



Chicago Title Insurance Company

ALTA Commitment for Title Insurance

Issued by

Chicago Title Insurance Company

Commitment No. 2052807

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of Title First Agency, Inc.
495 Executive Campus Drive, Suite 100
Westerville, Ohio 43082

CHICAGO TITLE INSURANCE COMPANY

By:

Authorized Signatory



ATTEST

President

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Date Issued: October 10, 2018

Commitment No.: 2052807

Other Reference No.: 14-FBI-005375

Property Address: 36 Rosewood Court, Haledon, New Jersey 07508

Name and Address of Chicago Title Insurance Company

Title Insurance Company: PO Box 45023
Jacksonville, FL 32232-5023

SCHEDULE A


1. Commitment Date: December 7, 2018 at 7:59 a.m.
2. Policy or Policies to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: TBD TBD
Proposed Policy Amount: TBD TBD
 - (b) 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount:
 - (c) _____ ALTA _____ Policy
Proposed Insured: N/A
Proposed Amount: N/A
3. The estate or interest in the land described or referred to in this Commitment is FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

United States of America

SOURCE OF TITLE:

Deed Book 3172, Page 140
Recorder's Office, Passaic County, New Jersey.

5. The Land is described as follows:
(Continued on Second Page)

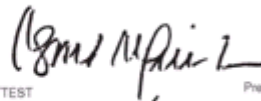

Countersigned: 

 Authorized Officer or Agent
 Title First Agency, Inc.
 495 Executive Campus Drive, Suite 100
 Westerville, Ohio 43082

CHICAGO TITLE INSURANCE COMPANY

By:




 ATTEST President

Secretary

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Schedule A – Continued

All the real property in the Borough of North Haledon, County of Passaic and State of New Jersey, described as follows:

Known as and designated as Unit No. B1 in Building 1001 situated in Lakeside at North Haledon, a condominium, established in accordance with the N.J.S.A. 46:8b-1, et seq., together with an undivided 0.3484% interest in the General Common elements of said condominium appurtenant to the aforesaid unit in accordance with and subject to the terms, conditions, covenants, restrictions, reservations easements, lien as for assessments, and other provisions as set forth in the current Master Deed of Lakeside at North Haledon, a Condominium, dated August 30, 2002, recorded March 14, 2003, in the Office of the Passaic Clerk/Register in Deed Book D-568, Page 107, as same may now or hereafter be lawfully amended.

NOTE FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Lot 1.02, Block 58.03 on the Tax Map in the Borough of North Haledon, State of New Jersey.

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SCHEDULE B, Part I

Requirements

Commitment No: 2052807

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. All parties to the transaction must provide identification sufficient to comply with the USA Patriot Act as determined by their lender and the policy issuing agent.
6. Duly executed Owners Affidavit covering matters of Title, in a form acceptable to the Company.
7. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

8. Special Warranty Deed from United States of America, to TBD TBD.
9. Submit the social security number(s) for potential purchaser(s) in order to complete bankruptcy search.
10. Cancellation or Redemption of the Certificate of Sale shown on Schedule B, Section II.
11. Pay any outstanding condominium assessments/fees.
12. Pay unpaid taxes and assessments unless shown as paid:

Property was seized by the US Marshal Service in 2017

There is a Lien on this Property \$62,985.82 - Certificate Number:14-00001

Tax Parcel Identification:

Tax Parcel No.: 06-00058-03-00001-02

Land: \$126,500.00

Improvements: \$329,600.00

Total: \$456,100.00

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SCHEDULE B, Section II
Exceptions

Commitment No: 2052807

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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.

STANDARD EXCEPTIONS

2.
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
 - d. Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

3. Certificate of Sale for Unpaid Municipal Liens in favor of US Bank Cust for BV001 Trust, dated June 4, 2015, filed for record August 10, 2015 and being recorded in Mortgage Book 13581, Page 299, Recorder's Office, Passaic County, New Jersey, to secure \$15,488.05. Assigned to US Bank Cust BV Trst 2015-1, recorded February 2, 2016 in Assignment Book 517, Page 195.
4. Master Deed of Lakeside at North Haledon, a Condominium, dated August 30, 2002, recorded March 14, 2003, in Deed Book D-568, Page 107, as same may now or hereafter be lawfully amended, Recorder's Office, Passaic County, New Jersey.
5. The lien of all taxes for the year 2019 and thereafter, but which are not yet due and payable.
6. Any easements or servitudes in the public records.
7. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
8. Any matter related to the ownership of the common area of a homeowner's association or organization.
9. Delinquent Sewer and Water Bills may become a lien on the real estate. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.

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File No. 2052807

NOTE: No liability is assumed by Company for uncertified encumbrances and the purchase contract shall be binding unless the contract is silent or ambiguous. If the contract is silent or ambiguous, the buyer assumes the risk.

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