



5030 Camino De La Siesta #100
San Diego, CA 92108 • (619) 299-4800
California Department of Insurance License No. 5128-4
as Agent for Old Republic National Title Insurance Company

CORINTHIAN TITLE & ESCROW
5030 CAMINO DE LA SIESTA, STE 100
SAN DIEGO, CA 92108
ATTN: .

ORDER NO.: 99136-PD

PROPERTY: 3774-3780 5TH AVENUE, SAN DIEGO,
CA 92103



PRELIMINARY REPORT

In response to the above referenced application for a Policy of Title Insurance, Corinthian 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 land 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 referenced to as an Exception on Schedule B 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. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. 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 Limits 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.

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 thereto) 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.

Dated as of September 05, 2018 at 7:30am

Title Officer: **Petra Doering**
Title Officer Phone: **619-299-4800**
Title Officer Fax: **619-872-9333**
Title Officer Email: **TeamPetra@corinthiantitle.com**

Corinthian Title Company, Inc.

ORDER NUMBER: **99136-PD**

BY 
Authorized Signatory

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990
ALTA Extended Loan Policy (6-17-06)

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is **vested in:**

MICHAEL J. JESAITIS, AS TRUSTEE OF THE MICHAEL J. JESAITIS SEPARATE PROPERTY REVOCABLE TRUST (CREATED BY DECLARATION OF TRUST DATED 8/25/92)

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of SAN DIEGO, State of CALIFORNIA, and is described as follows:

PARCEL A:

LOTS 7 AND 8 IN BLOCK 6 OF NUTT'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 628, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 8, 1890.

APN: 452-056-13-00

PARCEL B:

LOTS 9 AND 10 IN BLOCK 6 OF NUTT'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 628, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 8, 1890.

APN: 452-056-14-00

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

A. **Property Taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2018-2019 which are a lien not yet payable.

B. **General and Special City and/or County taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2017-2018:

1st Installment:	\$3,510.00 PAID
2nd Installment:	\$3,510.00 PAID
Land:	\$318,219.00
Improvements:	\$237,511.00
Exemption:	\$7,000.00 HOMEOWNERS
Code Area:	08001

Assessment No.: 452-056-13-00

C. **General and Special City and/or County taxes**, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2017-2018:

1st Installment:	\$7,325.30 PAID
2nd Installment:	\$7,325.30 PAID
Land:	\$318,219.00
Improvements:	\$859,200.00
Exemption:	\$0.00
Code Area:	08001
Assessor's Parcel Number	452-056-14-00.

D. IF TAXES ARE POSTED PAID WITHIN 30 DAYS OF CLOSING, UNLESS PAID BY IMPOUND, PROOF OF CLEARED FUNDS WILL BE REQUIRED OR THE TAX AMOUNT PLUS ANY PENALTIES WILL BE HELD FOR 30 DAYS PAST THE POSTED DATE.

E. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

Exceptions:

1. **Water rights, claims or title to water** in or under said land, whether or not shown by the public records.

2. **An agreement** to which reference is made for full particulars dated , by and between GEORGE J. RODGERS AND THE CITY OF SAN DIEGO, regarding COVENANT TO HOLD PROPERTY AS ONE PARCEL, recorded [July 22, 1971 AS INSTRUMENT NO. 160090 OF OFFICIAL RECORDS](#).

SCHEDULE B
(CONTINUED)

3. **A deed of trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$600,000.00
Dated: 11/24/2010
Trustor: MICHAEL J. JESAITIS, AS TRUSTEE OF THE MICHAEL J. JESAITIS SEPARATE PROPERTY REVOCABLE TRUST CREATED BY DECLARATION OF TRUST DATED 8/25/92
Trustee: CALIFORNIA RECONVEYANCE COMPANY, A CALIFORNIA CORPORATION
Beneficiary: JPMORGAN CHASE BANK N.A.
Recorded: [December 07, 2010 AS INSTRUMENT NO. 2010-0673949 OF OFFICIAL RECORDS](#)
Loan No.: 100478675

4. **If Title is to be insured** in the trustee(s) of a trust (or if their act is to be insured), this Company will require a copy of the current Trust Certificate only.

NOTE: If one or more of the trustees have changed due to incapacitation or death then an additional requirement of a FULL COPY of the trust, along with any amendments to the trust, be provided for review prior to the close of Escrow.

Name of Trust: THE MICHAEL J. JESAITIS SEPARATE PROPERTY REVOCABLE TRUST
(CREATED BY DECLARATION OF TRUST DATED 8/25/92)

5. **We will require a Statement of Information** from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: MICHAEL J. JESAITIS

(Note: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file).

FAILURE TO PROVIDE THE STATEMENT(S) OF INFORMATION IN A TIMELY MANNER MAY DELAY THE CLOSING OF THIS TRANSACTION.

SCHEDULE B
(CONTINUED)

6. **We will require a Statement of Information** from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: BUYERS

(Note: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file).

FAILURE TO PROVIDE THE STATEMENT(S) OF INFORMATION IN A TIMELY MANNER MAY DELAY THE CLOSING OF THIS TRANSACTION.

7. **Matters** which may be disclosed by an inspection or by a survey of said land satisfactory to this Company, or by inquiry of the parties in possession thereof.

An inspection of said land has been ordered; upon its completion we will advise you of our findings.

8. **Rights** of parties in possession.
9. **Rights of tenants** in possession of said land by reason of unrecorded leases. Kindly forward said lease, or a current certified tenant rent roll.

END OF EXCEPTIONS

Typist Initials: MD

NOTES AND REQUIREMENTS

1. If the contemplated Insured (Buyer) to be named in Schedule A of the policy is not a natural person, an "ALTA Homeowner's Policy of Title Insurance" will NOT be available for issuance and a "CLTA Standard Coverage Policy" may be issued. A natural person is a human being, not a commercial or legal organization or entity. Natural person includes a trustee of a trust, even if the trustee is not a human being. Contact the Corinthian Title Company title officer named on this Preliminary Title Report with any questions.
2. None of the items in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
3. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said land a COMMERCIAL PROPERTY known as 3774-3780 5TH AVENUE, SAN DIEGO, CALIFORNIA to an extended coverage policy.
4. **There are NO conveyances** affecting said land, recorded with the County Recorder within 24 months of the date of this report.
5. **NOTE:** The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
6. **NOTE:** Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee **must** be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

"The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full."

In the event that the reconveyance fee and the assignment, release or transfer thereof are **not** included within the demand statement, then Corinthian Title Company, Inc. may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.
7. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

END OF NOTES AND REQUIREMENTS

NOTES AND REQUIREMENTS
(CONTINUED)

Corinthian Title Company, Inc.

**Privacy Policy Notice
PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with nonaffiliated third parties unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Corinthian Title Company, Inc..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order 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.

Notice of Available Discounts

Old Republic National Title Insurance Company is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one-to-four family dwelling.

Such discounts apply to and include:

Property being refinanced. Please talk to your escrow or title officer to determine your qualification for any of these discounts.

EXHIBIT A: LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

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

ALTA 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 police 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.

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000.00

EXHIBIT A: LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
 - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
 - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
 - a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substancesunless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement 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; or
 - f. environmental protection,if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.

EXHIBIT A: LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

16. Because of an existing violation of a subdivision law or regulation affecting the Land:
 - a. You are unable to obtain a building permit;
 - b. You are required to correct or remove the violation; or
 - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
 - a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date - other than boundary walls or fences - which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

EXHIBIT A: LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

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 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of CALIFORNIA, County of SAN DIEGO, and described as follows:

PARCEL A:

LOTS 7 AND 8 IN BLOCK 6 OF NUTT'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 628, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 8, 1890.

APN: 452-056-13-00

PARCEL B:

LOTS 9 AND 10 IN BLOCK 6 OF NUTT'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 628, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON APRIL 8, 1890.

APN: 452-056-14-00

STATEMENT OF INFORMATION

CONFIDENTIAL INFORMATION STATEMENT TO BE USED IN CONNECTION WITH ORDER NO. _____

COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU

THE STREET ADDRESS of the property in this transaction is: (If none, leave this section blank)					
ADDRESS: _____			CITY: _____		
IMPROVEMENTS: <input type="checkbox"/> SINGLE RESIDENCE <input type="checkbox"/> MULTIPLE RESIDENCE <input type="checkbox"/> COMMERCIAL OCCUPIED BY: <input type="checkbox"/> OWNER <input type="checkbox"/> LESSEE <input type="checkbox"/> TENANTS ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
NAME			SPOUSE'S NAME		
_____ FIRST	_____ MIDDLE	_____ LAST	_____ FIRST	_____ MIDDLE	_____ LAST
_____ BIRTHPLACE		_____ BIRTH DATE	_____ BIRTHPLACE		_____ BIRTH DATE
I HAVE LIVED IN CALIFORNIA SINCE _____		_____ SOCIAL SECURITY NUMBER	I HAVE LIVED IN CALIFORNIA SINCE _____		_____ SOCIAL SECURITY NUMBER
DRIVER'S LICENSE NO. _____			DRIVER'S LICENSE NO. _____		
MAIDEN NAME (if applicable) _____			MAIDEN NAME (if applicable) _____		
WE WERE MARRIED ON _____			AT _____		
RESIDENCE(S) FOR LAST 10 YEARS					
_____ NUMBER AND STREET		_____ CITY	_____ FROM	_____ TO	
_____ NUMBER AND STREET		_____ CITY	_____ FROM	_____ TO	
_____ NUMBER AND STREET		_____ CITY	_____ FROM	_____ TO	
_____ NUMBER AND STREET		_____ CITY	_____ FROM	_____ TO	
OCCUPATION(S) FOR LAST 10 YEARS					
HUSBAND					
_____ PRESENT OCCUPATION		_____ FIRM NAME & ADDRESS		_____ NO.OF YEARS	
_____ PRIOR OCCUPATION		_____ FIRM NAME & ADDRESS		_____ NO.OF YEARS	
_____ PRIOR OCCUPATION		_____ FIRM NAME & ADDRESS		_____ NO.OF YEARS	
WIFE					
_____ PRESENT OCCUPATION		_____ FIRM NAME & ADDRESS		_____ NO.OF YEARS	
_____ PRIOR OCCUPATION		_____ FIRM NAME & ADDRESS		_____ NO.OF YEARS	
_____ PRIOR OCCUPATION		_____ FIRM NAME & ADDRESS		_____ NO.OF YEARS	
FORMER MARRIAGES: IF NO FORMER MARRIAGES, WRITE "NONE" _____					
NAME OF FORMER SPOUSE _____					
IF DECEASED: DATE _____ WHERE _____					
CURRENT LOAN(S) ON PROPERTY					
PAYMENTS ARE BEING MADE TO:					
1. _____		2. _____		3. _____	
HOMEOWNERS ASSOCIATION _____ PHONE () _____					

Date: _____ Signature: _____

Home Phone: _____ Business Phone: _____

TRUST CERTIFICATION PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5

I (We), _____
(Name of Trustee(s))

Trustees of the _____
(Name of Trust)

(hereinafter referred to as "The Trust"), confirm the following facts:

1. The Trust is currently in existence and was created on _____
(date of creation of trust)

2. The Settlor(s) of The Trust are as follows:

3. The currently acting Trustee(s) of The Trust is (are):

4. The power of the trustee(s) includes
a. The power to sell, convey and exchange: Yes No
b. The power to borrow money and encumber the trust property with a deed of trust or mortgage:
 Yes No

5. The Trust is: (select one) Revocable Irrevocable
And the following party(ies), if any, is/are identified as having the power to revoke the trust:

6. The Trust does does not have multiple trustees. If the trust has multiple trustees, the signatures of all the trustees or of any _____ of the trustees is required to exercise the powers of the trust.

7. The Trust identification number is: _____
(Social Security or Employee Identification Number)

8. Title to assets of The Trust shall be taken in the following fashion:

The undersigned trustee(s) hereby declare(s) that the trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect. This certification is being signed by all of the currently acting trustees and is being executed in conformity with the provisions of California Probate Code Section 18100.5, Chapter 530, Statutes of 1993.

Dated: _____

(This form must be acknowledged)

California All-Purpose Acknowledgement

Civil Code § 1189

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, _____
(Date) (Here Insert Name and Title of the Officer)

personally appeared _____
(Name(s) of Signer(s))

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 on 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 _____

(Seal)

OPTIONAL INFORMATION

Description or Title of the Attached Document:
TRUST CERTIFICATION PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5

Number of Pages: _____ Document Date: _____

Capacity Claimed by Signer(s): TRUSTEE(S)

