all parties to this transaction as to whether or not there are open judgments docketed against them other than those shown herein, if any. (Specimen form affidavit herein)

JUDG18 - Judgment Exception - Returns

{!}Necessary searches, including without limitation Judgment and Federal Tax Lien searches, have been made against {C} with the following returns:

{C}

JUDG2 - Long Form Exception: Judgment Against the Certifie
{!}The following judgment against {C} must be disposed of to the satisfaction of the Company at or prior to closing:

Creditor: {C}

Debitor : {C}

Address: {C}

Perfected: {D} Docketed: {D} Amount: {$}

Court: {C} File No. {C}

Creditor's Attorney: {C}

JUDG3 - Numerous Judgments Against a Person of Similar Nam
{!}There are numerous judgments of record which appear to be against {C}, the certified owner(s) herein. Proof must be furnished by affidavit company that these judgments are not against said persons. **(COPY ATTACHED)**

JUDG4 - Federal Tax Liens (Short Form)
{!}{C} Federal Tax Lien(s) to be disposed of:

JUDG4A - Federal Tax Lien Information
{!}Taxpayer: {C}
{C}
{C}
Amount: {$}
File No: {C}
Filing Date: {D}

JUDG5 - Federal Tax Liens (Long Form)
{!}The following Federal Tax Lien(s) must be disposed of to the satisfaction of the company at or prior to closing:

{C}
{C}
{C}
{D}
{C}
{$}

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JUDG6 - Federal Tax Liens: Similar Name

{!}The following tax lien(s) against the name {C} require(s) satisfactory disposition. If the lien(s) is/are not against the party in the chain of title, a specific affidavit should be obtained from him.

JUDG7 - Judgments on Record After Discharge

{!}Examination shows judgments docketed against {C}, one of the certified owners herein. Said {C} was discharged in bankruptcy on {D}. However, the effect of said discharge was only to release said debtor of his/her personal obligations on said judgments. Said discharge did not remove the lien of said judgments against the premises described in Schedule "A". Said judgments must be disposed of to the satisfaction of the company at or prior to closing.

JUDG7A - Judgments on Record Information

{!}Creditor:	{C}
	{C}
	{C}
Debtor:	{C}
	{C}
	{C}
Amount:	{$}
Docketed:	{C}
Index No.:	{C}
Court:	{C}

JUDG8 - After Acquired Property

{!}Examination shows judgments docketed against {C}, one of the certified owners herein. Said {C} was discharged in bankruptcy on {D}, prior to his/her taking title to the premises described in Schedule "A". If it is claimed that the premises are "after acquired property" and not subject to the lien of said judgments, proof must be submitted that said judgments were "dischargeable debts'' within the meaning of the Bankruptcy.

JUDG9 - Parking Violations

{!}{C} Parking Violation Bureau Judgments to be disposed of:

JUDG9A - Parking Violations Information

{!}Name:	{C}
	{C}
	{C}
Amount:	{$}
Plate No:	{C}
Ticket(s):	{C}

JUDG9B - Parking Violations -ECB Judgments

{!} Numerous Parking Violation Bureau Judgments and Environmental Control Board Judgments against the name {C} to be satisfactorily disposed of: (**COPY ATTACHED)**

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LH1 - Memorandum Recorded
{!}Terms, covenants, conditions and agreements contained in a {C} made by and between {C}, Lessor, and {C}, Lessee, {D} a memorandum of which was recorded {RD} in {C}. A copy of the aforementioned lease must be submitted to this Company for consideration prior to closing.

LH10 - Recital: Valid and Subsisting Lease (Lease Recorde
{!}Lease made by and between {C}, as Landlord, and {C}, as Tenant, and {RD} in {C}, which lease is a valid and subsisting lease upon the premises described in Schedule "A" herein for the unexpired term thereof, subject, however, to the terms, covenants, and conditions thereof, can be assigned or mortgaged by {C}, the owner and record holder thereof.

LH11 - Recital: Valid and Subsisting Lease (Memorandum Re
{!}Lease made by and between {C}, as Landlord, and {C}, as Tenant, a memorandum of which was {RD} in {C}, is a valid and subsisting lease upon the premises described in Schedule "A" herein for the unexpired term thereof, subject, however, to the terms, covenants, and conditions thereof, and can be assigned or mortgaged by {C}, the owner and record holder thereof.

LH12 - Proof: Lease in Full Force and Effect
{!}Proof is required to show that lease being assigned or mortgaged has not been assigned, altered, modified or amended; that said lease is in full force and effect and that no defaults now exist in relation thereto.

LH13 - Recording Requirements
{!}If a memorandum of lease is to be recorded, completed state (and city, if applicable) transfer tax returns must be submitted and the original lease must be submitted, for review only, at the time of recording. The original lease shall be returned after review by the recording office.
Note: §291-c of the Real Property Law provides that "[W]henever a memorandum of lease is presented for recording, the lease shall also be submitted to the recording officer for the purpose of examination to determine whether or not such memorandum of lease is subject to the tax on mortgages provided by article eleven of the tax law.

LH14 - Lease by Estate
{!}The company has been advised that the transaction to be insured is a lease to be granted by {C} as {C} of the estate of {C}. In the event that said lease may be for a term (inclusive of extensions and renewals) of more that three years, a court order authorizing said lease will be required in accordance with § 11-1.1(b)(5)(c) of the Estates, Powers and Trusts Law.

LH15 - Copy of Lease Needed
{!}A copy of the aforementioned lease must be submitted to this company for consideration prior to closing.

LH16 - Lease Agreement
{!}Non-Disturbance, Attornment and Subordination Agreement by and between {C} and {C} dated and recorded on {D} in {C}.

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LH17 - Leasehold Insurance
{!}The original of the lease to be insured must be submitted to this company prior to closing.

LH2 - Lease Recorded
{!}Terms, covenants, conditions and agreements contained in a {C} made by and between {C}, Lessor, and {C}, Lessee, {RD} in {C}.

LH3 - Lease being assigned
{!}Policy will except all the terms, covenants, conditions, provisions and agreements contained in said lease being assigned.

LH4 - Option to Purchase
{!}Option to purchase premises as contained in {C} made by {C}, Lessor and {C}, Lessee, {RD}, {C}.

LH5 - Right of First Refusal
{!}Right of first refusal as contained in {C} made by {C}, Lessor and {C}, Lessee, {RD} in {C}.

LH6 - Failure to Record
{!}The lease or any memorandum thereof, and any modifications and/or assignments of said lease must be submitted to this Company for consideration and recorded in accordance with the provisions of Section {C} of the Real Property Law or policy will except any loss, claim, cost or damage arising out of the failure to record same.

LH7 - Lien Law Covenant: Assignment of Lease
{!}The assignment of lease to be insured must contain the trust fund clause as provided for in Section 13 subdivision 5 of the Lien Law.

LH8 - Estoppel Certificate
{!}An Estopple certificate is required from the owner of the fee and from the holders of all subordinate interests thereunder of liens thereon.

LH9 - Landlord's Estoppel
{!}A duly acknowledged estoppel certificate is required from the landlord certifying that the lease is in full force and effect and that there is no existing default by the tenant in respect of any of the terms, covenants, conditions and agreements contained in said lease or any modification thereof.

LL - Limited Liability
NOTE: This certificate is made for and accepted by the applicant upon the express understanding that no policy of title insurance is to be issued hereunder. Liability is limited to One Thousand Dollars ($5,000.00) for negligence only, but reasonable opportunity shall be afforded this Company to defend this certificate or to take such steps as it may deem proper. This certificate shall be null and void if the applicant, his attorney or agent makes any untrue statements with respect to any material fact.

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LLC1 - Proof of Formation and Continued Existence

{!}Proof of due formation of {C}, LLC by production of the Secretary of State filing receipt together with proof of publication and an affidavit that it is a valid and subsisting limited liability company which has not been terminated or dissolved by the bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any member or classes of members specified in the articles of organization, sometimes referred to as the operating agreement, or any other event that, under the terms of the operating agreement, terminates the LLC, including the entry of a decree of judicial dissolution under Section 702 of the Limited Liability Company Law.

LLC2 - Operating Agreement and Authority for Transaction

{!}The articles of organization or operating agreement of {C}, LLC, together with all amendments thereto, must be submitted to this company for review prior to closing of title to determine:

a) the identity of the member or members of the LLC authorized to acquire, sell, mortgage or lease its real property as appropriate to the transaction to be insured;
b) whether the articles of organization or operating agreement require the express consent, approval or affirmative vote of the members thereof at a meeting duly called or otherwise;
c) any limitations imposed under the terms of the articles of organization or operating agreement on the power of the LLC to acquire, sell, mortgage or lease its real property.

If the articles of organization or operating agreement call for the consent of the members, an instrument duly executed by the managing member, financial or recording officer of member evidencing that such consent was duly obtained will be required and must be submitted to this company prior to closing.

LLC3 - Foreign Limited Liability Companies

{!}Proof of due formation of {C}, as a Limited Liability Company organized under the laws of the State of {C} must be submitted to the company prior to closing, together with the following:

a) A copy of the certificate of authority to do business in the State of New York;
b) Proof of publication of notice containing the substance of the application for authority;
c) A copy of a certificate of existence or good standing issued by the state in which the LLC was formed.

A copy of the Articles of Organization or Operating Agreement, together with all amendments thereto, must be submitted to this Company for review prior to closing of title to determine:

a) The identity of the member or members of the LLC authorized to acquire, sell, mortgage or lease its real property as appropriate to the transaction to be insured;
b) Whether the articles of organization or operating agreement require the express consent, approval or affirmative vote of the members thereof at a meeting duly called or otherwise;
c) Any limitations imposed under the terms of the articles or organization or operating Agreement on the power of the LLC to acquire, sell, mortgage or lease its real property.

If the articles of organization or operating agreement call for the consent of the members, an instrument duly executed by the managing member, financial or recording officer or member evidencing that such consent was duly obtained will be required and must be submitted to this company prior to closing.

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LLC4 - a LLC the following must be supplied

{!}{C}, a New York Limited Liability Company, with respect thereto, the following must be provided:

a) Proof is required that there has been no change in the make up or composition of the organization, and that there have been no amendments made to the Articles of Organization or Operating Agreement.

b) Proof is required that the party or parties executing instruments on behalf of the organization have authority to act.

LM1 - Premises designated as landmark

{!}Improvements on the premises described in Schedule "A-1" have been designated as a landmark site set forth in Notice of Designation recorded {RD} in the Register's Office in {C}. Said improvements are subject to the restrictions as to use provided for in the Administrative Code of the City of New York, Title 25, Chapter 3.

LM2 - Premises Located in Landmark District

{!}Premises described in Schedule "A-1" is located in an area designated as the {C} Historic District by a Notice of Designation recorded {RD} in the Register's Office in {C}. Said premises is therefore subject to the restrictions as to use provided for in the Administrative Code of the City of New York, Title 25, Chapter 3.

LP1 - Any Action

{!}Notice of pendency filed on {D}, index number {C}, in action entitled; "{C}, plaintiff(s), vs. {C}", defendants. Nature of action: {C}. Plaintiff's attorney: {C}. This action must be discontinued, the notice of pendency must be canceled of record and the judgment, if any, must be vacated by order of the court.

LP2 - Mortgage Foreclosure

{!}Notice of pendency filed on {D}, under index number {C}, in action entitled; "{C}, plaintiff(s), against {C} defendant(s)". Action to foreclose mortgage, {RD} in {C}. Plaintiff's attorney {C}. This action must be discontinued and judgment, if any, vacated and the notice of pendency canceled by order of the court.

LP3 - Mortgage Foreclosure: Judgment Entered

{!}Notice of pendency filed on {D} under index number {C}, in action entitled "{C}, plaintiff(s), against {C} defendant(s)." Action to foreclose mortgage {RD} in {C}. Plaintiff's attorney: {C}. Judgment dated: {D}, entered: {D}. This judgment of foreclosure and sale must be vacated, the notice of sale, if any, set aside; the action must be discontinued, and the notice of pendency of action canceled by order of the court.

LP4 - Specific Performance of Contract

{!}Notice of pendency filed on {D}, under index number {C}, in action entitled "{C}, plaintiff(s) against {C}, defendant(s)." Action for specific performance of contract dated {D}, made between {C}, seller(s) and {C}. Plaintiff's attorney: {C}. This action must be discontinued, the notice of pendency canceled and the contract under which the plaintiff claims terminated by the parties.

LP5 - Unsafe Building: NYC
{!}Notice of pendency filed on {D} under index number {C}, in the proceeding entitled: "City of New York against the unsafe building located at {C}, and {C}, owner." The proceeding against this building must be discontinued and the notice of pendency thereof canceled of record in the County Clerk's Office.

MAP1 - Standard Exception: Part of Tax Lot
{!}The premises are part of a larger tax lot. Apportionment is required.

MAP2 - Nassau County
{!}Examination herein does not show a specific tax lot for the premises described in Schedule "A". Such premises appear to be part of a larger tax lot. Compliance with Real Property Law Section 334-a is required. Either a subdivision map must be filed or a waiver of that requirement must be obtained from the Nassau County Planning Commission in the case of a subdivision into four lots or less. The Nassau County Clerk will not accept a deed for recording for the premises described in Schedule "A" unless the foregoing requirements are met.

MAP3 - New York City: Multiple Lots
{!}The premises described in Schedule "A" herein comprise tax lot {C} and the {C} one-half of lot {C} is block {C} on the Tax Map of the City of New York. Attention is called to the fact that the said premises, however, are currently assessed together with the balance of lot {C} and lot {C} in block {C} as a single tax lot and does not receive a separate tax bill for the property herein described and should be apportioned. In addition, instruments affecting the title to real property are indexed according to the tax map designation. Accordingly, the policy will except any loss, cost or damage suffered by reason of any defect in title, lien or encumbrance thereon arising by reason of the absence of a separate tax assessment for the subject premises.

Note: In accordance with the exclusions, terms and conditions of the ALTA form of title insurance policy authorized by the NY Insurance Department no coverage is available and the Company shall have no liability for loss arising from the enforcement of the governmental police power to control the use and occupancy of real property and the improvements thereon erected. The parties are advised to make independent inquiry regarding such matters and the effect, if any, of the absence of a separate tax assessment for the subject premises.

MCM - Consolidation and Modification Agreement
{!}Consolidation and Modification Agreement made between {C} and {C}, dated {D} and {RD} in {C}.

METOO - Me Too Endorsement
{!}**The following endorsement may be used in a coinsurance transaction where we are adopting a co-insurer's policy as our own without issuing a separate policy.**

(See next page)

ML - Mechanics Lien(s) Found of Record
{!}{C} Mechanics Lien(s) found of record:

ML1 - Standard Exception
{!}Mechanics Lien dated {D}, filed {D}, {C} lienor, against {C} owner, {C} contractor, amount {$}. This mechanics lien must be discharged of record in the County Clerk's Office.

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ML1A - Mechanics Lien Information

{!}Mechanics Lien No.: {C}
Filed: {D}
Amount: {$}
Lienor: {C}
{C}
{C}
Owner: {C}
{C}
{C}
Affects: {C}

{C}

ML2 - Lien Parity

{!}Policy further excepts any and all consequences that may flow from the continued existence of the mechanic's lien aforementioned including but not limited to the mechanics' liens subsequently filed which may gain a priority by reason of the above mentioned liens not being disposed of.

MOR01 - Mortgage

{!}Mortgage made by {C} to {C} in the amount of {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR02 - Mortgage, Consol

{!}Mortgage made by {C} to {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as reduced to {$} and Mortgage made by {C} to {C} in the amount of {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C} which mortgages are hereby consolidated to form a single lien of {$} by Consolidation, Extension and Modification Agreement dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR03 - Mortgage, Mod

{!} Mortgage made by {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} which mortgage is hereby modified by Modification Agreement between {C} and {C} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR04 - Mortgage, with 2 Assign & Mort Consol

{!}Mortgage made by {C} to {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as assigned to {C} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as assigned to {C} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as reduced to {$} and Mortgage made by {C} in the amount of {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C} which mortgages are hereby consolidated to form a single lien of {$} by Consolidation, Extension and Modification Agreement dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

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MOR05 - Mortgage, Assign, Mort, Consol
{!}Mortgage made by {C} to {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as reduced to {$} as assigned to {C} by assignment dated {D} to be recorded in the Office of the Clerk/Register of the County of {C} and Mortgage made by {C} in the amount of {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C} which mortgages are hereby consolidated to form a single lien of {$} by Consolidation, Extension and Modification Agreement dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR06 - Mortgage Assign Policy
{!}Mortgage made by {C} to {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as assigned to {C} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR07 - Mortgage with 3 Assign, Mort, Consol
{!}Mortgage made by {C} to {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as assigned to {C} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as assigned to {C} dated {D} recorded {RD} in Liber /Reel/CRFN/Control No./Instrument No. {C} Page {C} as assigned to {C} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as reduced to {C} and Mortgage made by {C} to {C} in the amount of $ {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C} which mortgages are hereby consolidated to form a single lien of $ {$} by Consolidation, Extension and Modification Agreement dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR08 - Mortgage, Mort, Consol, Assign, Mort, Consol
{!}Mortgage made by {C} to {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} and Mortgage made by {C} to {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as consolidated by Consolidation Agreement dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} to form a single lien of {$} as reduced to {$} as assigned to {$} by assignment dated {D} to be recorded in the Office of the Clerk/Register of the County of {C} and Mortgage made by {C} in the amount of {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C} which mortgages are hereby consolidated to form a single lien in the amount of {$} by Consolidation Agreement dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR09 - Mortgage, Assign, Mort, Consol
{!}Mortgage made by {C} to {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as assigned to {C} by assignment dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as reduced to {$} and Mortgage made by {C} to {C} in the amount of {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C} which mortgages are hereby consolidated to form a single lien of {$} by Consolidation, Extension and Modification Agreement dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR10 - Mortgage, Mort, Consol, Mort, Consol
{!}Mortgage made by {C} to {C} in the amount of {$} dated {D} recorded {RD} in Liber/Reel/CRFN/Control No./Instrument No. {C} Page {C} as assigned to {C} by assignment dated {D} recorded {RD} in Liber /Reel/CRFN/Control No./Instrument No. {C} Page {C} as reduced to {$} and Mortgage made by {C} to {C} in the amount of {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C} which

mortgages are hereby consolidated to form a single lien of {$} by Consolidation, Extension and Modification Agreement dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR11 - Negative Amort Mort
{!}Mortgage made by {C} in the amount of $ {D} not to exceed the Negative Amortization amount of {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MOR12 - Mortgage Policy with Assign
{!}Mortgage made by {C} in the amount of {$} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}, as simultaneously assigned to {C} dated {D} to be recorded in the Office of the Clerk/Register of the County of {C}.

MP - Mortgage
{!}Mortgage made by {C} to {C} in the sum of {$}, dated {D} and recorded {RD} in {C}. (Mortgage Tax Paid {$})

MP1 - Policy Mortgage Vesting Clause
{!}Mortgage made by {C} to {C} in the sum of {$} dated {D} to be recorded in the {C}.

MPA - Mortgage can be satisfied or assigned
{!}

MORTGAGE NO. {C} CAN BE SATISFIED OR ASSIGNED BY:
{C}

MPAGT - Free Form Agreement
{!}{C}

and

{C}

Dated: {D}

Recorded: {D}

{C}: {C}

{C}: {C}

MPAS - Assignment of Mortgage I
{!}Assignment of Mortgage made by {C} to {C}, dated {D} and recorded {RD} in {C}. Assigns Mortgage(s) No. {C}

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MPAST - Assignment of Mortgage II

{!}Assignor: {C}

to

Assignee: {C}

Dated: {D}

Recorded: {D}

{C}: {C}

{C}: {C}

MPC - Consolidation Agreement

{!}Consolidation Agreement made between {C} and {C}, dated {D} and recorded {RD} in {C}.

MPCE - Consolidation and Extension Agreement

{!}Consolidation and Extension Agreement made between {C} and {C}, dated {D} and recorded {RD} in {C}.

MPCME - Consolidation, Modification and Extension Agree

{!}Consolidation, Modification and Extension Agreement made between {C} and {C}, dated {D} and recorded {RD} in {C}.

MPM - Modification Agreement

{!}Modification Agreement made between {C} and {C}, dated {D} and recorded {RD} in {C}.

MPME - Modification and Extension Agreement

{!}Modification and Extension Agreement made between {C} and {C}, dated {D} and recorded {RD} in {C}.

MPSUB - Subordination Agreement

{!}Subordination Agreement made between {C} and {C}, dated {D} and recorded {RD} in {C}.

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MPT - Mortgage 2

{!}Mortgagor: {C}

Mortgagee: {C}

Amount: {$}

Dated: {D}

Recorded: {D}

{C}: {C}

Mp: {C}

Mortgage Tax Paid: {$}

MPT2 - Mortgage 3

{!}Mortgagor: {C}

Mortgagee: {C}

Amount: {$}

Dated: {D}

Recorded: {D}

Reel: {C}

Liber: {C}

Mp/Page: {C}

Mortgage Tax Paid: {$}

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MPTNEG - Negative Amortization
{!}Mortgagor: {C}

Mortgagee: {C}

Amount: {$} not to exceed a negative amortization amount of {$}

Dated: {D}

Recorded: {D}

{C}: {C}

Mp: {C}

Mortgage Tax Paid: {$}

MTG1 - Standard Exception
{!}The following {C} mortgage(s) must be disposed of at or prior to closing or policy will except the same. See mortgage schedule herein.

MTG10 - Antecedent Debt
{!}The mortgage herein insured is given to secure an antecedent debt of the borrower, and policy will except:

a) Consequences of attack on the estate herein insured under any Creditors Rights Laws, State Insolvency Law or Federal Bankruptcy Law.
b) Any statutory lien for labor or materials furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby.
c) Failure of the insured mortgage being recorded to constitute constructive notice to subsequent parties in interest.

MTG11 - Assignment of Mortgage
{!}In the absence of an estoppel certificate duly executed and acknowledged by the mortgagor and the current owner, if different, stating: i) amount currently due under said mortgage, and ii) that there are no offsets or defenses to the mortgage or to the indebtedness it secures, this policy will except from the coverage of the policy all loss, cost of damage, including the costs of attorneys' fees in the defense of the insured, by reason of a defense asserted to the foreclosure of said mortgage challenging the validity or enforceability of the lien of the mortgage.

MTG12 - Not for Profit Hospital: Mortgage Tax
{!}In claiming exemption from the mortgage recording tax as a voluntary not-for-profit hospital in respect of property in the city of New York, the following are required to be submitted with the affidavit claiming exemption:

a) Copy of the mortgagor's Certificate of Incorporation.
b) Copy of its operating certificate from the Department of Health, and
c) Copy of its operating certificate from the Public Health Council.

If the hospital was established prior to the existence of the Public Health Council, the affidavit claiming

exemption should state “they have complied with Section 610.1 of the Public Health Law to the extent that it applies to this hospital.”

MTG13 - Mortgage Tax Not Paid
{!}The mortgage {RD} in {C} cannot be released, discharged of record, assigned, extended or received in evidence in any action or proceeding until the proper mortgage recording tax and any applicable interest and penalty have been paid pursuant to Section 258 of the New York State Tax Law.

Note: Mortgage estoppel by New York State of Taxation and Finance recorded {D} in {C}.

MTG14 - Mortgage Tax Exemption
{!}If the mortgagee is a natural person and the mortgaged premises consist of real property improved by a structure containing six (6) residential dwelling units or less, each with separate cooking facilities, an affidavit setting forth such facts must be completed by the mortgagee and submitted in duplicate with the mortgage to be recorded if exemption from the special additional mortgage tax (one-quarter percent) is claimed under Section 253 (1-a)(a) of the New York Tax Law.

MTG15 - Certification of Mortgage
{!}Mortgage {RD} in {C} is a valid {C} mortgage upon the premises herein described for the amount unpaid thereon and can be assigned by {C}, the record owner and holder thereof.

MTG16 - 203K Loan
{!}Any provision of the policy to the contrary notwithstanding, policy will except all loss, cost or damage by reason of the failure to file a Building Loan Agreement with the County Clerk containing a statement required by Section 22 of Article 2 of the New York Lien Law at the time of or before the recording of the insured mortgage.

MTG17 - Missing Assignment of Mortgage
{!}The chain of Assignments for the mortgage recorded in Liber/Reel {C} Page {C} is defective in that the following assignment or assignments are not of record.

Assignment(s) as follows:
{M}

Said assignment(s) must be produced for examination by the company prior to closing and submitted for recording.

MTG2 - Privately Held Mortgage
{!}The mortgage {RD}, in {C}, is held by a private, non-institutional lender. If said mortgage is to be satisfied, a satisfaction of mortgage and the original note or bond must be delivered at or prior to closing.
(NOTE: If the mortgage is held by two or more individuals, the satisfaction must be executed in compliance with section 321 of the New York Real Property Law.)

MTG3 - Payoff Letter Required
{!}The mortgage {RD} in {C} is held by an institutional lender, a payoff letter MUST be produced and said letter MUST be verified by the title closer via telephone at the time of closing.

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NY EXCEPTION CODES

MTG4 - Credit Line Mortgage

{!}Mortgage recorded {RD} in {C} is a “credit line” or “revolving credit” mortgage. As a result, the lender may continue to fund the loan until the mortgage has been satisfied of record. In order that no claim be made by the lender for any additional payments or principal and/or interest which the lender may have advanced after the closing of title, this company will require that the pay-off letter received from the lender affirmatively state that the account has been frozen at the current principal amount as shown in the pay-off letter and that no additional funds will be advanced. The checkbook for said mortgage must be surrendered at closing.

MTG5 - Estoppel Certificate Required

{!}An estoppel certificate from {C}, the fee owner, is required certifying that the mortgage(s) being assigned is (are) a). valid lien(s) on the premises described in Schedule “A” herein for the full amount of principal and interest now owing thereon, and that there are no defenses of offsets to said note(s) and mortgage(s) secured thereby, and all other provisions of said note(s) and mortgage(s) are in force and affect.

MTG6 - Collateral Assignment

{!}If the mortgage {RD} in {C} is to be assigned as collateral security for the indebtedness of the holder thereof, a financing statement must be filed in the Office of the Secretary of State and in the office of the clerk of the County of {CCOUNTY}.

MTG7 - Rights of Collateral Assignor

{!}If the mortgage {RD}, in {C}, is to be assigned as collateral security for the indebtedness of the holder thereof, the Policy will except any right of redemption in the assignor and the terms and conditions of any agreement under which it was assigned to the insured.

MTG8 - Mortgage as Security for the Debt of Another

{!}The mortgage(s) being insured hereunder are being given as collateral security for the debt of another. Policy will except the rights of creditors of the mortgagors therein, the terms, covenants and conditions of the underlining agreement for which the mortgage was given, in addition to the rights of mechanics to file liens within up to eight months of the date hereof.

MTG9 - Debt of Another: Alternate Form

{!}Unless the proceeds from this transaction are being paid directly to the record owner, policy will except rights of creditors, if any, of the record owner. This objection may be omitted upon receipt of proof that, (a) No work has been done or materials furnished which could result in the filing of the mechanics lien against the premises to be insured within 8 months prior to the date of closing of the proposed mortgage; and, (b) The mortgagor is financially solvent and would not be rendered insolvent by the payment of said mortgage; (c) The collateral loan has been approved by the unanimous written consent of the shareholders of a corporate mortgagor.

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NY EXCEPTION CODES

MTGNO - No open mortgages of record
{!}

NO OPEN MORTGAGES OF RECORD

MUN1 - Sale by County
{!}A copy of the Resolution of the Board of Supervisors of {C} County adopted by a two-thirds vote of its members is required authorizing the sale of the premises described in Schedule "A" herein. Said resolution must include a finding that said premises are not needed for a public use. (County Law Section 215)

MUN2 - Lease by County
{!}A copy of the Resolution of the Board of Supervisors of {C} County is required authorizing the lease of the premises described in Schedule "A" herein, which lease must be for a term not exceeding five years. (County Law, Section 215)

MUN3 - Proof of Bid
{!}Proof is required that the proposed {C} of the premises described in Schedule "A" herein is the highest responsible bidder after public advertisement as required by County Law, Section 215.

MUN4 - Sale/Lease by Town
{!}A copy of the Resolution of the Town Board of the Town of {C} is required authorizing the {C} of the premises described in Schedule "A" herein. A permissive referendum may also be required and counsel for this Company must be consulted thereon. (Town Law, Secs 64(2), 90, 91 and 92.)

MUN5 - Sale/Lease by Village
{!}A copy of the Resolution of the Trustees of the Village of {C} is required authorizing the {C} of the premises described in Schedule "A" herein. Said resolution must include a finding that said premise is not needed for public purpose. (Village Law, Section 1-102)

MUN6 - Sale/Lease by City
{!}A copy of the Resolution of the governing body of the City of {C} adopted by a three-fourths vote of its members authorizing the {C} of the premises described in Schedule "A" is required. Approval of said Resolution by the Mayor is required.

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NY EXCEPTION CODES

MUN7 - Sale - Proof Required
{!}Proof is required that the {C} of the premises described in Schedule "A" herein by the City of {PROPC} is to be the highest bidder after public notice as required by General City Law, Section 215.

MVR - Market Value Rider - NOTE
{!}**NOTE:** Section 6409(C) the Insurance Law effective September 1, 1984 requires that title insurance companies "offer", at or prior to title closing an optional policy form which will insure title of owner occupied real property used predominantly for residential purposes which consists of no more than four dwelling units for an amount equal to the market value of the property at the time a loss is discovered. You may therefore, elect to obtain protection in excess of your purchase price. The charge therefore is 10% of the regular fee rate.

This offer applies only to a premises owned by a natural person. It does not apply to premises owned by corporations or partnerships.

If you do not wish this additional optional coverage, you must waive same by signing in the space provided:

_____

_____

NO - No Personal Checks - Note
{!}**NOTE:** Company will not accept personal uncertified checks in payment of its closing charges or fees in an amount greater than $750.00 nor personal checks of the seller in any amount without prior authorization from an officer of this company.

NOTE - NOTE
{!}**NOTE:** {C}

NOTE1 - Exception Under Investigation
{!}**NOTE:** Items {C} is (are) being investigated. Kindly contact this Company at least three working days ahead of the closing if same has not yet been cleared.

NYC1 - Land disposition Agreements
{!}Terms, covenants, conditions and provisions of the revesting of title in The City of New York as contained in the deed from The City of New York to the Insured and set forth in the Land Disposition Agreement.

With regard thereto:

a) The Company must be furnished with a true copy of the Land Disposition Agreement to be recorded prior to closing.
b) The Company must be furnished with a true copy of the resolution authorizing the sale of the premises described in Schedule "A" prior to closing.
c) Proof of compliance with Section 4-108 of the Administrative Code and Sections 197-C and 384 of the City Charter (or the basis of exemption from any requirements thereof) is required in advance of closing.
d) The Company must be advised in advance of the closing of any action or proceeding that has been

commenced raising objection to the transaction to be insured. In such an event, additional exceptions may be raised.

NYC10 - Proof by Affidavit
{!}Satisfactory proof by affidavit must be furnished showing whether any work has been done upon the premises by The City of New York, or any demand has been made by The City of New York for any such work that may result in:

a) Charges by the New York City Department of Rent and Housing Maintenance Emergency Services.
b) Charges by the New York City Department of Health
c) Charges by the New York City Department of Environmental Protection.

NYC11 - Sidewalk Violation
{!}The following Sidewalk Violation Notice(s) to be satisfactorily disposed of:
No. {C}, filed on {D}, against Block {C} Lot {C}.

NOTE: The forgoing Sidewalk Violation Notice(s) will result in a future lien against the subject premises which lien is insured against under the policy. Unless the charges subsequently imposed pursuant to the Notice of Violation are paid and the Notice, if it remains open of record is cancelled, the policy will contain an exception to the Notice and any charges which may become due thereunder.

NYC12 - Mansion Tax Note
{!}**NOTE: "Mansion Tax" – Special Additional Tax under Tax Law § 1402-a:**
The purchaser is obligated to pay the special additional tax equal to one (1%) percent of the consideration paid to the seller of a 1-to-3 family house, an individual condominium unit or an individual cooperative apartment, where the consideration paid is one million ($1,000,000) dollars or more.

NYC13 - Emergency Repairs
{!}Policy excepts any loss due to existence of Emergency Repair notices, liens, and work-in-progress after January 1, 2000 as indicated in the Emergency Repair search dated {D}.

NYC2 - $1.00 Condemnation Clause; Deed Recorded
{!}Covenant contained in deed given by The City of New York {RD} in {C} which limits the award to $1.00 for a taking of a portion of the premises lying in the bed of a street, avenue, park, etc. (see deed) as shown on the present city map.

NYC3 - $1.00 Condemnation Clause; Deed to be Recorded
{!}Covenant contained in deed to be given by The City of New York which limits the award to $1.00 for a taking of a portion of the premises lying in the bed of a street, avenue, park, etc. (see deed) as shown on the present city map.

NYC4 - Resolution Required for Sale
{!}A true copy of the resolution of the authorizing {C} the sale of the premises described in Schedule "A" must be furnished to the Company prior to closing.

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INSURANCE COMPANY

NY EXCEPTION CODES

NYC5 - Emergency Repair Liens
{!}Liens pursuant to the Administrative Code of the City of New York may have attached and not been filed or recorded. No liability is assumed for same.

NYC6 - Emergency Repair Liens: Alternate Form
{!}Satisfactory proof must be furnished showing whether any work has been done upon the premises by The City of New York, or whether any demand has been made by The City of New York for any such work that may result in the filing of subsequent Emergency Repair Liens against which the policy does not protect.

NYC7 - Emergency Repair Liens Filed
{!}The following Emergency Repair Lien filed in the Office of the County Clerk must be disposed of to the satisfaction of the Company at or prior to closing. See attached.

NYC8 - Sidewalk Violations
{!}The following Notice of Sidewalk Violation must be disposed of to the satisfaction of the company at or prior to closing:

NYC8 SUB - Sidewalk Violations Sub-Paragraph
{!}Filed: {D} No.: {C}

NYC9 - Unpaid Fee
{!}Section 26-128 of the Administrative Code of The City of New York, creates tax liens for unpaid Inspection Fees and Permit Fees billed by the Building Department and Fire Department regardless of the fact that such fees may not be reflected in the City Collector's records. Policy excepts any loss, claim or damage for any unpaid fee or charge claimed by the Building Department or Fire Department and entered in the records of the City Collector after the date of closing.

OBJ1 - Foreclosure Certification-Parties in Possession
{!}Rights of tenant and/or any party in possession of any part of the mortgaged premises whose interest plaintiff desires to bar.

OBJ10 - Foreclosure Certification-Possible Bankruptcy
{!}Company excepts the possible bankruptcy of the certified owner herein.

OBJ11 - Foreclosure Certification-Substituted Service
{!}If service on any of the defendants is to be made by either publication or substituted service, affidavits of attempted service in favor of this Company must be submitted describing the attempts made to effect service pursuant to the requirements of the civil practice law and rules.

OBJ12 - Foreclosure Certification-General Tax Exception
{!}Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth in schedule herein.

OBJ2 - Foreclosure Certification-Service Upon Corporate
{!}As to Corporate defendants, Attorneys are advised to instruct their process server to serve only corporate officers as service upon so-called “Managing or General Agents’, have too frequently been attacked and set aside; otherwise, if after the action is completed title insurance is requested, this Company will require corroborative proof that the party serves was actually a Managing or General Agent duly authorized to receive service of process. In addition the process server should be instructed to serve the Secretary of the State of Albany.

OBJ3 - Foreclosure Certification-Service Upon New York
{!}In making the State of New York a party defendant, the complaint must set forth detailed facts showing the particular nature of the interest or lien as required by Section 202 of the Real Property Actions and Proceedings Law.

OBJ4 - Foreclosure Certification-Service Upon New York
{!}In making a City a party defendant, the complaint must set forth detailed facts showing the particular nature of the interest or lien as required by Section 202-a of the Real Property Actions and Proceedings Law.

OBJ5 - Foreclosure Certification-Service Upon the United
{!}In making the United States of America a party defendant, the compliant must set forth with particularly the nature of the interest or lien of the United States on such property. (See 28 U.S.C.A. 2410).

OBJ6 - Foreclosure Certification-UCC's
{!}Secured parties such as fixture and Chattel lienors generally cannot be cut off in a foreclosure action. If the applicant decides to join such party, the compliant must allege specifically why the party is brought in as a defendant and must tender the issue of priority over such fixture or chattel liens. See also Uniform Commercial Code Action 9, and particularly sections 9-312 et seq., thereof dealing with priorities.

OBJ7 - Foreclosure Certification-Survey Exception
{!}Any state of facts an accurate survey may show.

OBJ8 - Foreclosure Certification-Preparation of Notice
{!}Regarding preparation of notice of Pendency in Foreclosure actions, particular attention should be paid to Real Property Actions and Proceedings law, Sec. 1331 as to recitation of the parties, dated and recording information of the mortgage to be foreclosed.

OBJ9 - Foreclosure Certification-Default Judgment
{!}Attention is called to the provisions of CPLR Section #3215, as to the requirements for obtaining a default judgment in the foreclosure action.

OP1 - Option in Lease
{!}The Company must review the final draft of the lease granting the option to purchase in advance of closing. If in satisfactory form and if the memorandum of lease to be recorded affords notice of the option, the insurance set forth below will be afforded.

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INSURANCE COMPANY

NY EXCEPTION CODES

OP2 - Option Agreement

{!}The company must review the final draft of the option agreement in advance of closing. If the option agreement (or if said agreement is not to be recorded and a memorandum of the option agreement to be recorded) is in satisfactory form, the insurance set forth below will be afforded.

OP3 - Affirmative Insurance: Option in Lease

{!}The Company hereby insures the Insured that the option to purchase the fee of the premises described in Schedule "A" herein, which option is set forth in the {C} dated {D} between {C} as landlord and {C}, (a memorandum of which is to be recorded in the office of the {C}, of the County of {CCOUNTY}) is valid and enforceable and the rights thereunder are vested in the Insured subject to the terms, covenants, and provisions thereof, and that said option has priority over all defects, liens and encumbrances arising or becoming a lien after the date of this Policy other than and subject to the exceptions set forth below, and the conditions and exclusions of this Policy.

OP4 - Affirmative Insurance: Option Agreement

{!}The Company hereby insures the Insured that the option to purchase the fee of the premises described in Schedule A herein as set forth in an agreement dated {D} between {C} and {C}, which agreement is intended to be recorded in the office of the {C} of the county of {CCOUNTY}, is valid and enforceable and the rights thereunder are vested in the Insured subject to the terms, covenants, and provisions thereof, and that said option has priority over all defects, liens, and encumbrances arising or becoming a lien after the date of this Policy other than and subject to the exceptions set forth below, and the conditions and exclusions of this Policy.

OP5 - Exceptions

{!}Policy excepts:

a) Bankruptcy or other insolvency proceedings with respect to the Optionor and the Optionor's successors and assigns filed after the date of this policy.

b) Federal tax liens, federal liens, judgments and warrants against Optionor filed or docketed after the date of this Policy, and any such liens, judgments, or warrants against successors or assigns of the Option or whenever filed or docketed.

c) The consequences of any change in federal law or laws, of the State or City of New York, after the date of this Policy.

d) Mechanic liens filed against the premises described in Schedule "A" herein after the date of this Policy.

e) The effect of any condemnation proceedings, including the failure of the Optionee to receive all or part of an award entered in a condemnation proceeding, unless failure to share in said award results from a court order or judgment which constitutes a final determination and adjudges the option to be invalid.

f) Real estate taxes, water sewer charge or other assessments entered in the real estate tax records after the date of this Policy.

g) Any fee mortgages allowed, permitted or consented to pursuant to the {C} above-referenced.

Out1 - Out of Possession

{!}Owner may be out of possession of a strip of land up to {C} between the {C} and the {C} record line. Title to said strip is not insured.

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INSURANCE COMPANY

NY EXCEPTION CODES

OwnLess - Co-Insurance Own Less

{!}In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

OWNP1 - Affidavit of the Owner

{!}An affidavit of the owner in possession is required setting forth that since the date of his acquisition of title or the date of his possession of title, whichever is the sooner, no claim has been asserted of any right or title to the premises nor of any encumbrance or lien on the premises nor any defect in the title or interest therein to be insured by the policy and not covered by an appropriate exception therein and the owner in possession has no knowledge of any such claim, right, lien, encumbrance or defect in title.

OWNP2 - Affidavit of Title

{!}An affidavit of title and of adverse possession must be furnished by the owner to be insured showing the reason why insurance is requested at the present time. The sufficiency of the reason assigned for title insurance must be approved by an Officer of this Company.

OWNP3 - Policy Will Except the Acts

{!}Policy will except the acts of the insured and all estates, liens and encumbrances created or suffered by him/her.

PA1 - Resolution

{!}A true copy of the Resolution of the Board of Commissioners of the Port Authority of New York and New Jersey adopted in accordance with the requirements of Section 6417 of the Unconsolidated Laws of the State of New York authorizing {C} of the premises described in Schedule “A” to be insured must be submitted prior to closing.

PA2 - Proof of Approval

{!}Proof is required that the Governor of the State of New York has either approved or not vetoed the proposed {C} as recited in the minutes of the meeting of the Board of Commissioners of the Port Authority of New York and New Jersey authorizing the same as required by Sections 7151 and 7152 of the Unconsolidated Laws of the State of New York unless the need to obtain such approval has been dispensed pursuant to Unconsolidated Laws,

Section 7154. Similar proof is required in respect of the Governor of the State of New Jersey in accordance with N.J.S.A. Sections 32:2-6 seq.

PA3 - Requirements
{!}The sale of the premises described in Schedule "A" by the Port Authority of New York and New Jersey must comply with the requirements of Section 6951 of the Unconsolidated Laws of the State of New York (See also N.J.S.A. 32:2-9, et. seq.)

PA4 - Consent
{!}Consent to the proposed {C} of the premises described in Schedule "A" may be required from the New York State Department of Transportation and such like body within the State of New Jersey as indicated by Section 6409 of the Unconsolidated Laws of the State of New York.

PartyInterest - Party Name, Nature of Interest

{!}{NAME} {STREETADDR} {CITYADDR}	{NATUREINT}

PAT1 - Standard Exception: Power Not Recorded
{!}If the closing instruments are to be executed through a power of attorney, this Company will require the following:

a. A full copy of the executed power of attorney must be submitted to the company for review prior to closing.
b. Corroborative proof from someone other than the attorney-in-fact that the donor of the power is alive and has not revoked the power of attorney.
c. That the donor of the power was competent to execute and deliver such power at the time it was executed.
d. The power of attorney must be recorded with the closing instruments.
e. Any deed to be executed by an attorney-in-fact must recite full consideration.

PAT2 - Where Previously Recorded Power to Be Used
{!}If the power of attorney dated {D} made by {C} to {C} as attorney-in-fact, and recorded {RD} in {C} is to be used in the pending transaction, the Company will require the following:

a. Corroborative proof from someone other than the attorney-in-fact that the donor of the power is alive and has not revoked the power of attorney.
b. That the donor of the power was competent to execute and deliver such power at the time it was executed.
c. Any deed to be executed by the attorney-in-fact must recite full consideration.

PAT3 - Prior Deed Recorded Executed Pursuant to Power
{!}Proof is required that the power of attorney dated {D} made by {C} to {C} as attorney-in-fact, and {RD} in {C}, had not been revoked on the date of the recording of the deed executed by said attorney-in-fact to {C}, which deed was {RD} in {C}, and that the donor of said power was alive and competent when said deed was delivered.

PAT4 - Recital
{!}Conveying instrument executed by an attorney-in-fact must contain a recital that said instrument was executed pursuant to a Power of Attorney to be recorded simultaneously therein or a recital stating where the Power of Attorney has been previously recorded.

PD1 - Standard Pending Disbursement Clause
{!}Pending disbursement of the full proceeds of the loan secured by the mortgage insured, the Policy insures only to the extent of the amount actually disbursed under the mortgage insured but increases as each disbursement is made in good faith and without knowledge of any defects in or objections to the title up to the face amount of this policy. Provided that at the time of each disbursement of the proceeds of the loan, the title is continued down to such time for possible liens, defects or objections to title intervening between the date hereof or date of the last continuation made for the purposes of an advance under the loan and the date of such disbursement.

PD2 - Alternate Form
{!}Pending disbursements of the full loan secured by the mortgage described herein, this policy insures only to the extent of the amount actually disbursed, plus interest accrued thereon, but increases as disbursements are made in good faith and without knowledge of any defects in, or objections to title, up to the face amount of the policy. Title shall be continued down to the date of each disbursement and the Company shall furnish to the mortgagee a continuation report of any liens or encumbrances which have been recorded, whether any taxes, assessments, or other charges of whatever nature which have become due and payable have been paid, and whether, of the Company is furnished with an updated Survey, there are survey variations, encroachments, or violations of setback and whether there are additional title exceptions or objections.

PD3 - Alternate Form
{!}Pending disbursement of the full proceeds of the loan secured by the insured mortgage or deed of trust described herein, this Policy insures only to the extent of the amount actually disbursed plus interest accrued thereon but increases up to the face amount actually disbursed and made in good faith and without knowledge of any defects in, or encumbrances prior to, the lien of the insured mortgage or deed of trust other than exceptions in Schedule “B” of this policy not insured against hereunder. Title shall be continued down to the date of each disbursement and the Company shall furnish to the Insured a continuation report which shall note; (1) the new effective date and amount of the Policy, (2) all assessments, taxes, liens, encumbrances, leases, mortgages, easements and other items including survey variations, encroachments and setback violations then affecting the insured premises which have been filed of record or discovered by the Company since the original date of the Policy regardless of whether they affect the lien of the insured mortgage or deed of trust, (3) which of the aforesaid items have been filed or recorded since the date of the last preceding continuation report and (4) which said items are intended to be added as exceptions to the coverage of the Policy as to (a) all amounts secured by the insured mortgage or deed of trust, and (b) only amounts secured by the insured mortgage or deed of trust advanced on or after the new effective date of the Policy.

PHIL1 - Standard Exceptions
{!}Mining and Mineral Rights, if any, of the heirs of Philip Philipse.

PHIL2 - Exception with Affirmative Insurance
{!}Mining and Mineral Rights, if any, of the heirs of Philip Philipse but policy insures against monetary loss or damage existing to the surface improvements as a result of the exercise of said rights. There are no rights of

surface entry incident to such mining and mineral rights and that rights of subadjacent support of the premises are provided. Policy insures for mortgage purposes that the same will not interfere with the use of the premises for residential purposes.

PM - For Information Only
{!}**FOR INFORMATION ONLY:** The proposed mortgagor(s) {C} has (have) been run for Judgments and Federal Tax Liens of record for the sole purpose of the disposition of possible liens which may affect any further real property proceedings.

PNTRST1 - Pension Standard
{!}Trust agreement of the {C} Pension Trust together with all modifications or amendments thereto is to be submitted to the company for review.

PNTRST2 - Pension - Proof
{!}Proof is required that the {C} Pension Trust is a valid and subsisting Trust for self-employed individuals and others pursuant to §9-7.1 of the Estates, Powers and Trusts Law that it is currently and has continuously enjoyed the tax exempt benefits of a tax deferred pensions plan pursuant to applicable provisions of the Internal Revenue Code.

The closing deed being a fiduciary deed is to be executed by all of the trustees of {C} Pension Trust and recite the full consideration paid thereof.

POL1 - Gap Coverage
{!}The final policy will contain the following coverage which is added by endorsement to Paragraph 7 of the Conditions and Stipulations of the ALTA 1992 form of policy:

> "(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents."

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PTNR1 - Standard Exception

{!}With respect to {C}, a New York general partnership the Company will require the following:

a) Proof sufficient to establish that said partnership is a valid and subsisting General Partnership which has not been terminated by the death, withdrawal or other incapacity of a partner pursuant to the New York Partnership Law or pursuant to the terms of the partnership agreement of said partnership, if any.

b) The composition of said partnership must be established together with proof that there has been no change in said partnership since the date of its formation.

c) Partnership agreement, if any, of said partnership together with all modifications or amendments thereto must be produced and submitted to the company for review prior to closing and the terms thereof relating to real estate transactions affecting the partnership's interest therein must be complied with.

d) Pursuant to §130 of the New York General Business Law, a Certificate of Doing Business for persons doing business under assumed names or as a partnership under an assumed partnership name must be filed in the counties where such partnership uses an assumed name. Certificate of Doing Business for said partnership must be produced and filed in {CCOUNTY} County.

NOTE: If there has been a change in the partnership, and the company is satisfied that such change does result in a dissolution of the partnership, an amended Certificate of doing Business must be filed to reflect the changes in said partnership. This exception may be omitted if a Certificate of Doing Business is already on file in the County <u>and</u> there has been no change in the composition of said partnership.

e) Closing deed or mortgage be executed by all of the partners of said partnership or by the partner or partners thereof authorized under the partnership agreement of said partnership together with the consent in writing, duly acknowledged before a Notary Public of the partners not executing the closing documents.

PTNR2 - Where Partners Names are Known

{!}Proof is required to show that {C} are the only persons interested as partners in {C} and that there has been no change in the composition of the partnership by either adding or dropping partners since its formation.

PTNR3 - Searches Against Names of Partners

{!}Searches run against the names of the partners of {C} and the returns, if any, appear herein {C}.

PTNR4 - Foreign Partnership

{!}With respect to {C}, a foreign general partnership formed in the State of {PROPS}, the company will require:

a) Proof of due formation in {PROPOS} of said general partnership.

b) Proof that the foreign limited partnership in formation has applied for authority to do business in New York and has submitted to the Department of State the documents and application required under the New York Partnership Law.

c) Proof sufficient to establish that said partnership is a valid and subsisting General Partnership, which has not been terminated by the death, withdrawal or other incapacity of a partner pursuant to the New York Partnership Law, the laws of the jurisdiction of its formation or pursuant to the terms of the partnership agreement of said partnership, if any.

d) The composition of said partnership must be established together with proof that there has been no change in said partnership since the date of its formation.

e) Partnership agreement, if any, of said partnership together with all modifications or amendments thereto must be produced and submitted to the company for review prior to closing and the terms thereof relating to real estate transactions affecting the partnership's interest therein must be complied with.

f) Pursuant to §130 of the New York General Business Law, a Certificate of Doing Business for persons doing business under assumed names or as a partnership under an assumed partnership name must be filed in the counties where such partnership uses an assumed name. Certificate of Doing Business for said partnership must be produced and filed in {CCOUNTY} County.

NOTE: If there has been a change in the partnership, and the company is satisfied that such change does result in a dissolution of the partnership, an amended Certificate of Doing Business must be filed to reflect the changes in said partnership. This exception may be omitted if a Certificate of Doing Business is already on file in the County <u>and</u> there has been no change in the composition of said partnership.

g) Closing deed or mortgage be executed by all the partners of said partnership or by the partner or partners thereof authorized under the partnership agreement of said partnership together with the consent in writing, duly acknowledged before a Notary Public of the partners not executing the closing documents.

PTNR5 - Limited Partnership
{!}With respect to {C}, a New York Limited Partnership the Company will require the following:

a) Proof of filing of the Certificate of Limited Partnership and any amendments or restatements thereof with the Secretary of State.

b) Proof sufficient to establish that said partnership is still a valid and subsisting Limited Partnership, which has not been terminated as set forth in the provisions of §120-801 of the New York Partnership Law.

c) Proof of due publication of the notice of formation of the limited partnership, as required by the New York Partnership Law must be submitted.

d) An affidavit is required from the general partner(s) of the limited partnership, listing the name(s) of all of its partner(s) and stating that there has been no change in the composition of said partnership since its formation, or, setting forth such changes.

e) Partnership agreement, if any, of said partnership together with all modifications or amendments thereto must be produced and submitted to the company for review prior to closing and the terms thereof relating to real estate transactions affecting the partnership's interest therein must be complied with.

f) Closing deed or mortgage be executed by all of the general partner(s) of said partnership or by the partner or partners thereof authorized under the partnership agreement of said partnership together with the consent in writing, duly acknowledged before a Notary Public of the partner(s) not executing the closing documents.

PTNR6 - Limited Partnership 2
{!}With respect to {C}, a Limited Partnership formed under the laws of the State of {STATE} the Company will require the following:

a) Proof of formation of said Limited Partnership in the state of its formation.

b) Proof of filing of the Certificate of Authority and any amendments or restatements thereof with the Secretary of State.

c) Proof sufficient to establish that said partnership is still a valid and subsisting Limited Partnership, which has not been terminated under the New York Partnership Law or the laws of the jurisdiction of its formation.

d) Proof of due publication of the notice of formation of the limited partnership, as required by the New York Partnership Law must be submitted.

e) An Affidavit is required from the general partner(s) of the limited partnership, listing the name(s) of all of its partner(s) and stating that there has been no change in the composition of said partnership since its formation, or, setting forth such changes.

f) Partnership agreement, if any, of said partnership together with all modifications or amendments thereto must be produced and submitted to the company for review prior to closing and the terms thereof relating to real estate transactions affecting the partnership's interest therein must be complied with.

g) Closing deed or mortgage be executed by all of the general partner(s) of said partnership or by the partner or partners thereof authorized under the partnership agreement of said partnership together with the consent in writing, duly acknowledged before a Notary Public of the partner(s) not executing the closing documents.

PTNR7 - Partnership previously insured
{!}Proof is required that there has been no change in the Partnership Agreement and/or Articles of Partnership of {C} or in the partnership's membership. Proof is also required that the person(s) executing the closing installments has the authority to bind the partnership.

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PUD1 - Covenants with Affirmative Insurance
{!}Policy will except the terms and conditions set forth in the Declaration of Covenants and Restrictions {RD} in the {CCOUNTY} County Clerk's Office in {C}. Company insures that the within Covenants and Restrictions have not been violated by the improvements shown on the survey set forth herein, nor do they contain any forfeiture, reversion or the right of re-entry provisions.

PUD2 - Common Charges
{!}Proof is required that all Association charges levied against the unit for the upkeep of the common elements as provided in the Declaration of Covenants and Restrictions have been paid to date or in the event this is an original purchase from the developers, proofs required that the initial membership fees have been paid.

PUD3 - Endorsement
{!}Upon receipt of the $25.00 charge therefor, the policy will contain the Planned Unit Development Endorsement. (See copy herewith)

PW1 - Affirmative Insurance
{!}Party Walls, if any, affecting the within described premises, however, the mortgage policy insures that said wall may remain so long as it shall stand, together with the right to repair and maintain the same.

R2 - Copy of Contract-Note
{!}**NOTE:** Since the consideration is $400,000.00 or more, a copy of the contract of sale or closing statement must be attached to the RPT being filed.

R3 - NOTE - Street Address & Tax Map
{!}**NOTE:** The City of New York requires that both the street address and the tax map designated to be set forth below the description in all documents submitted for recording. {C}.

R4 - Searches for Judgments - Note
{!}**NOTE:** Searches for Judgments and Federal Tax Liens made against {C} disclosed no returns.

R5 - Tax Map Description - Note
{!}**NOTE:** The City of New York requires that both the street address and tax map designation be set forth below the description in all documents submitted for recording.

R6 - NOTE-Premises
{!}**NOTE**: All instruments submitted for recording with the Nassau County Clerk must contain the following recital: "Premises known as Section {C}, Block {C} and Lot {C} as shown on the Nassau County Land and Tax Map".

R7 - Recordings - Subdivision
{!}The Register of the City of New York will not accept for recording a deed which transfers part of a tax lot. Proof of compliance with subdivision requirements is required in advance of closing or the policy will except the consequences of the failure to obtain subdivision approval, including the failure to record.

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R8 - Recordings - Black Ink
{!}**NOTE:** The County clerk requires that all instruments submitted for recording be executed in black ink.

RAIL1 - When Insuring Title to Railroad Property
{!}A release from the Commissioner of Transportation of his preferential right under Transportation Law, Section 18 to acquire, for and on behalf of the People of the State of New York, property which has been used for railroad purposes is required.

REC1 - All Instruments
{!}The closing instrument must contain the following language:

> Being and intended to be the same premises conveyed to the Grantor(s) by deed made by {C} and recorded {RD}, in {C}.

REC2 - Title Through a Surviving Spouse
{!}Title is being insured through {C} as surviving tenant by the entirety. Accordingly, the deed must recite that it is made by {C} individually and as a surviving spouse of {C} who died on {D}.

REC3 - Title Through a Surviving Joint Tenant
{!}Title being insured through {C} as surviving joint tenant. Accordingly, the deed must recite that it is made by {C} individually as a surviving joint tenant of {C} who died on {D}.

REC4 - Lien Law Covenant
{!}Closing mortgage and deeds, if any, must contain the covenant required by §13 of the New York Lien Law.

RecFiled - Recorded and Filed
NAME: {C}
to
NAME: {C}

DATED: {D}
RECORDED: {D}
LIBER.: {C} **CP:** {C}
FILED: {D}
SERIAL No.: {C}
CERTIFICATE No.: {C}

Recorded - Recorded
NAME: {C}
to
NAME: {C}

DATED: {D}
RECORDED: {D}
LIBER.: {C} **CP:** {C}

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S1 - Searches Run Against All Parties: Returns Show Not
{!}All necessary searches have been made against the certified owners and/or the proposed mortgagors/or purchasers and the returns show nothing found.

S2 - Nothing Found Against the Purchasers/Mortgagors On
{!}All necessary searches have been made against the proposed mortgagors and the returns show nothing found.

S3 - Bankruptcy
{!}For information only: Searches were made in the United States Bankruptcy Court in the District having jurisdiction over the premises against the following names {C}. (See herein)

Schedule A continued - Schedule A continued

{BRNAME}

TITLE NO. {DESCROW} {AMENDED} {AMENDLTR}

SCHEDULE "{C}" (Continued)

SeeExhibit - See Exhibit Page
{!}SEE EXHIBIT "{C}" ATTACHED HERETO AND MADE A PART HEREOF

SrchType - Search Type Information
{!}{NAMEPROP} {SRCHTYPE} {SRCHPERD} {SRCHDETAIL}

SrchTypeCt - Search Type County
{!}{COUNTYTAB} {DISTRICT} {SECTION} {BLOCK} {LOT}

SrchTypeNa - Search Type Name
{!}{NAMEPROP} {FROM} **{TO}**

SrchTypePr - Search Type Premises
{!}{PRMSTAB}

ST1 - Land in Bed of Street
{!}Policy does not insure any title to land lying in the bed of {C}.

ST2 - Part of the Premises in Street Widening Area
{!}Approximately {C} feet of the premises described in Schedule "A1" lies in the bed of {C} as the same is laid out on the official map of the City of {C}. This portion of the premises is subject to the restricted use and limitations imposed by the provisions of Section 35 of the General City Law.

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ST3 - Street Widening with Affirmative Insurance
{!}Approximately {C} feet of the premises described in Schedule "A" lies in the bed of {C} as the same is laid out on the official map of the City of {CCITY}. This portion of the premises is subject to the restricted use and limitations imposed by the provisions of Section 35 of the General City Law. Policy insures the mortgagee that there will be no diminution in any award in any condemnation proceedings for the improvements on the premises as shown on the survey used herein.

ST4 - Premises Not on city Plan Street
{!}The premises herein does not front on a street laid down on the City Plan. The premises may be subject to the provisions of Section 36 of the General City Law (Chapter 690 Laws 1926) and acts amendatory thereto.

ST5 - No Public Street: No Easement Insured
{!}Premises described in Schedule "A-1" do not abut on a public street or highway. No easement or right of way for ingress to or egress from said premises to a public street or highway is insured.

ST6 - Premises Landlocked
{!}Premises described in Schedule "A" are landlocked and no access to or from same is insured.

ST7 - Street Report
{!}Street Report shows that {C} is currently maintained by {C}.

ST8 - Section 189 Highway Law
{!}{C} road which adjoins the premises described in Schedule "A" on the {C} is less than 3 rods in width and is or may be a public highway by use by reason of its maintenance by the Town {C}. Policy excepts the right of the Town Superintendent to open said road to a width of not less than 3 rods without the payment of compensation to abutting owners. (Section 189, Highway Law, Desmond v. Town of Summit, 370 NYS2d 413).

ST9 - Ingress and egress over street
{!}Company insures ingress and egress over the street upon which the subject premises front, and to the nearest public highway.

SUBJECT - Subject To a Life Estate
{!}Subject to a Life Estate in favor of {C}. Said Life Estate must be disposed of by one of the following:

a) Proof of death of the life tenant;
b) Subordination of the life tenant's interest to the transaction to be insured herein; or
c) A conveyance by the life tenant relinquishing his/her interest.

SUR1 - Any State of Facts
{!}Until a guaranteed survey acceptable to the Company is received and read into title, policy will except any state of facts a guaranteed survey would show.

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SUR10 - Commercial Survey Inspection
{!}Survey inspection coverage is limited by the New York State Rate Manual to one to four family residential property. An inspection of the property discloses that it does not conform with the above, therefore a redate by a licensed land surveyor may be required.

SUR11 - No Access for Survey Inspection
{!}This Company has attempted to make a survey inspection of the subject premises. However, we were unable to complete the inspection due to a lack of access. In order to facilitate same, an appointment MUST be made for our inspector to complete the inspection. Please mail, call or fax this office providing the NAME and NUMBER OF THE PARTY who can provide access.

SUR12 - Survey Inspection
{!}Any state of facts a personal inspection of the premises may disclose.

SUR13 - Survey - Out of Possession
{!}Owner may be out of possession of a strip of land up to {C} side between the {C} and the {C} record line. Title to said strip is not insured.

SUR14 - Unguaranteed Survey
{!}The foregoing is for information only as this survey has not been certified for title insurance purposes; in the absence of a satisfactory, guaranteed survey, policy will except any state of facts an accurate survey would disclose.

SUR2 - Dimensions Not Insured
{!}In the absence of a guaranteed survey, policy will not insure courses, distances and dimensions of the subject premises or the bed of any street, road or avenue passing through same.

SUR3 - Survey Endorsement
{!}Upon execution of an affidavit of title and possession acceptable to the Company and payment of the premium therefore, a Survey Endorsement will be added to the mortgage policy.

SUR4 - Out of Possession
{!}The insured may be out of possession of a strip of land having a maximum width of {C} feet, lying {C} on the premises adjoining the {C}.

SUR5 - Wall Encroaches: Affirmative Insurance
{!}The {C} of the building located on the premises described in Schedule “A” encroaches up to {C} on the premises adjoining the {C}. However, policy insures that said wall as shown on the survey may remain undistributed for as long as the building stands.

SUR6 - Rights of Utility Companies
{!}Company excepts rights of utility companies to maintain or relocate {C} as shown on the survey used herein. Policy excepts the rights of others to use said service.

SUR7 - Driveway Shown: No Easement
{!}Survey used herein shows a driveway used in common with the premises adjoining on the {C}. Examination shows no easement of record therefor. Policy excepts the rights of the adjoining owners to use the same for ingress and egress. However, policy does not insure the rights of the insured to use same absent the execution and recording of an easement agreement.

SUR8 - Fence
{!}Fences shown on the survey set forth herein, or noted as a result of any inspection of the premises made by the Company, may stand at variation to the actual title lines. Provided that the actual variation between the record line of title and the present location of such fence(s) do(es) not exceed six (6) inches, the policy will insure that the present misplacement or future correction of the location of the said fence(s) will not result in monetary damage to the insured mortgagee nor impair the current use of the improvements erected on the premises for residential purposes.

SUR9 - Standard Survey
{!}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.

T7 - Water Charges for Nassau County
{!}Water charges accruing since date of the last reading, and building purpose or unfixed water frontage charges subsequently entered.

TAX1 - Exemptions
{!}Premises herein are listed as exempt/partially exempt from real estate taxes. Upon transfer of title, premises are subject to taxation on the full assessed valuation and said additional taxes shall be levied from the date of death or the transfer from the owner entitled to the exemption and to whom such exemption was duly granted.

TAX10 - New York City Tax Sale Certificate
{!}The premises described herein are subject to a Tax Lien Certificate sold by the City of New York pursuant to a tax lien sale authorized under Chapter 3 of Title 11 (§ 11-319 et seq.) of the NYC Administrative Code. Said premises must be redeemed from such Tax Sale and the Certificate cancelled or policy will except any loss or damage suffered by reason thereof.

> **NOTE:** The servicing agent must be contacted to obtain the amount due to redeem the premises from the said Tax Lien Certificate.

TAX12 - Tax - In Rem
{!}Premises described in Schedule C herein have been included in IN REM Action No. {C}, filed on {D}. No funds will be collected at closing for payment of the outstanding charges shown on the tax search unless:

1. The date that title will vest in the City of New York is ascertained;
2. The City of New York In Rem Division of the City Collector's Office provides the amount required to be paid including all survey and penalty charges required by that department, and indicates the last date to make payment.

TAX13 - Taxes - New Construction
{!}Tax search herein discloses the premises are being taxed as vacant land. Survey and Certificate of Occupancy herein reflect premises as being improved. Policy excepts any additional taxes which will be imposed due to the increase in the assessed value.

TAX14 - NYC Taxes - water meter surcharge
{!}If the records of the New York City Department of Environmental Protection (DEP) reflect no meter installed at a residential property as of June 30, 2000 a surcharge may be imposed. This surcharge will approximately DOUBLE the annual frontage bill of that property and is tentatively scheduled to be imposed at the beginning of the next fiscal year, July 1, 2000. The surcharge may continue annually until a proper meter installation is completed.

TAX15 - Taxes - Suffolk County Sewer Charges
{!}Your attention is directed to the Sewer Search set forth herein. Said Search discloses sewer usage charges filed against the subject premises in the amount of {$} up through {D}.

TAX16 - Taxes to be Apportioned
{!}Taxes assessed against the premises herein cover more property than is included in Schedule C herein and must be apportioned, and the tax map must be amended to conform to premises described in Schedule C.

TAX17 - Tax Search to Follow
{!}Any and all taxes, assessments, water rates, sewer rents, interest thereon and penalties therefore, if any, that a tax search would show (tax search to follow).

TAX18 - NYC Subdivision
{!}The Register of the City of New York will not accept for recording a deed which transfers part of a tax lot. Proof of compliance with subdivision requirements is required in advance of closing or the policy will except the consequences of the failure to obtain subdivision approval, including the failure to record.

TAX19 - Property Scheduled for Tax Lien Sale
{!}Tax search discloses subject premises are scheduled for tax lien sale on or about {D}. If title closes on or near said date, a precise amount necessary to dispose of the tax items may not be determinable as the servicing agent may not be known and will not be prepared to ascertain the required payoff amounts. If title closes during said period, an escrow in the amount satisfactory to the company will be required.

TAX2 - Exemption: Owner Affidavit
{!}An affidavit must be submitted by the record owners stating that they are the persons entitled to the exemption shown on the enclosed tax search and that said exemption has not been canceled or modified.

TAX3 - NYC Abatements
{!}The tax search herein shows an abatement or exemption resulting from the nature or use of the premises. Policy will except all loss or damage arising from the imposition of any lien resulting from the restoration or real

property taxes upon the premises or the recession of tax abatements as is provided for pursuant to the provisions of the Administrative code of the City of New York.

TAX3A - NYC Abatements -2
{!}The tax search herein shows an abatement or exemption resulting from the nature or use of the premises. Policy will except all loss or damage arising from the imposition of any lien resulting from the restoration or real property taxes upon the premises or the recession of tax abatements as is provided for pursuant to Local Statute.

TAX4 - NYC Water Meters
{!}Tax search discloses water meters which have been read to the date indicated thereon. Policy will except subsequent meter readings from the date of the last actual reading.

TAX5 - Sidewalks/Sewer Hookups
{!}Proof is required that the owner has received no notice of any pending assessments for capital, street or sidewalk improvements or for charges pending or due for the cost of connecting the premises to public sewers.

TAX6 - Lido Beach Sewer Assessment
{!}NOTE: While premises are located in Lido Beach, it may be connected to the City of Long Beach sewer system. Inquiry should be made with the City of Long Beach to ascertain whether there are any sewer charges outstanding against the premises.

TAX7 - Taxes Not Apportioned
{!}The premises are {C} part of a larger tax lot. The taxes assessed against the premises must be apportioned and allocated since they presently cover the premises described in Schedule “A” herein and more.

TAX8 - Tax Lien Sales
{!}The tax lien sales as shown on the tax search herein must be redeemed and canceled. A certified bill must be obtained setting forth all unpaid assessments covered by such sales together with penalties and interest computed to the date of payment. Note: the tax lien purchaser has filed an affidavit of regularity and may demand delivery of a tax deed unless the premises are redeemed.

TAX9 - Tax Lien Sales - NYC
{!}Certain Real Property tax lien arrears affecting the premises described in Schedule “A”, were sold by The City of New York under Tax Lien Certificate No. {C} dated {D} and recorded {D}, in {C}. Accordingly, the arrearages must be paid and a discharge of the Certificate must be presented to the Company on or before closing.

TestMore - Test More No indent paragraphs
{!}**NOTE:** Section 6483 of the insurance law effective {D} requires that title insurance companies “offer:, at or prior {C} to title closing an option policy form which will insure title of owner

> This offer applies only to a premises owned by a natural person, any unnatural persons must apply for an unnatural premises policy

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If you do not wish this additional optional coverage, you must waive same by signing in the space provided:

TestNoNumber - Test no number no indent phrase
{!}**FOR INFORMATION ONLY:** Bankruptcy searches made against {C} in {C}, {CCOUNTY}, disclosed no filings as of {D}

TRST1 - Trust Agreement Required
{!}Title is certified in {C} as trustees. A copy of the Trust Agreement and any amendments thereto must be submitted to this Company in advance of closing. The Company reserves the right to add such additional exceptions as it deems necessary.

TRST10 - Business Trusts
{!}Proof is required that the {C} Trust, a business trust, has been duly formed in the State of {PROPS}.

TRST11 - Business Trust: Proof
{!}A copy of the business trust agreement, and any amendments thereto, must be submitted to the Company for consideration prior to closing.

TRST12 - Business Trust: State Law
{!}Proof is required that the business trust is authorized under the law of the State of {PROPS} to hold title to real property situated in the State of New York.

TRST2 - Trust Still in Effect
{!}Proof is required at closing that the trust established under the Agreement of Trust dated {D} remains in full force and effect, and that {C} is (are) presently authorized to act as trustee(s) thereunder. The Company must be advised in advance of closing if the trust is no longer effective or if there has been a change in the identity of the trustee(s).

TRST3 - Testamentary Trust Still in Effect
{!}Proof is required at closing that the trustee(s) under the Last Will and Testament of {C} remain authorized to act thereunder. The Company must be advised in advance of closing if there has been a change in the identity of the trustee(s).

TRST4 - Lease by Trustee
{!}Company has been advised that the transaction to be insured is a lease to be granted by the trustee(s) certified herein. In the event that said lease may be for a term inclusive of extensions and renewals of more than ten years, a court order authorizing the lease will be required. (EPTL, Section 11-1.1(b)(5)(c)).

TRST5 - Title Held in Name of Trust, Not Trustees
{!}The deed dated {D}, {RD} in {C}, was executed by {C} to the {C} Trust and not to the named trustees thereof. A confirmatory deed conveying the premises described in Schedule “A” herein to {C} as Trustees of the {C} Trust, is required.

TRST6 - Title Out of Trust Not Trustees
{!}The deed {RD} in {C} was executed by the {C} trust and not by the named trustees thereof. A confirmatory deed from the named trustees conveying the premises described in Schedule "A" herein to the present owner(s), as certified in Schedule "A" herein, is required.

TRST7 - Passive Trusts
{!}Title is found of record in {C}, individually and as trustee of the {C}. Pursuant to sections 7-1.1 & 7-1.2 of the Estates Powers and Trusts Law a trust for the purpose of holding legal title in the name of a trustee may be invalid where the named trustee or trustees have no actual duties or responsibilities to perform. Accordingly Company will require:

a) Proof of the nature of the property to be insured is an income producing asset that, actual income derived therefrom is paid to the trustee under the above trust agreement, and is administered from a trust bank account to be used or distributed pursuant to the terms of the trust.

b) Proof that the trustee has the sole responsibility for the management and control of the real property as a trust asset and has exercised exclusive control including but not limited to entering into leases for the property, securing or placing insurance on property and paying the cost thereof, paying real estate taxes thereon and other duties incident to the active ownership and management of real property or contracting with a property manager for this purpose.

Note: In the event that the trust is not responsible for the active management of the property the Company will require that the title be conveyed by the trustee in his/her individual capacity as well as by him/her individually together with the named beneficiaries under said trust. In the event that any of the foregoing are minors whose signature is required on a deed, the Company will require that a guardian be appointed by a court of competent jurisdiction pursuant to Article 17, §1701 et. seq. and §1715 of the Surrogates Court Procedures Act.

TRST8 - Lifetime Trusts
{!}Title {C} by a "Lifetime Trust" formed pursuant to sections 7-1.1 et. seq. of the Estates, Powers and Trusts Law. A copy of said trust agreement and any amendments thereto must be furnished to the company prior to closing to ascertain statutory compliance by the agreement with respect to execution and formation.

TRST9 - Non-Existent Trust
{!}Title has been found in {C} by virtue of deed {RD} in {C}, (see certification of title). Said deed fails to state the terms of said trust including the name of the beneficiary thereunder. The company has been advised that there is no written trust agreement. Additionally, the Company has been informed that although the trust is not in writing, that the intended beneficiaries of said trust are {C}. Accordingly, the Company will require the following:

a) The full names and addresses of the purported trust beneficiaries must be disclosed to the Company and full searches made against their names to date of closing and the returns, if any, must be disposed accordingly as the same may be liens upon the said premises.

b) Full searches will be made against the named trustee to date of closing and the returns, if any must be disposed accordingly, as the same may be a lien upon the said premises.

c) The named trustee must execute closing deed, individually and as trustee for {C} beneficiaries and also by said beneficiaries individually.

TX11 - Tax Search - NOTE
{!}**NOTE:** The tax search reveals that there is an abatement or exemption. If such abatement or exemption is pursuant to the J-51 program, such abatement or exemption is subject to review and audit by the City of New York and may be revised, reduced or terminated in the future. This may result in the reimposition of taxes and accrued interest for prior tax periods.

Information as to the abatement or exemption may be obtained from the Department of Housing, Preservation and Development, 100 Gold Street, New York, N.Y., or through the Department of Finance of the City of New York, 345 Adams St., Brooklyn, N.Y. 11021. (Administrative Code Section 11-243, formerly Section J-51-2.5, Real Property Tax Law Section 489).

UCC - UCC Financing
{!}{C} UCC-1 Financing Statement found of record:

UCC1 - Standard Exception
{!}Title to personal property is not insured, but the following Uniform Commercial Code security agreement/financing statement must be discharged of record as it affects the real property.

Debtor: {C}
Secured Party: {C}
No.: {C}
Filed: {D}
Covers: {C}
Premises: {PA2}

UCC1A - UCC Financing Information
{!}Debtor: {C}
Secured Party: {C}
Filing Date: {D}
Filing No: {C}
Cover: {C}

UCC2 - UCC Financing Statement
{!}NOTE: UCC Financing Statement searches have been run against {C} and the following was returned:

Secretary of State's Office in Albany: {C}

{CCOUNTY} County Clerks office: {C}

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UPST1 - Upstate Files
{!}Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.

UPST2 - Upstate Files
{!}Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain, and repair the same, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.

UPST3 - Upstate Files
{!}The exact acreage of the premises herein will not be insured.

VAULT1 - Vault Exception
{!}Right to maintain vaults and charges therefore, if any.

VAULT2 - Vault Exception
{!}The policy does not insure that the vault space for which the vault charge has been made has been accurately computed, nor does it insure against any deficiency for annual vault charges which may be subsequently assessed by the City of New York.
Note: The above may be omitted:

1. Upon proof that there are no vaults which are appurtenant to the buildings and premises insured; or, if there are vaults,
2. Upon an inspection made by the Department of Finance, Bureau of Tax Operations which conforms the accuracy of the vault charges assessed against the premises.

Note: The Department of Finance, Bureau of Tax Operations, upon request, will make sure inspections to determine the accuracy of the vault space dimensions shown on the annual return, and the annual charges therefore, for the periods for which the assessments may be retroactively made.

VEND1 - Endorsement Attached
{!}The final policy will contain the TIRSA Contract Vendee Endorsement, a copy of which is annexed hereto.

VEND2 - Amount of Insurance
{!}The policy issued hereunder may not be issued in an amount less than the down payment specified in the contract and may be issued in any additional amount, not to exceed the full amount of the contract plus the cost of contemplated improvements and other development and construction costs, as desired by the insured.

WATER1 - High Water Marks
{!}No title is insured to any land lying below the high water line of {C}, its arms, branches and tributaries by whatever name called, as the same now exists or formerly existed.

WATER10 - Riparian Rights: Ddrainage and Use
{!}Except the rights and easements of others to drain through or otherwise use the {C} abutting or running through the premises herein, but the policy does not insure that the owners of the premises herein has any right to drain through or otherwise use the said {C} across the adjacent land.

WATER11 - Riparian Righst Not Insured
{!}Riparian rights and easements of others over the {C}, however, the policy does not insure any riparian rights or easements in favor of the owner of the premises herein.

WATER12 - "Wet Lands"
{!}The area shown on the survey as “wetlands” is subject to the New York Tidal Wetland Acts and the use thereof must be approved by the Department of Environmental Conservation of the State of New York.

WATER2 - No solid fill
{!}No title is insured to any land not under solid fill.

WATER3 - Bulkhead Lines
{!}Rights of the United States Government to establish harbor, bulkhead or pierhead lines or to change or alter any such existing lines and to remove or compel the removal of fill and improvements thereon including buildings or other structures, from land now or formerly lying below the high water mark of {C} without compensation to the insured.

WATER4 - Governmantal Regulation
{!}Rights of the United States Government, the State of New York and {CCOUNTY}, {C}, or any of their departments or agencies to regulate and control the use of the piers, bulkheads, land under water and land adjacent thereto.

WATER5 - New York City
{!}Policy excepts the rights of the City of New York in and to those portions of the premises described in Schedule “A” herein, which lie within the projected boundary line of {C}.

WATER6 - "Dolphin Lane" Exception
{!}Rights of the Trustees of the Town of Southampton and the public to the use of the beach which fronts on the Atlantic Ocean. (See Dolphin Lane Associates, Limited v. Town of Southampton, 339 NYS2d 966).

WATER7 - Letters Patent
{!}Conditions set forth in Letters Patent dated {D} and {RD} in {C}, in the office of {C}, County of {CCOUNTY}.

WATER8 - Limited Letters Patent
{!}Letters Patent dated {D} and {RD} in {C}, in the Office of the {C} of the county of {CCOUNTY} is not a full beneficial enjoyment grant. A conversion grant affording full beneficial enjoyment to that part of the premises

described in Schedule “A” herein to which the Letters Patent related should be obtained from the Commissioner of the State Office of General Services. (Public Lands Law, Article 2)

WATER9 - Riparian Rights: Unobstructed Flow
{!}Policy excepts the rights of others in and to the natural and unobstructed flow of the {C} crossing the premises described in Schedule “A” herein.

Z1 - All checks to FNTIC must be certified
{!}Please Note: All checks made payable to **{BRNAME}** must be certified or attorney’s escrow checks.