

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
Fidelity National Title Insurance Company**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I—Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.]

**Transaction Identification Data for reference only:**

Issuing Agent: **United Title Agency, LLC**  
Issuing Office: **3840 Quakerbridge Road, Suite 210B**  
**Hamilton, NJ 08619**  
ALTA® Universal ID:  
Loan ID Number: **4256071149**  
Commitment Number:  
Issuing Office File Number: **843-229353**  
Property Address: **1 Valerie Road**  
**Edison, NJ 08820**

**SCHEDULE A**

1. Commitment Date: **16th day of February, 2024**
2. Policy to be issued:
  - (a) ALTA® Homeowner's Policy (NJRB 1-16)  
Proposed Insured: **Sriram Vishwanathan**  
Proposed Policy Amount: **\$850,000.00**
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured: **Paramount Residential Mortgage Group, Inc., its successors and/or assigns**  
Proposed Policy Amount: **\$425,000.00**

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 Commitment Date vested in:

**Nalinbhai Patel and Saroj Patel, husband and wife, by the following:**

**Nalinbhai Patel and Saroj Patel, husband and wife, by deed from Nalinbhai Patel and Saroj Patel, husband and wife, dated January 28, 2012, recorded February 23, 2012 in the Middlesex Clerk's/Register's Office in Deed Book 6326, Page 673. NOTE: Deed erroneously includes Lot 51, Block 459.**

**Nalinbhai Patel and Saroj Patel by deed from Anthony Giordano, Jr. and Gina M. Giordano, his wife, dated May 1, 1992, recorded June 2, 1992 in the Middlesex Clerk's/Register's Office in Deed Book 3981, Page 786.**

5. The Land is described as follows:

**See Legal Description attached hereto.**

**NOTE FOR INFORMATION:**

BEING known as 1 Valerie Road, Edison Township, Middlesex County, State of New Jersey, Block 459, Lot 52 on the tax map of Edison Township.



Stuart A. Bell

**LEGAL DESCRIPTION**

File Number: 843-229353

**All that certain tract or parcel of land, situated, lying and being in Edison Township, County of Middlesex, and State of New Jersey, more particularly described as follows:**

**Beginning at a point in the Northerly sideline of Valerie Road, said point also being on the division line between Lot 51 and Lot 52 in Block 459 as shown on a certain Map entitled, "Final Plat prepared for Lynnwood Estates", which Map was recorded in the Middlesex County Clerk's Office on September 25, 1985 as Map No. 4896 in file No. 972, and from said beginning point running thence;**

**1. Along the Northerly sideline of Valerie Road on a curve bearing to the Right having a radius of 50.00 feet for an arc distance of 30.28 feet to a point marked by a monument found and point of reverse curvature; thence**

**2. Still along the same on a curve bearing to the left having a radius of 25.00 feet for an arc distance of 21.03 feet to a point marked by a monument found; thence**

**3. Still along the same, South 89 degrees 11 minutes 03 seconds East, 57.51 feet to a point; thence**

**4. North 05 degrees 13 minutes 14 seconds West, 118.31 feet to a point; thence**

**5. North 89 degrees 11 minutes 03 seconds West, 90.85 feet to a point, said point also being on the division line between Lot 51 and Lot 52 on filed Map aforesaid; thence**

**6. Along said division line, South 05 degrees 13 minutes 14 seconds East 70.11 feet to an angle point therein; thence**

**7. Still along said division line, South 14 degrees 18 minutes 17 seconds West, 25.00 feet to a point in the Northerly sideline of Valerie Road, the point and place of Beginning.**

**Known as Lot 52 in Block 459 on "Final Plat Prepared for Lynnwood Estates", which Map was recorded in the Middlesex County Clerk's Office on September 25, 1985 as Map No. 4896, In File No. 972.**

**NOTE FOR INFORMATION:**

**BEING known as 1 Valerie Road, Edison Township, Middlesex County, State of New Jersey, Block 459, Lot 52 on the tax map of Edison Township.**

**SCHEDULE B, PART I**  
**Requirements**  
File Number: 843-229353

All of the following Requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.**
- 2. Pay us the premiums, fees and charges for the policy.**
- 3. You must tell us in writing of any defects or claims by others against the land that you know about and which do not appear in Schedule A or B. We may then make additional requirements or exceptions.**
- 4. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.**

**In the event a Power of Attorney is to be used at closing, it must be submitted for examination and approved prior to recordation. If approved, the attorney in fact must also execute an affidavit stating that the said Power of Attorney has not been altered, revoked, or terminated, and the Principal is neither incompetent, nor dead.**

**Production of a deed from Nalinbhai Patel and Saroj N. Patel, husband and wife to Sriram Vishwanathan.**

**Production of a mortgage from Sriram Vishwanathan to Paramount Residential Mortgage Group, Inc., its successors and/or assigns.**

**If the record owner(s) and/or mortgagor(s) are natural person(s), the Company requires proof of their marital or civil union partnership status(es). If any of them are married or partnered in a civil union, and the premises is now or ever has been the principal marital or civil union residence, the Company requires the seller(s) spouse(s) to join in the above deed and the mortgagor(s) spouse(s) to join in the above mortgage.**

- 5. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at closing, the Company must be notified and this Commitment will then be modified accordingly.**
- 6. You must tell us in writing the name of anyone who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.**
- 7. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.**
- 8. The Company requires that Notice(s) of Settlement in connection with the insured transaction be filed.**
- 9. Terms and conditions of any unrecorded agreements or leases and tenancy of present occupants must be disclosed to us and a proper settlement of those interests must be satisfactory to us.**
- 10. Proof that all natural persons in this transaction are of full age and legally competent.**

11. Photo identification including date of birth for all parties will be required at settlement.
12. Satisfactory disposition of all judgments, encumbrances, liens, defects, and other objections to title: Superior Court of New Jersey and United States Bankruptcy and District Court Searches are attached.
13. This company requires that a title rundown be ordered at least 24 hours prior to closing of title.
14. The identity of the proposed Insured or Insureds must be disclosed to the Company prior to closing. The Company reserves the right to undertake such additional searches as it may deem appropriate in light thereof, and to amend this Commitment to add such additional requirements and exceptions in connection therewith as it may, in its sole discretion, deem necessary or advisable.
15. The proposed Amount(s) of Insurance must be increased to the full value of the estate or interest being insured in accordance with NJLTIRB Manual of Rates and Charges, Article 3. When the final Amount(s) of Insurance are approved by the Company, the proposed Amount(s) of Insurance will be revised accordingly, and the underwriting rate for the policy or policies and endorsement charges will be calculated consistent therewith.
16. A search of the records of Middlesex County reveals no open mortgages. Seller's Affidavit of Title must so specify.
17. Numerous matters showing on the attached upper court search against the name(s) or name variations of Nalinbhai Patel and Saroj N. Patel. Judgment abstract copies attached.

Parties are required to review the search and identify any matters that are against them particularly. All identified matters require proof that they are paid and satisfied as a condition of title insurance and settlement.

All matters that the parties disclaim must be disclaimed specifically by reference in the affidavit of title.

18. Subject to review of a Tidelands Search on the premises described herein. (ordered, not yet received)

**NOTE FOR INFORMATION: PLEASE BE AWARE THAT OWING TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.**

**INFORMATIONAL NOTE:** Although beyond the scope of coverage afforded by the policy, your attention is called (for informational purposes only) to the adoption of municipal regulations concerning vacant and abandoned properties, which may, inter alia, impose registration fees or fines (or both) with respect to the same. Note that the Company may not insure that the property described herein is or is not affected by such regulations; or that the transaction to be insured comports with the provisions thereof; or that such fees or fines (if any) have been paid or satisfied or do or do not affect the property described herein; whether by way of affirmative insurance or otherwise.

**SCHEDULE B, PART II  
Requirements**

File Number: 843-229353

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.**
- 2. Rights or claims by parties in possession not shown by the public records.**
- 3. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the land.**
- 4. Any liens on your title, arising now or later, for labor or material, not shown by the public records.**
- 5. Subject to possible additional taxes, assessed or levied due to new construction.**
- 6. All taxes, levies, assessments and other governmental liens.**
- 7. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.**
- 8. Subsurface conditions, easements, claims of easements and/or encroachments not disclosed by an instrument of record. (AS TO FEE POLICY ONLY)**
- 9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.**
- 10. Right of way as contained in Deed Book 3396, Page 828.**
- 11. Subject to a 25 foot building setback line(s) as shown on filed plan No. 4896-972.**
- 12. Rights in any road, street highway or lane bounding or affecting subject premises.**

13. Rights of utility companies to service and maintain facilities crossing, bounding or otherwise located on or near the premises.

14. Rights, public and private, together with flooding and drainage rights, if any, in and to all rivers, streams, lakes, or water courses, crossing, bounding, or affecting the Land.

**NOTE: THE POLICY TO BE ISSUED WILL INSURE THAT THE MORTGAGE SET FORTH HEREIN IS A VALID FIRST LIEN ON THE LAND SUBJECT TO THE CONDITIONS, EXCLUSIONS, AND EXCEPTIONS AS SET FORTH IN THE POLICY.**

**NOTE: The following endorsements will be attached to the final policy when applicable at the request of the mortgagee:**

- ☐ Street Endorsement ALTA 1
- ☐ Condominium Endorsement ALTA 4.1
- ☐ Planned Unit Development Endorsement ALTA 5.1
- ☐ Adjustable Rate Mortgage Endorsement ALTA 6
- ☒ Environmental Protection Lien Endorsement ALTA 8.1
- ☒ Restriction Endorsement ALTA 9.10 (New Jersey Variation)
- ☒ Survey Endorsement NJRB 5-01

**NOTE: THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.**