THE LAW OFFICE OF MATTHEW P.METZ
3535 HILL BOULEVARD- SUITE M
YORKTOWN HEIGHTS, NEW YORK 10598
TEL. (914)-243-5563
FAX (914)-243-0296
E-Mail: info@mpmetzlaw.com
Website: WWW.MPMetzLaw.Com

ORIGINAL RECORDED DEED FOR YOUR PROPERTY

Dear Valued Client,

Enclosed herewith please find the Original Recorded Deed for the property you recently conveyed with our office. Please keep this in a safe place

If you have any questions regarding the enclosed, please feel free to contact our office. We look forward to speaking with you.

Very truly yours,

Susan Metz

Susan Metz, Esq.

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

603223678DED0021

Westchester County Recording & Endorsement Page

Submitter Information

Name:	Robin Schemitsch	Phone:	914-395-2285
Address 1:	7 Dempsey Place	Fax:	914-395-1028
Address 2:		Email:	PostClosing@recordandreturn.com
City/State/Zip:	Eastchester NY 10709	Reference for Submitter:	RR-W-41202-20 RS

Document Details

Control Number:	**603223678**	Document Type:	**Deed (DED)**		
Package ID:	2020111700346001001	Document Page Count:	**3**	Total Page Count:	**4**

Parties

☐ Additional Parties on Continuation page

	1st PARTY			2nd PARTY	
1:	CAMPBELL PAMELA A	- Individual	1:	LESSER NINA B	- Individual
2:			2:	SHENG STEPHEN K	- Individual

Property

☐ Additional Properties on Continuation page

Street Address:	16 TIERNANS LN	Tax Designation:	3.80-45-30
City/Town:	GREENBURGH	Village:	DOBBS FERRY

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee:	$40.00
Page Fee:	$20.00
Cross-Reference Fee:	$0.00
Mortgage Affidavit Filing Fee:	$0.00
RP-5217 Filing Fee:	$125.00
TP-584 Filing Fee:	$5.00
RPL 291 Notice Fee:	$10.00
Total Recording Fees Paid:	**$200.00**

Transfer Taxes

Consideration:	$300,000.00
Transfer Tax:	$1,200.00
Mansion Tax:	$0.00
Transfer Tax Number:	22601

Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	$0.00
Westchester:	$0.00
Additional:	$0.00
MTA:	$0.00
Special:	$0.00
Yonkers:	$0.00
Total Mortgage Tax:	**$0.00**
Dwelling Type:	Exempt: ☐
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK

WESTCHESTER COUNTY SEAL

Recorded: 12/28/2020 at 12:14 PM

Control Number: **603223678**

Witness my hand and official seal

Timothy C Idoni

Timothy C.Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Law Office of Matthew Metz
3535 Hill Blvd

Yorktown Hghts, NY 10598

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 23rd day of November , 2020

BETWEEN

PAMELA A. CAMPBELL, RESIDING AT 8 Mohican Park Avenue, Dobbs Ferry, New York, 10522

party of the first part, and

Stephen ~~SEPHEN~~ KE-WEN SHENG and NINA BETH LESSER, Husband and wife residing at 161 Villard Avenue, Hastings-on-Hudson, New York 10706

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten ($10.00) Dollars and other valuable consideration dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Town of Greenburgh, Village of Dobbs Ferry, County of Westchester and State of New York, being more fully described in Schedule "A" annexed hereto and made a art hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Pamela A. Campbell

Standard N.Y.B.T.U. Form 8002 - Bargain and Sale Deed, with Covenant against Grantor's Acts – Uniform Acknowledgment
Form 3290

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Westchester , ss:

On the 17th day of November in the year 2020 , before me, the undersigned, personally appeared Pamela A. Campbell , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

RICHARD S. ABBATE
NOTARY PUBLIC, STATE OF NEW YORK
NO.: 02AB 5016867
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES AUGUST 23, 2021

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said
execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

NOTARY PUBLIC

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

State of , County of , ss:

On the day of in the year , before me, the undersigned personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

RECORDED AT THE REQUEST OF
RECORD & RETURN TITLE AGENCY
TITLE# RR-W-41202-20
THRU: __AMT __FA __ORT
__STIC ✓STG

Bargain and Sale Deed
With Covenants

Campbell TO Lesser / Sheng

Title No. RRW-41202-20

COUNTY: Westchester

TOWN/CITY: Greenburgh

PROPERTY ADDRESS: 16 Tiernans Lane, Dobbs Ferry

SECTION: 3.80

BLOCK: 45

LOT: 30

RETURN BY MAIL TO:

Record and Return Title Agency, Inc.
7 Dempsey Place
Eastchester, NY 10709

Title Number: **RR-W-41202-20**

SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Dobbs Ferry, Town of Greenburgh, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Tiernans Lane, distant 199.58 feet southeasterly as measured along the southwesterly side of Tiernans Lane from the southeasterly side of Main Street, formerly known as High Street, said point of beginning being the southeasterly corner of lands of Luigi DePaolo as acquired by deed recorded in Liber 7896 cp 727;

RUNNING THENCE southeasterly along the southwesterly side of Tiernans Lane, 23.58 feet to a point and the northwesterly line of lands of Mary Ann Salerno and others as acquired by deed recorded in Liber 9263 cp 42;

RUNNING THENCE southwesterly along the same and on a line forming an exterior angle of 72 degrees 01 minute 10 seconds with the southwesterly side of Tiernans Lane, 41.86 feet to a point and other lands of Stephen P. Marks;

THENCE northwesterly along the same and on a line forming an interior angle of 110 degrees 09 minutes 40 seconds with the last described line, 46.41 feet to the southeasterly line of said lands of DePaolo as above described;

RUNNING THENCE northeasterly along the same and on a line at right angles to the southwesterly side of Tiernans Lane, 68.48 feet to the point or place of BEGINNING.

Security Title Guarantee Corporation of Baltimore

RECORDING ENDORSEMENT

Title No. RR-W-41202-20

Attached to and made a part of Policy No. **B06249757**

The Policy is hereby amended to reflect instrument recording information as follows:

Deed made by Pamela A. Campbell to Nina Beth Lesser and Stephen KeWen Sheng recorded in the Office of the Clerk of the County of Westchester on 12/28/2020 in Control No. 603223678.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed on the date below to be valid when countersigned by an authorized officer of the Company, all in accordance with its By-Laws.

Dated: 11/23/2020

Countersigned

Security Title Guarantee Corporation of Baltimore

Authorized Signatory

POLICY NO. B06249757

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

OWNER'S POLICY OF TITLE INSURANCE

The following is provided for reference purposes, only, and does not limit or modify the provisions of the enclosed policy.

File No.: RR-W-41202-20 **Amount of Insurance:** $300,000.00

Owner: Nina Beth Lesser and
Stephen Ke-Wen Sheng

Property Address: 16 Tiernans Lane
Lot: 30; Section: 3.80; Block: 45;
Dobbs Ferry, NY 10522 County: Westchester

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE, a Maryland corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

This Policy is not complete without Schedules A and B and is valid only when countersigned by an authorized officer or Agent of the Company.

Issued By:
Record and Return Title Agency, Inc.
7 Dempsey Place
Eastchester, NY 10709

Authorized Signatory: ______________________

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

By: ______________________
Theodore C. Rogers, President

ATTEST:

By: ______________________
Marlene R. McGraw, Secretary

Record and Return Title Agency, Inc.
Security Title Guarantee Corporation of Baltimore

AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY (6-17-2006) WITH TIRSA NEW YORK COVERAGE ENDORSEMENT APPENDED

SCHEDULE A

Policy No. B06249757

Title Number	**Effective Date**	**Amount of Insurance**
RR-W-41202-20	11/23/2020	$300,000.00

1. **Name of Insured:** Nina Beth Lesser and Stephen Ke-Wen Sheng

2. **The estate or interest in the land that is covered by this policy is:** Fee Simple

3. **Title is vested by:**

   Nina Beth Lesser and Stephen Ke-Wen Sheng who acquired title by deed from Pamela A. Campbell dated 11/23/2020 and to be recorded in the Office of the Westchester County Clerk.

4. **The land referred to in this Policy is described herein on Schedule A Description of Premises.**

   For Information: Premises known as: 16 Tiernans Lane, Dobbs Ferry, NY 10522

Authorized Signatory

Policy No. B06249757
Title No. RR-W-41202-20

SCHEDULE A
DESCRIPTION OF PREMISES

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Dobbs Ferry, Town of Greenburgh, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Tiernans Lane, distant 199.58 feet southeasterly as measured along the southwesterly side of Tiernans Lane from the southeasterly side of Main Street, formerly known as High Street, said point of beginning being the southeasterly corner of lands of Luigi DePaolo as acquired by deed recorded in Liber 7896 cp 727;

RUNNING THENCE southeasterly along the southwesterly side of Tiernans Lane, 23.58 feet to a point and the northwesterly line of lands of Mary Ann Salerno and others as acquired by deed recorded in Liber 9263 cp 42;

RUNNING THENCE southwesterly along the same and on a line forming an exterior angle of 72 degrees 01 minute 10 seconds with the southwesterly side of Tiernans Lane, 41.86 feet to a point and other lands of Stephen P. Marks;

THENCE northwesterly along the same and on a line forming an interior angle of 110 degrees 09 minutes 40 seconds with the last described line, 46.41 feet to the southeasterly line of said lands of DePaolo as above described;

RUNNING THENCE northeasterly along the same and on a line at right angles to the southwesterly side of Tiernans Lane, 68.48 feet to the point or place of BEGINNING.

Record and Return Title Agency, Inc.
Security Title Guarantee Corporation of Baltimore

Policy No. B06249757
Title No. RR-W-41202-20

SCHEDULE B – PART I

Showing defects, liens, encumbrances and other matters against which the Company does not, by this Policy, insure:

1. Covenants, Conditions, Restrictions, and/or Reservations as follows:

   a) Covenants and Restrictions in Liber 299 Page 110.

   Policy insures, for mortgage purposes only, that there are no current violations and that a future violation of said covenants, restrictions, and/or reservations will not result in a forfeiture or reversion of title.

2. Variations exist between legal description and record lines of title as reflected on current tax map.

3. Mortgage Made by Nina Beth Lesser and Stephen Ke-Wen Sheng to Wells Fargo Bank, N.A., ISAOA in the principal amount of $200,000.00 dated 11/23/2020 To Be Recorded.

4. Survey Reading and Inspection (if applicable) annexed hereto and made a part hereof.

5. Policy excepts all water/sewer charges from the last actual reading through the date of policy.

6. A) General or special taxes and assessments, including water charges, required to be paid subsequent to the Policy Date, or posted after the Policy Date which covers any period prior to the Policy Date.

   B) All taxes which are currently open but not yet due and payable.

   C) Rights and claims of tenants and/or persons in possession

   D) Any loss or damage resulting from the posting of water/sewer charges after the Policy Date which covers any period prior to the Policy Date.

   E) This Preliminary Fee Policy is subject to any exceptions not omitted within the Marked-Up Title Commitment. This Preliminary Fee Policy will be replaced with the Final Fee Policy upon recordation of the Conveyance Deed and any related documents.

7. Easement Agreement made by and between Pamela A. Campbell and Jack Matessino and Andie Matessino, dated November 6, 2020 to be recorded in the Office of the Westchester County Clerk.

   Policy insures, for mortgage purposes only, that the exercise of any rights under the aforesaid easements, rights of way, agreements, and/or notes on said map(s) will not prohibit the use and occupancy of the dwelling erected on the premises described in Schedule 'A' herein.

SCHEDULE B – PART I

Survey Reading

Survey made by Lalsa Land Suveying PLLC dated 7/15/2020 shows:

One (1) story frame dwelling; one story on west side; flagstone patio on west;

No encroachments, no violations of deed restrictions or variations with lot lines except for the following:

Variations between curb and east record line of title.

Variations between stone curb and south record line of title.

Variations between chain link fence and west record line of title.

Variations between chain link fence on stone retaining wall and north record line of title.

Policy insures, for mortgage purposes only, against monetary loss by reason of said encroachments and/or variations.

Stone curb encroaches onto property immediately adjoining on the south. Policy excepts any loss or damage sustained by reason of enforced removal of said encroachment(s).

Note: Survey Reading and/or Inspection are not intended to be and should not be used to determine compliance with local building, zoning laws and regulations. They should only be relied upon to disclose exceptions to title.

The Security Title Guarantee Corporation of Baltimore

STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)

Attached to and made a part of Policy Number B06249757 Title No. RR-W-41202-20

1. The following is added as a Covered Risk:

   "11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

   5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: 11/23/2020

Issued By: Record and Return Title Agency, Inc.

Authorized Signatory

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

By Theodore C Rogers President

ATTEST:

By Marlene B. McGraw Secretary

COVERED RISKS (continued)

3. Unmarketable Title.

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (a) the occupancy, use, or enjoyment of the Land;

   (b) the character, dimensions, or location of any improvement erected on the Land;

   (c) the subdivision of land; or

   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

      (i) the occupancy, use, or enjoyment of the Land;

      (ii) the character, dimensions, or location of any improvement erected on the Land;

      (iii) the subdivision of land; or

      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) the term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "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 insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. **CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. **NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. **PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. **DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. **DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

(a) This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **Six South Calvert Street, Baltimore, Maryland 21202, Attn. Claims Department, Phone No. 800-669-6063 or by e-mail to Legal@eSecurityTitle.com**

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
Six South Calvert Street, Baltimore MD 21202-1388

PRIVACY NOTICE

This Privacy Notice is provided on behalf of The Security Title Guarantee Corporation of Baltimore.

Congress recently passed the Gramm-Leach-Bliley (GLB) Act, which deals in part with how the financial services industry handles nonpublic personal financial information. Security Title recognizes that the foundation of our business is maintaining your trust and confidence. In order to provide you with the most effective and beneficial service, we must maintain information about you. Keeping that information secure and private is important to us. This notice is provided to you so that you may know how we collect information about you, the type of information we collect, what we may disclose to our affiliates and non-affiliated third parties, and the steps we take to protect personal information about you.

WHAT WE COLLECT

First, we must collect a certain amount of personal information about you in order to provide customer service, offer new products or services, evaluate claims, administer products, and fulfill legal and regulatory requirements. Therefore, as part of our servicing of your requests, we may obtain certain nonpublic personal information about you. This information includes facts and data that we receive from you, real estate agents, lenders, government agencies, and/or other authorized persons in varying manners, including but not limited to applications, company required forms, telephone calls, correspondence, claim forms and other processing forms; facts and data about your transactions with us, our affiliates or others; and facts and data we receive from consumer reporting agencies.

The information we collect, or that has been provided to us in processing your transaction, may include:

- Your name, address, telephone number, email address, date of birth, Social Security number, age, gender, marital status, assets, bank account number(s) and financial statistics;
- Your relationship with us, such as products purchased, policy values, payment history and claims history;
- Your employment history, such as your occupation(s), your income and your employer(s) and years of service with employer(s);
- Your creditworthiness and credit history;

WHAT WE SHARE

Security Title is committed to maintaining the confidentiality of the personal information we collect. We welcome this opportunity to clarify our privacy policy for you.

With respect to the information we collect about you:

- We collect and use the information to the extent needed to conduct our business and to meet our high quality service standards;
- We restrict access to the information to authorized individuals who need to know this information to provide services and products to you;
- We maintain appropriate safeguards to protect information about you;
- We will verify that any persons requesting information about you or your relationship with us is entitled to such information prior to providing it.
- We share nonpublic personal information about you outside our company only to service your request, or as authorized by you, or as required or permitted by applicable law;
- We require any organization that provides assistance to us in administering or reinsuring contracts or providing services on our behalf to you to maintain the confidentiality of nonpublic personal information about you and not use such information for any other purpose; and
- Our Privacy Policy does not allow non-affiliates to offer their products and services to you.

The law does permit us to share information about you with our affiliates, including insurance companies and insurance service providers. The law also permits us to share information about you with companies that perform marketing services for us, or other financial institutions that have joint marketing agreements with us. The information we share with our affiliates or service providers need not be directly related to our transaction with you.

Security Title's Privacy Policy applies, to the extent required by law, to its agents when they are acting on behalf of Security Title. Please note that there may be instances when these same agents may not be acting on behalf of Security Title, in which case they may collect nonpublic personal information on their own behalf, or on behalf of another. In these instances, Security Title's Privacy Policy would not apply.

If we change our privacy practices, we will provide you notice of all material changes. This privacy notice supersedes all previous notices with respect to matters described herein.

It is our goal to ensure that all the information we collect is accurate and complete. Please notify us if you believe information is inaccurate.

NO ACTION IS REQUIRED BY YOU

You do not need to do anything as a result of this notice. It is meant to inform you of how we safeguard nonpublic personal information about you. You may wish to file this notice with your insurance papers.

We strive to maintain your confidence and trust.