

POLICY COVERAGE & EXCLUSIONS

An attorney serving as a title agent should have a reasonable understanding of the purpose and general effect of a title insurance policy and possess the ability to explain the policy coverage to the insured parties. Insured parties may have little or no understanding of title insurance. They are likely to regard a title insurance policy as a panacea that will address virtually any and all real property defects.

Insured parties may assume that the policy covers incidental damages, such as additional mortgage payments or rent payments for furniture storage costs which may be incurred while the seller's title problem is being cured. They may even believe that the policy will address title issues arising from events occurring after the date of the policy.

This chapter of the New Member Training Manual provides an explanation of policy provisions including Covered Risks, Exclusions and Conditions.

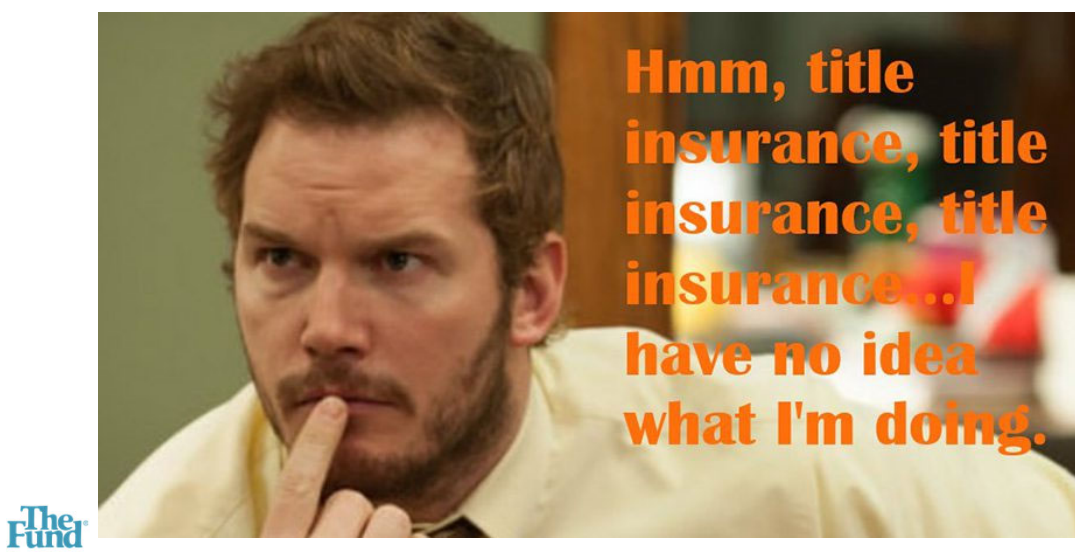
This chapter includes:

- PowerPoint presentation slides
- Title Insurance Forms – Chopra to Black
 - 2021 ALTA Commitment with Florida Modifications
 - Schedule A
 - Schedule B-I (Requirements)
 - Schedule B-II (Exceptions from Coverage)
 - 2021 ALTA Owner's Policy with Florida Modifications
 - Schedule A
 - Schedule B
 - 2021 ALTA Loan Policy with Florida Modifications
 - Schedule A
 - Schedule B – Part I
 - Schedule B – Part II
 - Closing Protection Letter (CPL)



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What exactly is covered?



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Policy Types

Effective October 3, 2022, the Florida Office of Insurance Regulation (OIR) approved use of the 2021 policy forms, superseding the 2006 version of the American Land Title Association (ALTA) forms with Florida modifications

These are identified by their policy prefix:

- Commitment – **C21**
- Owner's – **O21**
- Loan Policy – **M21**



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Why change the Policy Forms?

The 2021 Policy Form incorporates changes and processes that have come about since the ALTA 2006 forms were drafted and approved due to:

- new regulations and laws such as CFPB (Consumer Financial Protection Bureau)
- Remote Online Notarization and
- major court decisions

For example: Electronic issuing of policies - O21 and M21 Policy jackets recite that policy can be issued electronically and is valid without a signature provided there is a serialized "Policy Number" and the "Date of Policy":

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.



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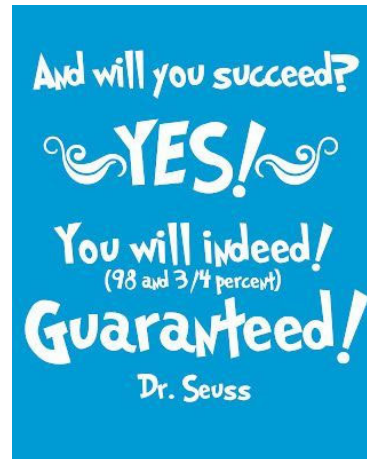
ALTA 2021 Policy Forms – What Changed

2021 ALTA Loan and Owners Policies:

- Covered Risks
- Exclusions from coverage
- Schedule A & B
- Conditions
 - New & Revised Definitions

Additional 2021 ALTA Forms:

- Short Form Commitment
- Short Form Residential Loan Policy
- Endorsements



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2021 Policy Benefits

- ☐ Continues to allow the insured to select the most favorable date from which to value the property for claims purposes
- ☐ Increases the amount paid in the event of a total title failure to an additional **15%** of the amount of insurance, plus fees and costs
- ☐ Expanded definition of Insured to include Affiliates



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Title Insurance vs. Casualty Insurance



Title insurance policies are policies of **indemnity**: ***What does that mean?***

The title defect complained of must cause the Insured a loss before the Insurer is obligated to pay on a claim.

Unlike **casualty** insurance that cover future events based on premiums paid over a period of time - homeowner, automobile and health insurance policies.



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The Overall View: Policy Layout

O21 & M21 consists of three (3) main parts:

Policy Jacket:

- ✓ Covered Risks
- ✓ Exclusions from coverage
- ✓ Conditions

Schedule A:

- ✓ Insured name
- ✓ Amounts
- ✓ Type of interest insured

Schedule B:

- ✓ Exceptions



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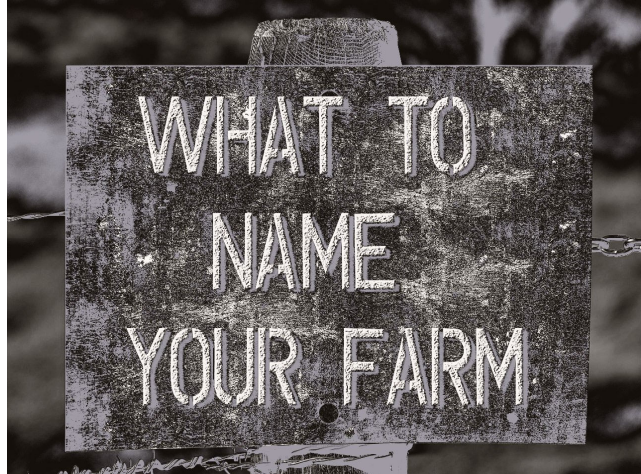
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Covered Risk #1

Title being vested other than as stated in Schedule A.

There is no corresponding exclusion – once recorded would require a corrective deed or other corrective measures



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Covered Risk #2 a - b - c

There are three important parts to Covered Risk #2

A₁

pertains to factual circumstances that cause a defect in title

B₃

relates to the exception for every rule

C₃

survey matters



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Covered Risk #2a – Defects in Title

Any defect in or lien or encumbrance on the Title, includes but is not limited to insurance against loss from:

(a) A defect in the Title caused by

- (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
- (ii) failure of any person or Entity to have authorized a transfer or conveyance;
- (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized (including **remote online notarization***), or delivered;
- (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
- (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
- (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law;
- (vii) a defective judicial or administrative proceeding, or
- (viii) the repudiation of an **electronic signature*** by a person...because the electronic signature...was not valid under applicable electronic transactions law.



*expanded coverage example



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Compare to Mutual Indemnification Treaty

Matters covered by the fifth revised MIA (found in Appendix C of the Title Notes):



- a. Doubt as to whether the spouse of a prior grantor has a homestead interest in the Land, or
- b. Doubt as to whether a recorded judgment, federal tax lien or state tax lien or warrant constitutes an unsatisfied lien against the Land, or
- c. Doubt as to whether a recorded mortgage has been satisfied or released as a lien against the Land, or
- d. Doubt as to whether due process was afforded to certain defendants in court cases involving probate, foreclosure, quiet title or other proceedings, or
- e. Doubt as to whether a trustee or attorney-in-fact or purported representative of a legal entity had the requisite authority to convey or mortgage title to the Land to a bona fide 3rd party purchaser for value, or
- f. Doubt as to whether an individual in the chain of title, who did not convey his or her entire interest in the Land while alive, is deceased, or
- g. Doubt as to whether there is a potential lien outstanding in favor of the state or federal government arising from the death of an individual in the chain of title, or
- h. Possible invalidity of any deed in the chain of title to the Land due to a lack of subscribing witnesses, or
- i. Possible failure of any deed or mortgage in the chain of title to the Land to be accorded the protections and benefits of Section 695.01, Florida Statutes, otherwise known as the recording statute, due to an insufficient or incomplete acknowledgment for one or more of the grantors or makers of the deed or mortgage, however this does not apply to the absence of an acknowledgment, or an acknowledgment taken remotely not expressly authorized by Florida Statutes and Rules; or
- j. Doubt as to the validity of any deed in the chain of title to the Land or the insured mortgage due to a lack of a corporate seal affixed thereon.



Covered Risk similar to language of Treaty



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Covered Risk #2b – Taxes

The exception to every rule!

The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.



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Covered Risk #2b – Taxes



Standard Exception: *General or special taxes and assessments required to be paid in the year _____ and subsequent years.*

REMEMBER from UW presentation - that for at least 10 months out of the year, there will be the lien for real estate taxes. If you fail to include the standard exception for taxes, you have inadvertently provided insurance against an existing lien. Every policy should have an exception for the current years taxes or paid receipt information.



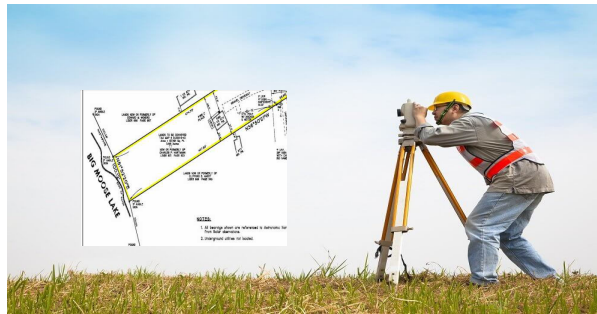
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Covered Risk #2c- Survey

The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an **encroachment** of an improvement **across the boundary lines*** of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land. *expanded coverage example



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Covered Risk #2c - Survey



Reminder - if you don't obtain a survey and you don't retain the standard survey exception, or, if you obtain a survey and don't include a specific survey exception, (schedule B-II of C21 and Schedule B of the O21/M21), you have inadvertently given survey coverage.

See **TN 25.03.07** for the two types of survey exceptions

- a. Standard Survey Exception
- b. Specific Survey Exception



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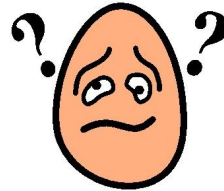
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Covered Risk #3 – Unmarketable Title

Defined as title affected by an alleged or apparent matter that would permit:

- a prospective purchaser or
- lessee of the Title or
- lender on the Title



to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.



What does that mean



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Covered Risk #3 – Unmarketable Title

Remember those contract provisions?

One **condition** of performance under the contract is based on the facts.

In determining whether title is “**Unmarketable**” often comes down to a question of fact for judge/jury.



In the infamous words of Supreme Court Justice Potter Stewart when trying to describe **obscenity**:
“You know it when you see it!”

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Covered Risk #4 - Access

No right of access to and from the Land.

- Legal access does not necessarily require physical access.
- Legal access exists under a platted road or private easement even where no road is built.

TN 3.05.01: The right of access goes to the legal right of access and not to defects in the physical condition of the access. The policy does not insure the **quality** of the access.

TN 3.05.02: the policy does not insure any **particular means** of access.

Title Insurance Rule 69O-186.005(15)(a) specifically prohibits issuance of an access endorsement to title policies issued in Florida because legal access is already a covered risk unless there is a specific exception.



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Covered Risk #5

5. A **violation or enforcement** of a **law, ordinance, permit, or governmental regulation (including those relating to building and zoning)** relating to restricting, regulating, or prohibiting:
- a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of any improvement erected on the Land;
 - c. the subdivision of land; or
 - d. environmental protection



Exclusion 1(a)

1(a) The following matters are excluded from the coverage of this policy...

Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:

- (i) the occupancy, use, or enjoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;



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Covered Risk #5 – Exclusion 1(a)

Back to those contract provisions:

Covered Risk #5 includes a **condition**:

...but only to the extent of the violation or enforcement described by the enforcing governmental authority in an **Enforcement Notice**...

Exclusion 1(a) also provides:

This Exclusion 1(a) does **not modify or limit the coverage** provided under Covered Risk 5.



So how do you determine if the matter is covered or excluded?



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Enforcement Notice - Defined

“Enforcement Notice”: A document recorded in the Public Records that describes any part of the Land and:

- i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation; (**Covered Risk #5**)
- ii. is issued by a holder* of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; (**Covered Risk #6 and #7**) or
- iii. asserts a right to enforce** a PACA-PSA Trust. (**Covered Risk #8**)

**consider entities or unusual divisions of quasi-governmental agencies in the state of Florida which may have the power of eminent domain*



***evidencing a PACA-PSA Trust may include a recorded Lis Pendens or court order, a complaint disclosed in a court case referenced in the Public Records or an adversary proceeding in bankruptcy*



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Covered Risk #5 – Exclusion 1(a)



Apply the conditions for a net result:

The **coverage** for the violation or enforcement of any law, ordinance, permit, or governmental regulation is provided if an **Enforcement Notice** was recorded, and the title insurer failed to list it as an exception.

However, if listed as an exception then the matter would be **excluded**.



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Covered Risk #6

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power...



Exclusion 1(b)

Any governmental forfeiture, police, regulatory, or national security power...



Note: 2021 policy form Covered Risk #6 has been **expanded** to clarify the concept of governmental police power and now includes forfeiture, police, regulatory or national security power



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Covered Risk #6 – Exclusion 1(b)

Contract provisions:

Covered Risk #6 includes a **condition**:

*...but only to the extent of the violation or enforcement described by the enforcing governmental authority in an **Enforcement Notice**...*

Exclusion 1(b) also **provides**:

This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6



So how do you determine if the matter is covered or excluded?



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Covered Risk #6 – Exclusion 1(b)



Same net result:

The **coverage** for enforcement action based on the **governmental forfeiture, police, regulatory, or national security power** is provided if an **Enforcement Notice** was recorded, and the title insurer failed to list it as an exception on the policy.

However, if listed as an exception then the matter would be **excluded**.

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Covered Risks #7

7. The exercise of the power of eminent domain



Exclusion #2

Rights of eminent domain



"Eminent domain?! What happened to huffing and puffing?"



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Covered Risks #7 – Exclusion #2

Contract provisions:

Covered Risk #7 includes a **condition**:

...but only to the extent:

- a. exercise described in an **Enforcement Notice**; or
- b. the taking occurred and is **binding on a purchaser** for value without knowledge

Exclusion #2 also **provides**:

This Exclusion does **not modify or limit the coverage** provided under Covered Risk 7 or 8.



So how do you determine if the matter is covered or excluded?



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Covered Risks #7 – Exclusion #2



Same Net Result:

The **coverage** for enforcement action based on **eminent domain** is provided if an **Enforcement Notice*** was recorded, and the title insurer failed to list it as an exception on the policy.

However, if listed as an exception then the matter would be **excluded**.

*consider entities or unusual divisions of quasi-governmental agencies in the state of Florida which may have the power of eminent domain



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Covered Risks #8

8. An exercise of a PACA-PSA trust



Exclusion #5 (O21) and #7 (M21)



Any claim of a PACA-PSA Trust



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PACA-PSA Trust - Defined



“PACA-PSA Trust”: A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

See **July 2015 Fund Concept** “Poultry, Pigs and Produce: A Real Property Risk?”

These acts provide for the creation of a non-segregated “floating” statutory trust to protect producers of farm products. Liens under these statutory trusts can arise from the cost of livestock, meat, meat food products, livestock products, poultry and poultry products, and perishable agricultural commodities of fresh and frozen fruits and vegetables; all inventories or proceeds derived from perishable agricultural commodities; and receivables or proceeds from the sale of such commodities and products. The liens do not affect farmers or breeders directly but do affect their products when the products enter the “stream of commerce,” by delivery to a meat packer, poultry dealer or commission merchant, or to a dealer and/or broker of perishable agricultural commodities. These parties include wholesalers and retailers of meat products, grocery stores, supermarket and grocery chains, and restaurants which buy agricultural products beyond their immediate needs and sell the surplus.



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Covered Risks #8 – Exclusion #5 & #7

Contract provisions:

Covered Risk #8 includes a condition:

...but only to the extent of the enforcement described in an **Enforcement Notice**

Exclusion #2 also provides:

This Exclusion does **not modify or limit the coverage** provided under Covered Risk 7 or 8.



So how do you determine if the matter is covered or excluded?



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Covered Risks #8 – Exclusion #5 and #7



Same Net Result:

The **coverage** for enforcement action based on **PACA-PSA Trust** is provided if an **Enforcement Notice*** was recorded, and the title insurer failed to list it as an exception on the policy.

However, if listed as an exception then the matter would be **excluded**.

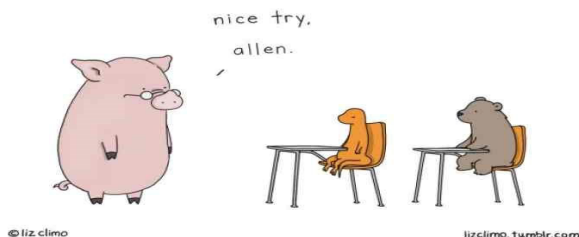
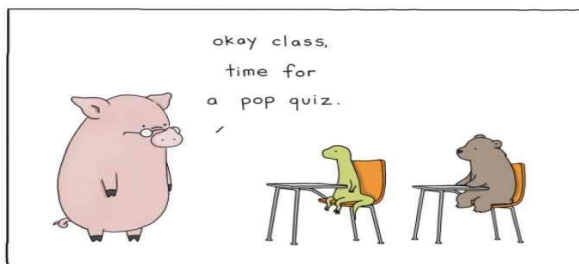
*evidencing a PACA-PSA Trust may include a recorded Lis Pendens or court order, a complaint disclosed in a court case referenced in the Public Records or an adversary proceeding in bankruptcy



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Pop Quiz



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What are the 8 covered risks common to owner and loan policies?



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Creditor's Rights Coverage

Creditor's rights coverage, commonly referred to as “**back chain creditor's rights**” was uniformly excluded in title policies by all underwriters beginning in February and March of 2010 due to several Bankruptcy Court decisions, claims expenses and the concern of state regulators that such coverage was not properly part of title insurance. The creditors' rights endorsement has also been withdrawn.

“Back chain” refers to the provisions of coverage that address both a **prior** conveyance and the **current** transaction.

2021 policy forms expanded coverage for the effect of a court order* providing an alternative remedy to a finding that the insured conveyance is a fraudulent conveyance or a preferential transfer under federal and state bankruptcy and insolvency laws.

So, what's available for creditor's rights?



**coincides with Section 550 of the Bankruptcy Code [11 U.S. Code Sec. 550] which authorizes the bankruptcy trustee to recover the property itself or, if the court approves, recovery for the value of the property*



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Creditor's Rights - Covered Risks and Exclusions

Covered Risks **#9** in the **O21** and **#13** in the **M21** provide **Limited** Creditor's Rights coverage only where:

A prior transaction constituted (a) **fraudulent or preferential transfer** under federal bankruptcy, state insolvency, or similar creditors' rights laws or (b) **voidable** under Uniform Voidable Transfer Act; **or** The current transaction constitutes a **preferential transfer** under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the **failure of its recording** in the Public Records **to be timely*** or fail to **impart notice** of its existence to a purchaser for value or to a judgment or lien creditor.

*recording takes place after the execution/delivery of the instrument to be insured



Exclusion **#4** in **O21** and **#6** in **M21** provide:

Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction:

...(O21) vesting the Title as shown in Schedule A

...(M21) creating the lien of the Insured Mortgage, is

- (a) a fraudulent conveyance or fraudulent transfer, or
- Voidable transfer; or
- (b) a preferential transfer for any reason not stated in Covered Risk... of this policy.

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Creditor's Rights - Covered Risks and Exclusions



Apply those [contract provisions](#) to get the net result:

Coverage [if, and only if](#), a claim arises from:

...a **fraudulent conveyance, fraudulent transfer or preferential transfer** by court order or under federal bankruptcy, state insolvency, or similar creditors' rights laws in a [prior](#) transaction or

...a **voidable transfer** under Uniform Voidable Transfers Act ("UVTA" not adopted in Florida) or

...constituted a **preferential transfer** by court order or under federal bankruptcy, state insolvency, or similar creditors' rights laws made as a contemporaneous* exchange in a [current](#) transaction.

*new language in line with the BR code which provides an exception for preferential transfers that are for new value and not antecedent debt (prepetition obligations of debtor)



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Covered Risk – The GAP

Covered Risks #10 (O21) and #14 (M21):

Any **defect in or lien or encumbrance** on the Title or other matter included in Covered Risks

...1 through 9 (**O21**)...

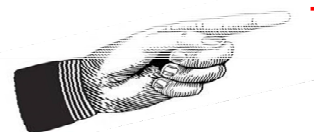
...1 through 13 (**M21**)...

that has been created or attached or has been filed or recorded in the Public Records

subsequent to Date of Policy and prior to the recording

...of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. (**O21**)

...of the Insured Mortgage in the Public Records. (**M21**)



There is no corresponding exclusion and **Florida's GAP statute** still applies



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Covered Risks – What's left



Covered Risks #9, #10, #11 and #12 (M21) all deal with the lack of validity, enforceability or priority of the insured mortgage and:

9. The invalidity or unenforceability of the lien of the Insured Mortgage for the **same defects under Covered Risks #2(a)**: forgery, fraud, authorization, defective creation/execution/witness/seal/notary (including RON), failure to create by electronic means, invalid POA, improperly filed, recorded, or indexed in Public Records, defective judicial/administrative proceeding, repudiation of electronic signature because not valid under applicable electronic transactions law.

10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance on the Title as security for the following **components of the Indebtedness***:

- a. the amount of the principal disbursed as of the Date of Policy;
- b. the interest on the obligation secured by the Insured Mortgage
- c. the reasonable expense of foreclosure;
- d. amounts advanced for insurance premiums by the Insured before the acquisition of the estate or interest in the Title; and
- e. the following amounts advanced by the Insured before the acquisition of the estate or interest in the Title to protect the priority of the lien of the Insured Mortgage:
 - i. real estate taxes and assessments imposed by a governmental taxing authority; and
 - ii. regular, periodic assessments by a property owners' association.

*Clarified coverage for the priority of the lien of the insured mortgage by specifically listing the components of the indebtedness



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Covered Risks – What's left



Covered Risks #9, #10, #11 and #12 (M21) all deal with the lack of validity, enforceability or priority of the insured mortgage and:

11. The **lack of priority** of the lien of the Insured Mortgage upon the Title:

- a. as security for each advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for service, labor, material, or equipment arising from construction of an improvement or work related to the Land when the improvement or work is:
 - i. contracted for or commenced on or before the Date of Policy; or
 - ii. contracted for, commenced, or continued after the Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on the Date of Policy to advance; and
- b. over the lien of any assessments for street improvements under construction or completed at the Date of Policy.

12. The **invalidity or unenforceability of any assignment** of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.



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Exclusions – What's left?



Exclusion #3 in both O21 and M21:

Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant qualified as a bona fide purchaser (O21)...or encumbrancer (M21).



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Exclusions – What's left?

Exclusion #4 and #5 in MF6:

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.



5. Invalidity or unenforceability, in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured mortgage and is based upon usury or any consumer credit protection law.



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Other Conditions



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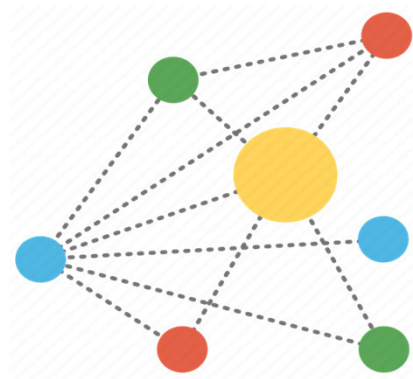
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Condition 1a. – “Affiliate” defined

This condition is an **expansion** of the definition of Insured under the definition sections in 1g. (O21) and 1j. (M21)

“Affiliate” - an Entity*:

- i. that is wholly owned by the Insured;
- ii. that wholly owns the Insured; or
- iii. that Entity and the Insured are both wholly owned by the same person or entity



*many lenders put title to foreclosed properties in a separate but related entity - now an affiliate that acquires title through foreclosure or a deed in lieu of foreclosure is within the definition of insured



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Condition 1(b) – Amount of Insurance



Condition 1(b): (O21 and M21)

The amount shown in Schedule A, as may be

- (i) increased or decreased by **Endorsement** (both O21 and M21),
- (ii) increased by

Condition 8(d) O21 and 8(c) M21 - (title insurer unsuccessful in establishing title resulting in total failure of title),

- the Amount of Insurance shall be increased by 15% where title insurer unsuccessful in establishing title resulting in total failure of title and
- the Insured Claimant shall have the right to have the loss or damage determined either as of the date of discovery of the defect; the date of the settlement, action, proceeding is concluded; or the date the notice of claim was received by the Company; or

- (iii) decreased by

Condition 10 (O21) - All payments under this policy, (except costs, attorneys' fees, and expenses) shall reduce the Amount of Insurance; and

Condition 11 (O21) - The Amount of Insurance shall be reduced by any amount the Company pays under any policy

- insuring a Mortgage (shown as exception in Schedule B) or
- to which the Insured has agreed, assumed, or taken subject, or

decreased by **Condition 10 (M21)** –

(a) All payments under this policy, (except costs, attorneys' fees, and expenses), however, any payments made prior to the acquisition of Title shall not reduce the Amount of Insurance except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage.



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Conditions – continued

Condition 1(c) O21 and 1(d) M21:

“Date of Policy”

The date designated as “Date of Policy” in Schedule A.



Condition 1(f) O21 and 1(g) M21:

“Entity”

A corporation, partnership, trust, limited liability company, or other similar legal entity



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Conditions – The Insured

- 1(g) (O21) - expanded** to include not only (a) the Insured named in Schedule A, but also
- (b) successors to insured in title by operation of law as distinguished from purchase, such as heirs, devisees, survivors (life estate/JTWROS), personal representatives, etc.,
 - (c) successors by dissolution, merger, consolidation, reorganization, etc.
 - (d) Successors by conversion to another kind of entity
 - (e) a grantee of Insured under a deed transferring title (no longer limited to a deed delivered with no payment of consideration - QCD), if the Grantee is
 - (1) an Affiliate
 - (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3) a spouse who receives the Title because of a dissolution of marriage;
 - (4) a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5) another Insured named in Item 1 of Schedule A (co-tenant)*.



*where you have two cotenants insured under Schedule A and cotenant 1 conveys to cotenant 2 – there is no diminution in the coverage.



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Condition – The Insured

- 1(j) (M21) - expanded** to include not only the Insured in Schedule A, but also
- (a) a future owner of the Indebtedness, other than an obligor...but only to the extent the named Insured or the future owner either:
 - (1) owns the Indebtedness for its own account or as a trustee or other fiduciary, or
 - (2) owns the Title after acquiring the Indebtedness;
 - (b) the person or Entity who has "control" of the "transferable record," if evidenced by a "transferable record," as defined by applicable electronic transactions law;
 - (c) successors by dissolution, merger, etc.;
 - (d) successors by conversion to another kind of Entity;
 - (e) a grantee of Insured under a deed transferring title, if the Grantee is an Affiliate
 - (f) an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the Insured Mortgage; or
 - (g) any government agency or instrumentality (example: Freddie Mac, Fannie Mae)



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Conditions – continued



(1h) (O21) and (1k) (M21) “Insured Claimant” - insured claiming loss or damage.

(1l) “Insured Mortgage” (M21) – mortgage described in Schedule A of the Policy.

(1i) (O21) and (1m) (M21) “Knowledge or Known” – actual knowledge, not constructive nor any notice that may be imputed by reason of the Public or other Record.



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Condition – The Land

(1j) (O21) and (1n) (M21) “Land” = real property

Does not include anything

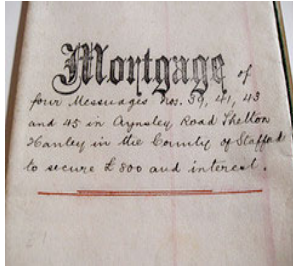
- beyond Schedule A;
- abutting Roads, alleys, waterways,
- but does not modify or limit right of access



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Conditions - continued



(1k) (O21) and (1o) (M21) “Mortgage”

a/k/a other security instrument including by electronic means



(1m) (O21) and (1r) (M21) “Public Records”

Modified under 2021 policy due to litigation and case law misinterpreting what is meant by “Public Records”. Distinguishes Public Records for title insurance to those records established under state statutes to impart constructive notice to BFP for value without knowledge from those records in other government offices, including but not limited to environmental protection/permitting/planning/zoning/licensing/building/health/public safety, etc.)



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Conditions - continued

2. Continuation of Coverage (O21 and M21)

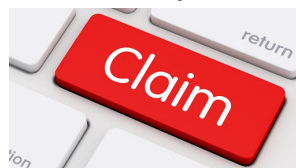
When insured conveys, coverage continues so long as insured retains an interest, holds a purchase money mortgage or has liability under covenants of warranty in any transfer or conveyance.

Does *not* continue in favor of purchaser



3. Notice of Claim To Be Given By Insured Claimant (O21 and M21)

Requires Prompt Notice. Failure to provide prompt written notice causing prejudice to the insurer shall reduce the liability of the insurer under the Policy.



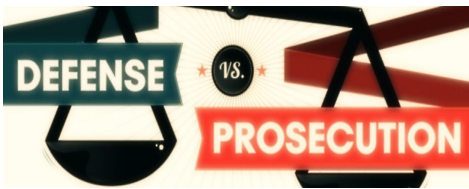
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Conditions - continued

4. Proof of Loss (O21 and M21)

Insurer has right, at its option, to Require signed proof of loss describing the defect, the basis of liability under the policy and (to the extent possible) calculation of the amount of loss.



5. Defense and Prosecution of Actions (O21 and M21)

Underwriter can defend or prosecute claim.

No “self-help” available.



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Conditions - continued

6. Duty of Insured Claimant to Cooperate (O21 and M21)

When requested, all reasonable aid, including all records, failure to provide or cooperate may result in reduced or termination of liability



7. Option of Underwriter to Pay or Settle Claims; Termination of Liability (O21 and M21)

a. Insurer has the right to pay or tender the amount of insurance or to purchase the indebtedness or b. to otherwise settle with insured or parties other than insured. Insurer's liability terminates after exercising any of those options.



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Condition 8 – Both O21 and M21 policies

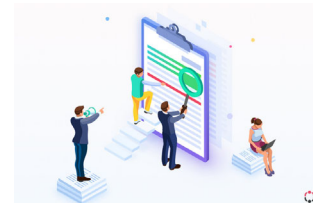
Contract of Indemnity; Determination and Extent of Liability

Condition 8 of the 2021 ALTA policies underscore the **contractual** nature of the policy:

*“This policy is a **contract of indemnity** against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is **not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title**. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy.”*

Provides in part, that if complete failure of title, and Underwriter litigates but is unsuccessful in establishing the title, then:

- (i) the amount of insurance increases by fifteen (15%) percent, plus fees and costs, and
- (ii) insured has option of having loss determined:
 - the date of discovery of the defect, lien, adverse claim or
 - at the date of the policy or
 - date of settlement/the action is concluded or
 - the date the notice of claim was received by the company



NOTE: what constitutes “failure of title” may be subject to judicial determination and interpretation



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Conditions – continued



9. Limitation of Underwriter Liability (O21 and M21)

- Once Company removes alleged defect, cures lack of access or cures claim of Unmarketable Title, by any method including litigation and completion of any appeals, Company has fully performed its obligations.
- If there is litigation, no liability until a final, non-appealable determination adverse to insured's title.
- Not liable for losses to the insured for liability voluntarily assumed without prior written consent from Company – no “self-help”

10. Reduction of Insurance; Termination of Liability

(O21 and M21) All payments made (except attorneys' fees and costs) reduce the amount of insurance.

(M21) Two additional determinations of liability under the loan policy:

- When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Amount of Insurance.
- The voluntary satisfaction or release of the Insured Mortgage terminates all liability of the Company, except as provided in Condition 2 (continuing coverage)



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Conditions – continued

11. Liability Non-Cumulative (O21)

Payments by Company under loan policy will reduce amount of owner's policy.

11. Payment of Loss (M21) and 12. (O21)

Loss payable within 30 days after amount of liability determined

12. Recovery and Subrogation upon Payment or Settlement (M21) and 13. (O21)

Upon payment of claim, underwriter is subrogated and entitled to all rights of insured and rights of recovery.



The Fund

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Conditions – most like a contract

13. (M21) and 14. (OF6) Policy Entire Contract

Includes policy and endorsements which must be in writing.

14. (M21) and 15. (O21) Severability

Any provision invalid or unenforceable does not affect remainder.

15. (M21) and 16. (O21) **Choice of Law; Forum**

Controlling law is location of land and within State or federal court having jurisdiction.

16. (M21) and 17. (O21) Notices

In writing at address given.

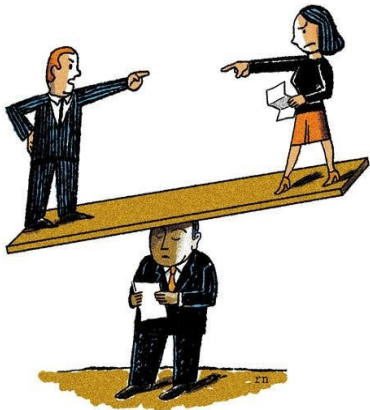


The Fund

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Conditions - Arbitration



17. (M21) and 18. (O21) Arbitration

"All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules")."

Not Mandatory – Florida modification:

Out of State parties may request to delete the arbitration provisions from the policy jacket or alternatively, to provide an arbitration endorsement - Florida's 2021 ALTA policy forms have been approved by OIR and cannot be revised, changed or modified in any way - in addition, an arbitration endorsement is not authorized for use in Florida.

**I'm not
mandatory...**

**I'm
optional...;-)**

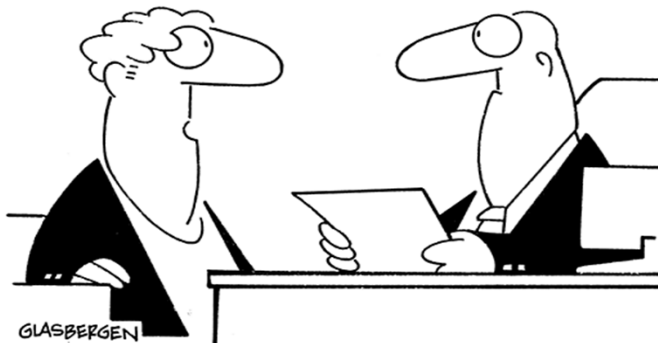
**The
Fund**

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MORTGAGE DEPT.



"Do you still offer those mortgages with hardly any money down, super low rates and no payments unless you threaten me?"

**The
Fund**

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.



**COMMITMENT TO ISSUE
POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment *Conditions*, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, FL 33607
(612) 371-1111



By  President
Attest  Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. ARBITRATION

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“ALTA Rules”). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association (“AAA Rules”). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: <i>Chopra to Black</i>	Revision Number: <i>None</i>	Issuing Office File Number: <i>Chopra to Black</i>	Issuing Agent: <i>5555</i>
Property Address: <i>2059 Tillman Avenue Winter Garden, FL 34787</i>	Loan ID Number: <i>61638695</i>	Issuing Office's ALTA® Registry ID: <i>0112233</i>	Issuing Office: <i>Keebler, Nabisco & Amos, P.A.</i>

SCHEDULE A

1. Commitment Date: May 13, 20XX @ 11:00 PM
2. Policy to be issued:

Proposed Amount of Insurance:

 - a. OWNER'S: 2021 ALTA® Owner's Policy with Florida Modifications

\$550,000.00

Proposed Insured: Edward F. Black and Pamela M. Black

The estate or interest to be insured: Fee Simple
 - b. MORTGAGEE: 2021 ALTA® Loan Policy with Florida Modifications

\$410,000.00

Proposed Insured: Nutter Butter Bank, its successors and/or assigns as their interests may appear

The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Sonia Chopra and Rahul B. Chopra, wife and husband and, as disclosed in the Public Records, has been since April 12, 2007.
5. The Land is described as follows: Lot 86, BRONSON'S LANDINGS, according to the Plat thereof, recorded in Plat Book 66, Page 139, of the Public Records of Orange County, Florida.

Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900, Tampa, Florida, 33607, (612) 371-1111

Wally Amos

AUTHORIZED SIGNATORY
Wally Amos, Attorney at Law

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: Chopra to Black

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - (1) Warranty Deed from Sonia Chopra and Rahul B. Chopra, wife and husband, to Edward F. Black and Pamela M. Black, husband and wife.
 - (2) Mortgage from Edward F. Black and Pamela M. Black, husband and wife, to Nutter Butter Bank in the amount of \$410,000.00.
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Record satisfaction of the mortgage from Sonia Chopra and Rahul Chopra to Bank of America, N.A., dated April 2, 2007, and recorded in O.R. Book 9209, Page 1399, Public Records of Orange County, Florida.
7. Satisfaction of the revolving credit mortgage in favor of Bank of America, N.A., recorded May 21, 2007, in O.R. Book 9266, Page 4797, Public Records of Orange County, Florida. Said mortgage must be closed to future draws prior to closing, the payoff amount must be verified the day of closing, and owner must give an affidavit that owner has no checks or credit or debit cards facilitating draws from the account. Confirm that the Satisfaction of Mortgage is recorded post-closing.
8. Record satisfaction or affidavit of non-identity containing the legal description of the real property to be insured and sufficiently establishing that the affiant is not the same person named in the federal tax lien recorded under the following Official Records: Instrument No. 2019-543912 and Instrument No. 2020-0000741, Public Records of Orange County, Florida.
9. The official records show one or more certified judgments or state tax liens against Rahul Chopra, individually, or a similarly named person. Since it appears title was taken and may have been continuously held as tenants by the entirety, these judgments or tax liens have not been listed. It is necessary for you to evaluate how title was taken and has been held to date. If you determine that such liens may have attached to the property covered herein, this product will be modified, at your request to list and provide copies of these instruments. See T.N. 18.03.05 and 30.06.
10. Execution of closing affidavit by appropriate parties representing possession and no adverse matters, including actions taken by owner or others that would give rise to litigation or lien.
11. Closing funds are to be disbursed by or at the direction of the Title Agent issuing this policy.
12. Homeowner's Association estoppel letter must be furnished showing that all assessments are current and that there are no unpaid special assessments.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I (Continued)

Issuing Office File Number: Chopra to Black

- 13.** That certain Notice of Commencement recorded in Document #20260152273, Public Records of Orange County, Florida, shall be deleted, when the following requirements are met:
- (1) Obtain an owner's affidavit which contains the following:
 - (a). names and addresses of all persons serving notice to owner pursuant to Sec. 713.06(2), F.S., (or if none received, the affidavit should so state),
 - (b). a statement that a personal inspection of the property was made to determine whether persons posted a notice to owner on the property,
 - (c). the names and addresses of all persons having privity of contract with the owner under Sec. 713.05, F.S.,
 - (d). a statement that the improvement described in the notice of commencement has been completed, (identifying the notice by book and page where recorded),
 - (e). a statement that the owner has obtained the affidavit required by Sec. 713.06(3)(d)(1), F.S., from all parties having privity of contract with the owner under Sec 713.05, F.S., and
 - (f). a statement that all persons serving notice to owner, and all persons having privity of contract with the owner under Sec. 713.05, F.S., have been paid in full.
 - (2) A Waiver and Release upon Final Payment under Sec. 713.20(5), F.S., must be obtained from all personal serving notice to owner and from all persons having privity of contract with the owner under Sec. 713.05, F.S.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: Chopra to Black

EXCEPTIONS FROM COVERAGE

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
2.
 - a. General or special taxes and assessments required to be paid in the year 20XX and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. This policy does not insure against loss of damage by reason of the following exceptions:

Any rights, easements, interests or claims which may exist by reason of, or reflected by, the following facts shown on the survey prepared by American Surveying and mapping dated February 23, 2007:
 - a. Five foot drainage and utility easement along the north lot line of subject property.
 - b. Ten foot drainage easement along the east lot line of subject property.
 - c. Five foot drainage and utility easement along the south lot line of subject property.
 - d. Twelve foot utility easement along the west line of subject property which is encroached upon by a drive.
5. All matters contained on the Plat of Bronson's Landings, as recorded in Plat Book 66, Page 139, Public Records of Orange County, Florida.
6. Surveyor's Affidavit recorded in Official Records Book 9361, Page 4281, Public Records of Orange County, Florida.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II (Continued)

Issuing Office File Number: Chopra to Black

7. Development Agreement recorded July 8, 2002, in Official Records Book 6560, Page 9077, Public Records of Orange County, Florida (hereinafter "Development Agreement"). Such Development Agreement may establish and provide without limitation for restrictions regarding land use and development.
8. Use Agreement recorded March 21, 2006, in Official Records Book 8539, Page 4387, Public Records of Orange County, Florida (hereinafter "Use Agreement"). Such Use Agreement may establish and provide without limitation for obligations pertaining to landscaping, irrigation, and maintenance of paved roads and pavement markings.
9. Covenants, conditions, rights, assessments, easements and restrictions recorded September 18, 2006, in Official Records Book 8865, Page 1636, Public Records of Orange County, Florida (hereinafter "Declaration"). Such Declaration may establish and provide without limitation for easements, liens, charges, assessments, or option to purchase, a right of first refusal and/or the prior approval of a future purchaser or occupant.
10. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

AMERICAN LAND TITLE ASSOCIATION

OWNER'S POLICY OF TITLE INSURANCE

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

continued on next page



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, FL 33607
(612) 371-1111

By  President
Attest  Secretary

SERIAL 021 - 8065001

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
- a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1) an Affiliate;

- (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
- (3) a spouse who receives the Title because of a dissolution of marriage;
- (4) a transferee by a transfer effective on the death of an Insured as authorized by law; or
- (5) another Insured named in Item 1 of Schedule A.

ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
 - b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
 - c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.
- Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to

object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

18. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Office File Number
Chopra to Black

Issuing Office's ALTA® Registry ID:
0112233

Issuing Agent
5555

Property Address:
*2059 Tillman Avenue,
Winter Garden, FL 34787*

Issuing Office:
*Keebler, Nabisco & Amos,
P.A.*

SCHEDULE A

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900
Tampa, Florida, 33607

Policy Number: O21-8065001

Amount of Insurance: \$ 550,000.00

Date of Policy: June 26, 20XX @ 12:00 A.M.

1. The Insured is: Edward F. Black and Pamela M. Black
2. The estate or interest in the Land insured by this policy is: Fee Simple as shown by Deed from Sonia Chopra and Rahul B. Chopra, wife and husband, grantor(s), to Edward F. Black and Pamela M. Black, husband and wife, grantee(s) dated 6/26/20XX to be recorded in the Public Records of Orange County, Florida, which conveys the Land.
3. The Title is vested in: Edward F. Black and Pamela M. Black
4. The Land is described as follows: Lot 86, BRONSON'S LANDINGS, according to the Plat thereof, recorded in Plat Book 66, Page 139, of the Public Records of Orange County, Florida.

Old Republic National Title Insurance Company

1408 Westshore Blvd, Suite 900, Tampa, Florida, 33607, (612) 371-1111

<u>Keebler, Nabisco & Amos, P.A.</u> ISSUING AGENT	<u>5555</u> AGENT NO.	<u>Wally Amos</u> AGENT SIGNATURE
<u>123 Milano Way</u> MAILING ADDRESS	<u>Orlando</u> , Florida, CITY	<u>32822</u> ZIP

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: O21-8065001

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. General or special taxes and assessments required to be paid in the year 20XX and subsequent years.
2. All matters contained on the Plat of Bronson's Landings, as recorded in Plat Book 66, Page 139, Public Records of Orange County, Florida.
3. Surveyor's Affidavit recorded in Official Records Book 9361, Page 4281, Public Records of Orange County, Florida.
4. Development Agreement recorded July 8, 2002, in Official Records Book 6560, Page 9077, Public Records of Orange County, Florida (hereinafter "Development Agreement"). Such Development Agreement may establish and provide without limitation for restrictions regarding land use and development.
5. Use Agreement recorded March 21, 2006, in Official Records Book 8539, Page 4387, Public Records of Orange County, Florida (hereinafter "Use Agreement"). Such Use Agreement may establish and provide without limitation for obligations pertaining to landscaping, irrigation, and maintenance of paved roads and pavement markings.
6. Covenants, conditions, rights, assessments, easements and restrictions recorded September 18, 2006, in Official Records Book 8865, Page 1636, Public Records of Orange County, Florida (hereinafter "Declaration"). Such Declaration may establish and provide without limitation for easements, liens, charges, and/or assessments.
7. Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the survey prepared by Patrick M. Kelley, P.L.S., Florida Licensed Surveyor and Mapper of Blackburn Surveying, Inc., dated June 16, 20XX, bearing Job #Teach-86ZIP12:
 - (a) 5' drainage and utility easements along the northerly and southerly boundary lines of the subject property;
 - (b) 10' drainage easement along the easterly boundary line of the property and 12' utility easement along the westerly boundary line of the property;
 - (c) Encroachment of concrete drive upon 12' utility easement;
 - (d) Encroachments of high vinyl fences across property line to the east running to the brick wall on lots 24 and 25 of the Reserve at Waterford Pointe, Phase 1;
 - (e) Encroachment of screened pool and patio area upon 10' drainage easement;
 - (f) Encroachment of a/c pads from lot 85 of Bronson's Landings across the northerly boundary;
 - (g) Encroachment of vinyl fence from lot 85 of Bronson's Landings across the northerly boundary; and
 - (h) Encroachment of fences upon northerly and southerly drainage and utility easements and upon the easterly drainage easement.
8. Mortgage in the sum of \$410,000.00 from Edward F. Black and Pamela M. Black, husband and wife to Nutter Butter Bank dated 06/26/20XX, to be recorded in the Public Records of Orange County, Florida, which encumbers the Land.

AMERICAN LAND TITLE ASSOCIATION

LOAN POLICY OF TITLE INSURANCE

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 16.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

continued on next page



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, FL 33607
(612) 371-1111

By  President
Attest  Secretary

SERIAL M21 - 8050498

- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
- 3. Unmarketable Title.
- 4. No right of access to and from the Land.
- 5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
- 6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
- 7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
- 8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
- 9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. Covered Risk 9 includes, but is not limited to, insurance against loss caused by:
 - a. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - b. the failure of a person or Entity to have authorized a transfer or conveyance;
 - c. the Insured Mortgage not being properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - d. a failure to perform those acts necessary to create an Insured Mortgage by electronic means authorized by law;
 - e. a document having been executed under a falsified, expired, or otherwise invalid power of attorney;
 - f. the Insured Mortgage not having been properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - g. a defective judicial or administrative proceeding; or
 - h. invalidity or unenforceability of the lien of the Insured Mortgage as a result of the repudiation of an electronic signature by a person that executed the Insured Mortgage because the electronic signature on the Insured Mortgage was not valid under applicable electronic transactions law.
- 10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance on the Title as security for the following components of the Indebtedness:
 - a. the amount of the principal disbursed as of the Date of Policy;
 - b. the interest on the obligation secured by the Insured Mortgage;
 - c. the reasonable expense of foreclosure;
 - d. amounts advanced for insurance premiums by the Insured before the acquisition of the estate or interest in the Title; and
 - e. the following amounts advanced by the Insured before the acquisition of the estate or interest in the Title to protect the priority of the lien of the Insured Mortgage:
 - i. real estate taxes and assessments imposed by a governmental taxing authority; and
 - ii. regular, periodic assessments by a property owners' association.
- 11. The lack of priority of the lien of the Insured Mortgage upon the Title:
 - a. as security for each advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for service, labor, material, or equipment arising from construction of an improvement or work related to the Land when the improvement or work is:
 - i. contracted for or commenced on or before the Date of Policy; or

- ii. contracted for, commenced, or continued after the Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on the Date of Policy to advance; and
 - b. over the lien of any assessments for street improvements under construction or completed at the Date of Policy.
- 12.** The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
- 13.** The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title, or the effect of a court order providing an alternative remedy:
- a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the Insured Mortgage in the Public Records after execution and delivery of the Insured Mortgage to the Insured; or
 - ii. of the recording of the Insured Mortgage in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 14.** Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 - 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
- 5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
- 7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
- 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
- 9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.c.; decreased by Condition 10; or increased or decreased by endorsements to this policy.
- c. "Consumer Protection Law": Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan.
- d. "Date of Policy": The Date of Policy stated in Schedule A.
- e. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- f. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- g. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- h. "Government Mortgage Agency or Instrumentality": Any government agency or instrumentality that is the owner of the Indebtedness, an insurer, or a guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness, or any part of it, whether named as an Insured or not.
- i. "Indebtedness": Any obligation secured by the Insured Mortgage, including an obligation evidenced by electronic means authorized by law. If that obligation is the payment of a debt, the Indebtedness is:
 - i. the sum of:
 - (a). principal disbursed as of the Date of Policy;

- (b). principal disbursed subsequent to the Date of Policy;
- (c). the construction loan advances made subsequent to the Date of Policy for the purpose of financing, in whole or in part, the construction of an improvement to the Land or related to the Land that the Insured was and continues to be obligated to advance at the Date of Policy and at the date of the advance;
- (d). interest on the loan;
- (e). prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
- (f). expenses of foreclosure and any other costs of enforcement;
- (g). advances for insurance premiums;
- (h). advances to assure compliance with law or to protect the validity, enforceability, or priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title; including, but not limited to:
 - (1) real estate taxes and assessments imposed by a governmental taxing authority, and
 - (2) regular, periodic assessments by a property owners' association; and
- (i). advances to prevent deterioration of improvements before the Insured's acquisition of the Title, but
- ii. reduced by the sum of all payments and any amounts forgiven by an Insured.
- j. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A or future owner of the Indebtedness other than an Obligor, if the named Insured or future owner of the Indebtedness owns the Indebtedness, the Title, or an estate or interest in the Land as provided in Condition 2, but only to the extent the named Insured or the future owner either:
 - (1) owns the Indebtedness for its own account or as a trustee or other fiduciary, or
 - (2) owns the Title after acquiring the Indebtedness;
 - (b). the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as defined by applicable electronic transactions law;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity;
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is an Affiliate;
 - (f). an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the Insured Mortgage; or
 - (g). any Government Mortgage Agency or Instrumentality.
 - ii. With regard to Conditions 1.j.i.(a). and 1.j.i.(b)., the Company reserves all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
 - iii. With regard to Conditions 1.j.i.(c)., 1.j.i.(d)., 1.j.i.(e)., and 1.j.i.(f)., the Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- k. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- l. "Insured Mortgage": The Mortgage described in Item 4 of Schedule A.
- m. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- n. "Land": The land described in Item 5 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- o. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- p. "Obligor": A person or entity that is or becomes a maker, borrower, or guarantor as to all or part of the Indebtedness or other obligation secured by the Insured Mortgage. A Government Mortgage Agency or Instrumentality is not an Obligor.
- q. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- r. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

- s. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- t. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- u. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, a lender on the Title, or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured:

- a. after the Insured's acquisition of the Title, so long as the Insured retains an estate or interest in the Land; and
- b. after the Insured's conveyance of the Title, so long as the Insured:
 - i. retains an estate or interest in the Land;
 - ii. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
 - iii. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title or the lien of the Insured Mortgage as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness*
 - i. To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
 - ii. To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
 - i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the least of:
 - i. the Amount of Insurance;
 - ii. the Indebtedness;

- iii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; or
 - iv. if a Government Mortgage Agency or Instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.
- b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:
- i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or
 - ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.
- c. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured:
- i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii.
- d. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
- i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land;
 - iii. cures the claim of Unmarketable Title; or
 - iv. establishes the lien of the Insured Mortgage,
- all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title or to the lien of the Insured Mortgage.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. An Insured Claimant must own the Indebtedness or have acquired the Title at the time that a claim under this policy is paid.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

- a. All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 does not reduce the Amount of Insurance afforded under this policy, except to the extent that the payment reduces the Indebtedness.
- b. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Amount of Insurance.
- c. The voluntary satisfaction or release of the Insured Mortgage terminates all liability of the Company, except as provided in Condition 2.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

12. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. *Company's Right to Recover*

- i. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- ii. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

b. *Company's Subrogation Rights against Obligors*

The Company's subrogation right includes the Insured's rights against Obligors including the Insured's rights to repayment under a note, indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights. An Obligor cannot avoid the Company's subrogation right by acquiring the Indebtedness as a result of an indemnity, guaranty, warranty, insurance policy, or bond, or in any other manner. The Obligor is not an Insured under this policy. The Company may not exercise its rights under Condition 12.b. against a Government Mortgage Agency or Instrumentality.

c. *Insured's Rights and Limitations*

- i. The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if the action does not affect the enforceability or priority of the lien of the Insured Mortgage.
- ii. If the Insured exercises a right provided in Condition 12.c.i. but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company is required to pay only that part of the loss insured against by this policy that exceeds the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's subrogation right.

13. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

14. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

15. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title or the lien of the Insured Mortgage and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal

court having jurisdiction.

16. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

17. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 17, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 17.*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.:

Loan ID Number

61638695

Issuing Office File Number

Chopra to Black

Issuing Agent

5555

Property Address:

2059 Tillman Avenue,
Winter Garden, FL 34787

Issuing Office's ALTA® Registry ID:

0112233

Issuing Office:

Keebler, Nabisco & Amos,
P.A.

SCHEDULE A

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900
Tampa, Florida, 33607

Policy Number: M21-8050498

Amount of Insurance: \$ 410,000.00

Date of Policy: June 26, 20XX

1. The Insured is: Nutter Butter Bank, its successors and/or assigns as their interests may appear
2. The estate or interest in the Land encumbered by the Insured Mortgage is: Fee Simple
3. The Title encumbered by the Insured Mortgage is vested in: Edward F. Black and Pamela M. Black
4. The Insured Mortgage and its assignments, if any, are described as follows: Mortgage in the sum of \$410,000.00 from Edward F. Black and Pamela M. Black, husband and wife to Nutter Butter Bank dated 6/26/20XX, to be recorded in the Public Records of Orange County, Florida, which encumbers the Land.
5. The Land is described as follows: Lot 86, BRONSON'S LANDINGS, according to the Plat thereof, recorded in Plat Book 66, Page 139, of the Public Records of Orange County, Florida.
6. This policy incorporates by reference the endorsements designated below, adopted by the American Land Title Association, with Florida modifications as indicated, as of the Date of Policy:

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | ALTA 4.1 Condominium—Current Assessments endorsement (with Florida modifications) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ALTA 5.1-06 Planned Unit Development—Current Assessments endorsement (with Florida modifications) |
| <input type="checkbox"/> | <input type="checkbox"/> | ALTA 6 Variable Rate Mortgage endorsement |
| <input type="checkbox"/> | <input type="checkbox"/> | ALTA 6.2 Variable Rate Mortgage—Negative Amortization endorsement |
| <input type="checkbox"/> | <input type="checkbox"/> | ALTA 7-06 Manufactured Housing Unit endorsement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ALTA 8.1 Environmental Protection Lien endorsement (with Florida modifications) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ALTA 9-06 Restrictions, Encroachments, Minerals (with Florida modifications) |
| <input type="checkbox"/> | <input type="checkbox"/> | ALTA 13.1-06 Leasehold Loan |

Old Republic National Title Insurance Company

1408 Westshore Blvd, Suite 900, Tampa, Florida, 33607, (612) 371-1111

Keebler, Nabisco & Amos, P.A.

ISSUING AGENT

5555

AGENT NO.

Wally Amos

AGENT SIGNATURE

123 Milano Way

MAILING ADDRESS

Orlando

CITY

, Florida, 32822

ZIP

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: M21-8050498

SCHEDULE B
EXCEPTIONS FROM COVERAGE

Schedule B – Part I

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. General or special taxes and assessments required to be paid in the year 20XX and subsequent years.
2. All matters contained on the Plat of Bronson's Landings, as recorded in Plat Book 66, Page 139, Public Records of Orange County, Florida.
3. Surveyor's Affidavit recorded in Official Records Book 9361, Page 4281, Public Records of Orange County, Florida.
4. Development Agreement recorded July 8, 2002, in Official Records Book 6560, Page 9077, Public Records of Orange County, Florida (hereinafter "Development Agreement"). Such Development Agreement may establish and provide without limitation for restrictions regarding land use and development.
5. Use Agreement recorded March 21, 2006, in Official Records Book 8539, Page 4387, Public Records of Orange County, Florida (hereinafter "Use Agreement"). Such Use Agreement may establish and provide without limitation for obligations pertaining to landscaping, irrigation, and maintenance of paved roads and pavement markings.
6. Covenants, conditions, rights, assessments, easements and restrictions recorded September 18, 2006, in Official Records Book 8865, Page 1636, Public Records of Orange County, Florida (hereinafter "Declaration"). Such Declaration may establish and provide without limitation for easements, liens, charges, and/or assessments.
7. Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the survey prepared by Patrick M. Kelley, P.L.S., Florida Licensed Surveyor and Mapper of Blackburn Surveying, Inc., dated June 16, 20XX, bearing Job #Teach-86ZIP12:
 - (a) 5' drainage and utility easements along the northerly and southerly boundary lines of the subject property;
 - (b) 10' drainage easement along the easterly boundary line of the property and 12' utility easement along the westerly boundary line of the property;
 - (c) Encroachment of concrete drive upon 12' utility easement;
 - (d) Encroachments of high vinyl fences across property line to the east running to the brick wall on lots 24 and 25 of the Reserve at Waterford Pointe, Phase 1;
 - (e) Encroachment of screened pool and patio area upon 10' drainage easement;
 - (f) Encroachment of a/c pads from lot 85 of Bronson's Landings across the northerly boundary;
 - (g) Encroachment of vinyl fence from lot 85 of Bronson's Landings across the northerly boundary; and
 - (h) Encroachment of fences upon northerly and southerly drainage and utility easements and upon the easterly drainage easement.

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: M21-8050498

SCHEDULE B
EXCEPTIONS FROM COVERAGE

Schedule B – Part II

Covered Risk 10 insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

1. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement to be recorded in the Public Records or Orange County, Florida.

**CLOSING PROTECTION LETTER
SINGLE TRANSACTION
issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

ORT CPL Reference Number: 20XX-1000023

"Date": May 24, 20XX

"Addressee": Nutter Butter Bank, its successors and/or assigns
Attn: Loan Closing Department
54 Lorna Doone Way
Green Bay, WI 54302

"Issuing Agent" or "Approved Attorney": Keebler, Nabisco & Amos Daniels, P.A.

Issuing Office Address: 123 Milano Way
Orlando, FL 32822

ORT Agent Number: P09009

Fund Member Number: 5555

"Real Estate Transaction":

Seller: Rahul and Sonia Chopra
Buyer: Edward and Pamela Black
Property Address: 2059 Tillman Avenue,
Winter Garden, FL 34787

Loan Number: 61638695

RE: CLOSING PROTECTION LETTER

Dear Nutter Butter Bank,

In consideration of Your acceptance of this letter, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, (the "Company"), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent or Approved Attorney on or after the Date of this letter, subject to the Requirements and Conditions and Exclusions set forth below:

REQUIREMENTS

1. The Company issues or is contractually obligated to issue a Policy for Your protection in connection with the Real Estate Transaction;
2. You are to be a:
 - a. lender secured by the Insured Mortgage on the Title to the Land; or
 - b. purchaser or lessee of the Title to the Land;
3. The aggregate of all Funds You transmit to the Issuing Agent or Approved Attorney for the Real Estate Transaction does not exceed \$ 5,000,000.00; and
4. Your loss is solely caused by:
 - a. a failure of the Issuing Agent or Approved Attorney to comply with Your written closing instructions that relate to:
 - i. a. the disbursement of Funds necessary to establish the status of the Title to the Land; or
 - b. the validity, enforceability, or priority of the lien of the Insured Mortgage; or
 - ii. obtaining any document, specifically required by You, but only to the extent that the failure to obtain the document adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Insured Mortgage on the Title to the Land; or

- b. fraud, theft, dishonesty, or misappropriation by the Issuing Agent or Approved Attorney in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Insured Mortgage on the Title to the Land.

CONDITIONS AND EXCLUSIONS

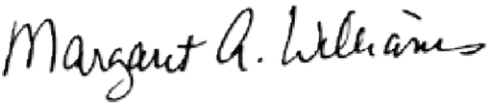
1. Your transmittal of Funds or documents to the Issuing Agent or Approved Attorney for the Real Estate Transaction constitutes Your acceptance of this letter.
2. For purposes of this letter:
 - a. "Commitment" means the Company's written contractual agreement to issue the Policy.
 - b. "Funds" means the money received by the Issuing Agent or Approved Attorney for the Real Estate Transaction.
 - c. "Policy" means the contract or contracts of title insurance, each in a form adopted by the American Land Title Association, issued or to be issued by the Company in connection with the closing of the Real Estate Transaction.
 - d. "You" or "Your" means:
 - i. the Addressee of this letter;
 - ii. the borrower, if the Land is improved solely by a one-to-four family residence; and
 - iii. subject to all rights and defenses relating to a claim under this letter that the Company would have against the Addressee,
 - (a). the assignee of the Insured Mortgage, provided such assignment was for value and the assignee was, at the time of the assignment, without Knowledge of facts that reveal a claim under this letter; and
 - (b). the warehouse lender in connection with the Insured Mortgage.
 - e. "Indebtedness," "Insured Mortgage," "Knowledge" or "Known," "Land," and "Title" have the same meaning given them in the American Land Title Association Loan Policy.
3. The Company is not liable under this letter for any loss arising from any:
 - a. failure of the Issuing Agent or Approved Attorney to comply with Your closing instructions that require title insurance protection in connection with the Real Estate Transaction inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the Issuing Agent or Approved Attorney after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment will not be deemed to require inconsistent title insurance protection;
 - b. loss or impairment of Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency, or suspension, except loss or impairment resulting from failure of the Issuing Agent or Approved Attorney to comply with Your written closing instructions to deposit Your Funds in a bank that You designated by name;
 - c. constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. Condition and Exclusion 3.c. does not modify or limit Your coverage, if any, as to any lien for services, labor, materials, or equipment in the Policy;
 - d. defect, lien, encumbrance, adverse claim, or other matter in connection with the Real Estate Transaction. Condition and Exclusion 3.d. does not modify or limit Your coverage in the Policy;
 - e. fraud, theft, dishonesty, misappropriation, or negligence by You or by Your employee, agent, attorney, or broker;
 - f. fraud, theft, dishonesty, or misappropriation by anyone other than the Company, Issuing Agent, or Approved Attorney;
 - g. settlement or release of any claim by You without the Company's written consent;
 - h. matters created, suffered, assumed, agreed to, or Known by You;
 - i. failure of the Issuing Agent or Approved Attorney to determine the validity, enforceability, or the effectiveness of a document required by Your closing instructions. Condition and Exclusion 3.i. does not modify or limit Your coverage in the Policy;

- j. Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan, including any failure of the Issuing Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - k. federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention, including any failure of the Issuing Agent or Approved Attorney to comply with Your closing instructions relating to those laws;
 - l. periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land;
 - m. Issuing Agent or Approved Attorney acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code; or
 - n. wire fraud, mail fraud, telephone fraud, facsimile fraud, unauthorized access to a computer, network, email, or document production system, business email compromise, identity theft, or diversion of Funds to a person or account not entitled to receive the Funds. Condition and Exclusion 3.n. does not modify or limit:
 - i. Your coverage in the Policy; or
 - ii. indemnification in this letter for Your loss solely caused by fraud, theft, dishonesty, or misappropriation by the Issuing Agent or Approved Attorney in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Insured Mortgage on the Title to the Land.
4. If the closing is to be conducted by an Approved Attorney, a Commitment in connection with the Real Estate Transaction must have been received by You prior to the transmittal of Your final closing instructions to the Approved Attorney.
 5. When the Company indemnifies You pursuant to this letter, it is subrogated to all rights and remedies You have against any person, entity, or property had You not been indemnified. The Company's liability for indemnification is reduced to the extent that You have impaired the value of this subrogation right.
 6. The Company's liability for loss under this letter does not exceed the least of:
 - a. the amount of Your Funds;
 - b. the Company's liability under the Policy at the time written notice of a claim is made under this letter;
 - c. the value of the lien of the Insured Mortgage;
 - d. the value of the Title to the Land insured or to be insured under the Policy at the time written notice of a claim is made under this letter; or
 - e. the amount stated in Requirement 3.
 7. The Company is liable only to the owner of the Indebtedness at the time that payment is made. Condition and Exclusion 7 does not apply to a purchaser, borrower, or lessee.
 8. Payment to You or to the owner of the Indebtedness under either the Policy or from any other source reduces liability under this letter by the same amount. Payment in accordance with the terms of this letter constitutes a payment pursuant to the Conditions of the Policy.
 9. The Issuing Agent is the Company's agent only for the limited purpose of issuing policies. Neither the Issuing Agent nor the Approved Attorney is the Company's agent for the purpose of providing closing or settlement services. The Company's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. The Company is not liable for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction.
 10. The Company is not liable for a loss if the written notice of a claim is not received by the Company within two years from the date of the transmittal of Funds. The condition that the Company must be provided with written notice under Condition and Exclusion 10 will not be excused by lack of prejudice to the Company.
 11. You must promptly send written notice of a claim under this letter to the Company at its office at 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607. If the Company is prejudiced by Your failure to provide prompt notice, the Company's liability to You under this letter is reduced to the extent of the prejudice.

12. When requested by the Company, You, at the Company's expense, must:
- give the Company all reasonable aid in:
 - securing evidence, obtaining witnesses, prosecuting or defending any action or proceeding, or effecting any settlement; and
 - any other lawful act that in the opinion of the Company may be necessary or desirable to enable the Company's investigation and determination of its liability under this letter;
 - deliver to the Company all records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and
 - submit to examination under oath by any authorized representative of the Company with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by the Company.
13. The Company is not liable under this letter if:
- the Real Estate Transaction has not closed within one year from the Date of this letter; or
 - at any time after the Date of this letter, but before the Real Estate Transaction closes, the Company provides written notice of termination of this letter to the Addressee at the address set forth above.
14. The protection of this letter extends only to real estate in Florida, and any court or arbitrator must apply the law of that state to interpret and enforce the terms of this letter. The court or arbitrator must not apply conflicts of law principles to determine the applicable law. Any litigation or other proceeding under this letter must be filed only in a state or federal court within the United States of America or its territories having jurisdiction.
15. You may request that any claim arising under this letter be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. A claim arising under this letter may be submitted to arbitration only when agreed to by both the Company and You at the time the claim is made. If the Real Estate Transaction solely involves a one-to-four family residence and You are the purchaser or borrower, the Company will pay the costs of arbitration.

This letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction and may not be modified by the Issuing Agent or Approved Attorney.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



By: _____, Authorized Signatory
Margaret A. Williams
Assistant Vice President

Fund Reference: 20XX-216119 / Member File Reference: Chopra to Black

(The name of a particular issuing agent or approved attorney may be inserted in lieu of reference to Issuing Agent or Approved Attorney contained in this letter and the words "Underwritten Title Company" may be inserted in lieu of Issuing Agent.)