

**AMERICAN LAND TITLE ASSOCIATION**  
**SHORT FORM RESIDENTIAL LOAN POLICY – CURRENT ASSESSMENTS**  
**ONE-TO-FOUR FAMILY**  
**(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**

0637554465

**Issuing Office File Number**

10-2022

**Issuing Agent**

8999

**Property Address:**

55 Southern Square  
Miami, FL 33145

**Issuing Office's ALTA® Registry ID:**

None

**Issuing Office:**

Richard P. Bruce, Esq.  
10334 Palm Park Way  
Suite 2011  
Orlando, FL 32822

**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: S21-7000003

Amount of Insurance: \$170,000.00

Mortgage Amount: \$170,000.00

Mortgage Date: November 3, 2022

Date of Policy: November 3, 2022

Property Address: 55 Southern Square, Miami, FL 33145

1. Name of Insured: Friendly Bank, Inc.
2. Name of Borrower(s): Tess Buyer and Tom Buyer
3. The estate or interest in the Land identified in this Schedule A and which is encumbered by the Insured Mortgage is fee simple and is, at the Date of Policy, vested in the Borrower(s) identified in the Insured Mortgage and named above.
4. The Land referred to in this policy is described as set forth in the Insured Mortgage.
5. This policy consists of \_\_\_\_\_ page(s), unless an addendum is attached and indicated below:

☐

Addendum attached

*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

\_\_\_\_\_  
Authorized Officer or Agent

By

*C Monroe*

President

Attest

*David Wold*

Secretary

**SERIAL -**

6. This policy incorporates by reference the endorsements selected below, if any, adopted by the American Land Title Association, with Florida modifications as indicated as of the Date of Policy:

- ☐ ALTA 4.1 Condominium—Current Assessments endorsement, if the Land or estate or interest is referred to in the Insured Mortgage as a condominium (with Florida modifications)
- ☐ ALTA 5.1-06 Planned Unit Development—Current Assessments endorsement (with Florida modifications)
- ☐ ALTA 6 Variable Rate Mortgage endorsement, if the Insured Mortgage contains provisions which provide for an adjustable interest rate
- ☐ ALTA 6.2 Variable Rate Mortgage—Negative Amortization endorsement, if the Insured Mortgage contains provisions which provide for both an adjustable interest rate and negative amortization
- ☐ ALTA 7-06 Manufactured Housing Unit endorsement, if a manufactured housing unit is located on the Land at the Date of Policy
- ☐ ALTA 7.1 Manufactured Housing—Conversion—Loan Policy endorsement
- ☒ ALTA 8.1 Environmental Protection Lien endorsement (with Florida modifications) —Paragraph b refers to the following State statute(s):
- ☒ ALTA 9-06 Restrictions, Encroachments, Minerals (with Florida modifications)
- ☐ ALTA 14 Future Advance (with Florida modifications) —Priority endorsement
- ☐ ALTA 14.3 Future Advance (with Florida modifications) —Reverse Mortgage endorsement

SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION, (THE "COMPANY"), HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS, AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION (ALTA) LOAN POLICY (07-01-2021), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B REFER TO SCHEDULES A AND B OF THIS POLICY.

## **SCHEDULE B**

### **EXCEPTIONS FROM COVERAGE**

Policy Number: S21-7000003

**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.**

Except to the extent set forth below, this policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses arising by reason of:

1. Those taxes and assessments that become due or payable subsequent to the Date of Policy. Exception 1 does not modify or limit the coverage provided in Covered Risk 11.b.
2. Covenants, conditions, restrictions, or limitations, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - a. the violation of those covenants, conditions, restrictions, or limitations on or prior to the Date of Policy;
  - b. a forfeiture or reversion of Title from a violation at the Date of Policy of those covenants, conditions, restrictions, or limitations, including those relating to environmental protection; and
  - c. the invalidation, subordination, or other impairment of the lien of the Insured Mortgage because of a violation at the Date of Policy of any provisions in those covenants, conditions, restrictions, or limitations, including those relating to environmental protection.

As used in Exception 2.a., the words "covenants, conditions, restrictions, or limitations" do not refer to or include any covenant, condition, restriction, or limitation (i) relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or (ii) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that an Enforcement Notice as of the Date of Policy identifies a violation or alleged violation affecting the Land and is not referenced in an Addendum attached to this policy.

3. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - a. the encroachment, at the Date of Policy, of the improvements on any easement; and
  - b. any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
4. Any lease, grant, exception, or reservation of minerals or mineral rights or other subsurface substances appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - a. any effect on or impairment of the use of the Land for one-to-four family residential purposes by reason of such lease, grant, exception, or reservation of minerals or mineral rights or other subsurface substances; and
  - b. any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights or other subsurface substances so leased, granted, excepted, or reserved.

Nothing herein insures against loss or damage resulting from contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

NOTICES, WHERE SENT: 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.

**ADDENDUM**  
**SCHEDULE B**  
**(continued)**

Policy Number: S21- 7000003

In addition to the matters set forth in Schedule B of the policy to which this Addendum is attached, this policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of the following: