



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

13-1534

First American Title Insurance Company, a California corporation herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned by either an officer or authorized agent of this Company.

In Witness Whereof, First American Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

Noble Land Transfer, Inc.
1415 Bethlehem Pike
Flourtown, PA 19031
Telephone: 215-338-0300 Fax: 215-338-0900

By: Denise Latta

(This Commitment is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Noble Land Transfer, Inc.
1415 Bethlehem Pike, Rear
Flourtown, PA 19031
215-338-0300 ~ 215-338-0900 fax

PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have request of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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NOTICE

1. To Sellers and Purchasers: Please be advised that First American Title Insurance Company (Company) and Noble Land Transfer, Inc. (Agent) have no knowledge, training or experience in matters that are unrelated to title insurance, including, but not limited to, such matters as Bulk Clearance Certificate Requirements(if applicable) Zoning/Subdivision, Structural Repairs, Environmental, Water Infiltration, Wetlands, termites or onsite sewage systems and we do not intend to and cannot provide services or advice to you on such matters. If you are faced with issues regarding such matters, you should consult a Lawyer, Engineer, Architect or other appropriate consultant or professional of your choice.

2. To Purchasers/Borrowers: If this conveyance or refinance occurs within ten years of a previous insurance of the same property, and there has been no change in the ownership, you may be entitled to a reduced rate. If this refinance is a transaction occurring within 2 years/4 years of the issuance of previous title insurance policy for the same property and there has been no change in the ownership, you may be entitled to a further reduced rate.

3. To Purchasers/Borrowers: Be advised that you may purchase, at additional cost, Enhanced Coverages from the basic policy of title insurance. If you wish an explanation of the enhanced coverages and the cost for these additional coverages, please contact the party listed below.

4. To Applicant/Purchasers/Borrowers: The Commonwealth of Pennsylvania Department of Insurance requires that we send the following notice to you, our applicant, and prior to closing. If applicable, the Department further requires that you, the applicant, forward this notice to the ultimate consumer in advance of the day of closing: NOTICE: Your title insurance fee covers the cost of closing on the insured real estate property if it takes place during regular office hours and at the office of the title insurance Agent or Underwriter. If your closing takes place at a location or time of your choosing, or that of your Lender or Realtor, the title insurance Agent or Underwriter may impose an additional charge for this service. You may determine that amount, if any, by contacting the party below.

5. To Executors/Administrators: Please be advised that all real property, along with tangible personal property, belonging to the decedent at the time of the decedent's death is subject to Inheritance Tax payable to the Commonwealth of PA. Inheritance Taxes, although, not a lien at the time of sale, constitutes a potential priority lien with a statute in excess of 22 years and therefore funds must be withheld at the time of settlement. Funds will be held in escrow at a maximum amount of 15% of the gross sale price. This escrow amount represents only a base amount of tax and does not constitute the amount owed to the Commonwealth. Tax amount owed to the Commonwealth can only be determined by preparing an Inheritance Tax return. Approximately 8 weeks after the filing of the tax return with the Register of Wills, the estate representative will receive a Notice of Appraisalment from the Commonwealth. Funds **WILL NOT BE RELEASED** until such notice is received by this Company. This Company also reserves the right to withhold in excess of 15% if the estate is subject to penalty and interest for the untimely filing of the return. Please note that Letters of Indemnification will not be accepted by Executors, Administrations or Attorneys representing said Estate. Please contact the undersigned for further information.

6. To Philadelphia County Sellers and Purchasers:

Water/Sewer Billing Accounts: All adjustments for excess water/sewer are made at the time of settlement based on the information that is provided to this company by you or your agent. It is the Seller's responsibility to provide this Company with a meter reading. Water/Sewer service and usage is lienable against the real estate. The following exception will appear in the Owner's Title Policy: "Company assumes no liability for any excess water/sewer charges after the date of the last reading". All water bills issued after the date of settlement are the responsibility of the Buyer. If you, the Buyer, receives a bill in the prior owner's name, please be advised that it is your obligation. Water Revenue may take up to three billing cycles to reflect the name of the new owner, therefore, Seller, if you receive a bill; please forward to Buyer for payment. Please note that a copy of the settlement statement may be faxed to the Water Revenue Department at 215-686-6852.

Philadelphia Gas Works: Please note that Philadelphia Gas Works' records are not open to the public and therefore we depend solely on PGW employees to relay accurate account information. PGW accounts are lienable against real estate and is not an insured item. The following exception will appear in the Owner's Title Policy: "Gas bills due to the City of Philadelphia, if any." We make every effort to guarantee that any funds due are paid at the time of settlement. It is the Seller's responsibility to produce any open billings and a meter reading to this Company. Buyer and Seller must contact PGW to close and to open account.

Use &Occupancy Certifications: Issues relative to the City of Philadelphia, Licenses and Inspections, Certificate of Occupancy requirements. Buyer may be responsible for the cost of violations and corrections of same, which would be shown only on Licenses and Inspections Certification. Company assumes no liability by reason thereof. This notice will not show on the final title policy as it is not a requirement for title insurance.



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Schedule A

File No.: **13-1534**

1. Effective Date: **June 28, 2013**

2. Policy or Policies to be issued:

AMOUNT

- (a) ALTA Owner's Policy of Title Insurance (6-17-06) \$
- ALTA Homeowner's Policy of Title Insurance (2-3-10)
- Other

Proposed Insured:

- (b) ALTA Loan Policy of Title Insurance (6-17-06) \$
- ALTA Expanded Coverage Residential Loan Policy (7-26-10)
- ALTA Short Form Loan Policy of Title Insurance (6-16-07)
- ALTA Short Form Expanded Coverage Residential Loan Policy (7-26-10)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

Clark L. Holman

Title acquired by: Deed from Louise Scott, Widow, Acting Herein by her Attorney-In-Fact Pearlletta, dated January 24, 1986, and recorded January 29, 1986, in the Office of the Recorder of Deeds for the County of Philadelphia, in Book FHS 370, at Page 260.

5. The land referred to in this Commitment is described in Exhibit A.

1521 Kater Street, Philadelphia, PA 19146

IssuingAgent: Noble Land Transfer, Inc.

Agent ID No: 4037702

Address: 1415 Bethlehem Pike

City,State,Zip: Flourtown, PA 19031

Telephone: 215-338-0300

By: Denise Latta

Authorized Countersignature

 <p>First American Title</p>	<p>Commitment for Title Insurance</p> <p>ISSUED BY First American Title Insurance Company</p>
<p>Schedule BI</p>	

REQUIREMENTS

File No.: **13-1534**

The following are the requirements to be complied with:

1. The Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record:
 - a. **Deed from Clark L. Holman, conveying the premises described in Schedule A herein, to**
_____.
2. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
3. Pay all premiums, fees and charges for the policy.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land, and we may make additional requirements or exceptions relating to the interest or loan.
5. Original photo identification for all parties to the transaction must be provided.
6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.
7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
8. If any improvements have been made in the past six months, all unfiled claims of mechanics and materialmen will be excepted as follows: 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.
9. Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.
10. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company.)
PARCEL IDENTIFICATION NUMBER: 30-1-0181-00
ASSESSMENT: 8,160.00
11. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

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Schedule BI <i>(continued)</i>	

File No.: 13-1534

12. **REAL ESTATE TAXES**

- a. Tax Receipts for the last three years to be produced and filed with the Company.
- b. Current Assessment: **\$8,160.00**
- c. BRT #: **30-1-0181-00**
- d. Taxes for the current year **2013**: Paid to date.

TYPE OF TAX	YEARLY AMOUNT	DUE DATE
City	<u>769.65</u>	<u>2/28/13</u>

MORTGAGES: (None)

JUDGMENTS:

- 1. Amount: **\$3,000.00**
Defendant: **Clark L. Holman**
Defendant Address: **5316 Germantown Avenue**
Plaintiff: **City of Philadelphia, Licenses and Inspections**
Original Filing Date: **04/03/2013**
Docket #: **CE 1204320224**

MECHANIC'S AND MUNICIPAL CLAIMS:

- 1. Amount: **\$16,637.38**
Defendant: **Clark L. Holman**
Defendant Address: **1521 Kater Street**
Plaintiff: **City of Philadelphia, Real Estate Tax Lien**
Original Filing Date: **04/22/2013**
Docket #: **CP 13030317**
***Satisfied**

BANKRUPTCIES: (None)

FINANCING STATEMENTS: (None)

 <p>First American Title</p>	<p>Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p>
<p>Schedule BI <i>(continued)</i></p>	

File No.: 13-1534

ADDITIONAL REQUIREMENTS:

1. Proof that Grantor herein is not a party to any divorce proceedings.
2. Tax Sale Proceedings have been instituted in CP # 1303T0317.
3. Multi-family and/or Commercial Philadelphia Properties: Proof that City of Philadelphia Annual Rubbish/Recycling/Refuse fee has 1) been paid, or 2) produced acceptance letter from Street's Department for Owner's Commercial Solid Waste and Recycling Plan at 215-686-5090.

WATER/SEWER RENTS: Account Number 0124708001521001

Balance: \$0.00 Due

Last Reading: 7/17/2013

Receipts and billings for current year to be produced and filed with Company.

Company assumes no liability for any water/sewer charges after date of the last reading; Billings since that time have been issued on an estimated usage.

WATER/SEWER RENTS: Account Number 0124708001521002

Balance: \$613.43 Due

Last Reading: Unmetered

Receipts and billings for current year to be produced and filed with Company.

Company assumes no liability for any water/sewer charges after date of the last reading; Billings since that time have been issued on an estimated usage.

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Schedule BII	

EXCEPTIONS

File No.: **13-1534**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
5. Possible additional tax assessments, not yet due and payable.
6. Accuracy of area content not insured.
7. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein.
8. Easement of a 2 feet 4 inch wide alley.

 <p><i>First American Title</i></p>	<p>Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p>
<p>Exhibit A</p>	

File No.: 13-1534

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE on the North side of Kater Street at the distance of One hundred and Seventy-one feet Westward from the West side of Fifteenth Street in the Thirtieth Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Kater Street Seventeen feet (including One-half of a certain Two feet Six inches wide alley leading Southward into said Kater Street) and extending of that width in length or depth Northward Fifty feet including on the rear end thereof a certain Two feet Four inches wide alley leading Westward into the above mentioned Two feet Six inches wide alley leading Southward into the said Kater Street.

BEING no. 1521 Kater Street.

TOGETHER with the free and common use, right, liberty and privilege of the aforesaid alleys as and for passageways and watercourses at all times hereafter, forever.