

**CHICAGO TITLE INSURANCE COMPANY
LOAN POLICY**

SCHEDULE A

POLICY NUMBER 72307-555555	DATE OF POLICY _____	AMOUNT OF INSURANCE \$250,000.00
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Agent File No. : 55-555555
Lender Loan No. : 55-55555555

1. Name of Insured: **Bank of America and/or its successors and assigns as their interest may appear.**
777 Main Street, Hartford, CT 06106

2. The estate or interest in the Land that is encumbered by the Insured Mortgage is:

Fee Simple

3. Title to the estate or interest in the Land is at Date of Policy vested in:

Mary Buyer

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

Mortgage from Mary Buyer to Bank of America to secure the principal payment of \$250,000.00, dated 10/15/2007 and recorded _____ at _____ in Volume _____ at Page _____ on the Hartford Land Records.

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

Street Address: **10 Main Street**
Lot Number/Unit Number: **10**
Subdivision/Condominium: **Main Street Development**
City/Town: **Hartford**
County: **Hartford**
State/Zip: **CT, 06106**

and is more specifically described on Schedule A attached hereto and made a part hereof.

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

- ALTA-4-06 - Condominium Endorsement (Conn. Form No. E-28.1)
- ALTA-5-06 - PUD Endorsement (Conn. Form No. E-28.1)
- ALTA 6-06 - Variable Rate
- ALTA 6.2-06 - Variable Rate--Negative Amortization
- ALTA 8.1-06 - Environmental Protection Lien (Applies to residential use only)
This Endorsement is hereby completed by adding to the end of Paragraph (b) thereof: "None")
- Residential Mortgage Endorsement (FKA CTA-001.1)
- CT E-33 Secondary Market Affirmative Language Endorsement

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY**

SCHEDULE A

POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
72306-555555	_____	\$450,000.00

Agent File No.: **55-555555**

ISSUED SIMULTANEOUSLY WITH LOAN POLICY NUMBER:

1. Name of Insured:

Mary Buyer

2. Title to the estate or interest in the Land is at Date of Policy vested in:

Mary Buyer

3. The estate or interest in the Land that is covered by this Policy is:

Fee Simple

4. The Land herein described is encumbered by the following Mortgage, and its assignments, if any:

Mortgage from Mary Buyer to Bank of America to secure the principal payment of \$250,000.00, dated 10/15/2007 and recorded _____ at _____ in Volume _____ at Page _____ on the Hartford Land Records.

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

Street Address: **10 Main Street**
Lot Number/Unit Number: **10**
Subdivision/Condominium: **Main Street Development**
City/Town: **Hartford**
County: **Hartford**
State/Zip: **CT, 06106**

and is more specifically described on Exhibit A attached hereto and made a part hereof.

**CHICAGO TITLE INSURANCE COMPANY
POLICY FORM**

**SCHEDULE A
(LEGAL DESCRIPTION)**

Loan Policy Number: **72307-555555**

Owner's Policy Jacket Number: **72306-555555**

For use with ALTA 2006 Loan Policy Jacket (6-17-06)
For use with ALTA 2006 Owner's Policy Jacket (6-17-06)

CTIC Form 72307
CTIC Form 72306

This policy is valid only if Schedule B is attached.

**CHICAGO TITLE INSURANCE COMPANY
POLICY FORM**

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Loan Policy Number: **72307-555555**

Owner's Policy Number: **72306-555555**

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:

Standard Exceptions:

1. Rights, facts, interests or claims of present tenants, lessees or parties in possession which are not shown by the Public Records, but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Any liability for mechanics' or materialmen's liens.
3. 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.
4. The Mortgage and its assignments, if any, referred to in Item 4 of Schedule A.
5. Real estate taxes, assessments and water and sewer charges which become due and payable subsequent to the Date of Policy.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT:

Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on Title, created by the laws of the state of the insured Land or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instruments creating the estate or interest insured by this policy.
7. There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following: "...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."
8. The exact acreage or square footage of the Land will not be insured.

The following numbered Exceptions from Coverage are hereby omitted from the **Loan Policy**, if checked:

1 2 3

Standard Exceptions No. 1, 2 & 3 above may only be omitted with submission of approved title/owner affidavit.

The following numbered Exceptions from Coverage are hereby omitted from the **Owner's Policy**, if checked:

1 2 3

Standard Exceptions No. 1 & 2 above may only be omitted with submission of approved title/owner affidavit.

Standard Exception No. 3 above (survey exception) may only be omitted with a Company approved survey or with submission of approved title/owner affidavit and issuance of ALTA Homeowner's Title Policy (CTIC Form 8277).

For **Special Exceptions**, if any, see attached Schedule B Continuation Sheet.

CHICAGO TITLE INSURANCE COMPANY

BY: _____

For use with ALTA 2006 Loan Policy Jacket (6-17-06)

For use with ALTA 2006 Owner's Policy Jacket (6-17-06)

CTIC Form 72307

CTIC Form 72306

This policy is valid only if Schedule B is attached.

**CHICAGO TITLE INSURANCE COMPANY
POLICY FORM**

**SCHEDULE B
CONTINUATION SHEET**

Loan Policy Number: **72307-555555**

Owner's Policy Number: **72306-555555**

Special Exceptions:

9.

CHICAGO TITLE INSURANCE COMPANY

BY: _____

For use with ALTA 2006 Loan Policy Jacket (6-17-06)
For use with ALTA 2006 Owner's Policy Jacket (6-17-06)

CTIC Form 72307
CTIC Form 72306

This policy is valid only if Schedule B is attached.

**CHICAGO TITLE INSURANCE COMPANY
POLICY FORM**

SCHEDULE B – 2

Loan Policy Number: **72307-555555**

In addition to the matters set forth in Schedule B, the Title to the estate or interest in the Land described or referred to in Legal Description Schedule A is subject to the following matters, and the Company insures against loss or damage sustained in the event that such matters are not subordinate to the lien of the Insured Mortgage upon the estate or interest:

CHICAGO TITLE INSURANCE COMPANY

BY: _____

For use with ALTA 2006 Loan Policy Jacket (6-17-06)
For use with ALTA 2006 Owner's Policy Jacket (6-17-06)

CTIC Form 72307
CTIC Form 72306

This policy is valid only if Schedule B is attached.

RESIDENTIAL MORTGAGE ENDORSEMENT

Attached to and forming a part of
LOAN POLICY NO. 72307-555555

**Issued by
CHICAGO TITLE INSURANCE COMPANY**

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of any inaccuracies in the following assurances:

1. That the location of any easement and/or right of way referred to in Schedule B is ascertainable and fixed; and/or

That the exercise of any rights pursuant to any easements and/or right of way referred to in Schedule B will not interfere with the use of the buildings and improvements presently located on the insured premises for residential purposes, and that none of the improvements located on the insured premises encroach upon said easement or right of way;

2. That there are no violations of any covenants, conditions or restrictions referred to in Schedule B, and that a future violation thereof will not cause a forfeiture or reversion of title or otherwise effect the lien of the mortgage insured;

3. That there are no discrepancies, conflicts in boundary lines, shortage in area, violations, variations, encroachments, adverse circumstances or other facts which an accurate survey would disclose relating to the land.

To the extent that they are checked, the following standard Endorsements are incorporated by reference as if they were attached to the policy:

- ALTA-4-06 - Condominium Endorsement (Conn. Form No. E-28.1)
- ALTA-5-06 - PUD Endorsement (Conn. Form No. E-28.1)
- ALTA-6-06 - Variable Rate Mortgage Endorsement
- ALTA-6.2-06 - Negative Amortization Endorsement
- ALTA-8.1-06 - Environmental Protection Lien Endorsement (referring to the following State Statute: none)
- CT E-33 Secondary Market Affirmative Language Endorsement

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:

Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

TITLE AFFIDAVIT

LOAN POLICY JACKET NO. : 72307-555555
OWNER'S POLICY JACKET NO.: 72306-555555

STATE OF CONNECTICUT

ss: Hartford

COUNTY OF Hartford

I/We Joseph Seller being sworn, depose and say as follows:

- 1. That I am/we are the owner(s) of certain premises in the Town (City) of Hartford, County of Hartford and State of Connecticut, known as (Unit No., if applicable) 10 Main Street and more particularly described in Chicago Title Insurance Company Commitment or Binder No.
2. I/We have owned the property now being sold or mortgaged by me/us continuously for years last past, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to any of said property might be asserted adversely against me/us.
3. That within the last ninety (90) days, including the date hereof, no person, firm or corporation has furnished any labor, services, or materials in connection with the construction or repair of any buildings or improvements on the herein described premises for which a mechanic's or materialmen's lien could be filed.
4. That there are no present tenants, lessees or other parties in possession of said premises, except (if none, state "none")
5. That I/we have examined a certain survey entitled, " " made by Surveyor, dated that no exterior alterations or additions have been made to the buildings shown on said survey; that no additional buildings have been constructed on said premises since the date of said survey; that no additional buildings have been constructed on said premises since the date of said survey, and that survey reflects the current status of the premises. A copy of said survey is hereto attached. IF SURVEY COVERAGE IS NOT DESIRED ON AN OWNER'S POLICY AND/OR COMMERCIAL LOAN POLICY, THIS PARAGRAPH NEED NOT BE COMPLETED.
6. That during the time of ownership of the premises above described, I/we have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
7. That I/we have allowed no encroachments on the premises above described by any adjoining land owners nor have encroached upon any property of adjoining land owners.
8. That I/we have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and have no knowledge of such adverse rights.
9. That I/we have no knowledge of any old highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
10. That I/we have no knowledge of any taxes or special assessments which are not shown as existing liens by the public records other than as shown in the above-numbered binder or commitment.
11. That I/we have no knowledge of any violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting said premises.
12. That there are no unpaid assessments for common expenses or common charges assessed against the premises or the undersigned (IF APPLICABLE).
13. That the undersigned has fully complied with the requirements of any "Right of First Refusal" provisions contained in the Bylaws of the Association, and that any such "Right of First Refusal" has been effectively waived by the Association (IF APPLICABLE).
14. That I/we make this affidavit for the purpose of inducing a purchase or lease of said premises, and/or for the purpose of inducing the granting of a mortgage on said premises, and for the purpose of inducing Chicago Title Insurance Company to issue a policy (policies) of title insurance.

Subscribed and sworn to before me, this 10/15/2007.

Notary Public / Commissioner of The Superior Court

CHICAGO TITLE INSURANCE COMPANY

**STATEMENT OF CHARGES
AND
NOTICE OF AVAILABILITY
OF OWNER'S TITLE INSURANCE**

Date: 10/15/2007

To: Mary Buyer

Buying property identified as: 10 Main Street, Hartford, Connecticut

A Mortgagee's Policy of title insurance in the amount of \$250,000.00 is being issued to your mortgage lender, but the policy does not provide title insurance coverage to you.

The Cost of the Mortgage Policy alone is \$843.00.

You may also obtain an Owner's Policy of title insurance which provides title insurance coverage to **you**. The cost for **both** policies is \$1,500.00, if you request it at this time.

If you are uncertain as to whether you should obtain an Owner's Policy of title insurance, you are urged to discuss the matter with your Attorney.

CHICAGO TITLE INSURANCE COMPANY

____ I/We do request an Owner's Policy of title insurance.

____ I/We do not request an Owner's Policy of title insurance.

Date: _____ Buyer: _____

Buyer: _____