Auction Tracts 1-3 (T18-31440-DIR



### Chicago Title Insurance Services, LLC

f 80 State Street, Suite 10, Albany, NY 12207 PHONE: 518-436-9711 | FAX 518-436-0891

[] FINAL STATEMENT [x] ESTIMATED STATEMENT

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Title No: CT18-31440-DIR Closing Date:	Closer:		
Applicant: Keyser, Maloney & Winner, LLP	Lender:		
Purchaser: To be advised	Lender Attorney:		
Seller: Coastal Forest Resources Company formerly Coastal Lumber Company	y Seller Attorney:		
Premises: Route 13 Pittsfield, NY	County: Otsego		
Fee Amount: \$0.00			
Mortgage Amount: \$0.00			
COMPANY CHARGES	Buyer/Borrower:	Seller:	Lender:
Photo Copies	\$50.00		
Full Search	\$400.00		
Recording Service Fee (\$25 per document)	\$25.00		
Mortgage Payoff Charge		\$75.00	
Escrow Service Fee	\$50.00		
Closing Rundown - Non Taxable	\$40.00		
Tax Search-Non Taxable	\$50.00		
Total Title Charges:	\$615.00	\$75.00	
RECORDING CHARGES			
Deed - Estimate	\$65.00		
TP-584		\$5.00	
RP-5217	\$250.00		
Total Recording Charges:	\$315.00	\$5.00	
TOTAL CHARGES:	\$930.00	\$80.00	

#### **Notice Regarding Ancillary Services**

Title cost for this transaction may include charges for certain service not specified in the TIRSA rate manual but are provided by FNTG at the request of your lender or attorney. The issuance of the title policy is not dependent upon the performance of such services.

Please be advised that FNTG has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates.

The website can be accessed at www.nyrates.fntg.com

#### **Disclosure Pursuant 11 NYCRR \$ 30.3 of Compensation and Ownership**

Fidelity National Title Insurance Services LLC ("LLC") earns 88% of the premium on the sale of policies as an agent of Fidelity National title Insurance Company ("FNTIC"). Alternative title insurance policy coverage's and/or endorsements may be available. Please contact this Company for a description of alternative coverage's and premium quotes or for any other additional information. The premiums for policies of title insurance are approved by the New York State Department of Financial Services ("NYS DFS"). Insurance Division, under a rate filing made by the Title Insurance Rate Service Association ("TIRSA"). The NYS DFS also approves policy and endorsements forms. These rates are standard for all members of the TIRSA except certain Seller's polices issued by Company which are 15% lower than the TIRSA rates. LLC is a wholly owned subsidiary of Fidelity National Financial Corporation. The Insurance Law prohibits reducing or rebating any portion of the premium paid to the Insurer for the title insurance policy whether by reducing the Agent's commission or compensation or otherwise.

#### <u>Disclosure Pursuant to Section 228.5(d)(1) of Insurance Regulation 208</u>

A title insurer is responsible for payment of title insurance closer. The title insurance closer is prohibited and may not accept any compensation or payment from or on behalf of any applicant for title insurance. If you have any questions about the content of this disclosure you are encouraged to contact a representative of Chicago Title Insurance Services, LLC who will answer any questions. For contact information please refer to your Title Insurance Certificate.

### IMPORTANT NOTE: THIS FINAL STATEMENT MUST BE SIGNED AT CLOSING BY THE APPLICANT PAYING THE CHARGES LISTED ON THIS DOCUMENT OR HIS, HER OR ITS ATTORNEY IN FACT:

Purchaser	Seller
To be advised	Coastal Forest Resources Company formerly Coasta Lumber Company
BY:	BY:
Date://	Date:/

CHECKS PAYABLE TO CHICAGO	O TITLE INSURANCE SERVICE	S, LLC	
From:	Check No.:	Amount:	
Total Checks			\$0.00
LIST ALL OTHER CHECKS From:	Check No.:	Amount:	Ψ0.00
FIOIII.	CHECK NO	Amount.	
Total Other Checks			\$0.00
TOTAL COLLECTED:			\$0.00

## COMMERCIAL AFFIDAVIT OF TITLE/GAP INDEMNITY

STATE OF NEW YORK	Order No.: CT18-31440-DIR
COUNTY OF	
I/We,	, being the
	of Coastal Forest Resources Company formerly
Coastal Lumber Company (the "Owner")	and being duly sworn, depose and say:

- A. No work has been contracted to be made or done or materials supplied for construction, repairs, alteration, or renovation in connection with the property (the "Property") more particularly described in the commitment for insurance described on Exhibit "A" annexed hereto (the "Commitment") within the last one hundred twenty (120) days which has not been paid for, including, without limitation, architect's fees, if any. There are no outstanding or disputed claims for such work or material. The Owner will indemnify Chicago Title Insurance Company (the "Company") harmless from and against any claim or liability in connection with any mechanic's lien which may arise out of such work done or materials supplied.
- B. A complete list of all parties in possession ("Tenants") of any portion of the Property is attached hereto and made part hereof as Exhibit "B" annexed hereto.
- C. No parties have any options or other rights to purchase all or part of the Property.
- D. No work has been done or notice received that work is to be done by the municipality in which the property is situated or at its direction, including, but not limited to, the installation of water or sewer lines, or for improvements such as paving or repairing of streets or alleys, or the installation of curbs or sidewalks.
- E. All real estate taxes due and payable with respect to the Property are paid in full. All water and sewer rents due and payable with respect to the Property are paid in full.
- F. To the best knowledge of the undersigned, there have been no violations of any covenants, conditions or restrictions of record affecting the Property and there are no disputes with any adjoining property owners as to the location of property lines or the encroachment of any improvements.
- G. The Owner has not executed or permitted anyone on behalf of it to execute any conveyance, mortgage, lien, deed of trust, lease, easement or encumbrance of any kind on or upon the Property, nor does the Owner have any knowledge of any of the foregoing, other than the matters set forth in the Commitment. The Owner has peaceably occupied the Property and has no knowledge of any adverse matters or claims affecting the title thereto not otherwise set forth in the Commitment or by reason of which any claim to the property or any portion thereof might be adversely affected.
- H. The Owner shall indemnify and hold the Company harmless from and against any unpaid real estate taxes, corporate income taxes, settled or unsettled taxes, franchise taxes, charges, assessments, water and sewer, unpaid special assessments of items such as improvements for sidewalks, curbs or gutters not shown as existing liens in the public records, or any Bulk Sales Taxes which are a lien on the Property on the date of closing.
- I. The Owner shall indemnify and hold the Company harmless from and against any claim or liability and promptly proceed to remove, bond or otherwise dispose of record any encumbrance, lien or matter objectionable to title which may arise or be filed against the Property during the period between the date of the last update of the Commitment for the Property and the date of recording of the insured documents.
- J. The Owner shall indemnify and hold the Company harmless from and against any and all per diem charges that may be due in connection with the payoff of any mortgages/deeds of trust affecting the Property.

#### COMMERCIAL AFFIDAVIT OF TITLE/GAP INDEMNITY

(continued)

- K. The Owner has not entered into any agreement with any broker for the management, sale, purchase, lease or mortgage or other conveyance of the Property which could result in a lien for which said broker has not been paid. No notice of lien for any such services has been received by the Owner.
- L. There has been no change in the Property since the date of the latest complete ALTA survey with respect thereto provided to the Company.

The undersigned is an officer of Coastal Forest Resources Company formerly Coastal Lumber Company familiar with the facts herein referenced, and is authorized to execute this affidavit on behalf of said entity. This affidavit is given to induce the Company to issue owner's and loan policies of title insurance.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signature

By: \_\_\_\_\_\_

Print Name

Its: \_\_\_\_\_

Print Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Coastal Forest Resources Company formerly Coastal Lumber Company

# **Auction Tracts 1-3 CERTIFICATE FOR TITLE INSURANCE**

Issued By:



Title Number:

CT18-31440-DIR

Chicago Title Insurance Company, a Florida corporation, herein called the Company, certifies to the Applicant that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objection, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objections coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:

Underwriter's Name and Phone No.: Penny L. Epler-Carl, Esg.

518-436-9711

Penny.Epler-Carl@ctt.com

Issued by:
Chicago Title Insurance Company
By:
Usual Dated: April 23, 2018
Certified by:
Penny L. Epler-Carl, Esq.

Chicago Title Insurance Company
By:

Attest:

Secretary

Chicago Title Insurance Company
By:

Attest:

Secretary

Route 13, Pittsfield, NY

Amount of Insurance: \$0.00

This report is not a title insurance policy! Please read it carefully. The report may set forth exclusions under the title insurance policy and may not list all liens, defects, and encumbrances affecting title to the property. You should consider this information carefully.

#### FOR TITLE INQUIRIES, CONTACT:

Penny L. Epler-Carl, Esq.
Chicago Title Insurance Services, LLC
80 State Street, Suite 10
Albany, NY 12207
Phone: 518-436-9711
E-mail: Penny.Epler-Carl@ctt.com

#### **SCHEDULE A**

1. Effective Date: April 23, 2018

2. Policy or Policies to be issued:

ALTA Owner's Policy (06/17/06) w/ Std NY End

Proposed Insured: To be advised

The following endorsements will be provided with the policy:

Standard New York Endorsement

TIRSA Policy Authentication Endorsement - OP

3. The estate or interest in the land described or referred to in this certificate and covered herein is:

Fee Simple

4. Title to said estate or interest in said land at the effective date hereof vested in:

TITLE CAN BE CONVEYED BY: COASTAL FOREST RESOURCES COMPANY FORMERLY COASTAL LUMBER COMPANY

Coastal Lumber Company acquired title by deed from James I. Webb dated September 2, 1994 and recorded in the Otsego County Clerk's Office on September 2, 1994 as Liber 775, Page 113.

- 5. The land referred to in this certificate is described as follows:
  - SEE ATTACHED DESCRIPTION -

#### SCHEDULE A DESCRIPTION

All that tract or parcel of land, situate in the Town of Pittsfield, County of Otsego, and State of New York, bounded and described as follows:

Beginning at a point in the center of County Route 13 located 1038.92 feet southeasterly of the centerline intersection of County Routes 13 and 18; thence along the centerline of County Route 13 the following six bearings and distances:

```
S 56 degrees 42' 01" E,
S 52 degrees 34' 30"E,
S 46 degrees 15' 49" E,
S 43 degrees 29' 43" E,
S 43 degrees 13' 52" E,
S 43 degrees 56' 40" E,
S 43 degrees 56' 40" E,
```

thence along the centerline of Mooretown Road the following eleven bearings and distances:

```
S 72 degrees 02' 27" E,
                                  91.86 feet;
S 76 degrees 20' 26" E,
                                  184.70 feet,
S 81 degrees 58' 00" E.
                                  192.51 feet:
S 88 degrees 56' 06" E.
                                  84.57 feet;
N 78 degrees 00' 14" E.
                                  52.15 feet:
N68 degrees 31' 38" E,
                                 156.37 feet:
N 74 degrees 53' 51" E,
                                 124.43 feet;
N 80 degrees 52' 59" E.
                                 253.07 feet:
N 82 degrees 23' 13" E,
                                 186.25 feet.
S 86 degrees 24' 07" E,
                                 139.00 feet;
S 84 degrees 46' 02" E;
                                 187.14 feet;
```

thence along the westerly line of lands of Jeffrey M. and Mary Jane Conroe as recorded in the Otsego County Clerk's Office in Liber 723 of Deeds, Page 765, the following three bearings and distances:

```
S 08 degrees 57' 50" W, 28.37 feet to ½" iron rod; S 08 degrees 57' 50" W, 954.92 feet to a ½" iron rod; S 08 degrees 57' 50" W, 23.28 feet;
```

thence along the centerline of County Route 13, S 59 degrees 43' 22" E, 121.68 feet; thence along the centerline of an old road along the northerly boundary of lands of Steven D. and Eldora E. Gregory as recorded in Liber 466 of Deeds at Page 360 the following seven bearings and distances:

```
S 86 degrees 45' 14" W, 133.86 feet; N 88 degrees 45' 59" W, 65.42 feet; N 84 degrees 15' 34" W, 105.13 feet; N 81 degrees 23' 10" W, 69.75 feet; N 68 degrees 07' 37" W, 69.66 feet; N 55 degrees 42' 13" W, 64.20 feet; N 43 degrees 34' 56" W, 38.22 feet;
```

thence along the westerly line of lands of said Gregory's, S 06 degrees 26' 33" W. 25.00 feet to a 5/8" steel rod set with a tag (hereinafter called a survey marker) and S 06 degrees 26' 33" W, 826.14 feet to a survey marker; thence along the lands of Francis E. and Margorie T. Crawford as recorded in Liber 622 of Deeds, Page 169, the following three bearings and distances:

```
N 82 degrees 28' 47" W, 1639.56 feet to a 12" beech tree; S 03 degrees 34' 31"W, 55.95 feet to a 12" stump;
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#### SCHEDULE A DESCRIPTION

(Continued)

N 82 degrees 30' 56" W, 466.23 feet to a point;

thence along a new division line and through the lands of the grantor

N 07 degrees 29' 04" E, 615.35 feet to a point; and

N 74 degrees 55' 53" W, 860.80 feet to the east line of the lands of Webb and Sons, Inc., Liber 487 of Deeds, Page 260;

thence along the easterly line of lands of Webb and Sons, Inc.

N 22 degrees 32' 14" E, 1372.24 feet to a 1/2" iron pipe;

thence along the southerly line of lands of John D. and Karen M. Elliott as recorded in Liber 724 of Deeds, Page 180 and lands of Warren C. and Stanley R. Rolen as recorded in Liber 726 of Deeds, Page 1107, S 81 degrees 11' 40" E, 457.00 feet to a survey marker; thence continuing along the lands of said Rolen N 24 degrees 48' 28" E, 273.03 feet to a survey marker and N 24 degrees 48' 28" E, 28.02 feet to the point of beginning.

Containing 119.053 acres of land. All bearings are based on Magnetic North 1985 and all distances are level.

Reference is made to a survey prepared by Rhinevault Surveyors, P.C., dated September 19, 1988 and last revised August 30, 1994, and recorded as Map No. 3537.

#### **SCHEDULE B-I**

#### The following requirements must be complied with prior to the policy being issued:

- 1. All parties will be required to provide photo identification and social security numbers to the Company's representative at closing.
- 2. Mortgages(s) returned, if any, as shown on Mortgages schedule herein.
- 3. Taxes, tax liens, tax sales, sewer and assessments set forth herein. See attached or to follow.
- 4. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
- 5. The nature of the transaction to be insured herein must be disclosed to the Company prior to closing. Title may be subject to additional exceptions as may be appropriate after disclosure of the type of transaction.
- 6. This Company requires that a TITLE RUNDOWN BE ORDERED AT LEAST 24 HOURS PRIOR TO CLOSING. Title will then be recertified accordingly and additional exceptions may be raised.
- 7. For Information: Searches have been run vs. the certified owner(s) herein and proposed purchaser for judgments and federal tax liens. Returns, if any, appear herein.
- 8. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, The Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 9. For Information: A UCC search has been made of the unexpired filings in the New York State Department of State against Coastal Lumber Company and no returns were found.
- **10. REVISED 06/04/2018** A New York State frachise tax search dated May 25, 2018 against Coastal Forest Resources Company shows incorporated as a Virginia Corporation, September filer, owes franchise tax returns and payments for periods ended 09/30/1998 and 09/30/1999. License fee filed. No maintenance fees owed.
- 11. If the present transaction consists in whole or in part of the making of a conveyance or lease by a corporate grantor or lessor, a certified copy of the resolution of the board of directors of the corporation is required. Proof must also be submitted that the consent of the stockholders of the corporation is not required either by its certificate of incorporation or any amendments thereto for the making of said conveyance or lease. The conveyance or lease must contain a recital that the property described therein does not constitute all or substantially all of the assets of the corporation, or that the disposition of such property was made in the usual or regular course of business, or that the shareholders of the corporation have duly authorized such disposition.
- 12. REVISED 5/24/2018 (MJN) With respect to Coastal Forest Resources Company, a foreign corporation incorporated in the State of Virginia, the following must be submitted to the company at or prior to closing:
  - a) Proof that said corporation is in good standing in the state of its incorporation;
  - b) Proof that said corporation is authorized to do business in the State of New York;
  - c) Proof that all New York State license fees and franchise taxes, and where applicable, New York City corporation taxes, have been paid.
- **ADDED 06/04/2018:** Certified coy of the Certificate of Incorporation, and any Amendments thereto, of Coastal Forest Resources Company, must be submitted to the Company and considered in connection with this title, and this Certificate is subject to such further exceptions, if any, as may then be deemed necessary.

#### **SCHEDULE B-I**

(continued)

14. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

**END OF SCHEDULE B - SECTION I** 

#### **SCHEDULE B-II**

The policy will include as exceptions to title the following matters unless they are disposed of to the satisfaction of the Company:

#### Owner's Loan

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.
- 2. Water and Sewer Rents, not included in the regular Town, City, or Village Real Estate Tax Bill, are not searched for unless expressly stated, and are not insured against.
- Rights of tenants or persons possession.
- Any facts that would be disclosed by an accurate survey or inspection of the land.
- 5. Rights, easements and encroachments, if any, for utility poles, wires, lines, guy wires, pipes, drains, and similar installations, together with such rights as may exist to operate, maintain and repair the same.
- 6. OMITTED 5/24/2018 (MJN) Tax search indicates that the premises are benefited by a tax abatement and/or exemption. Policy excepts all loss or damage sustained or incurred by reason of the restoration of real property taxes on the premises and/or the termination, revocation or rescission of said abatement and/or exemption.
- 7. The exact acreage of the premises is not insured.
- 8. No title is insured to any land lying in the bed of any street, road or avenue, abutting adjoining, passing through or crossing the premises herein.
- 9. Notes and depictions of facts shown on maps filed in the Otsego County Clerk's Office as Map No. 3537 and Map No. 2298.
- 10. Waterline Easement set forth in deed recorded in Liber 514 page 598.
- Easement in favor of Chenango and Unadilla Telephone Corporation recorded in Liber 684 page 608.
- Easement in favor of Continental Telephone of New York recorded in Liber 698 page 503.
- 13. The above easements recorded in Liber 684 page 608 and Liber 698 page 503 were assigned to Citizens Telecommunications Company of New York, Inc. by Assignment of Easements recorded in Liber 776 page 144.
- 14. Distribution Line Easement in favor of Otsego Electric Cooperative recorded in Liber 981 page 69.

#### **MORTGAGES**

APPLICANT AND/OR SELLER ATTORNEY MUST PROVIDE A MORTGAGE PAYOFF LETTER TO THE COMPANY A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO CLOSING.

A minimum of five (5) days per diem interest is required to be added to payoff figure for each mortgage from date of closing. When a satisfaction of mortgage is not provided at closing, a minimum fee of Seventy-Five Dollars (\$75.00) per lender may be charged. Additional charges may be required for the cost of recording the satisfaction document(s).

All MORTGAGE PAYOFF CHECKS must be made payable DIRECTLY TO THE LENDER.

Please read the PAYOFF LETTERS carefully - many lenders now require CERTIFIED OR WIRED FUNDS ONLY.

No mortgages found of record during the search period.

This certificate does not purport to show all the terms and provisions of the preceding mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured and the effect of any unrecorded agreements in modification thereof.



### SUPERIOR DATA SERVICES, INC.

www.superior-data.com

188 MONTAGUE STREET 10th FLOOR BROOKLYN, NY 11201 TEL: (718) 625-9949 FAX: (347) 896-5551 1471 ROUTE 9 SUITE 203 CLIFTON PARK, NY 12065 TEL: (518) 785-4892 FAX: (518) 785-5086

COUNTY: OTSEGO TITLE: CTALB CT1831440DIR Page 1 of 2

#### TAX SEARCH

Ass'd To: COASTAL LUMBER CO Search Date: 4/25/2018

Premises: **CO HWY 13** 

Tax Class: 312 SWIS: 365200 School Dis: UNADILLA

Town/City: TOWN OF PITTSFIELD Village:

District: Acct. No.: 188195 District:

Section: 170.00 Acreage: 116.56 Section

Block: 1 Land: \$61,800.00 Block: Land: Lot(s): 84.02 Total: \$68,600.00 Lot(s): Total:

Exemp: NONE Exemp:

2018 Town Tax \$1,119.61 PAID Year: 1/1-12/31

Lien: 1/1 Due: 1/1

2017/2018 School Tax \$1,715.33 PAID Year: 7/1-6/30

Lien: 9/1 Due: 9/1

WATER NOT SEARCH

TAX CLASS 312: RESIDENTIAL LAND INCLUDING SMALL IMPROVEMENT

\*\*\*\*\*\*\*\*\*TAX PAYMENTS\*\*\*\*\*\*\*

TOWN TAX COLLECTOR 366 STATE HIGHWAY 80 NEW BERLIN, NY 13411 607-847-9885 EDMESTON CENTRAL SCHOOL 11 NORTH ST PO BOX 5129 EDMESTON, NY 13335 607-965-8931 MORRIS CSD TAX COLLECTOR PO BOX 40 MORRIS, NY 13808 607-263-6100 UNADILLA VALLEY CENTRAL SCHOOL PO BOX F 4238 STATE HIGHWAY 8 NEW BERLIN, NY 13411 607-847-7500

OTSEGO COUNTY TREASURER PO BOX 265 197 MAIN ST COOPERSTOWN, NY 13326 607-547-4235

#### TAXES SUBJECT TO CONTINUATION PRIOR TO CLOSING

Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore please request the seller or borrower to have the receipted bills available at closing.

The unpaid taxes, water rates, assessments and other matters relating to taxes which are properly filed and indexed liens at the date of this search are set forth below. Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the description to be insured.



### SUPERIOR DATA SERVICES, INC.

www.superior-data.com

188 MONTAGUE STREET 10th FLOOR BROOKLYN, NY 11201 TEL: (718) 625-9949 FAX: (347) 896-5551 1471 ROUTE 9 SUITE 203 CLIFTON PARK, NY 12065 TEL: (518) 785-4892 FAX: (518) 785-5086

COUNTY: OTSEGO TITLE: CTALB CT1831440DIR Page 2 of 2

#### TAXES SUBJECT TO CONTINUATION PRIOR TO CLOSING

Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore please request the seller or borrower to have the receipted bills available at closing.

The unpaid taxes, water rates, assessments and other matters relating to taxes which are properly filed and indexed liens at the date of this search are set forth below. Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the description to be insured.

0000000.00 00000015.00 00000015.00

#### CONDITIONS AND STIPULATIONS

- 1. This Certificate shall be null and void
  - a. if the fees therefore are not paid;
  - b. if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;
  - c. when the policy shall issue or nine months after effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company;
  - d. until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.
- 2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.
- 3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

CLOSING INFORMATION			
Closed by:	Date Closed:	Title No.:	
Closed at the office of:			
Parties Present	Interest in Transaction	Address	
	<del></del>		



#### **WIRE FRAUD ALERT**

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who
  sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use
  phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the
  transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may
  be incorrect or the email may be intercepted by the fraudster.
- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make your
  passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same
  password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

http://www.fbi.gov

Internet Crime Complain Center:

http://www.ic3.gov

Wire Fraud Alert Original Effective Date: 5/11/2017 Current Version Date: 5/11/2017

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

#### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- · demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- · financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

<u>Browsing Information</u>. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

#### **How Personal Information is Collected**

We may collect Personal Information about you from:

- · information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

#### **Other Online Specifics**

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

#### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

#### When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

#### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

#### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

#### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to <a href="mailto:privacy@fnf.com">privacy@fnf.com</a>, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer