# 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.

*(Documents to be listed here)*

1. Pay all taxes, charges and assessments, levied and assessed against the Land, which are due and payable or which may come due after the Commitment Date hereof but prior to the effective date of Policy issued pursuant to this Commitment.
2. Seller's/Owner's Affidavit & Indemnity executed by current owner(s) of the Land on a form to be supplied by the Company stating that there have been no improvements to the Land within the past seven months which could give rise to a construction lien and that there are no accounts or claims pending and unpaid which could constitute a lien against the Land. The affidavit will also state that affiant has no knowledge of any natural person or legal entity who has or could have a claim of right, interest or lien adverse to the Proposed Insured.
3. Cancellation of record of (or proper partial release of the property to be insured from the liens created by) the following inscriptions:

 *(Additional Requirements may be listed here by number)*

# Schedule B, Part II

# Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat 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 will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or servitude 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. Any taxes or assessments which are not shown as existing liens by the Public Records.
3. Rights or claims of parties other than the Insured in actual possession of any or all of the Land not shown in the Public Records.
4. Encroachments, overlaps, boundary line disputes, shortage in square footage, acreage or area, right of access, ingress and egress, or other matters which would be disclosed by a current, complete and accurate survey and inspection of the Land.
5. Unrecorded easements or claims of easements not shown by the Public Records.
6. Any claim, lien or privilege, or right to a claim, lien or privilege, imposed by law, for work, services, labor, material or parts, heretofore or hereinafter furnished for the improvement, construction, erection, reconstruction, modification, repair, demolition or other physical change of or on the Land herein, or any part hereof, and not shown by the Public Records.
7. Taxes or assessments for the year       and subsequent years, which are not yet due and payable.
8. Ownership or lack thereof of oil, gas and other minerals of any kind and in any form, or of any elements or compounds in solution, emulsion, or association with such minerals, and any lease, grant, servitude, royalty interest, exception, any prior reservation or conveyance, together with release of damages, pertaining to such minerals.

*(Additional Exceptions may be listed here by number)*