

Preliminary Report

Fidelity National Title - LA
5000 Van Nuys Blvd., Suite 500
Sherman Oaks, CA 91403
Phone: 818-881-7800
Fax: (818) 475-5013

Title Officer: Albert Wassif
Email: Team.Albert@fnf.com
Phone No.: 818-881-7800
Fax No.: (818) 475-5013
File No.: 1500-2402842

Property Address: 10425 Independence Ave, Chatsworth, CA 91311-2337

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PRELIMINARY REPORT



5000 Van Nuys Blvd., Suite 500
Sherman Oaks, CA 91403

Prelim Number:

1500-2402842

Issuing Policies of **Fidelity National Title Insurance Company**

Fidelity National Title Company
5000 Van Nuys Blvd., Suite 500
Sherman Oaks, CA 91403
Phone No.: 818-881-7800
Fax: 818-776-8528

Title Officer.: Albert Wassif
Email: Team.Albert@fnf.com
Phone No.: (818) 758-5718
Fax No.: (818) 475-5013
File No.: 1500-2402842-AW

Public Administrator Operations
320 West Temple Street
Los Angeles, CA 90012
Attn: Racquel Ching

Ref. No.:

Property: 10425 Independence Ave, Chatsworth, CA 91311-2337

In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** 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 referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

Countersigned By:

Authorized Officer or Agent
Cindy Fried

Effective date: February 5, 2024 at 07:30 AM

The form of Policy or Policies of Title Insurance contemplated by this Report is:

ALTA Homeowner's Policy of Title Insurance 2021

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

A FEE

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

Lois C. Milner, as Trustee of the Lois C. Milner Living Trust, U/A Dated October 6, 2017

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT A
Legal Description

For APN/Parcel ID(s): 2706-019-021

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: THE EAST 300 FT. OF LOT 158 OF TRACT NO. 7754, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 9 AND 10 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: THE EAST 300 FT. OF LOT 157 OF TRACT NO. 7754, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 91, PAGES 9 AND 10 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTIONS

At the date hereof, items to be considered and exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 00016
Tax Identification No.: [2706-019-021](#)
 Fiscal Year: 2023-2024
 1st Installment: \$5,075.29, Unpaid Delinquent + Penalty Amount \$507.52
 2nd Installment: \$5,075.27, Open
 Exemption: \$0.00
 Land: \$405,740.00
 Improvements: \$404,648.00
 Personal Property: \$0.00
 Bill No.: Not Shown
 Tracer No.: 00016

3. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year 2022-2023

Default No.: 2706-019-021

Amounts to redeem for the above-stated fiscal year (and subsequent years if any) are:

Amount: \$66,157.53, by February 29, 2024
 Amount: \$66,808.17, by March 31, 2024

4. 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 occurring prior to Date of Policy.

Note: If said supplementals (if any) are not posted prior to the date of closing, this company assumes no liability for payment thereof.

5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. Any matters arising with regard to assessments of documentary transfer tax related to the measures below.

NOTICE: Certain cities in Los Angeles County impose a documentary transfer tax that is in addition to the Los Angeles County documentary transfer tax of \$.55 per \$500 (\$1.10 per \$1,000) based upon the purchase price or value of the property transferred. Additional transfer tax is imposed by the following cities in Los Angeles County:

Culver City
 Los Angeles
 Pomona
 Redondo Beach
 Santa Monica

For details about these taxes, please contact your title officer or escrow officer. Please be advised that, in the City of Santa Monica, effective March 1, 2023, for transfers of property with a sale price or value of \$8,000,000 or more, there will be a new, additional transfer tax of \$5.60 per \$100 (\$56.00 per \$1,000). In the City of Los

Angeles, effective April 1, 2023, for transfers of property with a sale price or value of \$5,000,000 up to \$10,000,000, there will be a new, additional transfer tax of 4% of the entire sale price or value; for transfers with a sale price or value of \$10,000,000 or more, there will be a new, additional transfer tax of 5.5% of the entire sale price or value.

7. Any easements not disclosed by the Public Records as to matters affecting title to real property, whether or not said easements are visible and apparent.
8. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document.

Recording No.: [Book 3533, Page 70](#), of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recording No.: [Book 6178, Page 391](#), of Official Records

9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately.

In order to close this pending transaction, we will need the following information:

- 1) Completion of the attached Owner's Declaration
 - 2) Completed Escrow Owner Information Sheet
 - 3) A statement from escrow providing the complete name of the account that proceeds are going to.
- Company reserves the right to add additional items and/or make further requirements after review of the requested documentation.

END OF EXCEPTIONS

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

REQUIREMENTS

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

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 affect 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.

2. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

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 Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

3. The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Name of Trust: Lois C. Milner, as Trustee of the Lois C. Milner Living Trust, U/A Dated October 6, 2017

END OF REQUIREMENTS

INFORMATIONAL NOTES

1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
2. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
3. Note: 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 Single Family Dwelling, known as 10425 Independence Ave, Chatsworth, California, to an Extended Coverage Loan Policy.
4. 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.
5. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
6. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
7. Unless this company is in receipt of WRITTEN instructions authorizing a particular policy, Fidelity Title will AUTOMATICALLY issue the American Land Title Association Homeowner's Policy (02/03/10) for all qualifying residential 1-4 properties/transactions to insure the buyer at the close of escrow.
8. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the 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 faced typed 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.
9. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

10. 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 are not included within the demand statement, then Fidelity National Title Insurance Company and its Underwritten Agent 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.

11. Note: Part of the RESPA Rule to simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Fidelity National Title Company retains 88% of the total premium and endorsements.

Line 1108 used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Fidelity National Title Insurance Company retains 12% of the total premium and endorsements.

12. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

END OF INFORMATIONAL NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

ATTACHMENT ONE

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 or 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)

ATTACHMENT ONE (CONTINUED)

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)

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
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:

	<u>Your Deductible Amount</u>	<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 \$5,000.00 (whichever is less)	\$ 25,000.00
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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/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.

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

	<u>Your Deductible Amount</u>	<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 \$5,000.00 (whichever is less)	\$ 25,000.00
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

ATTACHMENT ONE (CONTINUED)

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. 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:

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.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S 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.



Under 31 U.S.C. § 5326(a), the Treasury Department's Financial Crimes Enforcement Network (FinCEN) issued a Geographic Targeting Order to title insurance companies requiring the collection of beneficial ownership information for certain real estate transactions.

Please complete the below questionnaire. This Company will rely on the answers provided to meet its reporting obligations.

Who is completing this form?

Name	Position/Title	Company/Law Firm	
Postal Address (Headquarters)	City	State	Zip
Phone	Email	Fax	

Transactional Information

Property Address (If multiple properties see NOTE below):			
City	State	Zip	County
Date of Settlement	Total purchase price (If multiple properties see NOTE below) \$		
Type of Transaction: <input type="checkbox"/> Residential (1-4 family) <input type="checkbox"/> Commercial		Bank Financing: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Purchaser type: <input type="checkbox"/> Natural Person <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other			

NOTE: If more than one property is purchased, list each address and purchase price on an addendum.

Purchase Funds Information

Total Amount paid by below instruments: \$	
Which type of Monetary Instruments were used (Use check boxes below)	
<input type="checkbox"/> U.S. Currency (Paper money and coin)	
<input type="checkbox"/> Foreign Currency	Country:
<input type="checkbox"/> Cashier's check(s)	<input type="checkbox"/> Money order(s)
<input type="checkbox"/> Certified check(s)	<input type="checkbox"/> Personal or Business check(s)
<input type="checkbox"/> Wire or other funds transfer(s)	<input type="checkbox"/> Virtual Currency



Individual Primarily Representing Purchaser

(Defined as the individual authorized by the entity to enter into legally binding contracts.)

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)			
Type of ID		Issuing State or Country	Gov't ID No.
Last Name		First Name	M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>	% of ownership
Address		City	State Zip

Purchaser's Name and Address

Name of Purchaser			
Taxpayer ID No. or EIN <i>(if none write N/A)</i>		Doing Business Name (DBA) <i>(if none write N/A)</i>	
Address		City	State Zip

Complete the following pages if the real estate purchase is being made by a corporation, LLC, partnership, or other legal entity. (Do not report trusts.)

For Corporations, LLCs, Partnerships and Other Entities provide the information for:

- Each **BENEFICIAL OWNER** defined as an individual who, directly or indirectly, owns Twenty-Five Percent (25%) or more of the equity interests of the Purchaser.
- If a legal entity or a series of legal entities own the equity interests of the Purchaser, provide information for each **BENEFICIAL OWNER**, of each legal entity in the series of legal entities.

(Note: It is NOT necessary to complete the address fields if the information is on a legible copy of the government issued ID submitted to the title underwriter.)



ALTA INFORMATION COLLECTION FORM

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>		% of ownership
Address		City		State Zip



ALTA INFORMATION COLLECTION FORM

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>		% of ownership
Address		City		State Zip



Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>		% of ownership
Address		City		State Zip

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)				
Type of ID		Issuing State or Country		Gov't ID No.
Last Name		First Name		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. <i>(if none write N/A)</i>		% of ownership
Address		City		State Zip

I declare that to the best of my knowledge, the information I have furnished is true, correct and complete. I understand that this Title Company will rely on this information for the purposes of completing any reports made pursuant to an obligation under 31 U.S.C. § 5326(a).

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signature:	Date:
Type or Print Name:	Title:

Revised
 9-15-59
 2-25-64
 7-21-61
 8-14-64
 250829006
 79026311
 790521209
 790910312
 830621504-84

1999100403008001-02
 10-6-64
 12-1-64
 2-13-65
 811214507
 820727804

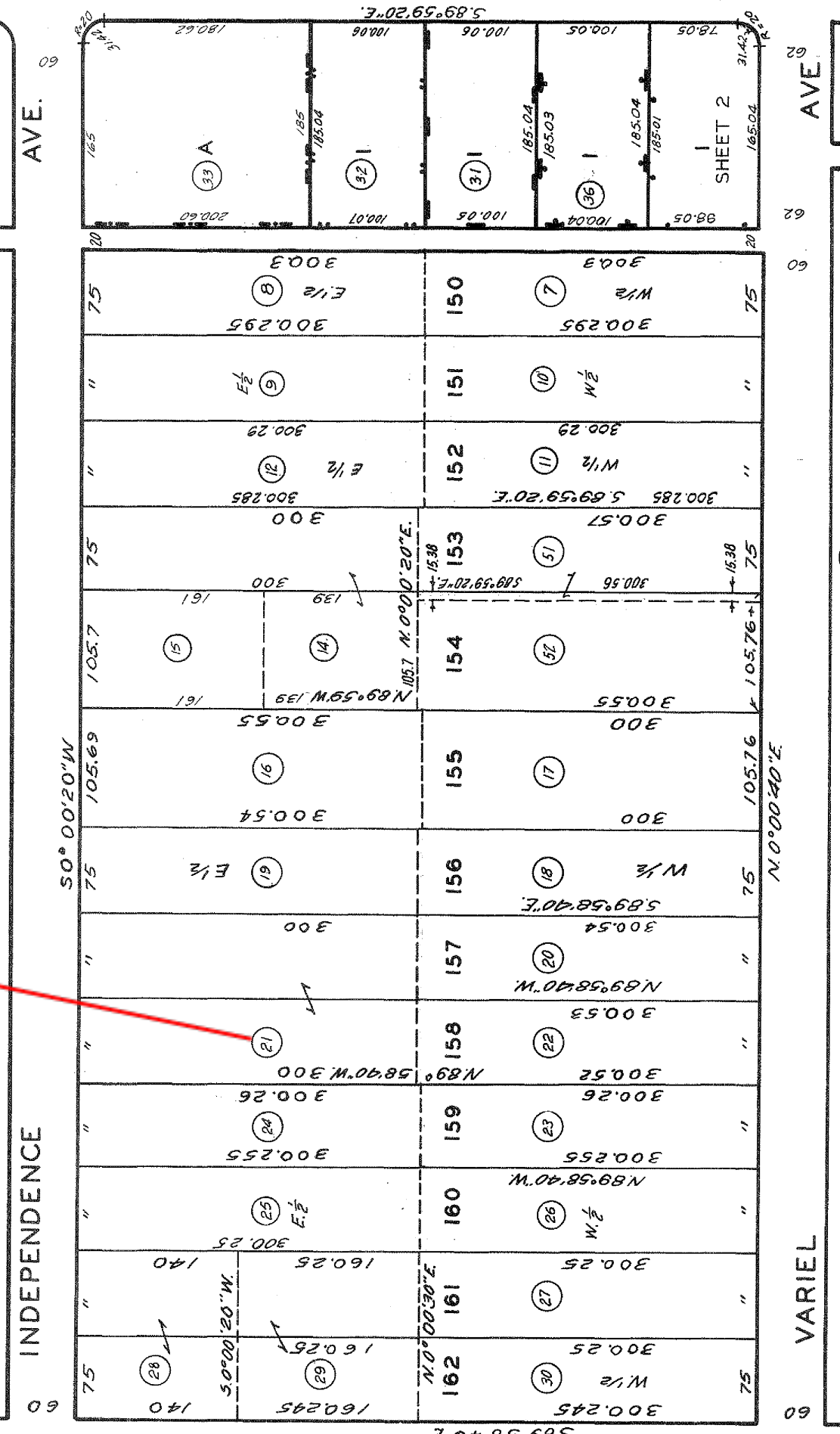
BK
 2747

16 19
 SHEET I
 1" = 100'
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This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



TRA
 16



20

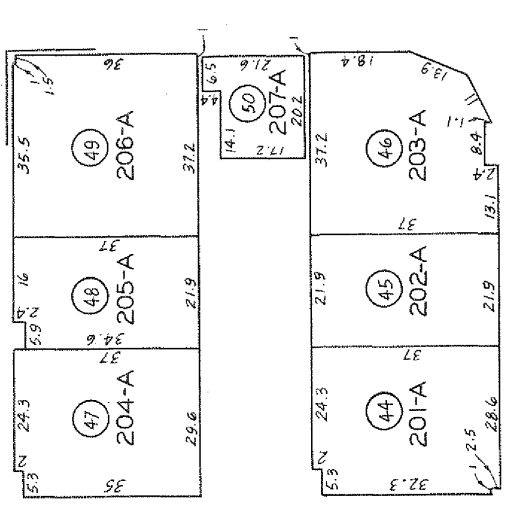
PARCEL MAP P.M. 106-69-70
 CONDOMINIUM
 TRACT NO. 42397 M.B. 1007-13-14

M.B. 91-9-10
 M.B. 854-17-18
 M.B. 907-67-68
 M.B. 993-1-2

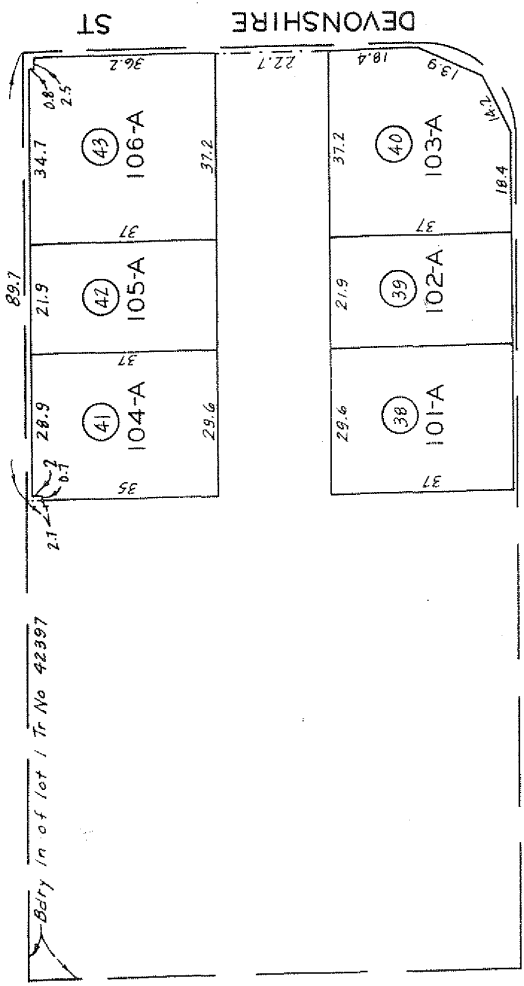
TRACT NO. 7754
 TRACT NO. 31491
 TRACT NO. 31691
 CONDOMINIUM
 TRACT NO. 42142
 FOR PREV. ASSMT. SEE:
 2725-11

The assessment of units in the following Airspace Plans, includes all rights and interests in the common areas as set forth in deeds of record.

Airspace Plan Reference	Common Area		Subdivision of Airspace
	Tract No.	Lots	
#902831	9-3-82	1	Condo Sheet 2



2ND FLOOR



1ST FLOOR

SUBDIVISION OF AIRSPACE
CONDOMINIUM TRACT NO. 42397

For common area see sheet 1.
See Recorded Condominium Plans for elevation of units.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Tax Search



Los Angeles, California
Searched: 2706-019-021
 Order: 1500-2402842

Tax Year: 2023-2024
 Tax Cover: 02/09/2024
 Searched By: NEXFACE TPXML
 LOGIN
 Searched On: 2/20/2024 11:52 AM

Company: FIDELITY NATIONAL TITLE | SHERMAN OAKS - (FNFSTR) | 01 | CRN: 00036-00021

APN:	2706-019-021
Described As:	TRACT # 7754 E 300 FT OF LOTS 157 AND LOT 158
Address:	10425 INDEPENDENCE AVE
City:	LOS ANGELES CITY
Billing Address:	10425 INDEPENDENCE AV CHATSWORTH CA 91311
Assessed Owner(s):	MILNER,LOIS C TR LOIS C MILNER TRUST
Search As:	Tax ID 2706-19 of Parcel 21

Tax Rate Area:	00016	Value	Conveyance Date:
Use Code:	0100	Land:	405,740.00
SINGLE RESIDENTIAL		Improvements:	404,648.00
Region Code:	CANOGA PARK	Personal Property:	
Flood Zone:		Fixtures:	
Zoning Code:	LARA	Inventory:	
Taxability Code:		Exemptions	
Tax Rate:	1.252555	Homeowner:	
Auditor Tax Rate:	1.199397	Inventory:	
Bill #:		Personal Property:	
Issue Date:	10/15/2023	Religious:	
		All Other:	
		Net Taxable Value:	810,388.00
			Square Footage
			Land:
			Improvements:
			1740
			Tax Defaulted:
			2019
			Total Tax:
			10,150.56

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	5,075.29	507.52	12/10/2023	UNPAID		5,582.81
2nd	5,075.27	517.52	04/10/2024	UNPAID		5,075.27
Total Balance:						10,658.08

Bonds: 0	Parcel Changed:	Sold to State: 1	Mello-Roos: N	NSF: N
----------	-----------------	------------------	---------------	--------

Account	Special Lien Description	Amount
00170	LOS ANGELES COUNTY TRAUMA/EMERG SRVS	87.00
00177	SAFE CLEAN WATER	127.22
03071	LOS ANGELES COUNTY FLOOD CONTROL	67.69
03694	REGIONAL PARK AND OPEN SPACE DISTRICT PROPOSED MEASURE A	31.49
06181	GREATER L.A. COUNTY VECTOR CONTRL DISTRICT	19.15
18850	LOS ANGELES CITY LANDSCAPE & LIGHTING DISTRICT #96-1	44.28
18869	LOS ANGELES STORMWATER POLLUTION ABATEMENT	53.96

*** DELINQUENCY INFORMATION FOR PRIOR YEARS ***									
Year	Parcel/Bill #	Bill Type	Bill#	Delinq Inst	Amount	Penalty	Cost/Fee	Accum Int	Pmt Status

2018	2706-019-021-001	REG		849.16	84.91	10.00	611.40	UNPAID
2019	2706-019-021-001	REG		9283.87	928.38	10.00	5013.29	UNPAID
2019		SUP	2706-019-021-17010-001	4332.55	433.24	25.00	2339.58	UNPAID
2020	2706-019-021-001	REG		9660.37	966.02	10.00	3477.73	UNPAID
2021	2706-019-021-001	REG		9565.48	956.54	10.00	1721.79	UNPAID
2022	2706-019-021-001	REG		9684.63	968.46	10.00		UNPAID

*** 2023/2024 EXTENDED MONTHLY REDEMPTION SCHEDULE ***

Month	Interest	Amount	Month	Interest	Amount
Jul 2023	650.64	61,603.04	Jan 2024	4,554.49	65,506.89
Aug 2023	1,301.28	62,253.68	Feb 2024	5,205.13	66,157.53
Sep 2023	1,951.92	62,904.32	Mar 2024	5,855.77	66,808.17
Oct 2023	2,602.56	63,554.96	Apr 2024	6,506.41	67,458.81
Nov 2023	3,253.20	64,205.60	May 2024	7,157.05	68,109.45
Dec 2023	3,903.85	64,856.25	Jun 2024	7,807.69	68,760.09

**CONTACT TITLE TAX FOR ADDITIONAL POWER TO SELL FEES
OPEN TAX ORDER NUMBER REQUIRED FOR ADDITIONAL INFORMATION**

Open Orders					
Company	Department	Title Unit	Order No.	Date Created	
Lawyers Title Insurance Company	6326-OXNARD OPS - (FNFSTR)	29	424290090	01/18/2024	

*** END OF REPORT ***

same is subscribed to the within instrument, and acknowledged to me that she executed the same. Witness my hand and official seal.

(Notarial Seal)

D. W. Barton, Notary Public.

in and for said County of Los Angeles, State of California.
A true Copy of Original recorded at request of Title Insurance & Tr Co Sep 28 1924 at \$120.00
Copyright 1924, Copied by C.L. Logan, County Recorder, by: C.L. Logan, Deputy.

No. 53 U.S.I.R. Stamps Cancelled. CORPORATION GRANT TRUST

Title Insurance and Trust Company, a corporation organized under the laws of the State of California, and having its principal place of business at Los Angeles, California, in consideration of the moneys, so in hand paid, the receipt of which is hereby acknowledged, does hereby grant to John D. Abbott all that real property situated in the County of Los Angeles, State of California, hereinafter referred to as "said realty," being described as Lot One Hundred Fifty-eight (158) of Tract 7724, Sheets 1 and 2, as per map recorded in Book 51, Pages 9 and 10, of Maps, in the office of the County Recorder of said County. Excepting and Reserving from said realty an easement and right of way for the erection, construction, maintenance and operation of pole lines, with the necessary cross-arms and wires for the transmission of electrical energy, and for telephone and telegraph lines and/or for laying and maintaining conduits and/or pipe lines for said purposes, and for the purpose of irrigating said realty and/or adjoining or neighboring land, together with the right of ingress and egress for the purpose of creating, constructing, laying, maintaining, repairing and operating the same over, under, along, across and through the rear four (4) feet of Lots 1 to 18 inclusive, Lots 27 to 34 inclusive, Lots 171 to 179 inclusive, in said Tract Number 7724, Sheets 1 and 2, and over, under, along, across and through various parcels of land each having a width of four (4) feet being two (2) feet on each side of a center line lying between and equidistant from the easterly and westerly lines of each of Lots 25 to 119, inclusive, Lots 126 to 170, inclusive, and Lots 170 to 200, inclusive, in said Tract Number 7724, Sheets 1 and 2, and extending from the northerly to the southerly lines of each of said Lots 25 to 119, inclusive; Lots 126 to 170, inclusive, and Lots 170 to 200, inclusive.

Also Excepting and Reserving from said realty the right to string aerial wires only for the transmission of electrical energy and for telephone and telegraph lines over the rear four (4) feet of Lots 20 to 23 inclusive.

Also reserving the right to convey or lease the whole or any portion of said easements and rights of way and rights of ingress and egress. Subject to all taxes for the fiscal year 1924-1925 and thereafter.

Provided, However, that this conveyance is made and accepted and said realty is hereby granted upon each of the following express conditions, provision, restrictions and covenants (hereinafter referred to as "conditions") as may by their terms be applicable thereto, which conditions shall apply to and bind the parties hereto, their heirs, successors and assigns and which conditions are imposed pursuant to a general plan for the improvement of all of said Tract 7724, Sheets 1 and 2, and of each and every lot therein, and are assigned for the mutual benefit of the owners of the lots in said Tract 7724, Sheets 1 and 2, and shall run to and pass with each and every lot therein. The term "tract" as hereinafter used shall be deemed to mean said Tract 7724, Sheets 1 and 2.

Said conditions are imposed upon said realty as an obligation and charge against the same for the benefit of each and every other lot in said Tract and the owner or owners thereof, and with the right of enforcement of said conditions and each of them vested in

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the owner or owners of any one or more of the other lots in said tract; and similar conditions either have been or will be imposed upon each and every other lot therein.

Said conditions are as follows, to-wit: 1. That each lot in said tract shall be used only for any professional, commercial, mercantile, agricultural, horticultural or civic purposes not prohibited by law or ordinance, but any building erected or maintained thereon for any of said permitted business purposes shall be of brick, stone, tile or cement or of frame construction with plaster or stucco finish, and shall cost and be fairly worth not less than \$1,000.00; provided that, after any legal and authorized profession or business shall have been commenced upon any lot in said tract, then, so long as it shall be carried on or conducted thereon, the same profession or business shall not, prior to January 1, 1928, be commenced or carried on upon any other lot in said tract; and provided that any of said lots may be used for residence purposes, but no residence building shall be erected or maintained within 20 feet of any street or highway in or adjoining said tract, and each such residence building shall cost and be fairly worth not less than \$1,500.00. Any building so erected may have in connection therewith the customary subbuildings and private garages.

2. Ined buildings for temporary residence or business purposes which are of neat and attractive appearance, without regard to cost, may be erected, placed or maintained on any building site in Section "A" or "B" prior to January 1, 1928, provided the front line of any building for temporary residence purposes be not nearer than 70 feet to the front property line of the building site upon which it is located.

3. That all bath rooms, toilet and sink conveniences shall be inside the house or building, and shall be connected by underground pipes with a private cesspool until a general sewer is constructed, it being understood that the Grantor is under no obligation to construct such sewer.

4. That no part of any of said lots shall ever at any time be sold, conveyed, leased or rented to any person not of the white or Caucasian race.

5. That no part of any of said lots shall ever at any time be used or occupied or be permitted to be used or occupied by any person not of the white or Caucasian race, except such as are in the employ of the resident owners or resident tenants of said lots.

Provided, that each and all of the conditions contained in paragraphs 1 to 5 inclusive, shall in all respects terminate and end and be of no further effect, either legal or equitable, after January 1, 1924, and that the conditions contained in paragraphs 4 and 5 shall be perpetual and binding forever upon all of said lots, the parties hereto, their heirs, devisees, executors, administrators and assigns.

Provided, also, that a breach of any of the foregoing conditions shall cause said realty to revert to the said Grantor, or its successors in interest, who shall have the right of immediate re-entry upon said realty in the event of any such breach; and as to the owner or owners of any other lot or lots, or part or parts thereof, in the same section with said realty, the foregoing conditions shall operate as covenants running with the land, and the breach of any such covenants, or the consequence of any such breach, may be enjoined, abated, or remedied by said Grantor, or its successors in interest, or by any such owner or owners, but by no other person.

The term 'Owner' shall include the bona fide owner or holder of an Agreement of Sale executed by said Seller for any of said building sites in said tract.

Provided, also, that a breach of any of the foregoing covenants or conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, as to said realty or any part thereof, but

said conveyance or condition shall be binding upon and effective against any subsequent owner of said realty. This conveyance is made and accepted upon the further condition and provision: That the property herein described has been inspected by the Grantee, either in person or by a duly authorized agent, and the same is and has been purchased by the said Grantee as the result of said inspection and the Grantor herein is not responsible or liable, in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein; and that nothing herein contained shall be construed to be a guaranty, warranty or representation as to the present or future existence, non-existence, scope, content, validity or effect of any zoning law or other law, ordinance or regulation of any governmental or political organization or authority exercising or limiting the type or character of, or the right to erect, buildings or structures on said realty, or the use to which the same may be put, and this grant and the conditions herein contained are expressly made subject to the present or future exercise of any power of such organization or authority to impose and/or enforce the same, either, further or different restrictions upon said property.

In Witness Whereof, the said Title Insurance and Trust Company, on this 17th day of September, 1924, hereunto caused its corporate name and seal to be affixed by its Vice-President and Assistant Secretary, instruments duly authorized.

(Corporate Seal)
 Title Insurance and Trust Company,
 By L. J. Rayson, Vice-President
 By C. M. Sperry, Assistant Secretary.

State of California, County of Los Angeles: I, E. H. Crane, Notary Public in and for said County, personally appeared L. J. Rayson known to me to be the Vice-President, and C. M. Sperry known to me to be the Assistant Secretary of Title Insurance and Trust Company, the Corporation that executed the within and foregoing instrument, and knows to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such Corporation executed the same.

Witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)
 E. H. Crane, Notary Public,
 in and for the County of Los Angeles, State of California.
 After Copy of Original recorded at request of Healey Sep 20 1924 10 min past 10 AM
 District #137, Compared G. Healey, County Recorder, Ry1

State of California, County of Los Angeles 1925
 Woodhead Lumber Company, a Corporation, Claimant,
 vs
 Joseph Blake, Owner.
 MECHANICS' LIEN
 CLAIM FOR MATERIALS AND LABOR

NOTICE IS HEREBY GIVEN that the Woodhead Lumber Company, a California corporation of Los Angeles, said County and State, as materialman, claims a lien upon the premises hereinafter described, for materials furnished and labor performed, said materials consisting of hardwood floors, and said labor performed, being the labor incident to the placing and installation of said hardwood floors, which materials were furnished by claimant to be used, and they were actually used in the construction and erection of that certain one-story Stucco building, situated upon that land in the County of Los Angeles, said State, and sought to be charged with ^{the} lien, and described as follows, to-wit: Lot 200, Block 21, Tract 1669, as recorded in Book 20 of Maps, Pages 29 and 30, Records Los Angeles County, California, and known as 2037-2039 Madara Ave., Los Angeles, California.
 That Joseph Blake is the name of the owner or reputed owner of said premises upon which

said building materials said of July, under and That said and incident to the That in 1924, floors, That performed and claimant which is value of filled and premises building, was not sale and that three effects. to the (Corporate State of save That in the term of his wife's subscribed (Notarial in and for Full Copy Copyist This of California State of the said

and building is situated and the person who caused the said building located thereon to be constructed. That Joseph Biako is the name of the person to whom claimant furnished said materials and by whom claimant was employed to perform said labor of placing and installing said hardwood floors and Joseph Biako is the name of the contractor who, on or about the 15 day of July, 1924, as such contractor and as said owner, entered into a contract with this claimant under and by which said materials were furnished and labor performed.

What also was agreed to be done was the installation and placing of said hardwood floors in said building, which was to be done and performed at the time said materials were furnished and installed in said building. That the price agreed upon for said materials and the labor in order to placing and installing said hardwood floors was the sum of \$500.00, which sum was also the reasonable value of said materials and labor.

What it was agreed that said price was to be paid as follows: Net 15 days. That on July 24, 1924, claimant furnished to said owner at his request, extra material consisting of hardwood floors, the reasonable value of which was \$4.50, and which said owner agreed to pay.

That the following is a general statement and description of the materials furnished and labor performed by claimant, to-wit: That at Los Angeles, California, on or about July 15, 1924, claimant and said contractor made and entered into a contract whereby it was agreed that claimant would furnish and install in said building, consisting of hardwood floors for which it was agreed claimant would be paid the sum of \$112.50, which was also the reasonable value of said materials and labor.

That claimant has kept, fulfilled and performed its part of said contract and furnished and installed said materials at the promise between July 15, 1924 and July 26, 1924, and they were used in the erection of said building and are now a part thereof.

That a Notice of the Completion of said building was recorded in the office of the County Recorder on September 26, 1924, and thirty days have now elapsed since the filing of same. That the total amount due this claimant for said materials and labor under said contract is the sum of \$112.50; that nothing has been paid thereon and \$112.50 is still due, owing and unpaid to claimant after deducting all just credits and offsets. Therefore, claimant claims the benefit of the law of the State of California, relative to the liens of Mechanics and others upon real property.

(Corporate Seal)

Woodhead Lumber Company.
By E. J. Weaver, Secretary.

State of California, County of Los Angeles) E. J. Weaver, being duly sworn, deposes and says: That he is the Secretary of the Woodhead Lumber Company, a corporation, named as claimant in the foregoing plain of lien; that he has read it and knows the contents thereof; that it is true of his own knowledge; that it contains (among other things) a correct statement of claimant's demand after deducting all just credits and offsets.

E. J. Weaver

Subscribed and sworn to before me this 5th day of September, 1924.

(Notarial Seal)

Lloyd Wright, Notary Public,

in and for the County of Los Angeles, State of California. This copy of Original recorded at request of claimant Sep 20 1924 60 min past 1 P M Copyist 6187, Compared G.L. Logan, County Recorder. By G. L. Logan Deputy.

CHattel Mortgage

This Mortgage, made this 5th day of Sept., 1924, by A. G. Trier, County of Los Angeles, State of California, by occupation a builder, Mortgagee, to Bank Line Lumber Co. County of Los Angeles, State of California, by occupation Mortgagee. Witnesseth that the said Mortgagee mortgages to the said Mortgagee all that certain personal property situated and described as follows, to-wit:

One (1) used Home Universal Saw 7/8 inch One (1) 8" Circular Saw 7/8 inch One (1) 8" Circular Saw 7/8 inch One (1) Used Mahogany Kitchen Sink; One (1) Used Mahogany Kitchen Sinks; Two (2) Used Mahogany Kitchen chairs located at office building at corner of Euclid & Pearl St, Santa Monica Heights, Santa Monica, Calif.

As Security for the payment to Bank Linn Lumber Co. the said Mortgage of Eight hundred seventy-one and 40/100 Dollars, said coin of the United States of America, with interest at the rate of 7 per cent per annum according to the terms and conditions of a certain promissory note of even date herewith, and in words and figures following, to-wit:

Sept. 9, 1924.
Ninety days after date, For value received, I promise to pay to Bank Linn Lumber Co or order at The California Bank 40th & Western St Los Angeles, Calif. the sum of Eight hundred seventy-one and 40/100 Dollars with interest at the rate of 7 per cent per annum from date until paid, interest payable monthly and if not so paid to be compounded, and bear the same rate of interest on the principal; and should the interest not be paid at maturity, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States.

A. G. Crisp

It is also agreed that if the Mortgagor shall fail to make any payment, as in the promissory note provided, then the Mortgagee may take possession of said property, using all necessary force as to do, and may immediately proceed to sell the same in the manner provided by law, and from the proceeds pay the whole amount of said note specified, and all costs of sale, including counsel fees not exceeding 10 per cent upon the amount due, paying the surplus to the said mortgagor, all of said costs, including said counsel fees, being hereby assumed. The said Mortgagor does hereby state, declare and warrant, that he is the sole and separate owner of all the within mentioned personal property and that there are no liens or incumbrances or adverse claims of any kind whatever on any part thereof.

Signed, Sealed and Delivered in the Presence of) A. G. Crisp (Seal)
State of California, County of Los Angeles) on this 07th day of Sept. A.D., 1924, before me, D. H. Wemyss, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared A. G. Crisp known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

D. H. Wemyss, Notary Public,

(Notarial seal)
in and for said County and State, State of California, County of Los Angeles) On A. G. Crisp Mortgagor in the foregoing mortgage named and Herbert H. Foster, Attorney in fact for the mortgagee in said mortgage in said mortgage named, each being duly sworn, each for himself doth depose and say that the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

A. G. Crisp
Herbert H. Foster

Subscribed and Sworn to before me this 07th day of Sept 1924.
(Notarial Seal)
in and for said County and State.

D. H. Wemyss, Notary Public,

#204 Copy of Original recorded at request of Mortgage Cop 20 1924 24 min past 10 AM
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Tract 7754-Sheets 1 and 2
Trusts S-6304, S-6332
1-16-24-300

CORPORATION GRANT DEED.

TITLE INSURANCE AND TRUST COMPANY, a corporation organized under the laws of the State of California and having its principal place of business at Los Angeles, California, in consideration of Ten Dollars, to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant to JOHN D. ABBOTT, a single man, all that real property situated in the County of Los Angeles, State of California, hereinafter referred to as "said realty" being described as:

Lot One Hundred Fifty-seven (157) of Tract 7754, Sheets 1 and 2, as per map recorded in Book 91, Pages 9 and 10, of Maps, in the office of the County Recorder of said County.

EXCEPTING AND RESERVING from said realty an easement and right of way for the erection, construction, maintenance and operation of pole lines, with the necessary cross-arms and wires for the transmission of electrical energy and for telephone and telegraph lines and/or for laying and maintaining conduits and/or pipe lines for said purposes, and for the purpose of irrigating said realty and/or adjoining or neighboring land, together with the right of ingress and egress for the purpose of erecting, constructing, laying, maintaining, repairing and operating the same over, under, along, across and through the rear four (4) feet of Lots 1 to 18, inclusive, Lots 67 to 84 inclusive, Lots 171 to 178 inclusive, in said Tract Number 7754, Sheets 1 and 2 and over, under, along across and through various parcels of land each having a width of four (4) feet being two (2) feet on each side of a center line lying between and equi-distant from the Easterly and Westerly lines of each of Lots 85 to 110, inclusive, Lots 135 to 170 inclusive, and Lots 179 to 206, inclusive, in said Tract Number 7754, Sheets 1 and 2, and extending from the Northerly to the Southerly lines of each of said Lots 85 to 110, inclusive; Lots 135 to 170 inclusive, and Lots 179 to 206, inclusive.

ALSO EXCEPTING AND RESERVING from said realty the right to string aerial wires only for the transmission of electrical energy and for telephone and telegraph lines over the rear four (4) feet of Lots 19 to 66 inclusive.

ALSO RESERVING the right to convey or lease the whole or any portion of said easements and rights of way and rights of ingress and egress.

SUBJECT to all taxes for the fiscal year 1927-1928, and thereafter, and to any assessments and/or improvement bonds hereafter levied or assessed against said realty.

PROVIDED, however, that this conveyance is made and accepted and said realty is hereby granted upon such of the following express conditions, provisions, restrictions and covenants (hereinafter referred to as "Conditions") as may by their terms be applicable thereto, which conditions shall apply to and bind the parties hereto, their heirs, successors and assigns and which conditions are imposed pursuant to a general plan for the improvement of all of said Tract 7754, Sheets 1 and 2, and of each and every lot therein, and are designed for the mutual benefit of the owners of the lots in said Tract 7754, Sheets 1 and 2, and shall inure to and pass with each and every lot therein.

The term "Tract" as hereinafter used shall be deemed to mean said Tract 7754, Sheets 1 and 2. SAID conditions are imposed upon said realty as an obligation and charge against the same for the benefit of each and every other lot in said Tract and the owner or owners thereof, and with the right of enforcement of said conditions and each of them vested in the owner or owners of any one or more of the other lots in said Tract; and similar conditions either have been or will be imposed upon each and every other lot therein.

SAID conditions are as follows, to wit: 1. That each lot in said Tract shall be used only for any professional, commercial, mercantile, agricultural, horticultural or civic purposes not prohibited by law or ordinance but any building erected or maintained thereon for any of said permitted business purposes shall be of brick, stone, tile or cement or of frame construction with plaster or stucco finish, and shall cost and be fairly worth not less than \$1,000.00; provided that, after any lawful and authorized profession or business shall have been commenced upon any lot in said Tract, then, so long as it shall be carried on or conducted thereon, the same profession or business shall not, prior to January 1, 1928, be commenced or carried on upon any other lot in said Tract; and provided that any of said lots may be used for residence purposes, but

no residence building shall be erected or maintained within 20 feet of any street or highway in or adjoining said Tract, and each such residence building shall cost and be fairly worth not less than \$1,500.00. Any building so erected may have in connection therewith the customary outbuildings and private garages.

2. That buildings for temporary residence or business purposes which are of neat and attractive appearance, without regard to cost, may be erected, placed or maintained on any building site in Section "A" or "B" prior to January 1, 1928, provided the front line of any building for temporary residence purposes be not nearer than 70 feet to the front property line of the building site upon which it is located.

3. That all bath room, toilet and sink conveniences shall be inside the house or building, and shall be connected by underground pipes with a private cesspool until a general sewer is constructed, it being understood that the Grantor is under no obligation to construct such sewer.

4. That no part of any of said lots shall ever at any time be sold, conveyed, leased or rented to any person not of the white or Caucasian race.

5. That no part of any of said lots shall ever at any time be used or occupied or be permitted to be used or occupied by any person not of the white or Caucasian race, except such as are in the employ of the resident owners or resident tenants of said lots.

PROVIDED, that each and all of the conditions contained in paragraphs 1 to 3 inclusive shall in all respects terminate and end and be of no further effect, either legal or equitable after January 1, 1934, and that the conditions contained in paragraphs 4 and 5 shall be perpetual and binding forever upon all of said lots, the parties hereto, their heirs, devisees, executors, administrators and assigns.

PROVIDED, also that a breach of any of the foregoing conditions shall cause said realty to revert to the said Grantor, or its successors in interest, who shall have the right of immediate re-entry upon said realty in the event of any such breach; and as to the owner or owners of any other lot or lots, or part or parts thereof, in the same section with said realty, the foregoing conditions shall operate as covenants running with the land, and the breach of any such covenants, or the continuance of any such breach may be enjoined, abated or remedied by said Grantor, or its successors in interest, or by any such owner or owners, but by no other person.

The term "Owner" shall include the bona fide owner or holder of an Agreement of Sale executed by said Seller for any of said building sites in said Tract.

PROVIDED, also that a breach of any of the foregoing covenants or conditions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, as to said realty or any part thereof, but said covenants or conditions shall be binding upon and effective against any subsequent owner of said realty.

THIS conveyance is made and accepted upon the further condition and provisions:

That the property herein described has been inspected by the Grantee, either in person or by a duly authorized agent, and the same is and has been purchased by the said Grantee as the result of said inspection and the Grantor herein is not responsible or liable in any way, for any inducement, representation, agreement, condition or stipulation not set forth herein; and that nothing herein contained shall be construed to be a guaranty, warranty or representation as to the present or future existence, non-existence, scope, content, validity or effect of any zoning law or other law, ordinance or regulation of any governmental or political organization or authority concerning or limiting the type or character of, or the right to erect, buildings or structures on said realty, or the use to which the same may be put, and this grant and the conditions herein contained are expressly made subject to the present or future exercise of any power of such organization or authority to impose and/or enforce the same, other, further or different restrictions upon said property.

IN WITNESS WHEREOF, the said TITLE INSURANCE AND TRUST COMPANY has this 3rd day of March 1927, hereunto caused its corporate name and seal to be affixed by its Vice President and Assistant Secretary, thereunto duly authorized.

(CORPORATE SEAL)

TITLE INSURANCE AND TRUST COMPANY,
By L. J. REYNOLDS, Vice President,
By E. H. MOORE, Assistant Secretary.

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State of California, County of Los Angeles, ss. On this 7th day of March 1927, before me P. L. BISHOP, a Notary Public in and for said County, personally appeared L. J. BEYNON, known to me to be the Vice President and E. H. MOORE, known to me to be the Assistant Secretary of TITLE INSURANCE AND TRUST COMPANY, the corporation that executed the within and foregoing instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

P. L. BISHOP, Notary Public

in and for the County of Los Angeles, State of California.

1376 Copy of original recorded at request of GRANTEE Mar 29, 1927 at 1 min. past 10 A. M. Copyist #1, Compared, C. L. Logan, County Recorder, by L. E. Young Deputy

On March 23, 1927 in Department One of the Superior Court of the State of California, in and for the County of Los Angeles, Hon. Sidney H. Reeve, Judge, presiding, the following proceedings were had, to wit:

No. 86541 In the Matter of the Termination of Joint Tenancy as to the Estate of FRANK SABO, Deceased. } DEGREE UNDER SECTION 1723, C.C.P. TERMINATING JOINT TENANCY.

A verified petition of JOE MASSEY to terminate the joint tenancy of said deceased in certain property having been filed herein, and the Court by order having prescribed notice to be given of the pendency and hearing of said petition, and said notice having been duly given as prescribed by law and said order of the Court, and the time of said notice having elapsed, and the hearing thereof having been regularly postponed to this day, and no person having appeared to contest or oppose said petition, oral and documentary evidence having been introduced, the Court, after hearing the evidence, finds that all of the allegations of said petition are true, and that the prayer thereof ought to be granted. IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the Court that said FRANK SABO died on the 17th day of January 1927. The property owned in joint tenancy is described as follows: Lot One Hundred Twelve (112) of the Springdale tract, in the County of Los Angeles, State of California, as per map recorded in Book 6, Page 194 of Maps, in the office of the County Recorder of said County.

State of California, County of Los Angeles)ss. No. 86541.

I, L. E. LAMPTON, County Clerk and ex-officio Clerk of the Superior Court, do hereby certify the foregoing to be a full, true and correct copy of the original DEGREE UNDER SECTION 1723, C. C. P. TERMINATING JOINT TENANCY, in the Matter of the TERMINATION OF JOINT TENANCY AS TO THE ESTATE OF FRANK SABO, deceased, as the same appears of record, and that I have carefully compared the same with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Superior Court, this 30 day of March 1927.

(SUPERIOR COURT SEAL)

L. E. LAMPTON, County Clerk, By D. SHERMAN, Deputy

1463 Copy of original recorded at request of ATTORNEY Mar 30, 1927 at 57 min. past 11 A. M. Copyist #1, Compared, C. L. LOGAN, County Recorder, by M. Haines Deputy

GRANT DEED.

H. ANDREUS VARGO and MARY FRANCES VARGO, husband and wife, in consideration of Ten Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant to EL SEGUNDO HIGH SCHOOL DISTRICT OF LOS ANGELES COUNTY, all that real property in the City of El Segundo, County of Los Angeles, State of California, described as:

Lot Ten (10) in Block Eighty-seven (87) Sheet No. 3, El Segundo as per map recorded in Book 20, Pages 22 and 23 of Maps, in the office of the County Recorder of said County.

SUBJECT TO: ALL taxes for the fiscal year 1927-28. All Municipal taxes, assessments and liens of the City of El Segundo. Conditions, restrictions, reservations, easements and rights of way of record, if any.

TO HAVE AND TO HOLD to the said grantee its successors or assigns forever.

WITNESS our hands this 18th day of March 1927.

H. ANDREUS VARGO. MARY FRANCES VARGO.

(EL SEGUNDO DISTRICT OF LOS ANGELES CO., SEAL)