# 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.

5. We must be furnished with a copy of SCID 3601 executed pursuant to Section 38-75-960 S.C. Code of Laws 1976, as amended, and an executed Notice of Availability of Title Insurance pursuant to S.C. Insurance Department Regulation R-69-18, Vol. 25A of S.C. Code of Laws 1976, as amended.

6. 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 90 days 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 Insured.

*(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 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. All taxes for the year 20\_\_\_ and subsequent years, not yet due and payable.

**Standard Exceptions**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
3. “Right of ways for streets, roads, highways, alleys and other public thoroughfares created by ordinance, statute or other methods.”
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
5. Easements, or claims of easements, not shown by the Public Records.

**Special Exceptions**

1. Such state of facts as shown on plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_.