



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

SCHEDULE A

File Number: **ALT Title**

1. Effective Date: **December 28, 2016**
2. Policy or Policies to be issued: AMOUNT
 - (a) ALTA Owner's Policy (06-17-06), as modified by TIRBOP \$ 300,000.00
Proposed Insured:
Herman and Lilly Jones
 - (b) ALTA Loan Policy (06-17-06), as modified by TIRBOP \$ 240,000.00
Proposed Insured:
First Time Buyer's Bank, its successors and/or assigns as their interests may appear
3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

John and Joan Smith
4. The Land referred to in this Commitment is described in Schedule "C" hereof.

For informational purposes only:

**1313 Mockingbird Lane, Lansdale PA 19446
Montgomery Township
County of Montgomery**

**COMMITMENT
SCHEDULE B – SECTION 1**

File Number: **ALT Title**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest insured.
2. Payment of all taxes, charges, dues, fees and assessments levied and/or assessed against the subject premises, which are due and payable.
3. Proof that there are no agreement(s) of sale other than the one under which the present conveyance is being made.
4. Proof of identity, legal age, competency of Grantors/Mortgagors and marital status (including deaths, divorces or separation) affecting any individual Grantor/Mortgagor herein.
5. Execution of Company's affidavit of title and two forms of identification (one of which must be photo-identification) to be provided by parties to the transaction.
6. Proof of payment of real estate taxes and municipal charges (including water, sewer, trash or other services provided by the municipality) for the three years preceding the current year and the current year, if due.
7. Proof that no Municipal or Authority improvements have been made or ordered to be made abutting or fronting on premises covered by this commitment.
8. Proper instruments creating the estate or interest to be insured must be validly executed and duly recorded:

DEED: John and Joan Smith
TO: Herman and Lilly Jones
DATED: April 15, 2017

MORTGAGE: Herman and Lilly Jones
TO: First Time Buyer's Bank
DATED: April 15, 2017
AMOUNT: \$240,000.00

9. **REAL ESTATE TAXES**

- a. Tax Receipts for the last three years to be produced and filed with the Company.
- b. Current Assessment: **\$186,300.00**
- c. UPI #: **03-00-5102-43-7**
- d. Taxes for the current year **2017**:

Taxes for year 2015 have been returned to the Tax Claim Bureau as unpaid and lienied. Contact Tax Claim Bureau prior to settlement to confirm premises has not been sold at Tax Sale.

Montgomery County Tax Claim Bureau is in the process of changing vendors. Please check with local tax collector.

COMMITMENT
SCHEDULE B – SECTION 1

(continued)

File Number: ALT

MORTGAGES:

1. AMOUNT: \$197,000.00
FROM: John and Joan Smith
TO: Sunny Day Lending
DATED: April 4, 2012
RECORDED: April 27, 2012
MORTGAGE BOOK: 13 PAGE: 182

JUDGMENTS: (1)

\$811.12; PA Unemployment Comp Fund-vs-John Smith; (1313 Mockingbird Lane, Lansdale PA 19446); Filed 12/23/1997; Case # 1997-1234

MECHANIC'S AND MUNICIPAL CLAIMS: (2)

\$60.00; Waste System Authority of Eastern Montgomery County-vs-John Smith; (1313 Mockingbird Lane, Lansdale PA 19446); Filed 7/22/2014; Case #2014-9876

\$4,546.43; Montgomery County Tax Claim Bureau-vs-John & Joan Smith; (1313 Mockingbird Lane, Lansdale PA 19446); Case # 2016-19446

ADDITIONAL REQUIREMENTS:

1. Bankruptcies: Not searched. Social Security and EIN numbers to be produced for all parties involved in this transaction.
2. Proof that all unpaid assessments due the Unit Owners Association are paid to date of settlement.
3. Recordable statement from the Unit Owners Association to be produced, setting forth the amount of unpaid assessments currently levied against this unit in accordance with the provisions of Section 5407 of the Uniform Planned Community Act.

COMMITMENT
SCHEDULE B – SECTION 1
(continued)

File Number: **ALT**

NOTICE AND DISCLOSURE

- The Commonwealth of Pennsylvania Department of Insurance requires that we sent the following notice to you, our applicant, prior to closing. They further require that you, the applicant forward this notice to the consumer in advance of the day of closing: your title insurance fee covers the cost of closing on the insured real estate property if it takes place during regular office hours and at the office of the title insurance agent or underwriter. If your closing takes place at a location or time of your choosing, or that of your lender or realtor, the title insurance agent or underwriter may impose an additional charge for this special service. You may determine the amount of this additional charge, if any, by contacting the party listed on the bottom of Schedule A.
- The Enhanced Coverage Homeowner's Policy of Title Insurance and/or the Expanded Coverage Residential Loan Policy is available for most 1-4 family, owner-occupied residences at an additional cost. Please contact the agent that issued this Commitment for additional information regarding these policies.

NOTE: If a policy other than the 2006 ALTA Owner's Policy of Title Insurance, 2006 ALTA Loan Policy of Title Insurance or 2007 Short Form Residential Loan Policy is ultimately issued, Section 5 of the Conditions on ORT Form 4308, ALTA Commitment of Title Insurance 6/06 hereof is not applicable.

COMMITMENT

SCHEDULE B – SECTION 2

File Number: ALT

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Right or claims of parties in possession not shown by the public records.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date on which the proposed insured acquires of record for value the estate or interest, or mortgage thereon, covered by this commitment.
5. Possible additional tax assessment for new construction and/or major improvements.
6. Covenants, conditions, restrictions, easements, rights of way or servitudes, if any, appearing in the public record, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
7. Title to all of the oil, gas and other minerals within and underlying the premises, together with appurtenant mining, drilling and extraction rights and all other rights and privileges appurtenant thereto.
8. Declaration as in Deed Book 68 page 36 and any Amendments thereto.
9. Deed of Dedication as in Deed Books 89 page 1901.
10. Termination of Prior Subdivision Agreement and Release of Indemnity Agreement as in Deed Book 68 page 58.
11. Sewer Extension Agreement as in Deed Book 68 page 44.
12. Subdivision Improvement Construction Agreement as in Deed Book 48 page 56.
13. Deed of Easement and Right-of-Way as in Deed Book 07 page 19.
14. Rights granted to The Bell Telephone Company of Pennsylvania as in Deed Book 873 page 173.
15. Rights granted to Philadelphia Electric Company as indeed Book 881 page 74.
16. That portion of the premises in the bed(s) of all roads, streets or highways is subject to the public and private rights therein.
17. Subject to building set back lines, notes, easements, reservations and requirements, if any, as shown on Plan 6754 page 45.

COMMITMENT

SCHEDULE C

File Number: **ALT**

ALL THAT CERTAIN tract or piece of land, Situate in the Township of Montgomery, County of Montgomery and Commonwealth of Pennsylvania, described in accordance with a location Plan of Hilltop made by Foley Associates, Inc. for XYZ Builders dated 10/27/1987 and last revised 05/20/1988 recorded in Plan Book 6754 page 45.

BEING Lot No. 11 on the above mentioned plan.

TOGETHER with and subject to rights, easements, restrictions, terms and conditions as set forth in a certain Declaration made by JNP Development Corp., dated 03/25/1988 and recorded 03/29/1988 in Deed Book 4 page 362 and any amendments to said Declaration as the same may be made from time to time.

COMMONLY known as 1313 Mockingbird Lane, Lansdale PA 19446

SUBJECT to any restrictions, conditions, covenants, rights, rights of way and easements now record

BEING Parcel Number **03-00-5102-43-7**

BEING the same premises which Mike and Suzie Holiday, husband and wife, by Indenture dated 07/16/2008 and recorded 08/04/2008 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 57 page 164, granted and conveyed unto John and Joan Smith, husband and wife, in fee.