

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

ALTA Short Form Commitment (10/16/2008)

OCT Loan Test Company
 640 N. Tustin Avenue #103
 Santa Ana, CA 92705

Attention: Linda M. Rose**Your no.:** ballard**Schedule A**

This Short Form Commitment (Commitment) incorporates by reference the terms and conditions of the American Land Title Association (ALTA) Plain Language Commitment (06/17/06). The expiration date of the Company's obligation hereunder is six months from the Commitment Date. This is not a commitment for an owner's policy of title insurance.

1.	Effective Date:	February 26, 2011 at 7:30 AM	Commitment Issue Date:	November 4, 2014
			Commitment No.:	150-1009548-09.C107

2. Policy or Policies to be issued
Policy: C.L.T.A. Standard Coverage Policy - 1990 (Owners Policy or Joint Protection)
Policy Amount: \$25.00
Premium Amount: *

*The premium for the requested title work shall be split between the agent and underwriter 88%-12%.

Proposed Insured: OCT Loan Test Company

3. A fee, as to parcel(s) test; an easement, as to parcel(2) 2 interest in the land described in this Commitment is vested, at the Commitment dated by:

abc

4. The land referred to in this Commitment is described as follows:

Property Address: 123 Test StA2, in an unincorporated area known as Long Beach, County of Madera, State of California.

test

Assessor's Parcel Number(s): 2-123-456-8

Valid only if Schedule B and Cover are attached

**Schedule B – Section I
Requirements**

The following requirements must be met:

- A. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- B. Pay us the premiums, fees and charges for the policy.
- C. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- D. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions
- E. Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.
- F. An instrument, upon the terms and conditions contained therein
Entitled:
Dated:
Executed by and between:
Recorded: 4/30/2010 as Instrument No [2010-168525](#), Official Records.

Covenants, conditions and restrictions in an instrument recorded [abc](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3604 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.

"NOTE: section 12955 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12955 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."

- G. An agreement, upon the terms, covenants and conditions contained therein
Regarding: 1
Executed by and between: 2 and 3
Recorded: 4, as Instrument No. [5](#), Official Records
- H. An agreement, upon the terms, covenants and conditions contained therein
Regarding:
Executed by and between: 1 and 1
Recorded: 4/30/2010, as Instrument No. [2010-168525](#), Official Records

- I Water rights, claims or title to water, whether or not disclosed by the Public Records.
- A) Covenants, Conditions and Restrictions, if any, appearing in the Public Records, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
- B) Easements or servitudes appearing in the Public Records.
- C) Leases, grants, exceptions or reservations of minerals or mineral rights appearing in the Public Records.
- D) Loss or damage by reason of any violation, variation, encroachment or adverse circumstances affecting the title that would have been disclosed by an accurate survey.
- E) Future Homeowner Association assessments.
- J A Deed of Trust to secure the indebtedness of
Amount: \$**a**
Trustor: **2**
Trustee: **3**
Beneficiary: **4**
Dated: **5**
Recorded: **6** as **789**, Official Records.
- K Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.
- L Covenants, conditions and restrictions in an instrument recorded [abcd](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3604 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.
- "NOTE: section 12955 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12955 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."
- M The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the state of California
- General and Special taxes for the fiscal year 2013-2014, including any assessments collected with taxes. A lien not yet payable.
- First installment due and payable November 1, 2013, delinquent if not paid by 12/10/13
Second installment due and payable February 1, 2014, delinquent if not paid by 4/10/14
- Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.

- N Covenants, conditions and restrictions in an instrument recorded [ccc](#), which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3604 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.

"NOTE: section 12955 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12955 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."

- O The following taxes have all been paid and are reported for proration purposes only. General and Special taxes for the fiscal year 2012-2013.

Total amount	\$eee
1st installment	\$6,772.04
2nd installment	\$5
Code area	06-12-2014
Parcel No.	0218-042-02-0-000
Exemption	\$55

The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the state of California

The above taxes cover Lot 16.

Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.

- P Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.

- Q Any facts, rights, interest or claims which a correct survey would show.

- R Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.

- S Rights of parties in possession of said land by reason of unrecorded leases, if any. Please forward said leases for our examination.

- T The effect of documents, proceedings, liens, decrees or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and will require a statement of information from all parties involved in this transaction.

- U The effect of documents, proceedings, liens, decrees or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and will require a statement of information from all parties involved in this transaction.

Valid only if Schedule B and Cover are attached

**Schedule B – Section II
Exception**

The Policy or Policies to be issued will contain the following exceptions unless they are taken care of the satisfaction of the Company:

- 1) Any facts, rights, interests, or claims that are not shown by the Public Record but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2) Easements, liens or encumbrances, or claims thereof, not shown by the Public Records**
- 3) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4) (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.**
- 5) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this commitment.**

End of Schedule B

“NOTES AND REQUIREMENTS SECTION”

Note No. 1

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

NOTE NO. 2 PAYOFF INFORMATION:

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

Note No. 3

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

Notice Regarding Your Deposit of Funds

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow. If funds are to be deposited with

Orange Coast Title Company by wire transfer, they should be wired to the following bank/account:

Wiring Instructions for This Office:

**Citizens Business Bank
301 Vanderbilt Way
San Bernardino, CA 92408
Account No. 245123027
ABA 122234149
Account name: Orange Coast Title Company
Reference Order No. 150-1009548-09
and Mari Hayes, Title Officer**



Orange Coast Title Company

2411 W. La Palma Ave #300
Anaheim, CA 92801
714-822-3211

OCT Loan Test Company
640 N. Tustin Avenue #103
Santa Ana, CA 92705

Attention: Linda M. Rose
Borrower: Entity Name1\Doe\Test Entity\Test Entity2\Last

Lenders supplemental report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.

B. The improvements on said land are designated as:

A single family residence

1: 123 Test StA2, in an unincorporated area known as Long Beach, County of Madera, State of California.

A commercial property known as

1: 123 Test St122A, in an unincorporated area known as Cypress, County of Orange, State of California.

C. The only conveyance(s) affecting said land recorded within 1 months of the date of this report are as follows:

Grantor: 6
Grantee: 7
Recorded: 1/1/2013 as Instrument No. 235, Official Records.

Grantor: 1
Grantee: 1
Recorded: 1/1/2014 as Instrument No.

Grantor: 123
Grantee: 222
Recorded: 1/25/2002 as Instrument No. [2002-123456](#), Official Records.

Grantor: 123
Grantee: 333
Recorded: 1/1/2010 as Instrument No. 55555, Official Records.

The following items affect Parcel abc

Orange Coast Title Company
PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Opting Out

We may also share the information we collect about you within our family of companies (our “Affiliated Companies”). We may also provide this information to companies that perform marketing or other services on our behalf, or on behalf of our Affiliated Companies (“Service Providers”). However, we will not share this information with our Affiliated Companies or our Service Providers if you choose to opt out, in writing. To opt out, please use the form entitled “Request Not to Share Nonpublic Personal Information”, which is attached hereto. This form provides instructions on how to request us not to share information with third parties.

Please be aware that Orange Coast Title Company and its Affiliated Companies maintain high standards to safeguard nonpublic, personal information, and do not rent or sell such information. Please note, however, that unless you opt out in writing, our Affiliated Companies and Service Providers will have access to the information in our files.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will provide the new Privacy Policy and the ability to opt out (as required by law) before the new policy becomes effective.

REQUEST NOT TO SHARE NONPUBLIC PERSONAL INFORMATION

Please read the following information carefully.

Orange Coast Title Company may share nonpublic, personal information we collect about you within our family of companies (our “Affiliated Companies”). We may also provide this information to companies that perform marketing or other services on our behalf, or on behalf of our Affiliated Companies (“Service Providers”). By sharing this information, we can better understand your service needs. We can then send you notification of new products and services offered by Orange Coast Title Company, its Affiliated Companies or its Service Providers that you may not otherwise know about.

However, you may prohibit the sharing of non-public personal information within our Affiliated Companies, or with any third parties at any time. If you would like to limit disclosures of non-public, personal information about you as described herein, please check the appropriate box or boxes to indicate your privacy choices, and return this form to us at the address below.

- ☐ Please do not share personal information about me with non-affiliated third parties.
- ☐ Please do not share personal information about me with any of your Affiliated Companies except as necessary to effect, administer, process, service or enforce a transaction requested or authorized by me.
- ☐ Please do not contact me with offers of products or services by mail.
- ☐ Please do not contact me with offers of products or services by e-mail.
- ☐ Please do not contact me with offers of products or services by telephone.

<input type="text"/>	<input type="text"/>
Name	Company Name
<input type="text"/>	<input type="text"/>
Address	Address
<input type="text"/>	<input type="text"/>
City, State, Zip	City, State, Zip
<input type="text"/>	<input type="text"/>
Phone Number	Phone Number
<input type="text"/>	<input type="text"/>
E-mail address	E-mail address

Orange Coast Title Company
2411 W. La Palma Ave #300
Anaheim, CA 92801
714-822-3211

TAX CERTIFICATION

Exhibit “A”

test

STATEMENT OF FACTS**CONFIDENTIAL INFORMATION FOR YOUR PROTECTION**

This statement is to be signed personally by each party to the transaction and by both husband, wife or domestic partner before title insurance can be written. When filled in completely it will serve to establish identity, eliminate matters affecting persons of similar name, protect you against forgeries, and speed the completion of your transaction.

MY FULL NAME (First, Middle, Last) _____ Date of Birth : _____
 Business Ph: _____ Home Ph: _____ Birthplace: _____
 SS# _____ Driver's License No. _____ Expiration Date _____ State Issued _____

I have lived continuously in the USA since: _____

Full name of spouse/domestic partner: (First, Middle, Last) _____

Spouse/domestic partner's Birthplace: _____ Date of Birth: _____

Spouse/domestic partner's SS# _____ I have lived continuously in the USA since: _____

We were married/legally joined on : _____ at _____

Spouse/domestic partner's maiden name: _____

RESIDENCES & OCCUPATIONS DURING PAST 10 YEARS

Street _____ City _____ From _____ to _____

Street _____ City _____ From _____ to _____

Street _____ City _____ From _____ to _____

OCCUPATIONS

(Husband/Domestic partner) Firm Name: _____ Location: _____

Firm Name: _____ Location: _____

Firm Name: _____ Location: _____

(Wife/Domestic partner) Firm Name: _____ Location: _____

Firm Name: _____ Location: _____

Firm Name: _____ Location: _____

Any Former

(If no former marriage/union, write "none" Otherwise complete the following)

Name of former wife/domestic partner: _____

Marriages

Deceased: ____ Divorced: ____ Interlocutory: ____ Final: ____ When: ____ Where: ____

(check one item -
fill in date & place)

Name of former husband/domestic partner: _____

Deceased: ____ Divorced: ____ Interlocutory: ____ Final: ____ When: ____ Where: ____

There are no leases, defects, encumbrances, adverse claims, or other matters affecting said property other than as

Shown on the Preliminary Report prepared by: _____

Bearing the above referenced order number dated: _____

There is no-one in possession or entitled to possession of said property other than the Vestee shown in said

Preliminary Report except: _____

There is no work of improvement in progress and no such work has been completed within one year of this date:

(Circle One)

YES

NO

The Street address of the property in this transaction is: _____

Single Family Residence: ____ Multiple Residence: ____ Commercial: ____ Vacant Land: ____

Occupied By: Owner: ____ Lessee: ____ Tenants: ____

Is any portion of new loan funds to be used for construction? (circle one)

YES

NO

Date: _____

(Signature)

Order No: _____ 150-1009548-09

(Signature)

test