



CHICAGO TITLE
INSURANCE COMPANY

17CF000137

RICHARD L COLLINS JR

Report No.: 4329-1-111093-2017.7548435-210549353

PRELIMINARY JUDICIAL REPORT

Order No.: 111093

UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE, UNITED STATES
DEPARTMENT OF AGRICULTURE
200 N. High Street, Room 507
Columbus, OH 43215

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, CHICAGO TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$212,702.29 that it has examined the public records in Lake County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in ERIN C. ROWAN by Instrument recorded in 2008R004546 and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

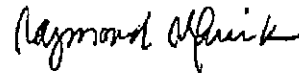
Effective Date: 01/06/2017 7:59 a.m.

Issued By: CHICAGO TITLE INSURANCE COMPANY

Signed By: 
Authorized Officer or Agent
Rebecca A. Smith




By:



President

Attest:


Helen G. Kelly
CLERK OF COURT
LAKE COUNTY, OHIO

Secretary

2017 JAN 27 PM 12:55

FILED

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A**

DESCRIPTION OF LAND

Situated in the Township of Painesville, County of Lake and State of Ohio, and known as being Sublot No. 18 in Lake Terrace Estates No. 2, of a part of Original Painesville Township, Lot No. 3, Tract No. 2, as shown by the recorded plat of said Subdivision in Volume 43 of Maps, Page 30 of Lake County Records, be the same more or less but subject to all legal highways.

Permanent Parcel #118043E000410

Known as being 960 Lake Terrace Drive, Painesville, OH 44077 for street numbering purposes.

SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the company assumes no liability arising therefrom.

1. We have made no examination for covenants and restrictions, easements, mineral leases or other possessory leases, if any, affecting the caption premises and no coverage for said matters, express or implied, is provided herein.
2. Rights of owner, if any, under the Soldiers and Sailors Civil Relief Act.
3. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
4. The Plat of Lake Terrace Estates No. 2 Subdivision recorded in Volume 43 of Maps, Page 30 of Lake County Records shows recitals, easements and building lines as reflected.
5. Restrictions as contained in Document Number 200146667 of Lake County Records, see record.
6. Declaration of Utility Easement as contained in Document Number 2001R056253 of Lake County Records, see record.
7. Restrictive Covenants as contained in Document Number 2006R029874 of Lake County Records, see record.
8. Mortgage executed by **ERIN C. ROWAN**, single, to **UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE OR SUCCESSOR AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE**, dated February 19, 2008, filed February 19, 2008 at 1:56:14 p.m. and recorded in 2008R004547 of Lake County Records, covering premises described herein, in the amount of \$159,900.00.
9. Judgment Lien 12JL005996, **ANTHONY BASTULLI, D.D.S., INC. vs. ERIN ROWAN**, in the amount of \$581.00 plus court costs of \$165.00 with interest at 3% from 07/28/11. Said Certificate filed December 3, 2012 at 4:30 p.m.

10. Taxes listed to Erin C. Rowan, P.P. 11B043E000410.

Taxes for the first half of 2016 in the net amount of \$1,309.57 plus current specials of \$469.37 totaling \$1,778.94 are a lien, payable but not yet due.

SPECIALS: 10-200 Delq Water County, \$263.39
19-901 Stormwater, \$21.00
10-300 Delq Sewer County, \$184.98

Taxes and assessments, if any, for the second half of 2016 are a lien but not yet due and payable. Taxes and assessments, if any, for the 2017 tax year are a lien but not yet due and payable, the amount of which has not yet been determined.

Subject to additions of general taxes and assessments, if any, which may hereafter be made by legally constituted tax authorities.

CONDITIONS AND STIPULATIONS OF THIS PRELIMINARY JUDICIAL REPORT

1. Definition of Terms

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given by Guaranteed Party

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Claimant. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees, or any costs of defense or prosecution of any litigation.
- b. To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to the Company at its office, P.O. Box 45023, Jacksonville, Florida 32232-5023.

EXCLUSIONS FROM COVERAGE

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.