

Rundown Request

Foundation Title, LLC - Woodbury57 Euclid StreetWoodbury, NJ 08096

P: (856) 853-0083 F: (856) 853-2770

PLEASE PROVIDE RUNDOWN TO DATE FROM YOUR ORIGINAL SEARCH BASED ON THE FOLLOWING:

Issuing Office File Number: **213-121408**

Buyers/Borrowers: Robert P. Evanko II

Sellers names (if any): John Siciliano and Katie Siciliano

Property Address(es): 1033 Standish Drive, Blackwood, NJ 08012

Commitment Date: **5th day of April, 2019**

Title to the **FEE SIMPLE** estate or interest in the Land is at the Commitment Date vested in:

John Siciliano and Katie Siciliano by the following:

John Siciliano and Katie Siciliano by deed from Richard Lettieri, Executor of the Estate of Gail A. Lettieri, dated September 28, 2006, recorded October 20, 2006 in the Gloucester Clerk's/Register's Office in Deed Book 4295, Page 64.

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

BEGINNING at a point in the Southeasterly line of Standish Drive (50 feet wide), distant 595 feet Southwestwardly from the Northwesterly end of the curve connecting the said Southeasterly line of Standish Drive with the Southwesterly line of Hancock Drive (50 feet wide), said connecting curve having a radius of 20 feet, said beginning point being in the division line between Lots 4 and 5, Block 110C on Plan hereinafter mentioned, and extending; thence

(1) South 74 degrees 10 minutes 21 seconds West along the Southeasterly line of Standish Drive 82.50 feet to a point in the division line between Lots 3 and 4, Block 110C, said plan, said point being also in the center line of a certain 15 feet wide easement as shown on said plan; thence

(2) South 15 degrees 49 minutes 39 seconds East along said division line and centerline of said 15 feet wide easement 127.50 feet to a point in the rear line of Lot 21, Block 110C, said plan; thence

(3) North 74 degrees 10 minutes 21 seconds East along the rear line of said Lot 21, Block 110C, said plan, 82.50 feet to a point in the division line between Lots 4 and 5, Block 110C, aforesaid; thence

(4) North 15 degrees 49 minutes 39 seconds West along last mentioned division line 127.50 feet to the point and place of beginning.

BEING Lot 4, Block 110C, Final Plat of Lots, Section 14, Whitman Square, dated November 29, 1962, made by Robertson & Johnson, C.E. and Surveyors, filed October 18, 1965 in the Office of the Clerk of Gloucester County as Map #3-173.

NOTE FOR INFORMATION: Being known as Block 110.03 Lot 4 on the tax map of Washington Township.

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. **The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**
2. **Payment of the agreed amount for the estate of interest to be insured.**
3. **Payment of the premiums, fees and charges for the policy.**
4. **Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

Production of a deed from John Siciliano and Katie Siciliano to Robert P. Evanko II, an unmarried man.

Production of a mortgage from Robert P. Evanko II, an unmarried man to Navy Federal Credit Union, ISAOA.

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. **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. We may then make additional requirements or exceptions.**
6. **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.**
7. **The Company requires that a Notice of Settlement in connection with the insured transaction be filed.**
8. **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.**
9. **Proof that all natural persons in this transaction are of full age and legally competent.**
10. **Photo identification including date of birth for all parties will be required at settlement.**
11. **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.**
12. **This company requires that a title rundown be ordered at least 24 hours prior to closing of title.**
13. **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.**

SCHEDULE B, PART I
Requirements
(continued)

14. 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.
15. Satisfactory disposition of mortgage from John Siciliano and Katie Siciliano to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Greentree Mortgage Company, L.P. dated January 25, 2013, recorded February 8, 2013 in the Gloucester County Clerk's/Register's Office in Mortgage Book 13431, Page 233, showing an amount of \$248,424.00.
16. In the matter of Child Support Judgment No. J-197273-2004 showing Micheline Siciliano as creditor and John Siciliano as debtor, proof is required that there are no arrears owed on the debtor's account as of the date of settlement.

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by <<UNDERWRITER.NAME>>]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B, PART II
Exceptions

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. 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.
3. Rights or claims by parties in possession not shown by the public records.
4. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excluded 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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
5. Any liens on your title, arising now or later, for labor or material, not shown by the public records.
6. Subject to possible additional taxes, assessed or levied due to new construction.
7. Taxes, Assessments, Water and Sewer charges are as follows:

Taxes (Land) from: _____

Water minimum from: Sewer from: _____

CCMUA from: _____

Municipal Ordinances/ Improvements: _____

Searches Ordered: _____ See Copies Attached

Added Assessments from: _____

Excess from: _____

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. Subject to a 30 foot building setback line(s) as shown on filed plan.
11. Subject to part of a 15 foot wide drainage easement as shown on filed plan.
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 streams, rivers, or watercourses, bounding or affecting the premises.

SCHEDULE B, PART II
Exceptions
(continued)

- 15. Easements as contained in Book 477, Page 399; Book 974, Page 270; Book 1179, Page 658; Book 1216, Page 441 and Book 1150, Page 1194.**

NOTE: POLICY WILL INSURE THE MORTGAGE AS A VALID FIRST LIEN, WHEN APPLICABLE, UPON REMOVAL OF THE REQUIRED EXCEPTIONS AND RECORDATION OF THE PROPER DOCUMENTS, AS TO MORTGAGEE ONLY.

NOTE: THE FOLLOWING ENDORSEMENTS WILL BE ATTACHED TO THE FINAL POLICY WHEN APPLICABLE AT THE REQUEST OF THE MORTGAGEE:

- (X) ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT ALTA 8.1**
- (X) RESTRICTION ENDORSEMENT ALTA 9.10 (NEW JERSEY VARIATION)**
- (X) SURVEY ENDORSEMENT NJRB 5-01**

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