

Issuing Policies of Chicago Title Insurance Company

 ORDER NO.: **CYTEST-995-**

Escrow/Customer Phone:

Ticor Title Escrow
 567 Main Street
 San Diego, CA 92108
 ATTN: Best Escrow Officer
 Email: escrowteam@ticortitle.com
 Reference No.: First Street

Title Officer: Best Title Officer
 Title Officer Phone: (619) 260-0000
 Title Officer Fax: (619) 295-0000
 Title Officer Email: titleteam@ticortitle.com

 PROPERTY: **1234 First Street, San Diego, CA 92101**

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Ticor Title Company of California 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(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.

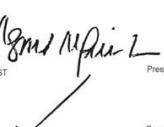
Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be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

Ticor Title Company of California

By: Richard Nef
 Authorized Signature



By:
 (Signature)
 ATTEST
 President

 Secretary


PRELIMINARY REPORT

EFFECTIVE DATE: **June 13, 2013 at 7:30 a.m.**

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowners Policy (2-3-10)
ALTA Extended Loan Policy (6-17-06)

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

A fee as to parcel 1 and an easement as to parcel 2

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

John J. Seller and Jane G. Seller, husband and wife as joint tenants

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel No 1:

Lot 58 of Villa Barbados North Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to the Map thereof no. 7236, filed in the Office of the County Recorder of San Diego County, March 22, 1972.

Excepting therefrom all minerals, coals, oils, petroleum, gas and other kindred substances under and in said land, but without right of entry of the surface thereof, but with the right, however, to drill in, through, or under said land or to explore, develop, or take all minerals, coals, oils, petroleum, gas and other kindred substances in and from said land, all such operations to be conducted below a depth of five hundred (500) feet below the surface thereof.

Parcel No 2:

An easement and right of way for open space, general utility, access and parking to be used in common with others, over, under, along and across those portions of Lots 56, 57, 58 and 59 of Villa Barbados North Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 7236, filed in the Office of the County Recorder of San Diego County, March 22, 1972, described as follows:

Beginning at the Southeast corner of said Lot 59; thence North 87°30'29" West along the Southerly line of said Lot, a distance of 12.50 feet; thence North 2°29'31" East, 42.71 feet to the beginning of a tangent curve, concave Southwesterly having a radius of 13.50 feet; thence Northwesterly along the arc of said curve through a central angle of 90°, a distance of 21.21 feet; thence North 2°29'31" East, 48 feet; thence South 87°30'29" East, 52 feet; thence South 2°29'31" West, 48 feet to a point at the beginning of a curve, concave Southeasterly whose radius bears South 2°29'31" West, 13.50 feet from said point; thence Southwesterly along the arc of said curve through a central angle of 90°, a distance of 21.21 feet; thence South 2°29'31" West, 42.71 feet to the Southerly line of said Lot 56; thence North 87°30'29" West along said Southerly line, 12.50 feet to the Point of Beginning.

Excepting therefrom that portion included within Lot 58.

APN: **370-200-01**

**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 2013-2014
2. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.: 370-200-01
Fiscal Year: 2012-2013
1st Installment: \$961.67 Paid
2nd installment: \$961.67 Open (Delinquent after April 10)
Penalty and Cost: \$106.16
Homeowners Exemption: \$7,000.00
Code Area: 08001

3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. All easements, offers and dedications as shown on the official map

Tract of: 7236

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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 Date: March 31, 1972
Recording No.: 79249, of Official Records

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

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted To: San Diego Gas and Electric Company
Purpose: public utilities
Recording Date: July 5, 1972
Recording No.: 172707, of Official Records
Affects: said land more particularly described therein

**EXCEPTIONS
(Continued)**

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document:

Reserved by: Community Builders, a California corporation
Purpose: open space, general utility, access and parking
Recording Date: September 19, 1972
Recording No: 249792, of Official Records
Affects: said land more particularly described therein

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$305,000.00
Dated: June 2, 2006
Trustor/Grantor: John J. Seller and Jane G. Seller, husband and wife as joint tenants
Trustee: Ticor Title Company
Beneficiary: Wells Fargo Bank, N.A.
Recording Date: June 15, 2006
Recording No: 2006-123867 of official records

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$150,000.00
Dated: May 3, 2007
Trustor/Grantor: John J. Seller and Jane G. Seller, husband and wife as joint tenants
Trustee: American Securities Company
Beneficiary: Wells Fargo Bank, N.A.
Loan No.: 651-651-1597533-1998
Recording Date: June 5, 2007
Recording No: 2007-316852, of Official Records

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

END OF ITEMS

INFORMATIONAL NOTES
(Continued)

WIRE INSTRUCTIONS

When funds are wired to Ticor Title Company of California, please use the instructions below:

US Bank 535 Westminster Mall Westminster, CA 92683	ABA (Routing) Number: 122235821 Account No.: 153497036480 Account Name: Ticor Title Company of California
Please credit and reference our title order number to avoid return of funds.	

Funds received by Ticor Title Company of California via wire transfer may be disbursed upon receipt. Funds received by this company via cashier's check or teller's check may be disbursed on the next business day after the day of deposit. **If escrow funds (including shortage checks) are disbursed to this company other than by wire transfer, cashier's check or teller's check, disbursement and/or closing will be delayed 3 to 7 business days.** Questions concerning deposit and/or disbursement of escrow and sub-escrow funds and recording should be directed to your title officer, escrow officer or loan payoff officer.

Outgoing wire transfers will not be authorized until we have confirmation of our recording and one (1) of the following:

- A We have received confirmation of the respective incoming wire.
- B. Collection of a deposited check.

PAYOUT INFORMATION

NOTE: This company **DOES** require current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be over and above the verbal hold the lender may have stipulated.

If this Company cannot obtain a verbal update on the demand, we will either pay off of the expired demand, or wait for the amended demand, at the discretion of the escrow.

NOTE: to avoid delays at the time of closing, if the above deed of trust is an Equity Line/Line of Credit, it will be necessary that all checks, passbooks, credit cards together with instructions to close the account be submitted to the Company prior to the close of this transaction.

In order to expedite compliance with the above, please do the following:

Borrower(s):

- a) Sign and return the Equity Line/Credit Line Affidavit provided with the report,
- b) Request that the account be frozen.

Settlement:

- a) Obtain a statement from the lender that no advances have been made after the issuance of the demand for payoff, and
- b) Upon delivery of the payoff check, a full reconveyance must be obtained.

Please be advised that the difference between the principal balance on an issued demand and the maximum principal allowed may be held for up to 10 working days if the above requirements are not met.

PLEASE NOTE: OUR OFFICE DOES NOT ACCEPT ACH TRANSFERS. THESE INSTRUCTIONS ARE FOR THE PURPOSE OF SENDING WIRE TRANSFERS ONLY.

END OF INFORMATIONAL NOTES

/j05
=phrasebox AddDocs=

PRELIMINARY REPORT
YOUR REFERENCE: First Street

Ticor Title Company of California
ORDER NO.: CYTEST-995-

INFORMATIONAL NOTES
(Continued)

RECORDING REQUESTED BY
Ticor Title Company of California
WHEN RECORDED MAIL TO:
=addressee=

ORDER NO.: **CYTEST-995-**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATION OF TRUST
California Probate Code Section 18100.5

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

1. The Trust known as _____, executed on _____, is a valid and existing trust.
2. The name(s) of the settlor(s) of the Trust is (are): _____
3. The name(s) of the currently acting trustee(s) is (are): _____
4. The trustee(s) of the Trust have the following powers (initial applicable line(s)):

_____ Power to acquire additional property.

_____ Power to sell and execute deeds.

_____ Power to encumber, and execute deeds of trust.

_____ Other: _____
5. The Trust is (check one): Revocable Irrevocable
The name of the person who may revoke the Trust is: _____
6. The number of trustees who must sign documents in order to exercise the powers of the Trust is (are): _____, whose name(s) is (are): _____
7. Title to Trust assets is to be taken as follows: _____
8. The Trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.
9. I (we) am (are) all of the currently acting trustees.
10. I (we) understand that I (we) may be required to provide copies of excerpts from the original Trust documents which designate the trustees and confer the power to act in the pending transaction.

Dated: _____

(Acknowledgement must be attached)

REQUIREMENTS SECTION

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

Party(s): Buyers and Sellers

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.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. Note: The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered into actions filed by both the Attorney General and private class action plaintiffs for the herein described Land.
2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
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 Residence known as 1234 First Street, City of San Diego, CA, to an Extended Coverage Loan Policy.
4. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
5. Note: In compliance with the new RESPA regulations, Ticor Title Company of California will be averaging recording fees for Single Family 1-4 Residential properties. Please contact your Title Officer to obtain the current recording fees. In addition, Ticor Title Company of California will pay our underwriter 12% of the title premium, as disclosed on lines 1107 and 1108 of the HUD-1.
6. Note: The policy of title insurance will include an arbitration provision. The company of 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 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.
7. Note: 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.

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 field 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 each discount. These discounts only apply to transaction 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.

FNF Underwritten Title Company

TTCC - Ticor Title Company of California

FNF Underwriter

CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

FEE REDUCTION SETTLEMENT PROGRAM (TTCC and CTIC)

Eligible customers shall receive \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

DISASTER LOANS (CTIC)

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 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 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

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 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

EMPLOYEE RATE (TTCC and CTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Request for \$20.00 Discount – CA Settlement

Use one form for each qualifying property.

To:	Ticor Title Company of California, 2878 Camino Del Rio South, Suite 500, San Diego, CA 92108
Date:	
From: (name)	
Current Address:	
	I believe that I am qualified for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs. I have not previously received a cash payment or a discount from another Company on the property described below: Signed: _____ Date: _____
Address of qualifying property:	
Approximate date of transaction	

THIS SECTION IS FOR COMPANY USE ONLY.

- The above referenced party is entitled to receive a \$20.00 discount on escrow services or title insurance pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs.

OR

- The above referenced party does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the following reason:
 - The party has previously received credit for the transaction described above.
 - The transaction described above did not occur in the time period allowed by the stipulated judgments—May 19, 1995 to November 1, 2002.

Fax this response to:

Escrow No.:	
Escrow Officer:	
Fax Number:	



2878 Camino Del Rio South, Suite 500
San Diego, CA 92108
Phone: (619) 260-0015
Fax: (619) 692-9465

CREDIT LINE / EQUITY LINE OF CREDIT CLOSURE REQUEST

Date: _____

To: _____

Attention: Payoff Dept.

Reference: Account/Loan # _____

Property Address: 1234 First Street, San Diego, CA 92101

To Whom It May Concern:

Please accept this letter as a request to close/freeze the above-referenced credit line or equity line of credit as of this date.

I/We agree not to request any advances on this account on or after the date of this letter.

You will be receiving payment in full from the proceeds of our escrow transaction. Upon receipt of payoff, please send your Reconveyance or Release of Lien to:

Ticor Title Company of California

2878 Camino Del Rio South, Suite 500

San Diego, CA 92108

Attn:

Ref: CYTEST-995-

Sincerely,



2878 Camino Del Rio South, Suite 500
San Diego, CA 92108
Phone: (619) 260-0015
Fax: (619) 692-9465

This Affidavit, when fully completed, is to be signed **and notarized**, then returned to Ticor Title Company of California to enable Ticor Title Company of California to insure the presently pending transaction.

A F F I D A V I T

The undersigned owner hereby states that there are no unrecorded leases or agreements affecting the property described in the Preliminary Report for Title Order Number CYTEST-995- and that there is no one in possession or entitled to possession of said property other than the vestee shown in said Preliminary Report, **except:**

The undersigned owner states that to his/her knowledge, there are no liens or rights to liens upon said property for labor, services and materials for work contracted for, and completed by, an owner, lessee, sub-lessee or tenant within the last year or which is now in progress, **except:**

This statement is made in connection with the request to Ticor Title Company of California to issue its policy(ies) of title insurance with respect to Title Order Number CYTEST-995-.

Dated: _____

By: _____

By: _____

By: _____

By: _____

Address: _____
