

ALTA COMMITMENT FORM

C A T I C<sup>®</sup>

SCHEDULE A

PC Smith

Agent Name:  
CATIC - CT

Agent No.  
009998

- 1. Effective Date: 9/9/2008
- 2. Policy or Policies to be issued: (Most current ALTA form policy (standard coverage) will be issued unless otherwise specified below).

(a) Owner Policy                      Other type of policy: Expanded  
 Proposed Policy Amount:            \$200,000.00  
 Proposed Insured:                    John Smith and Ellen Smith

(b) Loan Policy                        Other type of policy:  
 Proposed Policy Amount:            \$100,000.00  
 Proposed Insured:                    Webster Bank  
     Its successors and/or assigns as their interests may appear  
     609 West Johnson Avenue  
     Cheshire, CT 06410

- 3. The estate or interest in the land described or referred to in this Commitment is fee simple unless the box is checked below:

Leasehold Estate

- 4. Title to the estate or interest in the land is at the Effective Date vested in:  
     David Legal and Monica Legal

- 5. The land referred to in this Commitment is described as follows:  
     123 Main Street, Rocky Hill, Connecticut.

Countersigned and validated:

By \_\_\_\_\_  
     Signature of Issuing Attorney

\_\_\_\_\_  
 Please Print or Type Name of Issuing Attorney

# C A T I C<sup>®</sup>

## CONTINUATION SHEET

Policy No. PCSmith

**Schedule B Requirements are continued as follows:**

**TO BE PAID OFF AND RELEASED AT CLOSING:**

A Mortgage Deed to secure the original indebtedness of \$100,000.00 from John Smith and Ellen Smith, mortgagor, to Wells Fargo Mortgage Company, mortgagee, dated 8/8/03 and recorded 8/9/03 in Volume 346 at Page 677 of the Rocky Hill Land Records.

# C A T I C<sup>®</sup>

## CONTINUATION SHEET

Policy No. PCSmith

### Schedule B Exceptions are continued as follows:

6. Covenants and restrictions dated 6/7/98 and recorded 7/1/98 in Volume 261 at Page 939 of the Rocky Hill Land Records.
7. A utility easement in favor of CL&P dated 6/2/97 and recorded 6/3/97 in Volume 241 at Page 3434 of the Rocky Hill Land Records.

### SPECIAL NOTES:

**TAXES:** On the Grand List of October 1, 2007 which covers the period from July 1, 2008 through June 30, 2009 in the total amount of \$3,429.88 are paid semi-annually; first half in the amount of \$1,714.94 due July 1, 2008 is paid; second half in the amount of \$1,714.94 due January 1, 2009, are not yet due and payable.

**TITLE IS VESTED BY VIRTUE OF:** A Warranty Deed from Todd Jones and Laura Jones to John Smith and Ellen Smith dated 8/8/03 and recorded 8/9/03 in Volume 346 at Page 675 of the Rocky Hill Land Records.

# C A T I C<sup>®</sup>

## **CONTINUATION SHEET**

**Policy No.** MP1234567

### **Schedule B Exceptions are continued as follows:**

2. A utility easement in favor of Connecticut Light & Power Company dated March 23, 2001 and recorded April 1, 2001 in Volume 345 at Page 21 of the South Windsor Land Records.

### **Agreement with CATIC**

3. There remains unreleased of record a mechanic's lien in favor of 123 Builders, LLC in the amount of \$10,879.00 dated June 1, 2006 and recorded at Volume 456 at Page 654 of the South Windsor Land Records. This policy insures against actual loss or damage to the insured, including costs, attorney's fees and expenses, by reason of such lien.

**ALTA LOAN POLICY (6-17-06)**

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**Schedule B, Part II**

**Mortgagee Policy No.** MP1234567

**Owner Policy No.** (for informational purposes only)

**In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien of the Insured Mortgage upon the estate or interest:**

**FIRST MORTGAGE TITLE POLICY**

**2nd Mortgage Reference**

A Mortgage from Billy Buyer to Webster Bank in the amount of \$75,000.00 dated September 22, 2008 and recorded September 26, 2008 at 1:42 p.m. in the South Windsor Land Records.

**Subordinated Mortgage**

A Mortgage from Billy Buyer to Rockville Bank in the original principal amount of \$45,000.00 dated June 1, 2004 and recorded in Volume 123 at Page 321 of the South Windsor Land Records. Said mortgage was subordinated to the lien of the insured mortgage by a subordination agreement dated September 22, 2008 and recorded September 26, 2008 at 1:40 p.m. in the South Windsor Land Records.

**Subordinated Lease**

Lease from Billy Buyer to ABC Limited dated June 1, 2005 and recorded in Volume 987 at Page 789 of the South Windsor Land Records. Said lease was subordinated to the lien of the insured mortgage by subordination agreement dated September 22, 2008 and recorded on September 26, 2008 at 1:39 p.m. in the South Windsor Land Records.

**ALTA LOAN POLICY (6-17-06)**

**C A T I C<sup>®</sup>**

Policy No. MP 0101010 Insert 1 of 2	Amount of Insurance \$100,000.00	Date of Policy 2/5/2008 As to Insert One
Agent Name CATIC - CT		Agent No. 009998

**MORTGAGEE TITLE INSURANCE POLICY**

**SCHEDULE A - As to Insert One**

1. Name of Insured: People's Bank  
and/or its successors and assigns as their interests may appear  
Fictitious Address  
Hartford, CT 06122
  
2. The estate or interest in the land that is encumbered by the Insured Mortgage is fee simple unless the box is checked below:  
  
 Leasehold Estate (See Attached Leasehold Endorsement)
  
3. Title is vested in:  
  
John Doe and Jane Doe
  
4. The Insured Mortgage and its assignments, if any, are described as follows:  
Mortgage from John Doe and Jane Doe  
to People's Bank  
in the principal amount  
of \$100,000.00  
dated February 4, 2008  
and recorded in the land records  
of the Town of Newington, Connecticut  
on February 5, 2008  
and assigned to  
by instrument dated  
and recorded in said  
land records on
  
5. The Land referred to in this policy is described as follows:  
123 Main Street, Newington, Connecticut  
A copy of the description of said Land is attached hereto as Schedule C.

Countersigned and validated:

By \_\_\_\_\_  
Signature of Issuing Attorney

\_\_\_\_\_  
Please Print or Type Name of Issuing Attorney

Policy not valid unless Schedule B - Part I attached.

**ALTA LOAN POLICY (6-17-06)**

C A T I C<sup>®</sup>

Policy No. MP 0101010 Insert 2 of 2	Amount of Insurance \$100,000.00	Date of Policy 2/5/2008 As to Insert Two
Agent Name CATIC - CT		Agent No. 009998

**MORTGAGEE TITLE INSURANCE POLICY**

**SCHEDULE A - As to Insert Two**

- Name of Insured: People's Bank  
and/or its successors and assigns as their interests may appear  
Fictitious Address  
Hartford, CT 06122
- The estate or interest in the land that is encumbered by the Insured Mortgage is fee simple unless the box is checked below:

Leasehold Estate (See Attached Leasehold Endorsement)

- Title is vested in:  
Doe and Doe, LLC
- The Insured Mortgage and its assignments, if any, are described as follows:  
Mortgage from Doe and Doe, LLC  
to People's Bank  
in the principal amount  
of \$100,000.00  
dated February 4, 2008  
and recorded in the land records  
of the Town of West Hartford, Connecticut  
on February 5, 2008  
and assigned to  
by instrument dated  
and recorded in said  
land records on

- The Land referred to in this policy is described as follows:  
456 Main Street, Elmwood, West Hartford, Connecticut  
A copy of the description of said Land is attached hereto as Schedule C.

Countersigned and validated:

By \_\_\_\_\_  
Signature of Issuing Attorney

\_\_\_\_\_  
Please Print or Type Name of Issuing Attorney

Policy not valid unless Schedule B - Part I attached.

# C A T I C<sup>®</sup>

## **CONTINUATION SHEET**

**Policy No. MP0101010**

### **Schedule B Exceptions are continued as follows:**

- As to Insert One

2. Easement in favor of .....
3. Right of way.....

**NOTE: The mortgages described on Inserts 1 through 2 of this policy are given as security for a single note in the amount of \$100,000.00. The total liability of the Company under this policy is \$100,000.00.**



# C A T I C<sup>®</sup>

## CONTINUATION SHEET

Policy No. MP0101010

### Schedule B Exceptions are continued as follows:

- As to Insert Two

2. Restrictive covenants in favor of.....
3. Ten (10') building line as shown.....

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**SCHEDULE C**

**Policy No.** MP0101010

As to Insert One - 123 Main Street, Newington:

*[insert legal description]*

As to Insert Two - 456 Main Street, West Hartford:

*[insert legal description]*

Connecticut Attorneys Title Insurance Company

(Note: Sign this affidavit in the presence of a notary public or commissioner of the superior court.)

OWNER'S AFFIDAVIT

State of )
) ss.
County of )

I/we, being
the owner(s) of premises situated in Connecticut known as
, swear that

the following statements are true:

(A) POSSESSION: As of today, there are no tenants or other persons who are in possession or have a right to possession
of this property, unless they are listed here:

(B) SURVEY: I/we have examined the survey of this property titled "
," made by
, and dated
and to the best of my/our knowledge, information and belief: (Please check one.)

- As of today, there have been no changes with respect to matters shown on that survey.
There have been changes with respect to matters shown on that survey and those changes are described on the
attached sheet.

(Note: If you do not have a survey of this property, cross out Paragraph (B) and complete the report printed on Page 2
of this form.)

(C) MECHANICS' LIENS: Within the last 90 days, including today, no one has furnished any materials or rendered any services:
(1) in the construction, raising, removal or repairs of any building, or any of its appurtenances, on this property; or
(2) in the improvement of this lot; or
(3) in the site development or subdivision of any plot of land of which this property constitutes or was a part.
Furthermore, no one, at any time, has furnished any materials or rendered any services pursuant to a contract for the
same, which contract:

- remains partially to be performed as of today, and
requires the person furnishing said materials or rendering said services to do so, on this property, lot, subdivision or
plot of land, at a later date.

(Note: If materials or services were provided within the last 90 days, and/or if there are materials or services to be provided
pursuant to a partially performed contract, and/or if materials are to be furnished or services are to be provided between now
and the delivery of the mortgage or deed to be insured by CATIC, cross out Paragraph (C) and give the policy-issuing
attorney properly completed mechanic's lien waivers instead (1-4 family residential) or, for an MP only, lien subordinations.
A Full Payment and Completion Form is required for lien coverage on an owner policy for all property other than 1-4 family
residential. In cases involving minor repairs or upgrades where the total cost is \$10,000.00 or less and there are five or
fewer providers of materials and services, Paragraph (C) may be revised to refer to attached receipted bills showing that all
of the work is complete and fully paid for.)

(D) RESTRICTIONS: As of today, I/we have no knowledge of any violations of any restrictions regulating the use of this
property.

(E) EASEMENTS: As of today, to the best of my/our knowledge, none of the present improvements on the land encroach
upon any easements affecting this property.

(F) PERMITS: I/we have no knowledge of the construction of any building or addition on this property that was performed without
obtaining a building permit and, if applicable, a certificate of occupancy.

I/we understand that CONNECTICUT ATTORNEYS TITLE INSURANCE COMPANY will rely upon the truth of the statements
made in this affidavit when it issues its policy or policies of title insurance insuring the title to this property and that I/we may be
liable for damages for misrepresentations made in completing this form.

Owner Owner

Subscribed and sworn to, before me, this day of

Commissioner of the Superior Court
Notary Public
Commission Expires:

*Connecticut Attorneys Title Insurance Company*  
**OWNER'S SPECIAL TITLE AND SURVEY REPORT**

(Note: This Special Title and Survey Report is to be completed and signed by one or more of the owners of the property and delivered to the attorney issuing the appropriate CATIC title insurance policy prior to the closing. Under CATIC's underwriting guidelines regarding survey coverage, it may be used, under some circumstances, to justify the deletion of the survey exception from certain policies.)

This report relates to the property described on the Form A-100 attached hereto (hereinafter called the "Property").

1. How long have you owned an interest in the Property? \_\_\_\_\_

2. Have you personally occupied the Property? Yes \_\_\_\_\_ No \_\_\_\_\_ .

3. During the time you have been the owner or one of the owners of the Property, has anyone claimed to have any interest in your Property or any easement or right-of-way on or across your Property which you dispute and do not recognize as being a valid claim? Yes \_\_\_\_\_ No \_\_\_\_\_ .

If Yes, Please explain in full on an attached sheet.

4. During the time that you have been the owner or co-owner of the Property, has there been any dispute with other persons over the location of any of your boundary lines? Yes \_\_\_\_\_ No \_\_\_\_\_ .

If Yes, Please explain in full on an attached sheet.

5. Do you know or have reason to believe that any building or other structure on your land (including patios, porches, stoops, etc.) encroaches (is partially located) on any adjoining property or onto or within the boundaries of any easement on your Property? Yes \_\_\_\_\_ No \_\_\_\_\_ .

If Yes, Please explain in full on an attached sheet.

6. Do you know or have reason to believe that any part of a neighbor's building, fence, wall, hedge or driveway encroaches (is located in part) on your Property? Yes \_\_\_\_\_ No \_\_\_\_\_ .

If Yes, Please explain in full on an attached sheet.

7. Do you know or have reason to believe that any building or other structure on your Property (including patios, porches, stoops, etc.) extends over any public or private building or set back line or that your Property is not in conformance with applicable zoning or other land use laws (such as inland wetlands and coastal management designations)?  
Yes \_\_\_\_\_ No \_\_\_\_\_ .

If Yes, Please explain in full on an attached sheet.

8. Does any brook, river or stream flow through your Property? Yes \_\_\_\_\_ No \_\_\_\_\_ .

9. Does your Property bound on a lake, stream, river or pond? Yes \_\_\_\_\_ No \_\_\_\_\_ .

10. Does your Property share a common driveway with any adjoining property? Yes \_\_\_\_\_ No \_\_\_\_\_ .

I/we have completed this Special Title and Survey Report with the knowledge and understanding that the information that has been given herein will be relied upon by Connecticut Attorneys Title Insurance Company in issuing its title insurance policy without taking an exception in the policy for such state of facts as an accurate survey and a reasonable inspection of the premises would reveal. The answers to the above questions are true to the best knowledge and information of the undersigned.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Owner

*The additional Form A-100 must be sworn to in the presence of either a Notary Public or a Commissioner of the Superior Court.*



Connecticut Attorneys Title Insurance Company  
101 Corporate Place  
Rocky Hill, CT 06067-1895

Confirmation of Refinance Quotation

To: CATIC - CT  
101 Corporate Place  
Rocky Hill, Connecticut 06067

Client: John Brown and Suzy Smith

Property address: 100 Brown Street  
Wethersfield, Connecticut 06109

Old Policy:

Other Company: CATIC

Old Amount: \$120,000.00

New Mortgage Amount \$100,000.00

New Policy Gross Premium: \$228.00

Additional Items Chosen:

**TOTAL GROSS PREMIUM** \$228.00

**SEND CATIC** \$91.00

**This is not a bill**  
**Thank you for insuring this transaction through CATIC**