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**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK**

**OREGON HOUSING & COMMUNITY
SERVICE,**

Plaintiff,

vs.

**CANDELARIA CALVILLO, an individual;
VALENTE CALVILLO, an individual; and
all other persons, parties, or occupants
unknown claiming any legal or equitable
right, title, estate, lien, or interest in the real
property described in the complaint herein,
adverse to Plaintiff's title, or any cloud on
Plaintiff's title to the Property.**

Defendants.

CASE NUMBER: 17CV28230

WRIT OF EXECUTION IN FORECLOSURE

TO: THE SHERIFF OF POLK COUNTY, OREGON:

1.

**WHEREAS, on November 1, 2018, in the above-entitled Court, a General Judgment of
Foreclosure ("Judgment") was entered and docketed in the above-entitled and numbered proceeding**

1 **Additional Pre-Judgment Interest:**

2 Accrued Interest from August 17, 2018,
3 the day after the date set forth in the
4 Judgment through November 1, 2018,
5 the date of entry of the Judgment, at
6 5.625%, per annum (\$24.17 per diem): \$1,836.92

7
8 ***Total Judgment Entered Including***

9 ***Additional Pre-Judgment***

10 ***Interest:*** \$217,842.28

11 3.

12 Additionally, Plaintiff is entitled to the accrual of post-judgment interest on \$217,842.28 at
13 the legal rate of interest of 9% per annum, \$53.71 per diem, from November 2, 2018 to the date the
14 real property subject to the Judgment is sold by the County Sheriff at its foreclosure auction, plus
15 costs of this Writ, Sherriff's fees and sale costs, and all other recovered costs pursuant to law.

16 4.

17 The real property subject to this writ of execution is commonly known as 1166 E ST,
18 INDEPENDENCE, OR 97351 ("Property") and described in Exhibit "1" attached hereto.

19 5.

20 The Judgment Creditor's name and address is:

21 OREGON HOUSING & COMMUNITY SERVICE

22 c/o U.S. Bank National Association

23 4801 Frederica Street

24 Owensboro, Kentucky 42301-7441

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The Judgment Creditor's name and address for the purpose of this Writ is:

OREGON HOUSING & COMMUNITY SERVICE
c/o Malcolm & Cisneros, ALC (Attention: Nathan F. Smith)
2112 Business Center Drive
Irvine, CA 92612
949-252-9400

THEREFORE, in the name of the State of Oregon, you are hereby commanded to seize and sell the Property, in the manner prescribed by law; or so much thereof as may be necessary to satisfy the Judgment, interest, fees, and costs.

MAKE RETURN HEREOF within 60 days after you receive this Writ.



Signed: 12/17/2018 02:37 PM

Debra M. Dupras

JSSII Debra M. Dupras

Submitted by:

[Handwritten signature]

Dated: 12/5/18

Nathan F. Smith, OSB #120112
Attorney for Plaintiff
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: nathan@mclaw.org

EXHIBIT 1

LEGAL DESCRIPTION

Parcel 3 of Partition Plat No. 2006-39, recorded December 19, 2006, Volume 2006, Page 39, in Polk County, Oregon.

MORE ACCURATELY DESCRIBED AS:

Parcel 3, according to PARTITION PLAT NO. 2006-0039, in the City of Independence, County of Polk, State of Oregon.

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**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK**

OREGON HOUSING & COMMUNITY SERVICE, CASE NUMBER: 17CV28230

Plaintiff,

vs.

GENERAL JUDGMENT OF FORECLOSURE AGAINST:

CANDELARIA CALVILLO, an individual; VALENTE CALVILLO, an individual; and all other persons, parties, or occupants unknown claiming any legal or equitable right, title, estate, lien, or interest in the real property described in the complaint herein, adverse to Plaintiff's title, or any cloud on Plaintiff's title to the Property.

- 1. CANDELARIA CALVILLO
- 2. VALENTE CALVILLO
- 3. ALL OTHER PERSONS, ARTIES, OR OCCUPENTS UNKNOWN

Defendants.

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1.

THIS MATTER, coming on regularly before the Court, and it appearing from the record herein that Plaintiff, OREGON HOUSING & COMMUNITY SERVICE ("Plaintiff"), filed its Complaint for Foreclosure of Deed of Trust; that DEFENDANTS CANDELARIA CALVILLO, VALENTE CALVILLO, and ALL OTHER PERSONS, PARTIES, OR OCCUPANTS UNKNOWN ("Defendants") were duly served with the Summons and Complaint as required by law; that Defendants failed to appear, that the orders of default have been entered against them on Plaintiff's Complaint, and that Plaintiff is entitled to entry of a General Judgment foreclosing Plaintiff's deed of trust against the property commonly known as 1166 E ST, INDEPENDENCE, OR 97351 ("Property") and extinguishing any and all interest of the Defendants in the Property.

2.

The Court being fully advised; it is hereby
ORDERED AND ADJUDGED that:

3.

Plaintiff is the holder of that certain promissory note ("Note"), dated December 13, 2007, in the amount of \$173,182.00, and executed by DEFENDANTS CANDELARIA CALVILLO and VALENTE CALVILLO.

The Note is secured by that certain deed of trust ("Deed of Trust") dated December 13, 2007 and executed by VALENTE CALVILLO and CANDELARIA CALVILLO. The Deed of Trust was recorded on December 14, 2007 under the recording number 2007-018649 of the Official Records of Polk County, Oregon, against the Property, which is legally described as: See Exhibit "1" attached hereto. ("Property") and constitutes a valid lien against the Property.

4.

The terms of the Note and Deed of Trust are in breach; therefore, Plaintiff has now declared all sums due and owing under the Note and Deed of Trust as immediately due and payable.

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5.

The Deed of Trust is a valid first priority lien encumbering the Property, is superior to any interest, lien, or claim of the Defendants and any other party in the Property, which are hereby foreclosed and terminated, excepting only any statutory right of redemption to which the Defendants may be entitled under Oregon law.

6.

A judgment of foreclosure in the amount of \$216,005.36 shall be granted in favor of Plaintiff, and its successors and/or assigns, as further described below in the Declaration of Amount Owed – Not a Money Award (“Amount Owed”).

7.

The Property is hereby ordered to be sold by law and the proceeds of sale applied toward the satisfaction of Plaintiff’s Amount Owed herein; and the surplus, if any to the Clerk of the Court to be disbursed to such party or parties as may establish their right thereto.

8.

Plaintiff is entitled to recover its reasonable attorney’s fees and all reasonable and necessary costs and expenses incurred to enforcing the Note and Deed of Trust.

9.

Any increased interest or any such additional amounts as Plaintiff may advance for taxes, assessments, municipal charges, and such other items as may constitute liens on the Property, together with insurance and repairs necessary to prevent the impairment of the Property, together with interest thereon from the date of payment may also be added to the Amount Owed and paid from the proceeds from the sale of the Property.

10.

Defendants and all parties claiming an interest in the Property as purchasers, encumbrancers, or otherwise, are forever barred and foreclosed of all interests, liens, or claims in the Property and every portion thereof, excepting only any statutory right of redemption provided by the laws of the State of Oregon.

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11.

Defendants VALENTE CALVILLO and CANDELARIA CALVILLO are not entitled to a homestead exemption in the Property.

12.

Plaintiff may become purchaser at the Sheriff's Sale of the Property and may bid up to the aggregate amount of its Amount Owed, plus any additional interest and reasonable costs until sale.

13.

The purchaser of the Property at the Sheriff's Sale is entitled to exclusive and immediate possession of the Property from and after the date of the sale, and is entitled to such remedies as are available at law to secure possession of the Property, and may apply to the Clerk of the Court for a writ of assistance, if Defendants, any of them, or any other party or person shall refuse to surrender possession of the Property to the purchaser immediately on the purchaser's demand for possession.

14.

This Court shall retain jurisdiction to enforce all provisions of this General Judgment and to enter such additional order, judgment, or decree necessary for the purchaser at the foreclosure sale to obtain possession of the Property.

15.

Under the Note, there is now due and owing to Plaintiff, the following amounts, to be hereinafter described as the Amount Owed.

16.

This suit does not constitute an attempt to collect the debt against DEFENDANTS CANDELARIA CALVILLO, VALENTE CALVILLO, and ALL OTHER PERSONS, PARTIES, OR OCCUPANTS UNKNOWN. Rather, it is a suit to execute upon the Property as security for the Amount Owed.

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1 **DECLARATION OF DEBT SECURED BY DEED OF TRUST**

2 **(Pursuant to Senate Bill 368)**

3 17.

4 Under the terms of the Deed of Trust and the Note dated December 14, 2007, in the original
5 principal amount of \$173,182.00, there is now due and owing the following amounts, to be
6 hereinafter described as the Amount Due:

7 **DECLARATION OF AMOUNT OWED – NOT A MONEY AWARD**

8 **1. Judgment Creditor:** OREGON HOUSING & COMMUNITY

9 Address: SERVICE

10 c/o MALCOLM ♦ CISNEROS,

11 A Law Corporation

12 2112 Business Center Drive, 2nd Floor

13 Irvine, California 92612

14 **Judgment Attorney:** Nathan F. Smith

15 Address: MALCOLM ♦ CISNEROS, A Law Corporation

16 2112 Business Center Drive, 2nd Floor

17 Irvine, California 92612

18 Telephone Number: (949) 252-9400

19 **2. Persons or Public Bodies Entitled to**

20 **a Portion the Judgment:** N/A

21 **3. Judgment Amount:** \$211,742.91

22 **4. Pre-Judgment Interest:** Simple interest to accrue on \$156,832.98 from
23 August 17, 2018 to the date the Judgment is
24 entered into the Court's register at 5.625% per
25 annum, \$24.17 per diem.
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5. Post-Judgment Interest:

Simple interest to accrue on \$216,005.36 plus Pre-Judgment Interest from the day after the General Judgment is entered to the date upon which the Writ of Execution in Foreclosure is levied at the legal rate of interest or 9% per annum, whichever is greater.

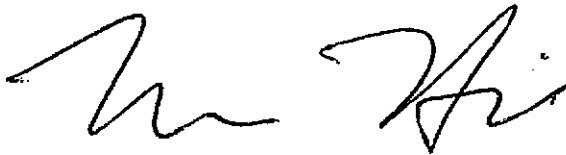
6. Periodic accrual:

N/A

7. Attorney's Fees and Costs:

An award of \$4,262.45 in attorney's fees and costs is made.

Signed: 11/1/2018 09:51 AM



Circuit Court Judge Norm R. Hill

Submitted by:



Dated: _____

9/12/18

Nathan F. Smith, OSB #120112
Attorney for Plaintiff
MALCOLM ♦ CISNEROS, A Law Corporation
2112 Business Center Drive, Second Floor
Irvine, California 92612
Phone: (949) 252-9400
Fax: (949) 252-1032
Email: nathan@mclaw.org

EXHIBIT 1

LEGAL DESCRIPTION

Parcel 3 of Partition Plat No. 2006-39, recorded December 19, 2006, Volume 2006, Page 39, in Polk County, Oregon.

MORE ACCURATELY DESCRIBED AS:

Parcel 3, according to PARTITION PLAT NO. 2006-0039, in the City of Independence, County of Polk, State of Oregon.

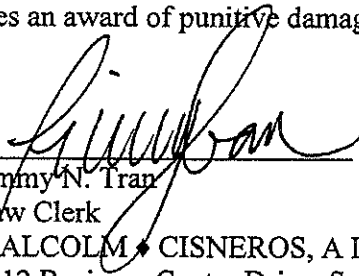
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CERTIFICATE OF READINESS

This proposed Order or Judgment is ready for judicial signature because:

- Service is not required pursuant to subsection (3) of UTCR 5.100, or by statute, rule or otherwise.
- The relief sought is against an opposing party who has been found in default.
- An order of default is being requested with this proposed judgment.
- Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.
- Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
- I have served a copy of this order or judgment on all parties entitled to service and:
 - No objection has been served on me.
 - I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
 - After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
- This is a proposed judgment that includes an award of punitive damages.

DATED: 9/14/18, 2018

By: 
 Jimmy N. Tran
 Law Clerk
 MALCOLM • CISNEROS, A Law Corporation
 2112 Business Center Drive, Second Floor
 Irvine, California 92612
 (949) 252-9400 (TELEPHONE)
 (949) 252-1032 (FAX)

ENDORSEMENT

Issued By:

Attached to Guarantee Number:



**CHICAGO TITLE
INSURANCE COMPANY**

**471817062886
AMENDMENT 1 - Revise legal**

Date: January 7, 2019

Premium: \$0.00

The Company hereby assures the Assured that, subsequent to the date of the Guarantee issued under the above number, no matters are shown by the Public Records which would affect the assurances in said Guarantee other than the following:

[Intentionally Deleted]

2. A pending court action as disclosed by a recorded lis pendens notice:

Plaintiff: Oregon Housing & Community Service
Defendant: Valente Calvillo; Candelaria Calvillo; All other persons, parties or occupants unknown
County: Polk
Court: Circuit
Case No.: 17CV28230 property foreclosure
Attorney: Nathan F. Smith
Recording Date: July 13, 2017
Recording No: 2017-008266

3. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2018-2019
Amount: \$2,695.49
Levy Code: 1303
Account No.: 570538
Map No.: 08429-AC-04403

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

The total liability of the Company under said Guarantee and under this endorsement thereto shall not exceed, in the aggregate, the amount stated in said Guarantee.

Customer Reference: DD END #2

Chicago Title Insurance Company

Countersigned By:

A handwritten signature in black ink, appearing to read "Nathan F. Smith".

Authorized Officer or Agent

STATEMENT OF TAX ACCOUNT
POLK COUNTY TAX COLLECTOR
850 MAIN ST
DALLAS, OREGON 97338-3184
(503) 623-9264

9-Jan-2019

CALVILLO VALENTE
 1166 E ST
 INDEPENDENCE, OR 97351

Tax Account #	570538	Lender Name	CLG - US BANCORP SERVICE PROVIDERS
Account Status	A	Loan Number	4141726116420
Roll Type	Real	Property ID	1303
Situs Address	1166 E ST INDEPENDENCE, OR 97351	Interest To	Jan 15, 2019

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,695.49	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,680.60	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,730.07	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,623.45	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,567.48	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,423.00	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,338.80	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,264.26	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,186.32	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,178.53	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,120.94	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$669.49	Nov 15, 2007
Total		\$0.00	\$0.00	\$0.00	\$0.00		

GUARANTEE FOR JUDICIAL FORECLOSURE, TRUSTEE'S SALE, STATUTORY LAND SALE CONTRACT FORFEITURE, OR LITIGATION

Issued By:

Guarantee Number:



**CHICAGO TITLE
INSURANCE COMPANY**

**471817062886
Amendment 1 - Revise legal**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

1. The title to the estate or interest described on Exhibit 1 was vested in the vestee named on Exhibit 1, subject to the matters shown as Exceptions on Exhibit 1, which Exceptions are not necessarily shown in the order of their priority;
2. If applicable, the necessary parties to be made defendants in a suit to enforce the encumbrance identified on Exhibit 1 are as shown on Exhibit 2;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.806 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown on Exhibit 2, and the names of additional persons who, under Sections 86.705 et seq. of the Oregon Revised Statutes, are entitled to receive notice of sale are as shown on Exhibit 2;
4. If applicable, the names of persons entitled to receive notice of defaults, pursuant to Sections 93.905 et seq. of the Oregon Revised Statutes, are shown on Exhibit 2.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed by its duly authorized officers.

Issuing Office or Agent:
Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201
(503)646-4444 FAX (503)219-9984

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



EXHIBIT 1

Effective Date	Liability	Fee
June 23, 2017 at 08:00 AM	\$193,182.00	\$685.00

A. The Assured is:

Oregon Housing & Community Service and Malcolm Cisneros a Law Corporation

B. The encumbrance to be enforced is:

A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$173,182.00
 Dated: December 13, 2007
 Trustor/Grantor: Valente Calvillo and Candelaria Calvillo, husband and wife
 Trustee: Fidelity National Title Insurance
 Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for U.S. Bank N.A.
 Loan No.: 7884732559; MIN: 100021278847325599
 Recording Date: December 14, 2007
 Recording No.: 2007-18649

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Oregon Housing and Community Service
 Loan No.: 7884732559
 Recording Date: November 18, 2014
 Recording No.: 2014-9576

C. The estate or interest in the land which is covered by this Guarantee is:

D. Title to the estate or interest in the land is vested, as of the effective date, in:

Valente Calvillo

E. The Land referred to in this Guarantee is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

According to the County Tax Rolls the address of the subject property is:

1166 E Street, Independence, OR 97351

END OF EXHIBIT 1

EXHIBIT 2

Relative to the encumbrance to be enforced, if any, shown on Exhibit 1:

1. Attention is directed to The Servicemembers Civil Relief Act (successor to The Soldiers' and Sailors' Civil Relief Act of 1940), which restricts proceedings against persons in the military service of the United States.
2. Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides that written notice of a non-judicial sale be given to the Secretary of the Treasury or his or her delegate as a requirement for the discharge of a federal tax lien or the divestment of any title of the United States, and establishes a right in the United States to redeem the property within a period of One Hundred Twenty (120) Days from the date of such sale.
3. Except as shown on Exhibit 1, no notice of pendency of an action for the foreclosure of the encumbrance to be enforced has been recorded in the county in which the premises are situated.
4. This Guarantee provides no assurances with respect to any facts, rights, title, interest or claims which are not shown by the public records, and this Exhibit 2 is not intended to show the names of persons whose rights, title, interests or claims are not shown by the public records, including, without limitation, those who may be known to the Assured or who could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
5. If applicable, the names and addresses, as shown therein, of persons who have recorded requests for a copy of a notice of sale or notice of default, under ORS 86.806 of the Oregon trust deed statutes, are:

NONE

6. If applicable, the name of the Grantor in the encumbrance whose lien is to be enforced is:

Valente Calvillo and Candelaria Calvillo

7. If applicable, the name of the successor in interest to the Grantor is:

Valente Calvillo

8. If applicable, the names of additional necessary persons not shown above to be made defendants in a suit to enforce the subject encumbrance; or, if applicable, the names of additional persons who are entitled, under the Oregon trust deed statutes, ORS 86.705 et seq., to receive notice of sale; or, if applicable, the names of additional persons who are entitled, under the land sale contract forfeiture statutes, ORS 93.905 et seq., to receive notice of default, are:

NONE

NOTE: Any address shown in this Exhibit 2 is transcribed from a recorded or filed document; the address is not necessarily current or reliable for providing notice. For giving notice of nonjudicial sale to the Internal Revenue Service, see IRS Publications 786 and 4235. For giving notice or serving an entity, such as, without limitation, a corporation or a limited liability company, contact the entity's state of domicile business registry or other appropriate department for the entity's registered agent and principal address.

NOTE: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

END OF EXHIBIT 2

**EXHIBIT "A"
LEGAL DESCRIPTION**

Parcel 3 of Partition Plat No. 2006-39, recorded December 19, 2006, Volume 2006, Page 39, in Polk County, Oregon.

MORE ACCURATELY DESCRIBED AS:

Parcel 3, according to PARTITION PLAT NO. 2006-0039, in the City of Independence, County of Polk, State of Oregon.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "Land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "Public records": those records established under State statutes at Date of Guarantee for the purposes of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "Date": the effective date.
- (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "Mortgage": mortgage, deed of trust, trust deed, land sale contract, or other security instrument.

2. EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee:

- (a) (1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or areas of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Guarantee.
- (2) Any governmental police power not excluded by (a)(1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
- (c) Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
 - (1) created, suffered, assumed or agreed to by one or more of the Assured, whether or not shown by the public records;
 - (2) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
 - (3) resulting in no loss or damage to the Assured;
 - (4) not resulting in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided; or
 - (5) attaching or created subsequent to Date of Guarantee.
- (d) The identity of any party named or referred to in Exhibit 2 or the validity, legal effect or priority of any matter shown in Section F of Exhibit 1.
- (e) Taxes or assessments which are not shown as existing liens by the public records.
- (f) Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (g) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS - LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

CHICAGO TITLE INSURANCE COMPANY

(continued)

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY - PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The liability of the Company under this Guarantee shall be secondary to and shall not supersede the liability of any other insurer under any existing policy of title insurance which insures one or more of the Assured, and any loss payable under this Guarantee shall be paid only to the extent it is not payable under such other existing policy. This Guarantee is furnished for the purpose of facilitating the enforcement of the subject encumbrance or for other specific judicial or non-judicial proceeding; this Guarantee shall not be used or relied upon for any other reason.
- (c) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (d) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (e) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(c) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (f) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Chicago Title Insurance Company
P. O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Administration

10. FEE

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee. The Company may declare this Guarantee null and void for failure to pay the fee.

END OF CONDITIONS AND STIPULATIONS