Marked Up Commitment

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The Granger Firm
Paoli

This handout is supplemental to the Appendix of Chapter Six – Section 1
COMMITMENT FOR TITLE INSURANCE
Issued By
TITLE RESOURCES GUARANTY COMPANY

Issuing Agent: Your Local Agent
Issuing Office: Your Local Agent
Issuing Office's ALTA® Registry ID: 00000000
Loan ID Number: 1999124273
Commitment Number: 1515019-01923
Issuing Office File Number: 1515019-01923
Property Address: 123 Downtown Road, Bala Cynwyd, PA 19004-3145

1. Commitment Date: August 7, 2019

SCHEDULE A

2. Policy or Policies to be issued:
   (a) ALTA OWNER'S POLICY
      ☑ ALTA 2006 Policy Form ☐ Enhanced Protection
      Proposed Insured:
      Betty Buyer
      Amount $200,000.00
   (b) ALTA LOAN POLICY
      ☑ ALTA 2006 Policy Form ☐ Enhanced Protection
      Proposed Insured:
      Big Bank, USA, its successors and/or assigns as their interests may appear.
      Amount $160,000.00

3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple

4. Title to the estate or interest in the land is at the Commitment date vested in:
   Sam Seller, a single man.

5. The land referred to in this Commitment is described as follows:
   101 Broad Street, Springfield, County of Chester, East Goshen Township, Commonwealth of Pennsylvania,
   more particularly described as set forth in Exhibit A attached hereto and made a part hereof.

Stephanie E. Wissler
Authorized Signatory

Your Local Agent

Michael Hoyleman
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

TRGC Form: Comm16 ALTA Commitment Form Adopted 08-01-2016 Technical Corrections 04-02-2018

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
   a. Duly authorized and executed Deed from Sam Seller to Betty Buyer vesting Fee Simple title to the subject property.
   b. Duly authorized and executed Mortgage from Betty Buyer in favor of Big Bank USA securing the insured loan.

5. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceedings in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.

7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.

8. Town, County and School Taxes and Water and Sewer Rents for the three prior years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.

9. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company.)
   PARCEL IDENTIFICATION NUMBER: 40-00-10000-00-0
   ASSESSMENT: $140,080.00.

10. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
11. Upon full disclosure to the Company of the nature and scope of this transaction and its review and approval of the closing documents, including updated certifications of title, the Company reserves the right to raise such other and further exceptions and requirements as are appropriate.

12. Satisfaction and release of record of the following security instruments or liens:
   1. Mortgage from: John Smith
      To: Acme Lending, N.A.
      Amount: $60,000.00
   2. Mortgage from: Sam Seller
      To: Generic Bank
      Dated: 04/01/2009 and recorded 04/10/2009 in Volume 1234 page 6792
      Amount: $175,000.00

13. JUDGMENTS: None

14. If a Power of Attorney is to be used in this transaction, the Power of Attorney must be submitted to and approved by Agency a minimum of 3 days prior to the execution of any transaction documents.

   In addition, if Power of Attorney is approved and utilized, the original executed Power of Attorney must be recorded immediately prior to the recording of the instrument(s) to be insured hereunder.

   If Power of Attorney is approved and utilized, an Affidavit of Non-Termination of Power of Attorney must be completed and executed by the attorney in fact at closing, and submitted to Agency with the post-closing package.

15. An owner’s affidavit [form attached] must be completed and executed by all owners and submitted to Agency with the post-closing package.


17. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order targeting terrorist assets.
SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments, which an accurate and complete survey would disclose.

4. Any lien, or right to a lien, for services, labor or materials, heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. All municipal liens for real estate taxes and assessments which are due and payable as of the date hereof and such as become due and payable hereafter.

6. Accuracy of area content not insured.

7. Any exception, reservation, restriction, easement or condition set out in the attached Exhibit A.

8. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets, roads and ways.

9. Agreement and Restrictions as set forth in Deed Book 955, Page 575.

10. Act 319 as in Record Book 1944 page 1143 and Act 515 as in Record Book 3194 page 1145.

11. Rights granted to Mobil Pipeline and Atlantic Pipeline however acquired.

12. Declarations of Covenants, Conditions and Easements for Pennland, a Planned Community.

13. Notes and conditions on the plan recorded in plan book XYZ.

14. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in...
Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

NOTE: This Company reserves the right to make other Schedule B – Section 1 – Requirements or take further Schedule B – Section 2 – Exceptions upon its receipt and review of any documentation requested by it to confirm clear title, or of the proposed documents creating the estate or interest to be insured, or upon its otherwise ascertaining details of the transaction. Any such changes will be communicated to the lender prior to closing.
EXHIBIT A

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate on the Southwest corner of Broad Street and Market Avenue, in Springfield, Chester County, East Goshen Township, Commonwealth of Pennsylvania (being known as 101 Broad Street) and described according to a survey and plan made by James J. Moore, C.E., dated the Ninth day of June A.D. 1924, as follows:

BEGINNING at a point along the center line of Broad Street at its intersection with the center line of Market Avenue; thence extending South 64 degrees 50 minutes West along said center line of Broad Street 54 feet to a point; thence South 25 degrees 10 minutes East along a line at right angles to said Broad Street 175 feet to the Southerly side of a certain 15 feet wide driveway, which driveway extends Eastward from Oakland Terrace parallel with said Broad Street to said Market Avenue; opened for the free and common use of the several owners, tenants and occupiers of the land on the Southerly side of said Broad Street only, abutting thereon; thence extending North 64 degrees 50 minutes East along the Southerly side of the above mentioned 15 feet wide driveway 54 feet to a point in the center of said Market Avenue; thence extending North 25 degrees 10 minutes West along the center line of said Market Avenue 175 feet to the first above mentioned and place of BEGINNING.

UNDER AND SUBJECT TO the same rights, privileges, agreements, right-of-ways, easements, conditions, exceptions, restrictions, and reservations as exist by virtue of prior recorded instruments, plans, Deeds of Conveyance, or visible on the ground.

BEING KNOWN AND NUMBERED as 123 Broad Street, Springfield PA 19064.

Being the same premises which McDonald Inc., a PA Corporation by Indenture bearing date 4/01/2009 and recorded 4/10/2009 at West Chester in the Office for the Recording of Deeds in and for the County of Chester in Deed Book 1234 page 6789 etc. granted and conveyed unto Sam Seller, in fee.