



***Title Guaranty***  
**This is not an Owner's Policy of Title Insurance**

***Issued By WFG National Title Insurance Company***

**Schedule A**

**File Number:** \_\_\_\_\_ **Title Guaranty Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Amount of Guaranty:** \_\_\_\_\_

**1. Party (Parties) Guaranteed:**

**2. The record title to the estate in said land is at the date hereof vested in:**

**3. The estate or interest in the land described in this schedule is:**

**4. The mortgage(s), if any, to which said land is subject:**

**5. Description of land, record title to which is guaranteed by this Title Guaranty.**

**Schedule B**

**File Number:** \_\_\_\_\_

**Title Guaranty Number:** \_\_\_\_\_

This Guaranty excepts from coverage the following matters of record title:

- 1. Title to the land described in Schedule A is subject to the lien of the mortgage(s), if any, set forth in paragraph 4 of said Schedule A.

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SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, WFG National Title Insurance Company, a \_\_\_\_\_ corporation, herein called the Company, for a valuable consideration, does hereby guarantee the party (parties) designated as Guaranteed in Schedule A hereof, in an amount not to exceed the amount set forth in Schedule A hereof, that title to the land hereinafter described in Schedule A, at the date hereof, as appears from the Public Records hereinafter defined, is vested of record as stated in Schedule A, subject only to the mortgage(s), if any, therein set forth and to those matters shown or referred to in Schedule B.

IN WITNESS HEREOF, the Blank Title Insurance Company has caused its corporate name and seal to be hereunto affixed, the Title Guaranty to become valid when signed by an authorized officer or agent of the Company.

WFG NATIONAL TITLE INSURANCE COMPANY

\_\_\_\_\_

AUTHORIZED SIGNATORY

\_\_\_\_\_

ISSUING AGENCY (if applicable)

\_\_\_\_\_

CITY, STATE

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this Title Guaranty:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power.
3. Any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records, including but not limited to: mis-indexing, misspellings or any other misinformation contained therein or omitted therefrom.
4. Any loss, cost or damage resulting from any physical condition of the land described herein.
5. Defects, liens, encumbrances, adverse claims, or other matters (a) known, created, suffered, assumed or agreed to by the Guaranteed Claimant; (b) resulting in no loss or damage to the Guaranteed Claimant; (c) attaching or created subsequent to Date hereof; or (d) resulting in loss or damage which would not have been sustained if the Guaranteed Claimant had paid value for the estate or interest guaranteed by this Title Guaranty.

WFG 3157439  
(06/24/2004)

OTIRB Record Products Title Guaranty  
(TG – 10/15/2004 Revision 1)  
OH Title Guaranty TG-10/01/2001

6. Any matters not shown in the Public Records (as defined in Paragraph 1d of the CONDITIONS AND STIPULATIONS OF THIS GUARANTY, Definition of Terms) as of the Effective Date of this Title Guaranty.

## **CONDITIONS AND STIPULATIONS OF THIS GUARANTY**

### **This is not an Owner's Policy of Title Insurance**

#### 1. Definition of Terms

The following terms when used in this guaranty mean:

- a) "Guaranteed Party": The party or parties named in Schedule A as guaranteed.
- b) "Guaranteed Claimant": A Guaranteed Party claiming loss or damage hereunder.
- c) "Land": The land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property: provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, lanes, ways or waterways.
- d) "Public Records": Those records which by law impart constructive notice of matters relating to said land and which are required by law to be maintained in the following public offices in the county in which the land is situated:
  - 1) The County Recorder,
  - 2) Clerk of Court of Common Pleas;
  - 3) Probate Court, excluding adoption, birth, death and marriage records;
  - 4) Any other court located within the County having jurisdiction over land in Schedule A;
  - 5) Sheriff for land levies;
  - 6) County Treasurers' latest certified tax duplicate, for taxes and assessments shown thereon as of the date of issuance of this Title Guaranty, except for any additions, corrections or abatements thereto.

#### 2. Liability of Company

This Title Guaranty is a guaranty of the record title only, as disclosed by an examination of the Public Records herein defined in the chain of title ownership.

#### 3. Determination of Liability

This Title Guaranty together with endorsements, if any, attached hereto by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to the Exclusions from Coverage, Exceptions from Coverage in Schedule B and Conditions and Stipulations of this Title Guaranty.

No amendment of or endorsement to this Title Guaranty can be made except by writing endorsed hereon or attached hereto signed by either (the person or persons authorized by the requirements of the Company using this form).

#### 4. Notice of Claim to be Given by Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect or other claim of title guaranteed against and not excepted in this Title Guaranty, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company promptly in writing and secure to it the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect, at its own cost. Any action for the payment of any loss under this Title Guaranty must be commenced within one year after such loss is sustained. A failure to furnish a statement of loss or damage and to commence such action within the time hereinbefore specified shall be a conclusive bar against the maintenance of any action under this Title Guaranty.

5. Extent of Liability

The Liability of the Company for any loss including but not limited to attorneys fees, costs and expenses shall in no event exceed in all the amount stated in Schedule A hereof and shall in all events be limited to the actual loss only of the Guaranteed Party, and all payments under this Title Guaranty shall reduce the amount of this coverage pro tanto. Any payments made by the Company under this Title Guaranty shall subrogate the Company to the rights of the Guaranteed Party as against any other person or property.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability

In the event of a claim under this Title Guaranty, the Company shall have the right to:

- a) To pay or tender to the Guaranteed Claimant the amount of the Title Guaranty or the remaining balance thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised all liability of the Company under this Title Guaranty terminates, including but not limited to any liability for attorneys fees or any costs of defense or prosecution of any litigation.
- b) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed against by this Title Guaranty
- c) The right to institute and prosecute any action or proceeding in order to adjudicate any claim to a final determination by a court of competent jurisdiction and expressly reserves the right to in its sole discretion to appeal from any adverse judgment or order.  
The Company shall also have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d) To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien, or encumbrance guaranteed against by this Title Guaranty.

7. All notices required to be given the Company shall be given promptly, and any statement in writing required to be furnished the Company shall be addressed to WFG NATIONAL TITLE INSURANCE COMPANY at 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223, Attention: Claims Department. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: claims@wfnationaltitle.com