

## A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

Remote of the control	.,		/		
B. Type of Loan					
4	6. File Number:	7. L	oan Number:	8. Mortgage Insurar	nce Case Number:
1. FHA 2. RHS 3. Conv. Unins.	BLANK HUD				
4. VA 5. Conv. Ins.					
C. Note: This form is furnished to give you a statement of "(p.o.c)" were paid outside the closing; they are					wn. Items marked
D. Name & Address of Borrower:	E. Name & Address	-		F. Name & Address	of Lender:
	Seller				
G. Property Location:	H. Settlement Agen	·+·		I. Settlement Date:	
C. I Topolty Location.	Place of Settlement: Phone: Fax:			Disbursement Date	:
				TitleExpress	
				Printed 11/17/2009 at 1:13 pm EST	
J. Summary of Borrower's Transaction		K. Sur	nmary of Seller's Tra	nsaction	
100. Gross Amount Due from Borrower			Gross Amount Due to S Contract sales price	Seller	Т
<ul><li>101. Contract sales price</li><li>102. Personal property</li></ul>		_	Personal property		
103. Settlement charges to borrower (line 1400)		403.	reisonal property		
104.		404.			
105.		405.			
Adjustments for items paid by seller in advance			ments for items paid by		1
106. City/town taxes to			City/town taxes	to	
107. County taxes to 108. Assessments to			County taxes Assessments	to to	
109.		409.	Assessments		<u> </u>
110.		410.			
111.		411.			
112.		412.			
120. Gross Amount Due from Borrower			Gross Amount Due to S		
200. Amounts Paid by or in Behalf of Borrower 201. Deposit or earnest money			Reductions In Amount Excess deposit (see insti		Г
202. Principal amount of new loan(s)			Settlement charges to se	,	
203. Existing loan(s) taken subject to		503.	Existing loan(s) taken sul	bject to	
204.			Payoff of first mortgage le		
205.			Payoff of second mortgage	ge loan	
206. 207.		506. 507.			
208.		508.			
209.		509.			
Adjustments for items unpaid by seller			ments for items unpaid	l by seller	
210. City/town taxes to			City/town taxes	to	
211. County taxes to 212. Assessments to			County taxes Assessments	to	
212. Assessments to 213.		512.	Assessments	to	
214.		514.			
215.		515.			
216.		516.			
217.		517. 518.			
218. 219.		518. 519.			
220. Total Paid by/for Borrower	0.00		Total Reduction Amour	nt Due Seller	0.00
300. Cash at Settlement from/to Borrower		600.	Cash at Settlement to/f	rom Seller	
301. Gross amount due from borrower (line 120)	0.00		Gross amount due to sel	, ,	0.00
302. Less amounts paid by/for borrower (line 220)	0.00		Less reductions in amou		0.00
303. Cash X From To Borrower	0.00	603.	Cash X To	From Seller	0.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not co information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

Previous editions are obsolete Page 1 of 4

L. Settlement Charges					
700. Total Real Estate Broker Fees	s			Paid From	Paid From
Division of commission (line				Borrower's	Seller's
701. \$	to			Funds at	Funds at
702. \$	to			Settlement	Settlement
703. Commission paid at settlement					
800. Items Payable in Connection	with Loan				
801. Our origination charge		\$	(from GFE #1)		
802. Your credit or charge (points) for	or the specific interest rate	chosen \$	(from GFE #2)		***
803. Your adjusted origination charg	ges to		(from GFE A)		
804. Appraisal fee	to		(from GFE #3)		
805. Credit report	to		(from GFE #3)		
806. Tax service	to				
807. Flood certification	to				
808.	to				
900. Items Required by Lender to	be Paid in Advance				
901. Daily interest charges from	from 10/17/2008 to 11/	/01/2008 @ \$0.00/da	y (from GFE #10)		
902. Mortgage Ins. Premium	for months to		(from GFE #3)		
903. Homeowner's insurance for	for months to		(from GFE #11)		
904.	months to		(from GFE #11)		
1000. Reserves Deposited with Len	nder				
1001. Initial deposit for your escrow a			(from GFE #9)		
1002. Homeowner's insurance	months @ \$	0.00/month \$0.			
1003. Mortgage Insurance	months @ \$	0.00/month \$0.			
1004. City Property Taxes	months @ \$	0.00/month \$0.			
1005. County Property Taxes	months @ \$	0.00/month \$0.			
1006. Assessments	months @ \$	0.00/month \$0.			
1007. Aggregate Adjustment		\$0.	.00		
1100. Title Charges					
1101. Title services and lender's title	insura		(from GFE #4)		
1102. Settlement or closing fee	to	\$			
1103. Owner's title insurance			(from GFE #5)		
1104. Lender's title insurance		\$			
1105. Lender's title policy limit \$0.00					
1106. Owner's title policy limit \$0.00 1107. Agent's portion of the total title	ingurance promium	•			
1107. Agent's portion of the total title 1108. Underwriter's portion of the total		\$ \$			
1109. Onderwriter's portion of the total	ii uue insurance premium	Φ			
-				<u> </u>	
1200. Government Recording and			// OFF !!!	ı	
1201. Government recording charges			(from GFE #7)		
1202. Deed \$0.00	Mortgage \$0.00	Release \$0.00			
1203. Transfer taxes	<u> </u>		(from GFE #8)		
1204. City/County tax/stamps	Deed \$0.00	Mortgage \$0.0			
1205. State Tax/stamps	Deed \$0.00	Mortgage \$0.0			
1206.	Deed \$0.00	Mortgage \$0.0			
1207.	Deed \$0.00	Mortgage \$0.0	00		
1300. Additional Settlement Charge					
1301. Required services that you can	shop for		(from GFE #6)		
1302.	to				
1303.	to				
1304.	to				
1305.	to				

0.00

0.00

1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	Good Faith Estimate HUD-1		
Charges That Cannot Increase HUI	D-1 Line Number		
	#		
Charges That in Total Cannot Increase More Than 10%	Good Faith Estimate HUD-1		
Onargo That in Total Galliot Indicate Indic Than 1079	#		
	Total		
Increase betw	veen GFE and HUD-1 Charges or		
Observes That Over Observes	Occad Forth Fortunate		
Charges That Can Change	Good Faith Estimate HUD-1		
Loan Terms			
Your initial loan amount is	\$		
Your loan term is	years		
Your initial interest rate is	%		
Your initial monthly amount owed for principal, interest, and any mortgage insurance is			
Can your interest rate rise?	X No. Yes, it can rise to a maximum of will be on / / and can change again every date, your interest rate can increase or decrease by interest rate is guaranteed to never be <b>lower</b> than %. The first change years after / / . Every change %. Over the life of the loan, your interest rate is guaranteed to never be <b>lower</b> than % or <b>higher</b> than %.		
Even if you make payments on time, can your loan balance rise?	X No. Yes, it can rise to a maximum of \$		
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	X No. Yes, the first increase can be on / / and the monthly amount owed can rise to \$ .  The maximum it can ever rise to is \$ .		
Does your loan have a prepayment penalty?	X No. Yes, your maximum prepayment penalty is \$		
Does your loan have a balloon payment?	X No. Yes, you have a balloon payment of \$ due in years on / / .		
Total monthly amount owed including escrow account payments	X You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself.  You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$ . This includes principal, interest, any mortgage insurance and any items checked below:  Property taxes  Homeowner's insurance  Flood insurance		

**Note:** If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD CERTIFICA	ATION OF BUYE	R AND SELLER
I have carefully reviewed the HUD-1 Settlement Statement and to the b		
disbursements made on my account or by me in this transaction. I furth	ner certify that I have	ve received a copy of the HUD-1 Settlement Statement.
Buyers		
	•	
	•	
Sellers		
Seller	•	
Settlement Agent		
The HUD-1 Settlement Statement which I have prepared is a true and a disbursed in accordance with this statement.	accurate account o	or this transaction. I have caused or will cause the funds to be
dispursed in assortance with this statement.		
SETTLEMENT AGENT		DATE

Signature Page

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.



## First American Title Insurance Company

## SOME KEY POINTS OF ENHANCED HOMEOWNERS POLICY PROTECTION

The ALTA Homeowner's policy of title insurance policy (the "ENHANCED policy") issued by First American Title Insurance Company ("First American") which provides more extensive coverage than the 2006 ALTA Owner's title insurance policy. The ENHANCED policy gives you additional protection summarized as follows:

- 1. The ENHANCED policy increases the liability of the company by 10% of the stated amount of the policy per year for the first 5 years to a maximum of 150% of the stated amount of the policy.
- 2. The ENHANCED policy's access coverage has been defined to specifically include both pedestrian and vehicular access (other title insurance policies insure access without defining the quality of access).
- 3. The ENHANCED policy indemnifies against loss by reason of any <u>future</u> forgery of any instrument by which someone else claims to own the land or have a lien thereon.
- 4. The ENHANCED policy indemnifies, up to \$25,000 (after a deductible amount of 1% of the policy amount or \$5,000.00, whichever is less), against loss by reason of a forced removal of the residence as it existed when it was purchased by the insured because it, or any portion thereof, was built without a building permit.
- 5. The ENHANCED policy indemnifies against loss by reason of any <u>future</u> encroachment, when a neighboring property owner attempts to build (other than boundary walls and fences) on a portion of the insured land, without the consent of the insured owner of the land.
- 6. The ENHANCED policy indemnifies against loss by reason of any reversion or claim of reversion by reason of a prior violation of a property restriction.
- 7. The ENHANCED policy indemnifies, up to \$10,000 (after a deductible amount of 1% of the policy amount or \$2,500.00, whichever is less) against loss by reason of the insured being able to obtain a building permit for an addition or remodeling, or a buyer from the insured refuses to purchase, or a lender refuses to make a loan on the security of the insured land, by reason of a subdivision law having been violated.
- 8. The ENHANCED policy indemnifies against loss by reason of damage to the existing structure (or a replacement thereof or a modification thereto) because another person uses the surface of the insured land for the extraction or development of minerals owned by them.
- 9. The ENHANCED policy indemnifies, against loss if forced to correct or remove an existing violation of property restriction which was violated before the insured acquired his or her interest in the land.
- 10. The ENHANCED policy continues to protect a trustee or successor trustee of a trust in which the named insured is the trustor/settlor, to whom title to the insured land is transferred after Date of Policy.
- 11. The ENHANCED policy indemnifies against loss if a taxing authority assesses supplemental real estate taxes for any period prior to your ownership because of construction or change of ownership.



## STANDARD OWNER'S POLICY VS. ENHANCED HOMEOWNER'S POLICY

1. Someone else owns an interest in your title 2. Encumbrances on your title 2. Encumbrances on your title 3. Someone else has an easement over your property (*) 4. X 5. Someone else has a raght to limit your use of the property (*) 5. Someone else has a right to limit your use of the property (*) 6. Someone else has a right to limit your use of the property (*) 7. X 8. X 8	COVERED RISKS	ALTA 2006 Owner's Policy	ALTA Enhanced Homeowner's Policy
a. Someone else has an easement over your property (*) b. Someone else has a right to limit your use of the property (*) c. Someone else has rights affecting your title arising from a lease or contract (*) X X X Someone else has rights affecting your title arising from a lease or contract (*) X X X Someone else has rights affecting your title arising from a lease or contract (*) X X X X Someone else claims of title not properly signed X X X X X Someone else claims to have rights affecting title due to forgery, fraud or duress X X X X Someone else claims to have rights affecting title due to forgery, fraud or duress X X X X Someone else claims to have rights affecting title due to forgery, fraud or duress X X X X X X X X X X X X X X X X X X	1. Someone else owns an interest in your title	X	X
b. Someone else has a right to limit your use of the property (*)  c. Someone else has rights affecting your title arising from a lease or contract (*)  X  X  X  3. Defects in title:  a. Document in chain of title not properly signed  X  X  X  X  b. Defective execution and/or recording of any document  c. Someone else claims to have rights affecting title due to forgery, fraud or duress  X  X  X  4. There is a lien on your title because there is:  a. A mortgage (*)  X  X  X  X  A  A harding a power of the property of the	2. Encumbrances on your title:	X	X
b. Someone else has a right to limit your use of the property (*)  c. Someone else has rights affecting your title arising from a lease or contract (*)  X  X  X  3. Defects in title:  a. Document in chain of title not properly signed  X  X  X  X  b. Defective execution and/or recording of any document  c. Someone else claims to have rights affecting title due to forgery, fraud or duress  X  X  X  4. There is a lien on your title because there is:  a. A mortgage (*)  X  X  X  X  A  A harding a power of the property of the	a. Someone else has an easement over your property (*)		
c. Someone else has rights affecting your title arising from a lease or contract (*)  3. Defects in title:  3. Document in chain of title not properly signed  4. Document in chain of title not properly signed  5. Defective execution and/or recording of any document  7. C. Someone else claims to have rights affecting title due to forgery, fraud or duress  8. A. Mortgage (*)  8. A. Mortgage (*)  8. A. Mortgage (*)  8. A. A. Mortgage (*)  8. A. A. Mortgage by a homeowners or condo association (*)  9. C. A charge by a homeowners or condo association (*)  10. A. Hien for labor & materials furnished before the policy date (*)  11. Violations of existing violations of subdivision laws that result in:  12. A. Forced removal or correction of the violation (#)  13. Existing violations of subdivision laws that result in:  24. The inability to obtain a building permit (#)  25. Forced removal or correction of the violation (#)  26. Existing violations of subdivision laws that result in:  27. Lack of actual venicular and pedestrian access to and from the property  87. A. B. Existing violations of subdivision laws that result in:  28. The inability to obtain a building permit (#)  88. Existing violations of subdivision laws that result in:  29. Existing violations of subdivision laws that result in:  30. The inability to complete a sale or loan transaction (#)  87. C. The inability to complete a sale or loan transaction (#)  88. Existing violations of existing soning laws that result in the removal or correction of existing structures, lending boundary walls and fences (#)  11. Violations of existing zoning laws that result in the removal or correction of existing structures because the use violates existing zoning laws  12. Cannot use the land for single-family residence because the use violates existing zoning laws  13. Forced removal of existing structures because they encroach onto a neasement or building set-back line, even if they are excepted in Schedule B  15. The inability to complete a sale, lease or loan transactio	b. Someone else has a right to limit your use of the property (*)		
3. Defects in title:  a. Document in chain of title not properly signed  b. Defective execution and/or recording of any document  c. Someone else claims to have rights affecting title due to forgery, fraud or duress  X  X  4. There is a lien on your title because there is:  a. A mortgage (*)  b. A judgment, tax lien or special assessment (*)  c. A charge by a homeowners or condo association (*)  d. A lien for labor & materials furnished before the policy date (*)  5. Title is unmarketable  X  X  X  X  5. Title is unmarketable  X  X  X  X  A. Existing violations of access to and from the property  X  X  X  X  X  X  X  X  X  X  X  X  X			
a. Document in chain of title not properly signed b. Defective execution and/or recording of any document c. Someone else claims to have rights affecting title due to forgery, fraud or duress 4. There is a lien on your title because there is: a. A mortgage (*) b. A judgment, tax lien or special assessment (*) c. A charge by a homeowners or condo association (*) d. A lien for labor & materials furnished before the policy date (*) 5. Title is unmarketable c. A charge light of access to and from the property d. Lack of legal right of access to and from the property X S. Existing violations of restrictive covenants, even those excepted in Schedule B, that result in: a. Forced removal or correction of the violation b. Loss of title 9. Existing violations of subdivision laws that result in: a. The inability to obtain a building permit (#) b. Forced removal or correction of the violation (#) b. Forced removal or correction of the violation (#) b. Forced removal or correction of the violation (#) b. The inability to complete a sale or loan transaction (#) 10. Building permit violations resulting in the removal or correction of existing structures, excluding boundary walls and fences (#) 11. Violations of existing zoning laws that result in the removal or correction of existing structures, including boundary walls and fences (#) 12. Cannot use the land for single-family residence because they encroach onto a neighbor's land (#) 14. Forced removal of existing structures because they encroach onto a neighbor's land (#) 15. The inability to complete a sale, lease or loan transaction due to a neighbor's existing structures because they encroach onto an easement or land the property and the			
b. Defective execution and/or recording of any document c. Someone else claims to have rights affecting title due to forgery, fraud or duress X X X 4. There is a lien on your title because there is: a. A mortgage (*) b. A judgment, tax lien or special assessment (*) c. A charge by a homeowners or condo association (*) d. A lien for labor & materials furnished before the policy date (*) X X X X A lien for labor & materials furnished before the policy date (*) X X X X X X X X X X X X X X X X X X X	a. Document in chain of title not properly signed		
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4. There is a lien on your title because there is:  a. A mortgage (*)  b. A judgment, tax lien or special assessment (*)  c. A charge by a homeowners or condo association (*)  d. A lien for labor & materials furnished before the policy date (*)  X. X			
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b. A judgment, tax lien or special assessment (*)  c. A charge by a homeowners or condo association (*)  d. A lien for labor & materials furnished before the policy date (*)  X  X  S. Title is unmarketable  X  X  X  S. Title is unmarketable  X  X  X  X  C. Lack of legal right of access to and from the property  X  X  X  X  X  X  X  X  X  X  X  X  X		V	V
c. A charge by a homeowners or condo association (*)  d. A lien for labor & materials furnished before the policy date (*)  d. A lien for labor & materials furnished before the policy date (*)  X  X  X  5. Title is unmarketable  X  X  X  6. Lack of legal right of access to and from the property  X  X  X  X  7. Lack of actual vehicular and pedestrian access to and from the property  X  8. Existing violations of restrictive covenants, even those excepted in Schedule B, that result in:  a. Forced removal or correction of the violation  X  D. Loss of title  S  Existing violations of subdivision laws that result in:  a. The inability to obtain a building permit (#)  X  D. Forced removal or correction of the violation (#)  C. The inability to complete a sale or loan transaction (#)  X  10. Building permit violations resulting in the removal or correction of existing structures, excluding boundary walls or fences (#)  11. Violations of existing zoning laws that result in the removal or correction of existing structures, including boundary walls and fences (#)  12. Cannot use the land for single-family residence because the use violates existing zoning laws  13. Forced removal of existing boundary walls and fences because they encroach onto a neighbor's land (#)  14. Forced removal of existing structures because they encroach onto an easement or building set-back line, even if they are excepted in Schedule B  15. The inability to complete a sale, lease or loan transaction due to a neighbor's existing structure(s) encroaching onto your land  16. Damage to your existing structures because of someone else exercising their right to maintain or use any easement affecting the land, even if the easement is excepted in Schedule B			
d. A lien for labor & materials furnished before the policy date (*)  X			
5. Title is unmarketable X X X 6. Lack of legal right of access to and from the property X X X 7. Lack of actual vehicular and pedestrian access to and from the property X 8. Existing violations of restrictive covenants, even those excepted in Schedule B, that result in:  a. Forced removal or correction of the violation X  b. Loss of title X 9. Existing violations of subdivision laws that result in:  a. The inability to obtain a building permit (#) X  b. Forced removal or correction of the violation (#) X  c. The inability to complete a sale or loan transaction (#) X  10. Building permit violations resulting in the removal or correction of existing structures, excluding boundary walls or fences (#)  11. Violations of existing zoning laws that result in the removal or correction of existing structures, including boundary walls and fences (#)  12. Cannot use the land for single-family residence because the use violates existing zoning laws  13. Forced removal of existing boundary walls and fences because they encroach onto a neighbor's land (#)  14. Forced removal of existing structures because they encroach onto an easement or building set-back line, even if they are excepted in Schedule B  15. The inability to complete a sale, lease or loan transaction due to a neighbor's existing structure(s) encroaching onto your land  16. Damage to your existing structures because of someone else exercising their right to maintain or use any easement affecting the land, even if the easement is excepted in Schedule B			
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7. Lack of actual vehicular and pedestrian access to and from the property  8. Existing violations of restrictive covenants, even those excepted in Schedule B, that result in:  a. Forced removal or correction of the violation  b. Loss of title  7. Existing violations of subdivision laws that result in:  a. The inability to obtain a building permit (#)  b. Forced removal or correction of the violation (#)  c. The inability to complete a sale or loan transaction (#)  10. Building permit violations resulting in the removal or correction of existing structures, excluding boundary walls or fences (#)  11. Violations of existing zoning laws that result in the removal or correction of existing structures, including boundary walls and fences (#)  12. Cannot use the land for single-family residence because the use violates existing zoning laws  13. Forced removal of existing boundary walls and fences because they encroach onto a neighbor's land (#)  14. Forced removal of existing structures because they encroach onto an easement or building set-back line, even if they are excepted in Schedule B  15. The inability to complete a sale, lease or loan transaction due to a neighbor's existing structure(s) encroaching onto your land  16. Damage to your existing structures because of someone else exercising their right to maintain or use any easement affecting the land, even if the easement is excepted in Schedule B			
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16. Damage to your existing structures because of someone else exercising their right to maintain or use any easement affecting the land, even if the easement is excepted in Schedule B	15. The inability to complete a sale, lease or loan transaction due to a neighbor's existing		X
17. Attempted enforcement of discriminatory covenants X X	16. Damage to your existing structures because of someone else exercising their right to maintain or use any easement affecting the land, even if the easement is excepted in		X
	17. Attempted enforcement of discriminatory covenants	X	X

COVERED RISKS	ALTA 2006 Owner's Policy	ALTA Enhanced Homeowner's Policy
18. Assessment of supplemental real estate taxes not previously assessed against the land for periods prior to the policy date		X
19. Post-policy forgery		X
20. Post-policy encroachment by a neighbor		X
21. Post-policy damage from mineral or water extraction		X
22. Post-policy living trust coverage	X	X
23. Post-policy increase in coverage, up to 150% of policy amount		X
24. Post-policy adverse possession claims		X
25. Post-policy cloud on the title		X
26. Post-policy prescriptive easement claims		X
27. Coverage continues forever	$X^1$	X
28. Automatic coverage of beneficiaries and heirs	X	X
29. Pays rent for substitute land or facilities		X
30. Pays reasonable costs to relocate personal property		X
31. Covers unrecorded lien by a homeowners association		X
32. Covers unrecorded easements		X
33. Covers rights under unrecorded leases		X
34. Written in "plain" language	X	X
TYPES OF PROPERTIES COVERED	ALTA 2006 Owner's Policy	ALTA Enhanced Homeowner's Policy
Residential properties (1-4 Family)	X	X
Vacant land	X	
Commercial properties	X	
WHO CAN BE INSURED	ALTA 2006 Owner's Policy	ALTA Enhanced Homeowner's Policy
Natural persons	X	X
Trustees of a living trust	X	X
Partnerships	X	
Limited Liability Companies	X	
Limited Partnerships	X	
Limited Liability Partnerships	X	
Corporations	X	

(\*) = Unless listed as an exception to coverage in Schedule B of the policy.

(#) = If covered by the enhanced policy, it is subject to a deductible and a maximum liability amount which may be less than the policy amount.

<sup>1</sup> Coverage continues so long as the insured has liability by reason of warranties in any transfer or conveyance of title.