

Title No: XXXXXX  
Effective Date: 06/26/2023  
Redated:

## TITLE INSURANCE COMMITMENT

BY

**CLIENT NAME**

Proposed Insured:

Borrower/Purchaser: xxxxxxxxxxxx

Mortgagee: **TBD**

Amount of Insurances:

Fee:

Mortgage:

*THIS COMPANY CERTIFIES that a good marketable title to the premises in Schedule A, Description (subject to the liens, encumbrances and other matters, if any, set forth in this certificate) may be conveyed and/or mortgaged by:*

xxxxxxxxxxxxx **and** xxxxxxxxxxxxxxxxxxxxxxxx , as Tenants in Common

Having acquired title by deed made from xxxxxxxxxxxx , dated 10/28/2015, and recorded 11/19/2015 in Liber 12841, Page 472 in the Office of the Clerk of Suffolk County.

Title to said estate or interest in said land at the effective date hereof is: FEE SIMPLE

Premises described herein are known as:

Premises: xxxxxxxxxxxxxxxx, xxxxxxxx  
County: Suffolk  
District: xxx  
Section: xxxxx  
Block: xxxx  
Lot: xxxxxx

The land referred to in this Certificate is described as follows:

SCHEDULE "A" DESCRIPTION WITHIN

**TITLE INSURANCE COMMITMENT**

BY

***CLIENT NAME***

Schedule A Description

TYPED LEGAL DESCRIPTION

NOTE: Being District: xxx Section: xxxxx Block: xxxx Lot: xxxxxx County of Suffolk.

Commonly known as xxxxxxxxxxxxxx, xxxxxxxx , New York.

NOTE: Lot and Block shown for informational purposes only.

TOGETHER with all right, title and interest of the party of the first part of, in and to the land lying in the street in front of and adjoining said premises.

## TITLE INSURANCE COMMITMENT

BY

**CLIENT NAME**

Schedule B

Hereinafter set forth are additional matters which will appear in the policy as exceptions from coverage, unless disposed of to our satisfaction prior to the closing or delivery of the policy.

### DISPOSITION

1. Rights of tenants or parties in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth in schedule herein.
3. Mortgage(s) (ONE) - SEE ATTACHED MORTGAGE SCHEDULE.
4. Judgments returned herein (FOUND). Detailed statement herein.
5. Subject to any state of facts which an accurate survey might show.
6. Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.
7. Covenants, conditions, easements, and restrictions, if any, which became a matter of public record prior to the most recently recorded full consideration deed of the described premises. The policy will affirmatively insure that despite the existence of any such covenants, conditions, easements, and restrictions, the existing improvements on the property may remain for so long as they stand.
8. Subject to any facts and notes, if any, as set forth on Filed Map No. xxx
9. Proof is required to show that xxxxxxxxxxxx and xxxxxxxxxxxxxxxxxxxx has/have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.
10. Searches have been run for judgments and liens against the names xxxxxxxxxxxx and xxxxxxxxxxxxxxxxxxxx and returns if any are shown herein.
  - a. Eight (8) judgments vs. xxxxxxxxxxxxxxxxxxxx to be disposed.
11. Bankruptcy name searches run against the name(s) xxxxxxxxxxxx and xxxxxxxxxxxxxxx xxxxxx, which searches find the following returns of record: No returns.
12. Patriot name searches run against the name(s) xxxxxxxxxxxx and xxxxxxxxxxxxxxx xxxxxx, which searches find the following returns of record: No returns.

13. All real estate taxes, assessments and water charges must be paid through the date of closing.
14. Until a guaranteed survey is received, policy will not insure courses, distances, and dimensions of subject premises or the bed of any street, road, or avenue passing through the same, and will except any facts such a survey or personal inspection would show.
15. A survey certified to this company, the underwriter, and the lender must be given to the company prior to setting the closing.
16. Application indicates title to be held by xxxxxxxxxxxx . Title is certified as found. If there has been any change in ownership by deed, death or otherwise, proof of such fact must be provided to this Company prior to closing. Title will then be recertified accordingly and additional exceptions may be raised.
17. In the event a Nominal or No Consideration deed is being delivered at or prior to closing, Company must review same prior to closing. All parties must be present at closing with acceptable identification. A No Consideration Affidavit must be executed by the grantor(s) and grantee(s) stating that the grantor(s) are fully competent to make said conveyance and that it was made of his, her or their own free will and that said transfer was not done for the purpose of defrauding creditors, lien holders or any other parties who may claim an interest in said premises.
18. Searches were run for judgments, liens, federal tax liens, etc. against the same/similar name as xxxxxxxxxxxx , prior owner. The following returns were found:
  - a. Two (2) judgments to be disposed.
19. By deed dated 01/26/2015, recorded 02/26/2015 in (as) Liber 12808, Page 254, xxxx xxxxxxxx , as trustee pursuant to an indenture of trust dated 03/20/2012 conveyed the subject premises. Therefore proof must be furnished that the trustee was authorized to convey the subject premises and that the trust was in full force and effect.
20. By deed dated 04/15/2015, recorded 04/29/2015 in (as) Liber 12815, Page 284, xxxx xxxxxxxx , as trustee pursuant to an indenture of trust dated 03/19/2010 conveyed the subject premises. Therefore proof must be furnished that the trustee was authorized to convey the subject premises and that the trust was in full force and effect.

NOTE: Clearance on Exception No(s) 18-20 can be obtained from xxxxxxxxxxxxxxxxxxxx under Title No. xxxxxx
21. Note: Town of Islip requires a \$5.00 duplicate memo bill fee at the time of any town/school tax payment.
22. **Note:** The Suffolk County Clerk's Office requires that all documents submitted for recording be signed with **black** ink.
23. Closing instruments to contain recital "Premises herein as described are and intended to be the same as those described in Deed recorded at Liber 12841, Page 472".
24. Except variations between tax map and record description, if any.
25. Affidavit of title will be required at closing.

26. IF THE LAST DEED OF RECORD WAS OBTAINED WITHOUT TITLE INSURANCE, THE FOLLOWING DOCUMENTATION MUST BE REVIEWED BY THIS COMPANY PRIOR TO CLOSING. (NOTE: UPON RECEIPT AND REVIEW, ADDITIONAL EXCEPTIONS TO TITLE MAY BE RAISED):
- a. AFFIDAVIT FROM THE ATTORNEY WHO SUPERVISED THE EXECUTION AND DELIVERY OF THE DEED AND/OR;
  - b. AFFIDAVIT FROM THE GRANTOR(S) CONFIRMING THE CONVEYANCE AND A COPY OF PHOTO IDENTIFICATION OF SAID GRANTOR(S).
27. At closing the certified owner(s) will be required to review the mortgage schedule contained in this title report and to execute an affidavit to the effect that all open mortgages affecting the property are contained herein. (SEE HEREIN)
28. Photo I.D. (Driver's license etc.) will be required from all parties executing closing documents. Social Security and/or Federal Tax ID Nos. will also be required.
29. FOR INFORMATION ONLY: Only certified checks, bank checks, attorney checks, or money orders are acceptable. Any other form of payment must be pre-approved with this company prior to closing.
30. FOR INFORMATION ONLY: If a Power of Attorney or a Prior Executed Document is to be used for any purpose in the proposed transaction, it must be submitted for review at least two (2) days prior to closing. If the Power of Attorney or Prior Executed Document is produced at closing without prior written notice to this Company, the closing may be adjourned until such Power of Attorney or Prior Executed Document can be analyzed by this Company. Proof is required that same has not been revoked and is still in full force and effect and that the donor thereof is alive and competent at the time of execution and delivery of the documents made by the attorney-in-fact thereunder.
31. An affidavit must be taken at closing stating that there are no sidewalk improvements or assessments for sidewalk improvements on the subject premises.
32. Unrecorded rights, if any, in favor of any electric light or telephone company to maintain guywires extending from the described premises to poles located on the roads on which the described premises abut. Policy insures, however, that there are no such right of record except as set forth herein.
33. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same. Policy insures, however, that there are no such easements and/or rights of record except as set forth herein.
34. The exact acreage of the described premises is not insured.
35. The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.
36. All parties, **including lenders**, must acknowledge that neither the underwriter nor its title agents can provide any estimate regarding the date when recordation of such title

documents in the Public Records will be available. Satisfactory acknowledgments by lenders may be indicated through closing instructions or by email confirmation.

37. **Loan Policy:** Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the [applicable recording office], including, but not limited to, (i) an inability to search the Public Records, (ii) any delay in recordation of the documents [vesting Title or] creating the lien of the Insured Mortgage in the Public Records, or (iii) any claim based on an assertion that the recording of the Insured Mortgage failed to be timely.

## TITLE INSURANCE COMMITMENT

BY

**CLIENT NAME**

### MORTGAGE SCHEDULE

#### Mortgage(s)

1. MORTGAGE

Mortgagor: xxxxxxxxxxxx and xxxxxxxxxxxxxxxxxxxxxxxx  
Mortgagee: Wells Fargo Bank, N.A.  
Dated: 10/28/2015  
Recorded: 11/19/2015  
Liber: 22651  
Page: 269  
Amount: \$268,004.00  
Mortgage Tax: \$2,789.00

This mortgage, unless it is to be insured, will appear as an exception in our title policy. If this mortgage is amended, satisfied or otherwise disposed of prior to closing, please notify this company. Since this title report does not show all the terms and provisions of the mortgage set forth above, we suggest that interested parties contact the holders of the mortgage to ascertain the terms, conditions and covenants contained therein, and to determine if there are any unrecorded amendments or modifications thereto.