



USA National Title Company, Inc.
301 N. Lake Avenue #300
Pasadena, CA 91101
Phone (877) 908-5220 • Fax (626) 773-7606
www.usanationaltitle.com

ATTN: **James Yu**

TO: **Sotheby's International Realty**
800 E. Colorado Blvd., Suite 150
Pasadena, CA 91101

TITLE OFFICER: *Rich Miehler / Unit 30*
PHONE: *(877) 908-5220*
FAX: *(626) 773-7606*
Email: *tu30@usa-ntc.com*

ORDER NO. **072336363-30**

YOUR REFERENCE:

PROPERTY ADDRESS: **1055 Locust Street, Pasadena, CA 91106**

PRELIMINARY REPORT

EFFECTIVE DATE: **December 14, 2023 as of 8:00 a.m.**

*In response to the application for a policy of title insurance referenced herein. **USA National Title Company, Inc.** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien, or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules. Conditions and Stipulations of said Policy forms.*

The printed Exceptions and exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

*The policy(s) of title insurance to be issued hereunder will be policy(s) of **Doma Title Insurance, Inc.***

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

SCHEDULE A

The form of Policy or Policies of title insurance contemplated by this report is:

American Land Title Association Loan Policy (07-01-21)
ALTA Homeowner's Policy (07-01-2021)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

FEE SIMPLE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Michael J. Regenfuss and Annalisa M. Regenfuss, Trustees of The Michael and Annalisa Regenfuss Family Trust, u/a dated January 18, 2013

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF PASADENA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT 'A'

Lot 12 of Farris and Lyman's subdivision of Lots 21 and 22 of the Lands of Mutual Orchard Company, in the City of Pasadena, County of Los Angeles, State of California, as per map recorded in Book 13 Page 30 of Miscellaneous Records of Los Angeles County.

Together with: That portion of Lot 1 in Block 11 of Olive Wood, as shown on map recorded in Book 7, Pages 16 and 17 of Miscellaneous Records, in the office of the County Recorder of said county, described as follows:

Commencing at the Southwesterly corner of Lot 10 of the Farris and Lyman's Subdivision, as shown on Map recorded in Book 13, Page 30 of said Miscellaneous Records; thence along the Southerly line of said Lot 10, N 89° 29' 58" E, 30.17 feet to a tangent curve concave Northwesterly and having a radius of 15.00 feet; thence Northeasterly along said curve through an angle of 91° 58' 17", an arc distance of 24.08 feet; thence N 2° 28' 19" W, 200.26 feet to a tangent curve concave Southwesterly and having a radius of 15.00 feet; thence Northwesterly along last said curve through an angle of 90° 33' 40", an arc distance of 23.71 feet to a reverse curve concave Northerly and having a radius of 3527.00 feet; thence Westerly along said reverse curve through an angle of 1° 20' 40", an arc distance of 82.76 feet to a point in the Northerly prolongation of the Easterly line of Lot 12 of said Farris and Lyman's Subdivision and the true point of beginning of this description; thence Westerly along the Westerly continuation of said reverse curve from a tangent bearing S 88° 18' 41" W through an angle of 0° 33' 19", an arc distance of 40.34 feet; thence S 88° 58' 00" W, 19.56 feet to the Northerly prolongation of the Westerly line of said Lot 12; thence along last said prolongation S 0° 32' 03" E, 4.16 feet to the Northerly line of said Lot 12, thence along said Northerly line N 89° 29' 58" E, 59.90 feet to said Northerly prolongation of said Easterly line; thence along said prolongation of said Easterly line N 0° 32' 36" W, 4.94 feet to the true point of beginning.

APN: 5738-002-041

SCHEDULE 'B'

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PREPRINTED GENERAL EXCEPTIONS (SHOWN BELOW) AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2023 - 2024:

1 st Installment:	\$684.63 Paid
2nd Installment:	\$684.63 Open
Penalty:	\$78.46 (if unpaid by April 10, 2024)
Land Value:	\$39,086.00
Improvements:	\$25,888.00
Exemption:	\$0.00
Code Area:	07500
Assessment No.	5738-002-041

2. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction prior to Date of Policy.
4. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
5. The ownership of said land does not include rights of access to or from the street, highway, or freeway abutting said land, such rights having been relinquished by the document

Recorded:	December 5, 1973 as Instrument No. 2097 of Official Records
Affects:	Corson Street

6. The requirement that a complete copy of the **Miller Living Trust, dated May 9, 1988** and any amendments be submitted for review. This company reserves the right to request additional items and/or make additional requirements after reviewing said documents.
7. The requirement that a complete copy of the **Michael and Annalisa Regenfuss Family Trust, dated January 18, 2013** and any amendments be submitted for review. This company reserves the right to request additional items and/or make additional requirements after reviewing said documents.
8. **Please be advised that our search did not disclose any open Deeds of Trust of record. The company will require the enclosed affidavit be signed and notarized in Escrow and submitted to USA National Title prior to the close of escrow. If the affidavit is signed and notarized outside of the Escrow the company will require copies of two forms of valid photo ID.**
9. The company will require a Statement of Information from all parties to this transaction and the following parties.

Parties:	All Parties
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Please be sure said Statements are as complete as possible and signed by the respective parties.

The company may require Statements of Information from additional parties that the company deems necessary to issue the title policies contemplated by this transaction.

10. Rights of parties in possession.

To determine if the above referenced item can be deleted or modified the Company will require that the attached "Owners Title Affidavit" be completed by the owner of the estate described or referred to in Schedule A and be returned to USA National Title Company, Inc. as soon as possible prior to the close of escrow.

The purposes of the Owners Title Affidavit, is to provide the Company with certain information that cannot necessarily be ascertained by making a physical inspection of the land.

11. **This transaction may be subject to the current FinCEN Geographic Targeting Order issued by the Director of FinCEN pursuant to 31 U.S.C § 5326(a); 31 C.F.R. § 1010.3760; and Treasury Order 180-01. The policy issuing agent must be provided with certain information prior to closing pursuant to the GTO. This transaction will not be insured, and this issuing agent and/or its underwriter will not be involved in the closing and settlement until this information is reviewed by the issuing agent and submitted to FinCEN via the BSA E-Filing through the FinCEN e-file platform.**
12. **In the event the contemplated transaction involves a loan from a Non-Institutional Lender (i.e. Hard Money or Private Party, other than a Seller Carry Back Loan), please refer to the Requirements shown as Note #3 in the Preliminary Report.**

End of Schedule 'B'



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E-mail: tu30@usa-ntc.com

LENDER'S SUPPLEMENTAL REPORT

Order No.: 072336363-30

WE WISH TO REPORT THE FOLLOWING ITEMS, RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN POLICY:

NOTE 1: NONE OF THE ITEMS SHOWN HEREIN WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA LOAN POLICY WHEN ISSUED.

NOTE 2: THE COMPANY IS NOT AWARE OF ANY MATTERS WHICH WOULD CAUSE IT TO DECLINE TO ATTACH THE CLTA ENDORSEMENT FORM 116 INDICATING THAT THERE IS LOCATED ON SAID LAND: **A single family residence, more commonly known as: 1055 Locust Street, City of Pasadena, County of Los Angeles, State of California 91106.**

NOTE 3: THE FOLLOWING IS REPORTED FOR INFORMATION PURPOSES ONLY. THE ONLY CONVEYANCE(S) AFFECTING SAID LAND WITHIN **TWENTY-FOUR (24)** MONTHS OF THE DATE OF THIS REPORT ARE AS FOLLOWS: **NONE.**

NOTES AND REQUIREMENTS

NOTE 1: HOMEOWNER'S ASSOCIATION: If the contemplated transaction is for a property subject to membership in a homeowner's association, we will require that we be furnished with a written statement from the current Homeowner's Association, stating that all liens/dues are current. The statement should provide clearance up to the time of closing. In order to avoid delays in closing, please obtain said statement at least one week prior to close.

NOTE 2: PRIVATE PARTY DEED OF TRUST: If any Deed of Trust in favor of 'Private Parties' is to be omitted from Policy of Title Insurance, we will require that the original Note, Deed of Trust and properly executed and Notarized Request for Full Reconveyance be surrendered prior to the close of escrow. To avoid potential delays, please forward said document(s) at least one week prior to close.

NOTE 3: HARD MONEY OR PRIVATE LENDER TRANSACTIONS

A hard money loan is defined to be any real estate financing transaction where the lender is anyone other than: 1) a federal or state-regulated financial institution, such as a bank or insurance company; 2) a lender with a validated NMLS number; or 3) a seller of real property taking back a purchase money mortgage.

- a) Hard Money Loan Transactions in excess of \$1,000,000 will be subject to Underwriting Approval.
- b) Submission of 2 forms of IDs from ALL borrowers required. (1 photo ID and 2nd can be a non-photo ID (if credit card – only front photo of card is needed)
- c) No wire shall be sent to any party other than the record titleholder or titleholder entity of the property. No check or borrower proceeds shall be made payable to any party other than the record title holder titleholder entity of the.

NOTE 4: SHORT SALES

For "Short Sale" Transactions in which a lender will accept less than the outstanding balance of its loan as full satisfaction of the obligation: Prior to the issuance of a policy, USA National Title will require evidence that the first-position trust deed holder, has received and acknowledged all payments to be made to subordinate-position lien holders, regardless of whether such payments are to be made from proceeds or from contributions by real estate brokers and/or buyers in the subject transaction, or from other third-party sources. Evidence shall include but not be limited to: (a) a written demand from the first-position trust deed holder acknowledging and approving payments to subordinate-position lien holders from proceeds and otherwise; or (b) a supplemental letter or amended demand from the first-position lien holder acknowledging payments to be made to subordinate lien holders from sources other than proceeds (including broker commissions and additional buyer deposits).

NOTE 5: MAPS: The map(s) attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. USA National Title Company expressly disclaims any liability for alleged loss or damages which may result from reliance upon this map.

NOTE 6: FEES

Sub-Escrow Fees - USA National Title will be increasing Sub-Escrow Fees to \$160.00 for SALE transactions & \$70.00 for REFINANCE transactions, effective July 1, 2023.

PCOR - All Deeds require a Preliminary Change of Ownership form (PCOR). A PCOR must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. In the event the PCOR is not attached or is incomplete and not accepted by the County Recorder, an additional fee of \$20 will apply. State law also provides for a penalty of be levied if the Change of Ownership Report is not returned to the Assessor within a timely filing

period. The penalty for failure to file a Change in Ownership Statement is \$100 or 10% of the new tax bill, whichever is greater, but not to exceed \$2,500.

CA SB2 - The California (SB2) Housing and Jobs Act Fee is a recording fee imposed by the Building Homes and Jobs Act to fund affordable housing in California. The fee is \$75 per applicable document and/or document title. This fee is not applicable when there is transfer tax being paid, therefore, it does not apply on purchases.

NOTE 7: The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy) or if the property qualifies. If each insured to be named in Schedule A is not such a Natural Person or the property does not qualify, then a CLTA Owners Policy or 2006 ALTA Owners Policy will be issued with the following exceptions:

1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other fact which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien, for services, labor or materials unless such lien is shown by the Public Records at Date of Policy.



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PRIVACY ACT NOTICE

Title Number: **072336363**
Title Officer: **Rich Miehl / Unit 30**

USA National Title Company, has prepared this Privacy Act Notice to comply with the Gramm-Leach-Bliley Act, Public Law 106-102 and to inform you regarding its collection, storage and use of information that you and others give it during the processing of your escrow transaction. The information in this Privacy Act Notice applies to Escrow Holder's current and former clients.

1. Categories of Information Title Collects. We collect nonpublic personal information about you from the following sources:

A. Information from you in letters and other communications as well as in forms including Statement of Identity, data collection regarding the financial status of the property or you and on other forms; and

B. Information directly from third parties including real estate sales agent brokers, mortgage companies and lenders, title companies, contractors, bookkeepers and accountants, attorneys, homeowners associations, insurance agents, federal, state or local tax or government authorities or from officers who may give us information on forms by other methods including but not limited to, telephone, e-mail, facsimile transmission.

2. Categories of Parties To Whom Title Discloses. We may disclose nonpublic personal information about you to the following types of third parties:

A. Financial service providers such as title insurance and underwritten title companies, mortgage companies and lenders as well as insurance agents and companies associated with your escrow transaction.

B. Nonfinancial companies such as homeowners associations, attorneys, bookkeepers, and accountants, federal, state or local tax or government authorities, real estate sales agents and brokers associated with your escrow transaction.

C. Service providers including contractors, structural pest control operator, others rendering services to you or the real property or business that is the subject of this escrow transaction.

We may also disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law. Otherwise, we do not disclose personal or confidential information to anyone outside our company without your consent. We will adhere to the privacy policies and practices as described in this Privacy Act Notice.

We restrict access to our personal and title file information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Your information is stored in a secure place on a secure computer and in physical files. When we replace computers, we erase old disks or reformat them before disposal. When we dispose of old physical paper files, we have it shredded and recycled by a bonded security company.

You may direct all questions regarding the policies set forth in this Privacy Act Notice to your Title Officer.

Privacy Notice

The Doma Family of Companies

FACTS	What does the Doma family of companies do with your personal information?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number, date of birth and income • Transaction history and payment history • Purchase history and account balances 	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the Doma Family of Companies chooses to share, and whether you can limit this sharing.	
Reasons we can share your personal information		Does Doma share?
For our everyday business purposes Such as to process our transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes
For our marketing purposes To offer our products and services to you		Yes
For joint marketing with other financial companies		No
For our affiliates' everyday business purposes Information about your transactions and experiences		Yes
For our affiliates' everyday business purposes Information about your creditworthiness		No
For our affiliates to market to you		No
For our nonaffiliates to market you		No
To limit our sharing	<ul style="list-style-type: none"> • Call 1-866-929-7437 – our menu will prompt you through your choice(s) or • Visit us online: www.doma.com <p>Please note:</p> <p>If you are new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call 1 (866) 929-7437 or go to www.doma.com	

Privacy Notice

The Doma Family of Companies

Who we are	
Who is providing this notice?	The Doma Family of Companies (identified below), which offers title insurance and settlement services.
What we do	
How does Doma protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
How does Doma collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance; • Apply for financing; • Give us your contact information • Provide your mortgage information • Show your government-issued ID <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates are the entities comprising the Doma Family of Companies (listed below) and include companies with a Doma name; financial companies such as Doma Insurance Agency, Inc. and Doma Home Insurance Services, LLC; and nonfinancial companies such as Title Agency Holdco, LLC.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with can include collection agencies, our service providers, companies that perform marketing and advertising services on our behalf, and consumer reporting agencies.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Doma doesn't jointly market.
Other important information	
*For California residents: you may have additional rights under the California Consumer Privacy Act. For a description of those rights, please see our Doma Family of Companies' privacy policy located here: www.doma.com	

Privacy Notice

The Doma Family of Companies

The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc.	Doma Insurance Agency of Texas, Inc.
Doma Corporate, LLC	Doma Insurance Agency of Utah, LLC
Doma Customer Financing LLC	Doma Title Insurance, Inc.
Doma Home Insurance Services, LLC	Doma Trustee Services, LLC
Doma Insurance Agency, Inc.	Doma Title of California, Inc.
Doma Insurance Agency of Arizona, Inc.	Cura Home, Inc.
North American Title Company of Colorado Doma	NASSA LLC
Insurance Agency of Florida, Inc.	North American Title Company
Doma Insurance Agency of Colorado, Inc.	North American Title Insurance Company
Doma Insurance Agency of Florida, Inc.	North American Asset Development, LLC
Doma Insurance Agency of Illinois, Inc.	North American Services, LLC
Doma Insurance Agency of Indiana, LLC	Spear Agency Acquisition Inc.
Doma Insurance Agency of Louisiana, LLC	States Title Holding, Inc.
Doma Insurance Agency of Minnesota, Inc.	States Title, LLC
Doma Title Insurance Company of New York	Title Agency Holdco, LLC
Doma Title Agency of Nevada, Inc.	
Doma Insurance Agency of New Jersey, Inc.	



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ATTENTION ESCROW/LOAN OFFICER:

For your convenience, if needed:

Enclosed is an **Exhibit 'A'**, which contains the legal description of the subject property, to be attached to the documents being prepared for recordation with the County Records' Office.

EXHIBIT 'A'

Lot 12 of Farris and Lyman's subdivision of Lots 21 and 22 of the Lands of Mutual Orchard Company, in the City of Pasadena, County of Los Angeles, State of California, as per map recorded in Book 13 Page 30 of Miscellaneous Records of Los Angeles County.

Together with: That portion of Lot 1 in Block 11 of Olive Wood, as shown on map recorded in Book 7, Pages 16 and 17 of Miscellaneous Records, in the office of the County Recorder of said county, described as follows:

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APN: 5738-002-041

THIS AFFIDAVIT WHEN COMPLETED IS TO BE SIGNED AND NOTARIZED. BEFORE RETURNING, BE SURE TO COMPLETE ALL THE REQUIRED INFORMATION TO ENABLE THIS COMPANY TO PROPERTY PROCESS THE TRANSACTION PRESENTLY PENDING.

AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST

Each for himself and or herself, declare: That to my/our personal knowledge there are NO encumbrances in the form of a Mortgage or Deed of Trust against the property in this transaction.

That this declaration is made for the protection of all parties to this transaction, and particularly for the benefit of USA NATIONAL TITLE COMPANY and its Underwriter that are being asked to issue a policy or policies of title insurance in reliance thereon. That I/We will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of particular facts hereinabove set forth.

I/We are fully aware and know that USA NATIONAL TITLE COMPANY and its Underwriter will rely on this Affidavit and would not insure title without it. We also hereby agree to indemnify and hold USA NATIONAL TITLE COMPANY and its Underwriter harmless, and to become fully financially responsible for any loss that may occur, if any of the information, declarations, representations and answers turn out not to be true, correct and/or complete, whether by accidental omission or actual deceit and/or fraud.

TITLE ORDER NO: 072336363

PROPERTY ADDRESS: 1055 Locust Street, Pasadena, CA 91106

SELLER(S): Michael J. Regenfuss and Annalisa M. Regenfuss, Co-Trustees of the Michael J. Regenfuss and Annalisa M. Regenfuss Family Trust, dated January 18, 2013

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of:

On, _____ before me _____ Notary Public

Personally appeared _____

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL,

Signature: _____

(This area for official notarial seal)

OWNERS TITLE AFFIDAVIT

County of Los Angeles)
State of California)

The undersigned hereby states that:

1. The undersigned is the owner of real property commonly known as

_____ (the 'property') more particularly described in the PRELIMINARY REPORT dated _____ bearing Order No. 072336363.

2. The undersigned's possession of the property has been peaceful and undisturbed and the title thereto has never been disputed, questioned or rejected, nor insurance thereof refused. I know of no facts by reason of which said possession or title might be called into question, or by reason of which any part of the property, or any interest therein adverse to it might be set up.

3. There are no defects, liens, encumbrances, adverse claims or other matters affecting title to the property, recorded or unrecorded, other than those matters set forth in said PRELIMINARY REPORT.

4. There are no parties entitled to possession of the property other than the following:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Please check one:

___ THE ABOVE TENANTS HAVE NO RIGHTS OF FIRST REFUSAL OR OPTIONS TO PURCHASE THE PROPERTY.

___ THE ABOVE TENANTS HAVE RIGHTS OF FIRST REFUSAL OR OPTIONS TO PURCHASE THE PROPERTY.

5. No proceedings in bankruptcy have ever been instituted by or against the undersigned in any court of law of before any officer of any court in any state or territory of the United States, nor has the undersigned made, at any time, an assignment for the benefit of creditors, nor an assignment, now in effect, of the rents of the property or any part thereof.

6. There has been no work done, services rendered or materials furnished at the behest of the undersigned in connection with repairs, improvements or alterations or any similar activity at the property within 120 days prior to this date, except:

and there are no outstanding claims or persons entitled to claim for mechanics or materialman liens against said property except:

This affidavit is made for the purpose of inducing USA National Title to insure title to the property without exception to any claims arising from the matters referred to herein. The undersigned hereby indemnifies and holds USA National Title harmless from any loss or damage which it may sustain under its policies of title insurance to the extent any of the information contained herein is incorrect.

Signature

Signature

Printed Name

Printed Name

RECORDING REQUESTED BY:
USA National Title Company, Inc.

WHEN RECORDED MAIL TO:

Order No.: 072336363

Escrow No.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATION OF TRUST California Probate Code Section 18100.5

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as _____,
executed on _____, is a valid and existing trust.

2. The name(s) of the settlor(s) of the Trust is (are): _____

3. The name(s) of the currently acting trustee(s) is (are): _____

4. The trustee(s) of the Trust have the following powers (initial applicable line(s)):

_____ Power to acquire additional property.
_____ Power to sell and execute deeds.
_____ Power to encumber, and execute deeds of trust.
_____ Other: _____

5. The Trust is (check one): _____ Revocable _____ Irrevocable

The name of the person who may revoke the Trust is: _____

6. The number of trustees who must sign documents in order to exercise the powers of the Trust is (are): _____,
whose name(s) is (are): _____

7. Title to Trust assets is to be taken as follows: _____

8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.

9. I (we) am (are) all of the currently acting trustees.

10. I (we) understand that I (we) may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: _____

(Acknowledgement must be attached)

ACKNOWLEDGMENT

Title of Document: _____

Date of Document: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) SS.
County of _____)

On _____ before me, _____, a notary public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(NOTARY SEAL)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990 (11-09-18)
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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but 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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CALIFORNIA LAND TITLE ASSOCIATION

STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

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.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land. Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$10,000.00</u>
Covered Risk 18	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$25,000.00</u>
Covered Risk 21	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental policy power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$25,000.00</u>
Covered Risk 19	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are 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. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

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.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: *The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA LOAN POLICY (06-17-06)

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 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. 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 deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

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

NOTE: *The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:*

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Statement of Information

FILL OUT COMPLETELY AND RETURN

ESCROW NO.: _____

TITLE ORDER: **072336363-30**

NAME _____			SOC. SEC. NUMBER _____	
FIRST _____	FULL MIDDLE NAME _____	LAST _____	DRIVER'S LICENSE NO: _____	
DATE OF BIRTH _____	BIRTHPLACE _____	MAIDEN / FORMER NAME _____		
CELL PHONE _____	HOME PHONE _____	BUSINESS PHONE _____		
E-MAIL _____			PREFERRED METHOD OF CONTACT (EMAIL/TEXT/PHONE/MAIL) _____	
LIVED IN USA SINCE _____		LIVED IN CALIFORNIA SINCE _____		

PARTY 2 NAME _____			SOC. SEC. NUMBER _____	
FIRST _____	FULL MIDDLE NAME _____	LAST _____	DRIVER'S LICENSE NO: _____	
DATE OF BIRTH _____	BIRTHPLACE _____	MAIDEN / FORMER NAME _____		
CELL PHONE _____	HOME PHONE _____	BUSINESS PHONE _____		
E-MAIL _____			PREFERRED METHOD OF CONTACT (EMAIL/TEXT/PHONE/MAIL) _____	
LIVED IN USA SINCE _____		LIVED IN CALIFORNIA SINCE _____		

WE WERE MARRIED / BECAME DOMESTIC PARTNERS ON _____ AT _____

PREVIOUS MARRIAGE / DOMESTIC PARTNERSHIP (if no previous marriage/domestic partnership, write "NONE"):

PARTY 1 - NAME OF FORMER SPOUSE/RDP _____	<input type="checkbox"/> DECEASED	DATE _____
	<input type="checkbox"/> DIVORCED	CITY & STATE _____
PARTY 2 - NAME OF FORMER SPOUSE/RDP _____	<input type="checkbox"/> DECEASED	DATE _____
	<input type="checkbox"/> DIVORCED	CITY & STATE _____

INFORMATION COVERING PAST 10 YEARS:

Residence(s):

PARTY 1	NUMBER AND STREET _____	CITY _____	ZIP CODE _____	FROM _____	TO _____
	NUMBER AND STREET _____	CITY _____	ZIP CODE _____	FROM _____	TO _____
PARTY 2	NUMBER AND STREET _____	CITY _____	ZIP CODE _____	FROM _____	TO _____
	NUMBER AND STREET _____	CITY _____	ZIP CODE _____	FROM _____	TO _____

Employment:

PARTY 1:	FIRM NAME AND ADDRESS _____	CITY _____	ZIP CODE _____	FROM _____	TO _____
	FIRM NAME AND ADDRESS _____	CITY _____	ZIP CODE _____	FROM _____	TO _____
PARTY 2	FIRM NAME AND ADDRESS _____	CITY _____	ZIP CODE _____	FROM _____	TO _____
	FIRM NAME AND ADDRESS _____	CITY _____	ZIP CODE _____	FROM _____	TO _____

HAVE YOU OR YOUR SPOUSE/RDP OWNED OR OPERATED A BUSINESS?

YES NO IF SO, PLEASE LIST NAMES _____

I HAVE NEVER BEEN ADJUDGED BANKRUPT, NOR ARE THERE ANY UNSATISFIED JUDGMENTS OR OTHER MATTERS PENDING AGAINST ME WHICH MIGHT AFFECT MY TITLE TO THIS PROPERTY EXCEPT AS FOLLOWS: _____

THE STREET ADDRESS OF THE PROPERTY IN THIS TRANSACTION IS:

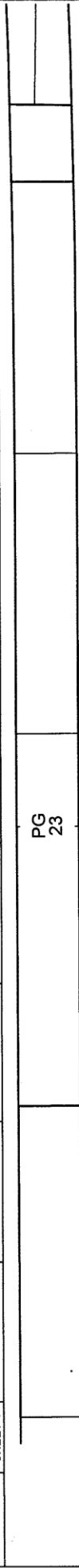
IMPROVEMENT: () SINGLE RESIDENCE () MULTIPLE RESIDENCE () COMMERCIAL
OCCUPIED BY: () OWNER () LESSEE () TENANTS
ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION: () YES () NO
HAS ANY CONSTRUCTION OR IMPROVEMENTS BEEN MADE TO THE PROPERTY IN THIS TRANSACTION DURING THE LAST SIX MONTHS?
() YES () NO

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Date: _____ X _____
(SIGNATURE - Party 1)

Date: _____ X _____
(SIGNATURE - Party 2)

PLEASE BE SURE YOU HAVE FILLED THIS FORM OUT COMPLETELY; COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER. THANK YOU.
USA National Title Company, Inc. maintains procedural safeguards that comply with federal standards to protect the confidentiality and security of non-public personal information. This statement will serve to establish identity, eliminate matters affecting persons of similar name, protect you against forgeries and speed the completion of your title and escrow services.



LANDS OF MUTUAL ORCHARD COMPANY IN SAN PASCUAL TRACT MR 4 - 355

LANDS OF MUTUAL ORCHARD COMPANY IN SAN PASCUAL TRACT MR 7 - 16 - 17

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