


CURRENT OWNER				RECORD OF OWNERSHIP				DEED BOOK		SALE DATE		Q/U		SALE PRICE		VC		
T R PROPERTIES INC PO BOX 3565 MARTINSVILLE VA 24115-356				T R PROPERTIES INC MYERS MARIAN J MYERS PROPERTIES LLC				LR10/00785 LR09/01393 DB 267/434		08-02-2010 12-22-2009 12-30-1998		U U U		29,500 0 0		0 0 0		
ASSESSMENT EFFECTIVE 7/1/2021				LEGAL DESCRIPTION				PREVIOUS ASSESSMENTS EFFECTIVE JULY 1st OF ASSESSMENT YEAR										
Description		Code	Appraised	Assessed	REAR & NE PART LT 33				Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed	
Land		100	300	300					2021	100	0	2020	100	0	2019	100	0	
BLDG DESCRIPTION																		
Total			300	300					Total		300	Total		300	Total		300	
SUPPLEMENTAL DATA				BUILDING SUB-AREA SUMMARY SECTION										COST / MARKET VALUATION				
# Of Parcels 1 Year Built Plat Ref 000097558 Classification 01:Single Family- Land Acres 0.045 Zoning R-N Land SF 1,960 Prop Use 99:Landthatldst Assoc. Parcel District 6L-W:Mulberry Lthtwt				SUB Description		LIVING	GROSS	EFF AREA	Unit C	Undeprec Val	Base Rate Rcn Net Other Adj AYB Effective Year Built Condition Remodel Rating Year Remodeled Eyb Dpr Functional Obsol Economic Obsol Cost Trend Factor Adjustment Percent Percent Good RCNLD % Good Ovr % Good Ovr Comment Misc Imp Ovr Misc Imp Ovr Comment Cost to Cure Ovr Cost to Cure Ovr Comm.							
											0.00 0 0 0 0 1 0							
				Ttl Gross Liv / Lease Area		0	0	0										
CONSTRUCTION DETAIL				OB - OUTBUILDING & YARD ITEMS(L) / EF - BUILDING EXTRA FEATURES(B)														
Element		Cd	Description		Code	Description	La	Size	Rate	%	Dep	Qu	Adj	Apprais Val				
Style 99 Model 00 Grade Stories Foundation Type Exterior Wall 1 Roof Structure Roof Cover Interior Wall 1 Interior Floor 1 Exterior Cond Central Heat Central AC Bedrooms Total Rooms Full Baths Half Baths Chimneys Fireplaces Exterior Wall 2 Interior Wall 2 Sketch Factor Basement Type Living Area Split Foyer Split Level			Vacant															
PROPERTY FACTORS																		
PUB WATE	UG UTILITI	TOPO	SIDEWALK															
Y	N	N	N															
PUB SEWE	CURB & GU	SOIL																
Y	N	N																
SEPTIC	VIEW	LOCATION																
N	N	N																

No Sketch

CURRENT OWNER				RECORD OF OWNERSHIP				DEED BOOK		SALE DATE		Q/U		SALE PRICE		VC		
T R PROPERTIES INC PO BOX 3565 MARTINSVILLE VA 24115-356				T R PROPERTIES INC MYERS MARIAN J MYERS PROPERTIES LLC				LR10/00785 LR09/01393 DB 267/434		08-02-2010 12-22-2009 12-30-1998		U U U		29,500 0 0		0 0 0		
ASSESSMENT EFFECTIVE 7/1/2021				LEGAL DESCRIPTION				PREVIOUS ASSESSMENTS EFFECTIVE JULY 1st OF ASSESSMENT YEAR										
Description	Code	Appraised	Assessed	PART LOTS 34 35				Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed		
Building	100	41200	41,200					2021	100	41500	2020	100	41500	2019	100	41500		
Land	100	7400	7,400	BLDG DESCRIPTION					100			100			100			
Outbldg	100	300	300	1.5 ST BR					100	7400		100	7400		100	7400		
Total		48,900	48,900	Total				48900		Total		48900		Total		48900		
SUPPLEMENTAL DATA				BUILDING SUB-AREA SUMMARY SECTION								COST / MARKET VALUATION						
# Of Parcels	1	Year Built	1938	SUB	Description			LIVING	GROSS	EFF AREA	Unit C	Undeprec Val	Base Rate			70.00		
Plat Ref	000097558	Classification	01:Single Family-	1ST	1st Floor			1,530	1,530	1,530	69.50	106,335	Rcn			109,335		
Land Acres	0.092	Zoning	R-N									Net Other Adj			3,000			
Land SF	4,008	Prop Use	01:Residential									AYB			1938			
Assoc. Parcel		District	6HB2:Mulberry 1.5 Str									Effective Year Built			1980			
			Condition									E						
CONSTRUCTION DETAIL																		
Element	Cd	Description																
Style	01	Residential																
Model	01	Residential																
Grade	C	AVERAGE																
Stories	1.50																	
Foundation Type	04	C/B																
Exterior Wall 1	11	BRICK																
Roof Structure																		
Roof Cover	03	COMPOSITE SHINGLE																
Interior Wall 1	01	PANEL																
Interior Floor 1	03	CARPET/HWD																
Exterior Cond	07	Fair																
Central Heat	00	No																
Central AC	00	No																
Bedrooms	4																	
Total Rooms	7																	
Full Baths	2																	
Half Baths	0																	
Chimneys	1																	
Fireplaces	1																	
Exterior Wall 2																		
Interior Wall 2																		
Sketch Factor	00	Use Story Factor																
Basement Type	10	FULL																
Living Area	1530.00																	
Split Foyer	00	No																
Split Level	00	No																
PROPERTY FACTORS																		
PUB WATE	UG UTILITI	TOPO	SIDEWALK															
Y	N	N	N															
PUB SEWE	CURB & GU	SOIL																
Y	Y	N																
SEPTIC	VIEW	LOCATION																
N	N	N																

# 1ST

## (1,530 sf)



CURRENT OWNER				RECORD OF OWNERSHIP				DEED BOOK		SALE DATE		Q/U		SALE PRICE		VC	
T R PROPERTIES INC PO BOX 3565 MARTINSVILLE VA 24115-356				T R PROPERTIES INC MYERS MARIAN J MYERS PROPERTIES LLC				LR10/00785 LR09/01393 DB 267/434		08-02-2010 12-22-2009 12-30-1998		U U U		29,500 0 0		0 0 0	
ASSESSMENT EFFECTIVE 7/1/2021				LEGAL DESCRIPTION				PREVIOUS ASSESSMENTS EFFECTIVE JULY 1st OF ASSESSMENT YEAR									
Description		Code	Appraised	Assessed	REAR & SW PART LOT 36				Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
Land		100	300	300					2021	100	0	2020	100	0	2019	100	0
BLDG DESCRIPTION										300			300			300	
Total			300	300	Total						300	Total				300	300
SUPPLEMENTAL DATA				BUILDING SUB-AREA SUMMARY SECTION								COST / MARKET VALUATION					
# Of Parcels 1 Year Built Plat Ref 000097558 Classification 01:Single Family- Land Acres 0.045 Zoning R-N Land SF 1,960 Prop Use 99:Landthatldst Assoc. Parcel District 6L-W:Mulberry Lthtw				SUB Description		LIVING	GROSS	EFF AREA	Unit C	Undeprec Val	Base Rate Rcn Net Other Adj AYB Effective Year Built Condition Remodel Rating Year Remodeled Eyb Dpr Functional Obsol Economic Obsol Cost Trend Factor Adjustment Percent Percent Good RCNLD % Good Ovr % Good Ovr Comment Misc Imp Ovr Misc Imp Ovr Comment Cost to Cure Ovr Cost to Cure Ovr Comm.		0.00 0   0     1  0				
CONSTRUCTION DETAIL				Ttl Gross Liv / Lease Area		0	0	0									
OB - OUTBUILDING & YARD ITEMS(L) / EF - BUILDING EXTRA FEATURES(B)				Code Description		La	Size	Rate	%	Dep	Qu	Adj	Apprais Val				
Element Cd Description																	
Style 99 Model 00 Grade Stories Foundation Type Exterior Wall 1 Roof Structure Roof Cover Interior Wall 1 Interior Floor 1 Exterior Cond Central Heat Central AC Bedrooms Total Rooms Full Baths Half Baths Chimneys Fireplaces Exterior Wall 2 Interior Wall 2 Sketch Factor Basement Type Living Area Split Foyer Split Level				Vacant													
PROPERTY FACTORS																	
PUB WATE	UG UTILITI	TOPO	SIDEWALK														
Y	N	N	N														
PUB SEWE	CURB & GU	SOIL															
Y	N	N															
SEPTIC	VIEW	LOCATION															
N	N	N															

No Sketch

### Primary Order Information

**State** Virginia  
**County / Town** Henry  
**Order Type** Residential Buy/Sell  
**Application No.** 10554222  
**Application Date / Time** 06/10/2022  
**Contact User Name** Becky Kelley  
**Company** Professional Title Associates  
**Company Phone** 540-725-1558  
**Sales Rep**  
**Brand** Fidelity National Title Insurance Company  
**Customer Reference No.** Agent's Reference Number: 46-52  
**Additional Reference No.**  
**BackTitle No.**  
**Smartview Order No.** [SmartviewOrderNumber]

### Seller / Owner

T R Properties INC

### Buyer / Borrower

### Sale Price / Loan Information

<b>Sale Price 1:</b>	<b>Loan Amount 2:</b>
<b>Loan Amount 1:</b>	<b>Lender 2:</b>
<b>Lender 1:</b>	<b>Lender 2 Clause:</b> , and/or the Secretary of Housing and Urban Development of Washington, D.C., their successors and/or assigns as their respective interests may appear
<b>Lender 1 Clause:</b>	<b>Loan No. 2:</b>
<b>Loan No. 1:</b>	

### Property(ies)

**Street No:** 1515  
**Street Name:** Church St Ext  
**City:** Martinsville  
**State:** VA  
**Tax ID / Parcel No./Plan:** 000468200; 34 (03 )H /15  
**New Construction:** No  
**New Plat:** No  
**Vacant Land:** No  
**Torrens:** No

**Abstract:** No

**Street No:** 706

**Street Name:** N Memorial Blvd

**City:** Martinsville

**State:** VA

**Tax ID / Parcel No./Plan:** 000584200; 30 (11 )00 /BC

**New Construction:** No

**New Plat:** No

**Vacant Land:** No

**Torrens:** No

**Abstract:** No

**Street No:** 612

**Street Name:** E Church St

**City:** Martinsville

**State:** VA

**Tax ID / Parcel No./Plan:** 000204900; 34 (03 )H /13

**New Construction:** No

**New Plat:** No

**Vacant Land:** No

**Torrens:** No

**Abstract:** No

**Street No:** 320

**Street Name:** W COMMONWEALTH BLVD

**City:** Martinsville

**State:** VA

**Tax ID / Parcel No./Plan:** 000990306; 21 (01 )00 /N11

**New Construction:** No

**New Plat:** No

**Vacant Land:** No

**Torrens:** No

**Abstract:** No

**Street No:** 723

**Street Name:** Jefferson St

**City:** Martinsville

**State:** VA

**Tax ID / Parcel No./Plan:** 000498500; 44 (08 )00 /33A

**New Construction:** No

**New Plat:** No

**Vacant Land:** No

Torrens:	No
Abstract:	No
Street No:	723
Street Name:	Jefferson St
City:	Martinsville
State:	VA
Tax ID / Parcel No./Plan:	000498600; 44 (08 )00 /36A
New Construction:	No
New Plat:	No
Vacant Land:	No
Torrens:	No
Abstract:	No
Street No:	723
Street Name:	Jefferson St
City:	Martinsville
State:	VA
Tax ID / Parcel No./Plan:	000498400; 44 (08 )00 /34A
New Construction:	No
New Plat:	No
Vacant Land:	No
Torrens:	No
Abstract:	No

### Requested Product(s)

Name: Title Search Report - Due Date: 06/22/2022

Comments:

# SUMMARY OF TITLE EXAMINATION

FILE NO. 10554222

ADDRESS: 723 Jefferson Street

CURRENT OWNER: T R Properties, Inc.

TAXES: 2021

Parcel #: 000498400, 000498500, & 000498600

Taxes are ☒ Paid ☐ Delinquent ☐ Due for 6/5/22

Next Due 12/5/22

Land: See attached

Impro: \_\_\_\_\_

Total: \_\_\_\_\_

Exception is made to real estate taxes. Please verify taxes with Treasurer @ (276) 403-5242

TITLE VESTED: 1000785

## LEGAL DESCRIPTION:

Part of lots 33, 34, 35, & 36 of Parkview Land Company Subd  
Martinsville City, Virginia

Maps: PER ( 2 ) Subdivision Plat ( ) or Survey ( ) DESCRIBED AS FOLLOWS:

① 14/131

② 1/200A (Henry Co)

DEED(S) OF TRUST: ( ☒ ) None Found ☒ If none found, please verify prior to closing in case of mis-indexing

1. Ref: \_\_\_\_\_ Dated: \_\_\_\_\_ Rec. \_\_\_\_\_ Amt. \_\_\_\_\_ Lender: \_\_\_\_\_

Trustee: \_\_\_\_\_ Note: \_\_\_\_\_

2. Ref: \_\_\_\_\_ Dated: \_\_\_\_\_ Rec. \_\_\_\_\_ Amt. \_\_\_\_\_ Lender: \_\_\_\_\_

Trustee: \_\_\_\_\_ Note: \_\_\_\_\_

JUDGMENTS: ( ☒ ) \_\_\_\_\_

Buyer: ( ) N/A ( ☒ ) \_\_\_\_\_

FINANCING STATEMENTS: ( ☒ ) \_\_\_\_\_

RESTRICTIONS: ( ☒ ) \_\_\_\_\_

Recorded: \_\_\_\_\_ in \_\_\_\_\_ Amended: \_\_\_\_\_

Violated: \_\_\_\_\_ Setbacks: \_\_\_\_\_

EASEMENTS: ( ☒ ) \_\_\_\_\_

1. Matters of survey(s) above

2. \_\_\_\_\_ 4. \_\_\_\_\_

3. \_\_\_\_\_ 5. \_\_\_\_\_

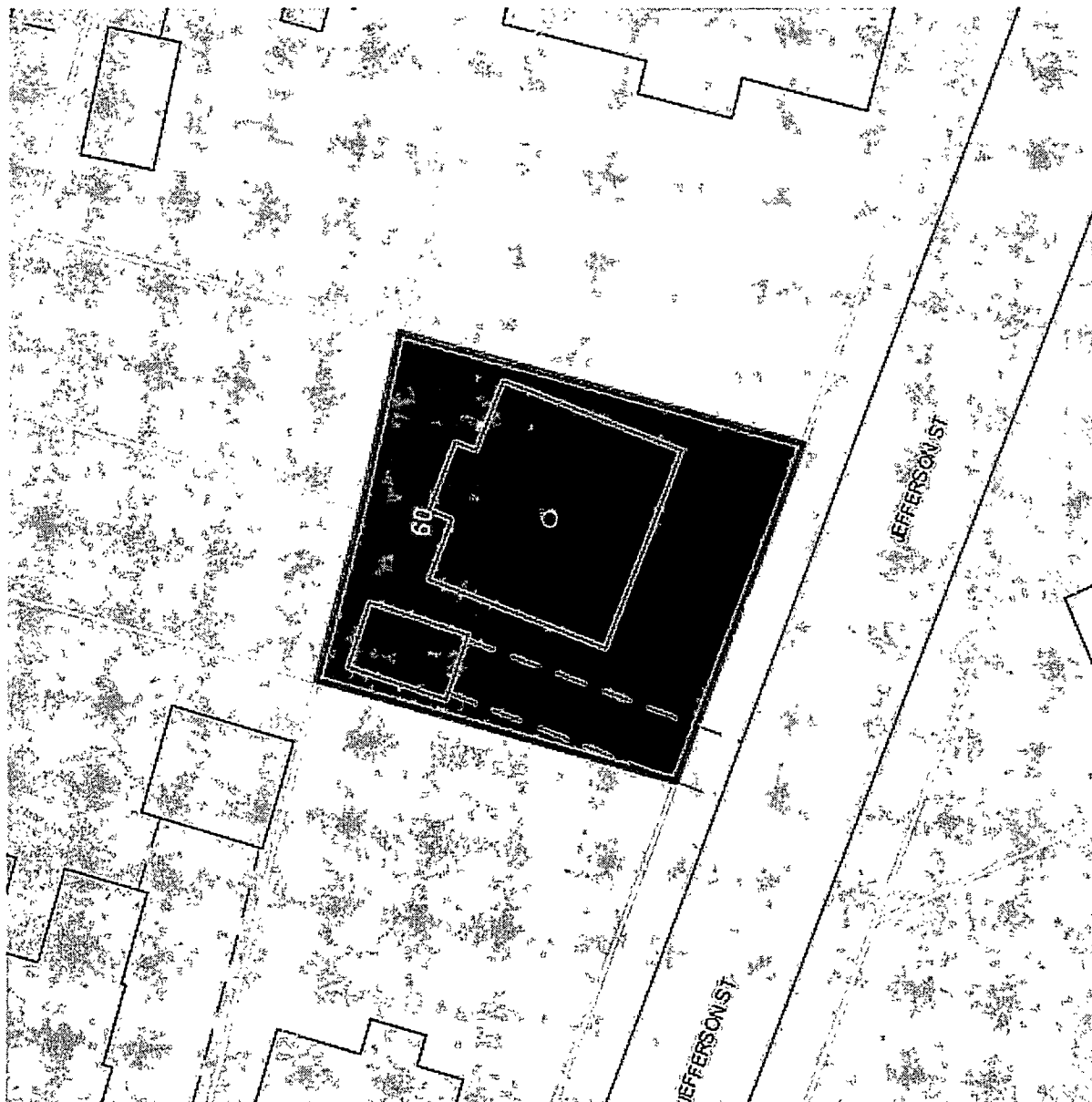
OTHER MATTERS: ( ☒ ) \_\_\_\_\_

☒ Back Title information relied upon from Policy/Case # 8230746-94223379

SEARCH PERIOD: NLT 60yrs TO: 6/24/22 @8:00am EHE 06/20120

This title search is based upon the examination of the recorded documents in the Circuit Court Clerk's Office of the jurisdiction for which it was ordered, for the time period requested. This is not a title insurance policy, commitment for title insurance, or an opinion of title. Upon payment, there can be liability for any negligence, mistakes, or omissions as an abstractor and only for the period searched. This search excludes any defects, liens, encumbrances, adverse claims or other matters, as a result of or caused by computer error, programmer error, or programming limitations, including but not limited to any misspellings or derivations of the surname when searching any courthouse automated. Furthermore, any liability for any matter, possible claim or claim as the result of this search by reason of negligence, mistakes or omissions shall not exceed amounts stated in our Errors and Omissions policy (available upon request). As a result of the COVID-19 pandemic, many states are temporarily extending statutes of limitations deadlines and lien filing periods. Please be aware and advise if any further research is needed than the dates provided.

# Property Report - City of Martinsville



## Current Data:

**Property ID:** 000498400 **Tax Map Number:** 44 (08 )00 /34A

**Owner:** T R PROPERTIES INC

**Address:** PO BOX 3565 **City/State/Zip:** MARTINSVILLE VA

**Deed/Page:** LR10/00785 **Legal Description:** PART LOTS 34 35

**Aquired Date:** NA **Consideration:** \$29500.00

**Year Built:** 1938 **Property Desc:** 1.5 ST BR **Above Grade Sq Ft:** 1530

**Acres:** 9 **Zoning:** R-N

**Land Value:** \$7400.00 **Building Value:** \$41500.00 **Total Value:** \$48900.00

## Previous Data:

**Owner:** MYERS MARIAN J

**Aquired Date:** NA **Deed/Page:** LR09/01393 **Consideration:** \$0.00

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## Real Estate

### All Bills

Parcel ID	000498400
Location	723 JEFFERSON ST

#### Real Estate

Bill	Type	Year	Owner	Paid	
5945	REGULAR/ORIGINAL	1999	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
14817	REGULAR/ORIGINAL	2000	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5996	REGULAR/ORIGINAL	2001	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
14876	REGULAR/ORIGINAL	2002	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5989	REGULAR/ORIGINAL	2003	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5971	REGULAR/ORIGINAL	2004	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5953	REGULAR/ORIGINAL	2005	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5941	REGULAR/ORIGINAL	2006	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5922	REGULAR/ORIGINAL	2007	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5920	REGULAR/ORIGINAL	2008	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
6172	REGULAR/ORIGINAL	2009	MYERS MARIAN J	Paid	<a href="#">View Bill</a>
6157	REGULAR/ORIGINAL	2010	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7962	REGULAR/ORIGINAL	2011	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7957	REGULAR/ORIGINAL	2012	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7926	REGULAR/ORIGINAL	2013	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7931	REGULAR/ORIGINAL	2014	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7914	REGULAR/ORIGINAL	2015	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7901	REGULAR/ORIGINAL	2016	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7891	REGULAR/ORIGINAL	2017	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7891	REGULAR/ORIGINAL	2018	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7868	REGULAR/ORIGINAL	2019	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7722	REGULAR/ORIGINAL	2020	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7724	REGULAR/ORIGINAL	2021	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>



## Real Estate

[View Bill](#)

[View bill image](#)

As of

7/11/2022

Bill Year

2021

Bill

7724

Owner

T R PROPERTIES INC

Parcel ID

000498400

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$254.22	\$254.22	\$0.00	\$0.00	\$0.00
2	6/6/2022	\$254.22	\$254.22	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		\$508.44	\$508.44	\$0.00	\$0.00	\$0.00

# Property Report - City of Martinsville



## Current Data:

**Property ID:** 000498500 **Tax Map Number:** 44 (08 )00 /33A

**Owner:** T R PROPERTIES INC

**Address:** PO BOX 3565 **City/State/Zip:** MARTINSVILLE VA

**Deed/Page:** LR10/00785 **Legal Description:** REAR & NE PART LT 33

**Aquired Date:** NA **Consideration:** \$29500.00

**Year Built:** **Property Desc:** NA **Above Grade Sq Ft:** 0

**Acres:** 4 **Zoning:** R-N

**Land Value:** \$300.00 **Building Value:** \$0.00 **Total Value:** \$300.00

## Previous Data:

**Owner:** MYERS MARIAN J

**Aquired Date:** NA **Deed/Page:** LR09/01393 **Consideration:** \$0.00

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## Real Estate

### All Bills

Parcel ID	000498500
Location	723 LOT JEFFERSON ST

#### Real Estate

Bill	Type	Year	Owner	Paid	
5946	REGULAR/ORIGINAL	1999	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
14818	REGULAR/ORIGINAL	2000	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5997	REGULAR/ORIGINAL	2001	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
14877	REGULAR/ORIGINAL	2002	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5990	REGULAR/ORIGINAL	2003	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5972	REGULAR/ORIGINAL	2004	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5954	REGULAR/ORIGINAL	2005	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5942	REGULAR/ORIGINAL	2006	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5923	REGULAR/ORIGINAL	2007	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5921	REGULAR/ORIGINAL	2008	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
6173	REGULAR/ORIGINAL	2009	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
6158	REGULAR/ORIGINAL	2010	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7963	REGULAR/ORIGINAL	2011	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7958	REGULAR/ORIGINAL	2012	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7927	REGULAR/ORIGINAL	2013	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7932	REGULAR/ORIGINAL	2014	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7915	REGULAR/ORIGINAL	2015	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7902	REGULAR/ORIGINAL	2016	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7892	REGULAR/ORIGINAL	2017	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7892	REGULAR/ORIGINAL	2018	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7869	REGULAR/ORIGINAL	2019	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7723	REGULAR/ORIGINAL	2020	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7725	REGULAR/ORIGINAL	2021	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>



Real Estate

View Bill

View bill image

As of	7/11/2022
Bill Year	2021
Bill	7725
Owner	T R PROPERTIES INC
Parcel ID	000498500

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$1.56	\$1.56	\$0.00	\$0.00	\$0.00
2	6/6/2022	\$1.56	\$1.56	\$0.00	\$0.00	\$0.00
TOTAL		\$3.12	\$3.12	\$0.00	\$0.00	\$0.00

# Property Report - City of Martinsville



## Current Data:

**Property ID:** 000498600 **Tax Map Number:** 44 (08 )00 /36A

**Owner:** T R PROPERTIES INC

**Address:** PO BOX 3565 **City/State/Zip:** MARTINSVILLE VA

**Deed/Page:** LR10/00785 **Legal Description:** REAR & SW PART LOT 36

**Aquired Date:** NA **Consideration:** \$29500.00

**Year Built:** **Property Desc:** NA **Above Grade Sq Ft:** 0

**Acres:** 4 **Zoning:** R-N

**Land Value:** \$300.00 **Building Value:** \$0.00 **Total Value:** \$300.00

## Previous Data:

**Owner:** MYERS MARIAN J

**Aquired Date:** NA **Deed/Page:** LR09/01393 **Consideration:** \$0.00

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Real Estate

View Bill

View bill image

As of	7/11/2022
Bill Year	2021
Bill	7726
Owner	T R PROPERTIES INC
Parcel ID	000498600

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/6/2021	\$1.56	\$1.56	\$0.00	\$0.00	\$0.00
2	6/6/2022	\$1.56	\$1.56	\$0.00	\$0.00	\$0.00
TOTAL		\$3.12	\$3.12	\$0.00	\$0.00	\$0.00



## Real Estate

### All Bills

Parcel ID	000498600
Location	723 LOT JEFFERSON ST

#### Real Estate

Bill	Type	Year	Owner	Paid	
5947	REGULAR/ORIGINAL	1999	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
14819	REGULAR/ORIGINAL	2000	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5998	REGULAR/ORIGINAL	2001	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
14878	REGULAR/ORIGINAL	2002	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5991	REGULAR/ORIGINAL	2003	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5973	REGULAR/ORIGINAL	2004	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5955	REGULAR/ORIGINAL	2005	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5943	REGULAR/ORIGINAL	2006	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5924	REGULAR/ORIGINAL	2007	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
5922	REGULAR/ORIGINAL	2008	MYERS PROPERTIES LLC	Paid	<a href="#">View Bill</a>
6174	REGULAR/ORIGINAL	2009	MYERS MARIAN J	Paid	<a href="#">View Bill</a>
6159	REGULAR/ORIGINAL	2010	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7964	REGULAR/ORIGINAL	2011	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7959	REGULAR/ORIGINAL	2012	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7928	REGULAR/ORIGINAL	2013	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7933	REGULAR/ORIGINAL	2014	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7916	REGULAR/ORIGINAL	2015	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7903	REGULAR/ORIGINAL	2016	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7893	REGULAR/ORIGINAL	2017	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7893	REGULAR/ORIGINAL	2018	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7870	REGULAR/ORIGINAL	2019	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7724	REGULAR/ORIGINAL	2020	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>
7726	REGULAR/ORIGINAL	2021	T R PROPERTIES INC	Paid	<a href="#">View Bill</a>



T R PROPERTIES, INC.,  
a Virginia Corporation

FROM: DEED

MARIAN J. MYERS



This Deed was prepared by James  
H. Ford, Attorney.

PIN NOS.: 44 (08 )00 /34A  
44 (08 )00 /33A  
44 (08 )00 /36A

When recorded return to:  
James H. Ford, Attorney, P. O.  
Box 1352, Martinsville, VA 24114

Assessed Value: \$70,100.00

THIS DEED is made this 20th day of July, 2010, by and  
between Marian J. MYERS, party of the first part and Grantor  
herein, and T R PROPERTIES, INC., a Virginia corporation, party  
of the second part and Grantee herein:

WITNESSETH: That for and in consideration of the sum  
of One Hundred Dollars (\$100.00) cash in hand paid to the Grantor  
by the Grantee and other good and valuable consideration, the  
receipt of all of which is hereby acknowledged, the Grantor does  
hereby bargain, sell, grant and convey, in fee simple with general  
warranty and English covenants of title unto the Grantee, "all  
those certain lots or parcels of land with improvements thereon  
located and appurtenances thereunto appertaining, situated in the  
City of Martinsville, Virginia, on and off the Northwesterly side  
of Jefferson Street, and being known and designated as part of  
Lots 33, 34, 35 and 36 of the Parkview Land Company Subdivision,  
all as is more clearly shown on a Plat of Survey for Eddie H.  
Jones, Jr. and Kay Boaz Jones, prepared by J. A. Gustin &  
Associates, C.E. & L.S., dated December 13, 1978, and of record  
in the Clerk's Office of the Circuit Court of the City of Martins-  
ville in Map Book 14, page 131 [Slide A-265]; and those portions  
of Lots 33, 34, 35 & 36 of the Parkview Land Company Subdivision  
herein conveyed are more Commonly known and designated as 723  
Jefferson Street under the present numbering system utilized by  
the City of Martinsville, Virginia. For further reference as to  
the original Lots 33, 34, 35 and 36, see Map for Parkview Land  
Company of record in the Clerk's Office of the Circuit Court of  
Henry County in Map Book 1, page 200A." This is the same property

conveyed to Marian J. Myers, from Myers Properties, L.L.C., by deed dated December 16, 2009, recorded in the City of Martinsville Circuit Court Clerk's Office as Instrument No. LR0901393, to which maps and deed reference is here made for a more particular description of the property herein conveyed.

This conveyance is made subject to all lawful easements and rights of way properly of record in the aforesaid Clerk's Office.

WITNESS the following signature and seal on this the day and year first above written:

Marian J. Myers (SEAL)  
Marian J. Myers

STATE OF VIRGINIA

CITY OF MARTINSVILLE, TO-WIT:

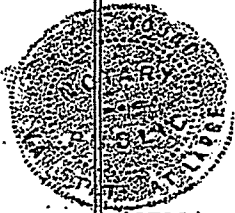
I, Peggy J. Young, a Notary Public in the State and for the City aforesaid, do hereby certify that Marian J. Myers, whose name is signed to the foregoing writing bearing date of the 20<sup>th</sup> day of July, 2010, has acknowledged the same before me within my City and State aforesaid.

Given under my hand this 30<sup>th</sup> day of July, 2010.

My Commission expires: 12-31-13

NRN: 206299

Peggy J. Young  
Notary Public



(SEAL)  
12/py

INSTRUMENT #1000785  
RECORDED IN THE CLERK'S OFFICE OF  
MARTINSVILLE ON  
AUGUST 2, 2010 AT 10:32AM  
\$70.50 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$35.25 LOCAL: \$35.25

ASHBY R. PRITCHETT, CLERK  
RECORDED BY: PAM

# Property Report - City of Martinsville

**Current Data:**

**Property ID:** 000498500   **Tax Map Number:** 44 (08 )00 /33A  
**Owner:** T R PROPERTIES INC  
**Address:** PO BOX 3565   **City/State/Zip:** MARTINSVILLE VA  
**Deed/Page:** LR10/00785   **Legal Description:** REAR & NE PART LT 33  
**Aquired Date:** NA   **Consideration:** \$29500.00  
**Year Built:**   **Property Desc:** NA   **Above Grade Sq Ft:** 0  
**Acres:** 4   **Zoning:** R-N  
**Land Value:** \$300.00   **Building Value:** \$0.00   **Total Value:** \$300.00

**Previous Data:**

**Owner:** MYERS MARIAN J  
**Aquired Date:** NA   **Deed/Page:** LR09/01393   **Consideration:** \$0.00

**DISCLAIMER :** The information contained on this page is NOT to be used as a LEGAL DOCUMENT.  
The map information displayed is believed to be accurate but accuracy is not guaranteed.

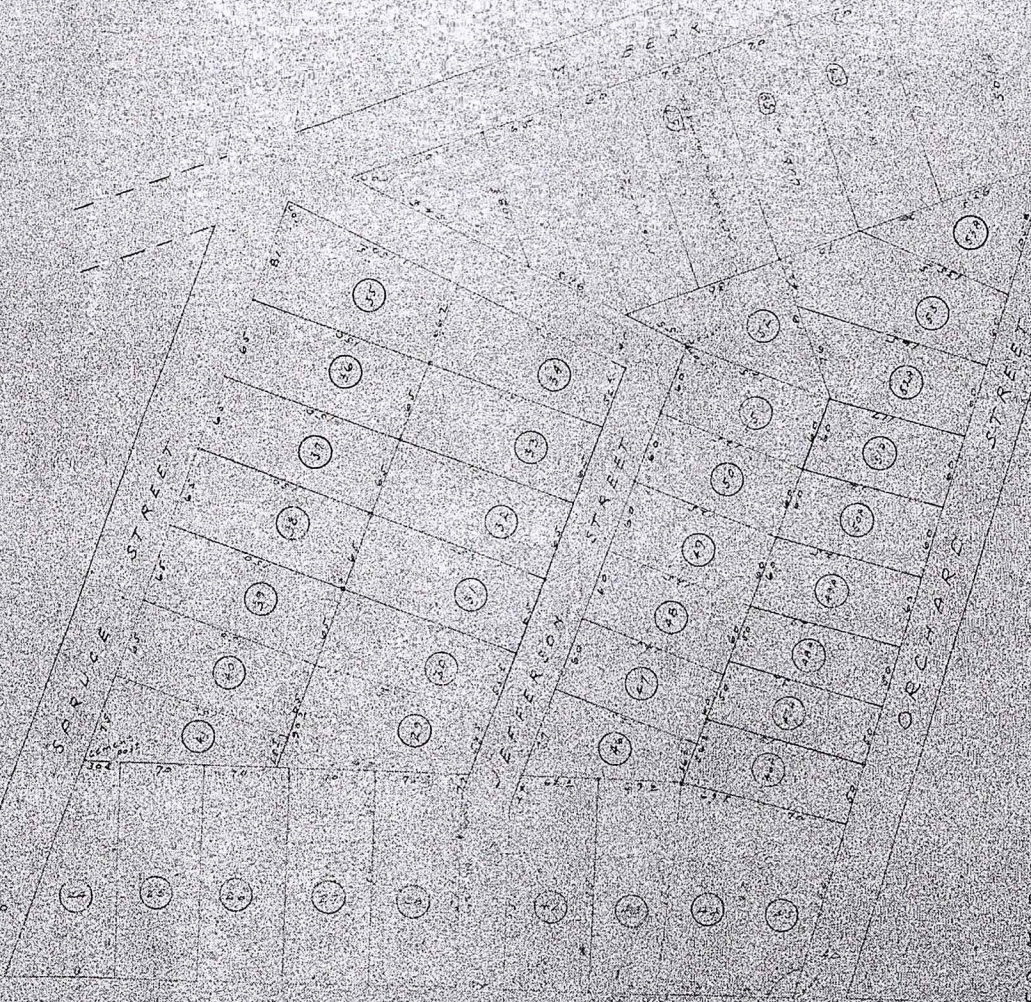




1/200A

200A

1-200



STATED MAP OF PROPERTY

W. R. E. LAND COMPANY

1000 Mulberry Road, Springfield, Ohio  
Map of 1000 Mulberry Road, Springfield, Ohio  
Map of 1000 Mulberry Road, Springfield, Ohio  
Map of 1000 Mulberry Road, Springfield, Ohio



CHAINLINK #

City/County of Martinsville Virginia.

Marian J. Myers

Reference #: 1000785

Type of Instrument: Deed

Dated: 7-20-10

Consideration: \$10.00 et al Other: \$100.00

**Grantors**

T R Properties, Inc.  
a VA Corp.

T in C J/T TbyE w/ROS FS HS ☒ Corp LLC LP  
**Grantees**

Estate Conveyed: ~~Fee~~ Other: \_\_\_\_\_

~~Whole~~ or Undivided Interest: \_\_\_\_\_

Warranties: None Special General ~~w/Eng. Cov.~~

Adequate Granting Clause: ☒ Yes No

Signed a sealed by all Grantors? ☒ Yes No

Acknowledged properly by all grantors: ☒ Yes No

Date of Acknowledgment: 7-30-10

Before whom? ~~NP~~ Other: \_\_\_\_\_

Did certifying official affix a seal? ☒ Yes No

Was Notary's Commission in effect? ☒ Yes No

Recorded: 8-2-10

Restrictions and other matters:

**Description**

NW /s of SR Jefferson St. or  
Ft RW for ingress and egress to SR \_\_\_\_\_

Lot: Part of Lots 33, 34, 35, 36  
Section: \_\_\_\_\_

Block: \_\_\_\_\_

Subdivision: Parkview Land Company

District: \_\_\_\_\_

Map: 14/131 (Slide A-265)  
See Map @ 1/200A

JD  
Now

Adversing Period from 7-20-10 to Current  
DB/PG  
INST#

Source: 0901393

Type Description

See attached advertising

Adversing continued on next page:

☒ Yes ☐ No

LR 0900340 Type: ASGMTLR 4/3/2009 Pages: 7

Description: N/S COMMONWEALTH BOULEVARD PARCEL N11

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST  
COMPANY

Book: Page:

Pin or Map: 21 1 N11

Rd. 10/27/14 @  
1400920

LR 0900444 Type: DBS 4/30/2009 Pages: 2

Description: W/S MAPLE STREET LOT A

File: 1 Change: 0

Name Type: Grantee

Reverse Party: KEEN MUNCY, BETTY J

Book: Page:

Pin or Map: 33 3 9

LR 1000290 Type: DBS 3/30/2010 Pages: 3

Description: W/S LIBERTY STREET LOTS 9 &amp; 10

File: 1 Change: 0

Name Type: Grantee

Reverse Party: USHER, DAHL

Book: Page:

Pin or Map: 5 4 9 10

LR 1000486 Type: DBS 5/24/2010 Pages: 3

Description: 1206 CHATHAM HGTS

File: 1 Change: 0

Name Type: Grantee

Reverse Party: SECRETARY OF HOUSING AND URBAN  
DEVELOPMENT

Book: Page:

Pin or Map: 16 7 1B 1A

LR 1000785 Type: DBS 8/2/2010 Pages: 2

Description: 723 JEFFERSON STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MYERS, MARIAN J

Book: Page:

Pin or Map: 44 8 34A 33A 36A

Deed in

LR 1001246 Type: DBS 12/15/2010 Pages: 2

Description: HIGHWAY PROJECT 0174-120-279 RW201 E/S ROUTE 174

File: 1 Change: 0

Name Type: Grantor

Reverse Party: COMMONWEALTH OF VIRGINIA

Book: Page:

Pin or Map: 5 6 8

LR 1001247 Type: DBS 12/15/2010 Pages: 2

Description: HIGHWAY PROJECT 0174-120-279 RW 201 E/S ROUTE 174

File: 1 Change: 0

Name Type: Grantor

Reverse Party: COMMONWEALTH OF VIRGINIA

Book: Page:

Pin or Map: 5 6 9

LR 1001248 Type: DBS 12/15/2010 Pages: 2

Description: HIGHWAY PROJECT 0174-120-0279 RW201 E/S ROUTE 174

File: 1 Change: 0

Name Type: Grantor

Reverse Party: COMMONWEALTH OF VIRGINIA

Book: Page:

Pin or Map: 5 6 10

LR 1100063 Type: DE 1/20/2011 Pages: 2

Description: PLAN SHEET 4 PARCEL 3 FOR VDOT PLANS 0174-120-279 RW201

File: 1 Change: 0

Name Type: Grantor

Reverse Party: MARTINSVILLE CITY OF

Book: Page:

Pin or Map:

LR 1100064 Type: DE 1/20/2011 Pages: 2

Description: PLAN SHEET 4 PARCEL 2 VDOT PROJECT 174-120-279 RW201

File: 1 Change: 0

Name Type: Grantor

Reverse Party: MARTINSVILLE CITY OF

Book: Page:

Pin or Map:

LR 1100065 Type: DE 1/20/2011 Pages: 2

Description: PLAN SHT 4 PARCEL 4 VDOT PROJECT PLAN 0174-120-279 RW201

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map:

Reverse Party: MARTINSVILLE CITY OF

LR 1100201 Type: AG 2/24/2011 Pages: 2

Description: STATE HIGHWAY ROUTE 174 PROJECT 0174-120-279

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 3 5

Reverse Party: COMMONWEALTH OF VIRGINIA

LR 1100396 Type: DE 4/25/2011 Pages: 5

Description: 824 LIBERTY STREET

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 6 8

Reverse Party: CENTRAL TELEPHONE COMPANY OF VIRGINIA

Project # 0174-120-279 RW-201

LR 1100399 Type: DE 4/25/2011 Pages: 5

Description: 828 LIBERTY STREET

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 6 10

Reverse Party: CENTRAL TELEPHONE COMPANY OF VIRGINIA

Project # 0174-120-279 RW-201

LR 1100400 Type: DE 4/25/2011 Pages: 5

Description: 826 LIBERTY STREET

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 5 6 9

Reverse Party: CENTRAL TELEPHONE COMPANY OF VIRGINIA

Project # 0174-120-279 RW-201

LR 1100422 Type: DOT 4/29/2011 Pages: 8

Description: 1515 CHURCH ST EXT & PP

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 34 3 H 15

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Sat. 5/12/20  
@ 202000416

LR 1100423 Type: ASGMTLR 4/29/2011 Pages: 7

Description: 1515 CHURCH ST EXT

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 34 3 H 15

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Sat. 5/12/20  
@ 202000415

LR 1100923 Type: DBS 9/30/2011 Pages: 4

Description: GRAVELY STREET LOT 20R

File: 1 Change: 0

Book: Page:

Name Type: Grantee

Pin or Map: 32 1 Q 20R

Reverse Party: GUILLIAMS, FLORA S

LR 1100924 Type: DTCL 9/30/2011 Pages: 10

Description: GRAVELY STREET LOT 20R

File: 1 Change: 0

Book: Page:

Name Type: Grantor

Pin or Map: 32 1 Q 20R

Reverse Party: BRANCH BANKING AND TRUST COMPANY

Sat. 1/16/20  
@ 202000055



LR 1100925 Type: DOT 9/30/2011 Pages: 7

Description: GRAVELY STREET LOT 20R

File: 1 Change: 0

Name Type: Grantor

Reverse Party: GUILLIAMS, FLORA S

Book: Page:

Pin or Map: 32 1 Q 20R

Sat 1/6/20 @  
200000010

LR 1101134 Type: DBS 11/30/2011 Pages: 4

Description: W/S FIGSBORO ROAD LOT 1

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HANCE, JOHN P

Book: Page:

Pin or Map: 5 3 1

LR 1200332 Type: DBS 3/28/2012 Pages: 4

Description: E/S PINE STREET LOT 6 AND LOT 15 BLOCK 7 E/S

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HANCE, JOHN P

Book: Page:

Pin or Map: 34 3 B 23

LR 1200509 Type: DBS 5/10/2012 Pages: 3

Description: W/S ELLSWORTH STREET PARCEL TWO

File: 1 Change: 0

Name Type: Grantee

Reverse Party: SHEVOS, ERIC RYAN

Book: Page:

Pin or Map: 33 3 P 19

LR 1200510 Type: DOT 5/10/2012 Pages: 10

Description: W/S ELLSWORTH STREET PARCEL TWO

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST  
COMPANY

Book: Page:

Pin or Map: 33 3 P 19

Sat. 3/8/17 @  
170000206

LR 1200511 Type: ASGMTLR 5/10/2012 Pages: 7

Description: W/S ELLSWORTH STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BRANCH BANKING AND TRUST  
COMPANY

Book: Page:

Pin or Map: 33 3 P 19

Sat 3/8/17 @  
170000205

LR 1201161 Type: DBS 11/20/2012 Pages: 3

Description: W/S FAYETTE STREET LOTS 38 & 39

File: 1 Change: 0

Name Type: Grantee

Reverse Party: KELLAM, KATIE S

Book: Page:

Pin or Map: 30 11 38 39

LR 1201289 Type: DBS 12/27/2012 Pages: 3

Description: BROAD STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MARTIN, DEBORAH KAY MERRICKS

Book: Page:

Pin or Map: 32 1 L 3

LR 1201290 Type: DOT 12/27/2012 Pages: 6

Description: BROAD STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: MERRICKS, OBADIAH R; JR

Book: Page:

Pin or Map: 32 1 L 3

Sat. 2/5/13 @  
1300 122

LR 1300098 Type: DTCL 1/31/2013 Pages: 16

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: FIRST CITIZENS BANK & TRUST  
COMPANY

Book: Page:

Pin or Map: 33 3 4R

Sat. 4/18/16  
@ 1600344

LR 1300099 Type: ASGMTLR 1/31/2013 Pages: 10

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: FIRST CITIZENS BANK & TRUST  
COMPANY

Book: Page:

Pin or Map: 32 1 L 3

Rel. 4/18/16 @

1600345

LR 1300122 Type: CS 2/5/2013 Pages: 2

Description: LR1201290

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~MERRICKS, OBADIAH R; JR~~

Book: Page:

Pin or Map: 32 1 L 3

LR 1300122 Type: CS 2/5/2013 Pages: 2

Description: LR1201290

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 32 1 L 3

LR 1400556 Type: RFD T 6/26/2014 Pages: 19

Description: 706 MEMORIAL BLVD N &amp; PP LR0700838

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST  
COMPANY

Book: Page:

Pin or Map: 30 11 60 B 60E 60F

Sat. 5/12/20

@ 2020 00417

LR 1400557 Type: ASGMTLR 6/26/2014 Pages: 13

Description: 706 MEMORIAL BLVD N

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST  
COMPANY

Book: Page:

Pin or Map: 30 11 60B 60E 60F

LR 1400679 Type: CS 8/8/2014 Pages: 1

Description: LR0700838

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~CARTER BANK AND TRUST~~

Book: Page:

Pin or Map: 30 11 60B 60E 60F 60

LR 1400679 Type: CS 8/8/2014 Pages: 1

Description: LR0700838

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 30 11 60B 60E 60F 60

LR 1400804 Type: RFD T 9/17/2014 Pages: 13

Description: 320 WEST COMMONWEALTH BLVD &amp; PP LR0900339

File: 1 Change: 0

Name Type: Grantor

Reverse Party: RIVER COMMUNITY BANK NA

Book: Page:

Pin or Map: 21 1 N11

Sat. 3/2/20 @

202000210

LR 1400856 Type: ASGMTLR 10/7/2014 Pages: 9

Description: 320 WEST COMMONWEALTH BLVD

File: 1 Change: 0

Name Type: Grantor

Reverse Party: RIVER COMMUNITY BANK NA

Book: Page:

Pin or Map: 21 1 N11

LR 1400919 Type: CS 10/27/2014 Pages: 1

Description: LR0900339

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 21 1 N 11

LR 1400919 Type: CS 10/27/2014 Pages: 1

Description: LR0900339

File: 1 Change:

Name Type: Grantee

Reverse Party: BB&amp;T

Book: Page:

Pin or Map: 21 1 N 11

LR 1400920 Type: CR 10/27/2014 Pages: 1

Description: LR0900340

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BRANCH BANKING AND TRUST COMPANY

Book: Page:

Pin or Map: 21 1 N 11

LR 1400920 Type: CR 10/27/2014 Pages: 1

Description: LR0900340

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 21 1 N 11

LR 1500681 Type: DOT 8/3/2015 Pages: 18

Description: 723 JEFFERSON STREET &amp; PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: VALLESTAR CREDIT UNION

Book: Page:

Pin or Map: 44 8 34A

Sat: 1/13/20 @  
202000036

LR 1500682 Type: ASGMTLR 8/3/2015 Pages: 11

Description: 723 JEFFERSON STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: VALLESTAR CREDIT UNION

Book: Page:

Pin or Map: 44 8 34A

Rel 1/13/20 @  
202000037

LR 1500843 Type: DTCL 9/14/2015 Pages: 17

Description: 911 LIBERTY STREET &amp; PP

File: 1 Change: 0

Name Type: Grantor

Reverse Party: VALLESTAR CREDIT UNION

Book: Page:

Pin or Map: 5 3 3

lot 3, S/N 108  
acq 230/644

LR 1600344 Type: CS 4/18/2016 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BALABANIS, THEOFILOS G

Book: Page:

Pin or Map: 33 3 4R

LR 1600344 Type: CS 4/18/2016 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BALABANIS, THEOFILOS G

Book: Page:

Pin or Map: 33 3 4R

for 1300098

LR 1600345 Type: OTHER 4/18/2016 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BALABANIS, THEOFILOS G

Book: Page:

Pin or Map: 32 1 L 3

for 1300099

LR 1600345 Type: OTHER 4/18/2016 Pages: 1

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BALABANIS, THEOFILOS G

Book: Page:

Pin or Map: 32 1 L 3

LR 1600493 Type: DBS 6/6/2016 Pages: 3

Description: 111 MAPLE STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: HUNT, DEXTER LEWIS; SR

Book: Page:

Pin or Map: 33 3 P 6

LR 1600494 Type: DOT 6/6/2016 Pages: 6

Description: 111 MAPLE STREET

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HUNT, DEXTER LEWIS; SR

Book: Page:

Pin or Map: 33 3 P 6

Foreclosure  
occurred

LR 1600964 Type: DBS 10/13/2016 Pages: 3

Description: E/S PRINCETON STREET LOT 15 BLOCK 7

File: 1 Change: 0

Name Type: Grantor

Reverse Party: WOODSON, YEWBEE

Book: Page:

Pin or Map: 43 7 15

LR 160001153 Type: DBS 12/15/2016 Pages: 3

Description: W/S BANKS ROAD NORTH 1/2 LOT 16A AND 17A

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CARTER, CATHY PEGRAM

Book: Page:

Pin or Map: 16 7 16A 17A

LR 160001154 Type: DBS 12/15/2016 Pages: 3

Description: W/S BANKS ROAD SOUTHERN 1/2 LOT 16A & 17A

File: 1 Change: 0

Name Type: Grantee

Reverse Party: CARTER, CATHY PEGRAM

Book: Page:

Pin or Map: 16 7 16B 17B

LR 170000205 Type: OTHER 3/8/2017 Pages: 1

Description: TERMINATION OF SECURITY INSTRUMENT

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~BRANCH BANKING AND TRUST~~  
COMPANY

Book: Page:

Pin or Map: 33 3 P 19

LR 170000205 Type: OTHER 3/8/2017 Pages: 1

Description: TERMINATION OF SECURITY INSTRUMENTFile: 1 Change: 0 *for 1200511*

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 33 3 P 19

LR 170000206 Type: CS 3/8/2017 Pages: 1

Description: LR1200510

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 33 3 P 19

LR 170000206 Type: CS 3/8/2017 Pages: 1

Description: LR1200510

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~BB&T~~

Book: Page:

Pin or Map: 33 3 P 19

JD 170000202 Type: JD 3/14/2017 Pages: 1

Description:

File: 1 Change: 0

Name Type: Plaintiff

Reverse Party: LEDEZMA, ROSA

Book: Page:

Pin or Map:

**JD** 170000203 Type: JD 3/14/2017 Pages: 1

Description:

File: 1 Change: 0

Name Type: Plaintiff

Reverse Party: LEDEZMA, ROSE

Book: Page:

Pin or Map:

**LR** 170001091 Type: ST 12/5/2017 Pages: 3

Description: LR1600494

File: 1 Change: 0

Name Type: Grantor

Reverse Party: JACOB, JANINE M; TRUSTEE

Book: Page:

Pin or Map: 33 3 P 6

**JD** 170000874 Type: JD 12/6/2017 Pages: 1

Description:

File: 1 Change: 0

Name Type: Plaintiff

Reverse Party: MUNCHEEZE GRILL

Book: Page:

Pin or Map:

**JD** 170000875 Type: JD 12/6/2017 Pages: 1

Description:

File: 1 Change: 0

Name Type: Plaintiff

Reverse Party: MUNCHEEZE GRILL

Book: Page:

Pin or Map:

**LR** 180000352 Type: DTF 4/19/2018 Pages: 4

Description: 111 MAPLE STREET LR1600494

File: 1 Change: 0

Name Type: Grantee

Reverse Party: HUNT, DEXTER LEWIS; SR BY TRUSTEE

Book: Page:

Pin or Map: 33 3 P 6

**LR** 190001214 Type: RFDT 12/30/2019 Pages: 19

Description: 32 BRIDGE ST-LR1100924 & LR1100925 1515 E

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

- ① 1515 E Church St - Lot 2 272/325  
② 32 Bridge St. - Lot 20R 1100923  
③ 320 Commonwealth Blvd - Parcel N11 0900338  
④ 25 Ridgeway Terrace Dr - Lot 3 100002713  
⑤ 50 Fox Tree Dr. - Tract A 752/396  
⑥ 3245 U.S. Hwy 29 - 0.714 ac 110002260

**LR** 190001215 Type: ASGMTLR 12/30/2019 Pages: 13

Description: 32 BRIDGE STREET, 320 COMMONWEALTH BLVD

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:

Pin or Map: 000468200

**LR** 200000010 Type: CS 1/6/2020 Pages: 1

Description: LR1100925

File: 1 Change: 0

Name Type: Grantee

Reverse Party: GUILLIAMS, JOHNNY L

Book: Page:

Pin or Map: 000210200

**LR** 200000010 Type: CS 1/6/2020 Pages: 1

Description: LR1100925

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000210200

**LR** 202000036 Type: CS 1/13/2020 Pages: 1

Description: LR1500681

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MARTINSVILLE DUPONT CREDIT UNION

Book: Page:

Pin or Map: 000498400

LR 202000036 Type: CS 1/13/2020 Pages: 1

Description: LR1500681

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000498400

LR 202000037 Type: CS 1/13/2020 Pages: 1

Description: LR1500682

File: 1 Change: 0

Name Type: Grantee

Reverse Party: MARTINSVILLE DUPONT CREDIT UNION

Book: Page:

Pin or Map: 000498400

LR 202000037 Type: CS 1/13/2020 Pages: 1

Description: LR1500682

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000498400

LR 202000055 Type: CS 1/16/2020 Pages: 1

Description: LR1100924

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~BRANCH BANKING AND TRUST~~  
COMPANY

Book: Page:

Pin or Map: 000204800

LR 202000055 Type: CS 1/16/2020 Pages: 1

Description: LR1100924

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000204800

LR 202000210 Type: CS 3/2/2020 Pages: 1

Description: LR1400804

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000990306

LR 202000210 Type: CS 3/2/2020 Pages: 1

Description: LR1400804

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~BLUE RIDGE BANK NA~~

Book: Page:

Pin or Map: 000990306

LR 202000415 Type: CS 5/12/2020 Pages: 1

Description: LR1100423

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~AMERICAN NATIONAL BANK & TRUST~~

Book: Page:

Pin or Map: 000468200

LR 202000415 Type: CS 5/12/2020 Pages: 1

Description: LR1100423

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 000468200

LR 202000416 Type: CS 5/12/2020 Pages: 1

Description: LR1100422

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 000468200

LR 202000416 Type: CS 5/12/2020 Pages: 1

Description: LR1100422

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~AMERICAN NATIONAL BANK & TRUST~~

Book: Page:

Pin or Map: 000468200

LR 202000417 Type: CS 5/12/2020 Pages: 1

Description: LR1400556

File: 1 Change: 0

Name Type: Grantee

Reverse Party: ~~AMERICAN NATIONAL BANK & TRUST~~

Book: Page:

Pin or Map: 000584200

LR 202000417 Type: CS 5/12/2020 Pages: 1

Description: LR1400556

File: 1 Change: 0

Name Type: Grantor

Reverse Party: T R PROPERTIES INC

Book: Page:

Pin or Map: 000584200

LR 202000675 Type: DBS 8/4/2020 Pages: 5

Description: E/S MAPLE STREET LOT 40

File: 1 Change: 0

Name Type: Grantee

Reverse Party: FALLOON, LEROY DEAN

Book: Page:

Pin or Map: 000020900

LR 202100811 Type: DBS 7/7/2021 Pages: 3

Description: LOT 20R GRAVELY STREET

File: 1 Change: 0

Name Type: Grantor

Reverse Party: WISE DEVELOPMENTS LLC

Book: Page:

Pin or Map: 000210200

LR 202100812 Type: DPR 7/7/2021 Pages: 5

Description: LR190001214

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Rel. 32 Bridge St

Book: Page:

Pin or Map: 000210200

LR 202100812 Type: DPR 7/7/2021 Pages: 5

Description: LR190001214

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK & TRUST  
COMPANY

Book: Page:

Pin or Map: 000210200

LR 202100813 Type: CPS 7/7/2021 Pages: 2

Description: 32 BRIDGE STREET LR190001215

File: 1 Change: 0

Name Type: Grantor

Reverse Party: TR PROPERTIES INC

Book: Page:

Pin or Map: 000210200

LR 202100813 Type: CPS 7/7/2021 Pages: 2

Description: 32 BRIDGE STREET LR190001215

File: 1 Change: 0

Name Type: Grantee

Reverse Party: AMERICAN NATIONAL BANK AND TRUST  
COMPANY

Book: Page:

Pin or Map: 000210200



**LOAN POLICY  
SCHEDULE A**

<b>FILE NUMBER</b>  PH 23085	<b>DATE OF POLICY</b> 08/03/2015 @ 2:30 P. M. (Henry Co.) & 08/03/2015 @ 3:20 P. M. (City of Martinsville)	<b>AMOUNT OF INSURANCE</b>  \$451,000.00	<b>POLICY NUMBER</b>  8230746-94223379
<b>ADDRESS REFERENCE</b>	25 Ridgeway Terrace Drive and 723 Jefferson Street Ridgeway, Virginia 24148 Martinsville, VA 24112		
<b>LOAN NUMBER</b>	3200670-1		

1. Name of Insured:

ValleyStar Credit Union, those successors and assigns included in the definition of "insured" as contained herein.

2. The estate or interest in the land which is encumbered by the Insured Mortgage is:

Fee Simple

3. Title is vested in:

T R Properties, Inc.

4. The Insured Mortgage and its assignments, if any, are described as follows:

Deed of Trust from T R Properties, Inc. to Tanya Jones and Mitch Smith, Trustee(s), dated 08/03/2015 and recorded 08/03/2015 at 2:30 P. M. in the Clerk's Office of the Circuit Court for the County of Henry, Virginia (as Instrument No. 150002784), and recorded 08/03/2015 at 3:20 P. M., in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia, (as Instrument No. LR1500681), to secure \$451,000.00.

(Sat)

5. The Land referred to in this policy is described as follows:

See Schedule A attached hereto and made a part hereof.

6. This policy incorporates by reference those ALTA endorsements selected below:

- ☐ 4-06    ☐ 4.1-06    (Condominium)  
☐ 5-06    ☐ 5.1-06    (Planned Unit Development)  
☐ 6-06    (Variable Rate)  
☐ 6.2-06    (Variable Rate—Negative Amortization)  
☐ 8.1-06    (Environmental Protection Lien) Paragraph b refers to the following state statute(s): None  
☐ 9.3-06    (Restrictions, Encroachments, Minerals)  
☐ 13.1-06    (Leasehold Loan)  
☐ 14.1-06-VA    (Future Advance-Notice)  
☐ 14.3-06    (Future Advance-Reverse Mortgage)  
☐ 22-06    (Location) The type of improvement is a                      , and the street address is as shown above.

Countersigned:

  
Authorized Officer or Agent  
Patrick Henry Agency, Inc.



**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
**LOAN POLICY**  
**Schedule A – Legal Description**

FILE NUMBER

PH 23085

POLICY NUMBER

8230746-94223379

PARCEL 1: All of those lots or parcels of land located in Henry County, Virginia, and more particularly described as follows:

All that certain lot or parcel of land, situated on the Southwest side of State Route 642, Ridgeway District of Henry County, Virginia, being known and designated as Lot 3, containing 6.636 acres, more or less, as shown on Plat of Survey for Lonnie C. Burnette and Peggy E. Burnette and Larry D. Shupe and Karen L. Shupe, prepared by Lawrence W. Cockram, LLS, dated June 18, 1987, and revised October 14, 1987, recorded in the Henry County Circuit Court Clerk's Office in Map Book 82, Page 1446. See also Plat of Survey for T R Properties, Inc. showing Lot 3 of Property of G. W. Ramsey prepared by Fred O. Shanks, III, L. S., for J. A. Gustin and Associates, July 19, 2010, recorded among the land records of the same Clerk's Office.

PARCEL 2: All those certain lots or parcels of land with improvements thereon located, situated in the City of Martinsville, Virginia, on and off the Northwesterly side of Jefferson Street, and being known and designated as part of Lots 33, 34, 35 and 36 of the Parkview Land Company Subdivision, all as is more clearly shown on a Plat of Survey for Eddie H. Jones, Jr. and Kay Boaz Jones, prepared by J. A. Gustin & Associates, C. E. & L. S., dated December 13, 1978, and of record in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia in Map Book 14, Page 131 (Slide A-265); and those portions of Lots 33, 34, 35 & 36 of the Parkview Land Company Subdivision herein conveyed are more commonly known and designated as 723 Jefferson Street under the present numbering system currently utilized by the City of Martinsville, Virginia. For further reference as to the original Lots 33, 34, 35 and 36, see Map for Parkview Land Company of record in the Clerk's Office of the Circuit Court of Henry County in Map Book 1, Page 200A.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
LOAN POLICY  
SCHEDULE B – PART I**

FILE NUMBER
PH 23085

POLICY NUMBER
8230746-94223379

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. As to Parcel 1, taxes for the fiscal year 2015, a lien not yet due and payable, and subsequent years.
- \* 2. As to Parcel 2, taxes subsequent to those for the second half fiscal year 2015, a lien not yet due and payable, and subsequent years.
3. As to Parcel 1, easement granted Central Telephone Company by instrument dated August 25, 1987, recorded in Deed Book 457, Page 209.
4. As to Parcel 1, American Electric Power Company's power pole and overhead power line located on and across the northeasterly portion of insured premises as shown on Plat of Survey prepared by Lawrence W. Cockram, dated June 18, 1987, and revised October 14, 1987, and recorded in Map Book 82, Page 1447.
- \* 5. As to Parcel 2, covenants and restrictions appearing in the Public Records, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
6. Rights of tenants in possession under unrecorded leases.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
LOAN POLICY  
SCHEDULE B – PART II**

<b>FILE NUMBER</b>
<b>PH 23085</b>

<b>POLICY NUMBER</b>
<b>8230746-94223379</b>

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest:

Assignment of Rents between T R Properties, Inc. and ValleyStar Credit Union, dated August 3, 2015, and recorded August 3, 2015, as Instrument No. 150002785 at 2:32 P. M., in the Clerk's Office of the Circuit Court of Henry County, and recorded August 3, 2015, as Instrument No. LR1500682 at 3:23 P. M., in the Clerk's Office of the Circuit Court of the City of Martinsville.

ENDORSEMENT

Attached to Policy No. 8230746-94223379



Issued By  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: September 11, 2015

Countersigned:

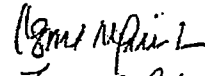
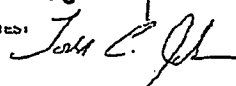
  
Authorized Signatory-Kelli Craig

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**



By

Attest:

President

Secretary

## ENDORSEMENT

Attached to Policy No. 8230746-94223379

**Issued By  
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

1. The insurance for Advances added by Sections 2 and 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Policy, except Exclusion 3(d), the provisions of the Conditions, and the exceptions contained in Schedule B.
  - a. "Agreement," as used in this endorsement, shall mean the note or loan agreement, the repayment of Advances under which is secured by the Insured Mortgage.
  - b. "Advance," as used in this endorsement, shall mean only an advance of principal made after the Date of Policy as provided in the Agreement, including expenses of foreclosure, amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title, and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.
  - c. "Changes in the rate of interest," as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to a formula provided in the Insured Mortgage or the Agreement at Date of Policy.
2. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Advance.
  - b. The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.
  - c. The invalidity or unenforceability or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, Advances and unpaid interest resulting from (i) re-Advances and repayments of Indebtedness, (ii) earlier periods of no Indebtedness owing during the term of the Insured Mortgage, or (iii) the Insured Mortgage not complying with the requirements of state law of the state in which the Land is located to secure Advances.
3. The Company also insures against loss or damage sustained by the Insured by reason of:
  - a. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from any provisions of the Agreement that provide for (i) interest on interest, (ii) changes in the rate of interest, or (iii) the addition of unpaid interest to the Indebtedness.
  - b. Lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, including any unpaid interest that was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the Insured Mortgage, which lack of priority is caused by (i) changes in the rate of interest, (ii) interest on interest, or (iii) increases in the Indebtedness resulting from the addition of unpaid interest.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) resulting from:
  - a. The invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for any Advance made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor;



ALTA 14.1-06 Future Advance -  
Knowledge Endorsement (2-3-11)  
w/VA Mod


27E64946

1 of 2

- b. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after Date of Policy;
  - c. The lack of priority of the lien of the Insured Mortgage as security for any Advance to a federal tax lien, which Advance is made after the earlier of (i) actual knowledge of the Insured that a federal tax lien was filed against the mortgagor, or (ii) the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.);
  - d. Any federal or state environmental protection lien;
  - e. The lack of priority of any Advance made after the Insured has Knowledge of the existence of liens, encumbrances or other matters affecting the Land intervening between Date of Policy and the Advance, as to the intervening lien, encumbrance or other matter;
  - f. Usury, or any consumer credit protection or truth-in-lending law;
  - g. Any mechanic's or materialmen's lien;
  - h. Any docketed judgment lien, notice of which has been given to the noteholder of record in accordance with Section 55-58.2 of the Code of Virginia, at the address indicated in the deed of trust; [or]
  - i. The loss of priority of a future advance of principal indebtedness to any purchase money security interest in goods and fixtures as provided under Section 8.9A-317 et seq. of the Code of Virginia.
5. The Indebtedness includes Advances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: September 11, 2015

Countersigned:   
Authorized Signatory- Kelli Craig



## EXCLUSIONS FROM COVERAGE

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

1. (a) 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;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of 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 or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of

- (i) the amount of the principal disbursed as of Date of Policy;
- (ii) the amount of the principal disbursed subsequent to Date of Policy;
- (iii) the construction loan advances made subsequent to 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 continued to be obligated to advance at Date of Policy and at the date of the advance;
- (iv) interest on the loan;
- (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
- (vi) the expenses of foreclosure and any other costs of en-

forcement;

(vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;

(viii) the amounts to pay taxes and insurance; and

(ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(D) successors to an Insured by its conversion to another kind of Entity;

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity

ests of the grantee are wholly-owned by the named Insured,  
(2) if the grantee wholly owns the named Insured, or  
(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D), and (E) reserving, however, 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, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or 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 INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## **3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in

case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected 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 the policy shall be reduced to the extent of the prejudice.

## **4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, 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, or other matter insured against by this policy that constitutes the basis of loss or damage and shall 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 Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall 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 shall have 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 stated causes of action. It shall not be 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 those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, 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 shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever 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 of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

## **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so 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. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in 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 the failure of the In-



d to furnish the required cooperation, the Company's obligations under the policy shall terminate, including any liability obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters 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 Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. 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 this subsection, unless prohibited by law or governmental regulation, shall terminate 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 shall have 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 together with 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, together with 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.

When the Company purchases the Indebtedness, the Insured shall 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 of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or 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 other parties for or in the name of an Insured Claimant any claim insured against 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; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with 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 of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be 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.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Con-

ns shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

#### **11. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

##### **(a) The Company's Right to Recover**

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights 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 or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit 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.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

##### **(b) The 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 it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(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 shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

##### **(c) The Company's Rights Against Noninsured Obligors**

The Company's right of subrogation includes the Insured's rights against noninsured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

#### **13. THIS SECTION INTENTIONALLY DELETED**

#### **14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy,

this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, 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, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### **16. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its 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 within the United States of America or its territories having appropriate jurisdiction.

#### **17. 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 Fidelity National Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.



# Fidelity National Title Insurance Company

POLICY NO.: 33162-1-PH 23085-2015.8230746-94223379

## LOAN POLICY OF TITLE INSURANCE

Issued by

*Fidelity National Title Insurance Company*

*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 Section 17 of the Conditions.*

### COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk 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, 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; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (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
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
  - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - (b) failure of any person or Entity to have authorized a transfer or conveyance;

- (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
  - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
  - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
  - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
  11. The lack of priority of the lien of the Insured Mortgage upon the Title
    - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      - (i) contracted for or commenced on or before Date of Policy; or
      - (ii) contracted for, commenced or continued after 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 Date of Policy to advance; and
    - (b) over the lien of any assessments for street improvements under construction or completed at 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:
    - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    - (b) because the Insured Mortgage 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
      - (i) to be timely, or
      - (ii) 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 Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

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.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officer.

33162VA PH 23085  
 Patrick Henry Agency Inc  
 6 S Moss St S  
 Martinsville, VA 24112-2611  
 Tel: (276) 638-1002  
 Fax: (276) 638-4150

Fidelity National Title Insurance Company



By:

*[Signature]*

ATTEST

President

*[Signature]*

Secretary