
APPENDIX A2
PRELIMINARY TITLE REPORTS



Guarantee

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5026900-5951215

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: _____
Authorized Countersignature **This jacket was created electronically and constitutes an original document**

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims:

Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company 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 the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. 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 Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**



First American Title

Schedule A

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-5951215

File No.: 5951215

Guarantee No. 5951215

Amount of Liability: \$2,500.00

Date of Guarantee: June 03, 2019 at 7:30 A.M.

Fee: \$500.00

1. Name of Assured:

UltraSystems

2. The estate or interest in the Land which is covered by this Guarantee is:

A fee.

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

Real property in the unincorporated area of the County of Kings, State of California, described as follows:

PARCEL 1: (APN: 010-275-011-000)

LOTS 4 AND 5 IN BLOCK E OF DOPKINS ADDITION TO THE CITY OF HANFORD, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF RECORDED IN [BOOK 2, PAGE 10](#) OF MAPS, TULARE COUNTY RECORDS.

PARCEL 2: (APN: 010-275-010-000)

LOTS SIX (6) AND SEVEN (7) AND THE WEST HALF (W-½) OF LOT EIGHT (8) IN BLOCK LETTERED E OF DOPKINS ADDITION TO THE CITY OF HANFORD, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, AS PER THE OFFICIAL MAP THEREOF, NOW ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KINGS, RECORDED IN [BOOK 2 AT PAGE 10](#) OF MAPS, TULARE COUNTY RECORDS.

PARCEL 3: (APN: 010-275-009-000)

THE EAST HALF OF LOT 8 AND ALL OF LOTS 9, 10 AND 11 SITUATED IN BLOCK E OF DOPKINS SUBDIVISION AS PER THE OFFICIAL MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TULARE, AS PER MAP RECORDED IN [BOOK 2 PAGE 10](#) OF MAPS, TULARE COUNTY RECORDS.

PARCEL 4: (APN: 010-275-008-000)

THE WEST HALF OF LOTS 12, 13, 14 AND 15 AND THE WEST 25 FEET OF LOTS 16 AND 17 IN BLOCK "E" OF DOPKINS ADDITION TO THE CITY OF HANFORD, IN THE CITY OF HANFORD,

COUNTY OF KINGS, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 2 AT PAGE 10](#) OF MAPS, TULARE COUNTY RECORDS.

PARCEL 5: (APN: 012-042-017-000)

LOTS 17 THROUGH 24, INCLUSIVE, IN BLOCK 133 OF THE CITY OF HANFORD, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL MAP THEREOF RECORDED IN [BOOK 1 AT PAGE 35](#) OF MAPS, TULARE COUNTY RECORDS.

PARCEL 6: (APN: 012-042-004-000)

LOTS 25 AND 26 IN BLOCK 133 OF THE CITY OF HANFORD, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF RECORDED IN BOOK 1, AT PAGE 35 OF MAPS, TULARE COUNTY RECORDS.

PARCEL 7: [APN: 012-042-010-000 (LOTS 12 AND 13), 012-042-009-000 (LOTS 14, 15 AND 16) AND 012-042-015-000 (LOTS 27 THROUGH 32)]

LOTS 12, 13, 14, 15, 16, 27, 28, 29, 30, 31, 32 IN BLOCK 133 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN [BOOK 1 AT PAGE 35](#) OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING FROM SAID LOTS 14, 15, AND 16 THE OIL, GAS, AND OTHER MINERALS IN AND UNDER SAID LOTS AS EXCEPTED IN DEED FROM MOBIL OIL CORPORATION ET AL, TO WILLIAM H. STEVENSON, ET UX, RECORDED APRIL 4, 1967, IN BOOK 903 AT PAGE 479 OF OFFICIAL RECORDS, DOCUMENT NO. [4124](#).

PARCEL 8: (APN: 012-042-011-000)

LOTS 10 AND 11 OF BLOCK 133 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN [BOOK 1, AT PAGE 35](#) OF MAPS, TULARE COUNTY RECORDS.

PARCEL 9: (APN: 012-042-013-000)

LOTS 5, 6, AND 7 OF BLOCK 133 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN [BOOK 1, AT PAGE 35](#) OF MAPS, TULARE COUNTY RECORDS.

PARCEL 10: (APN: 012-042-014-000)

LOTS 1, 2, 3 AND 4 OF BLOCK 133 OF THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN [BOOK 1, AT PAGE 35](#) OF MAPS, TULARE COUNTY RECORDS.

PARCEL 11: (APN: 012-042-012-000)

LOTS 8 AND 9 OF BLOCK 133 OF THE CITY OF HANFORD, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF RECORDED IN [BOOK 1, AT PAGE 35](#) OF MAPS, TULARE COUNTY RECORDS.

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

Daniel R. Garcia, a single man, Subject to Item No. 7, as to Parcel 1;

Marshell Borum, a single woman, as to Parcel 2;

Margie Castorena and Betty (Elizabeth) Canchola, as joint tenants, Subject to Item No. 17, as to Parcel 3;

John E. Gosso a single man, Subject to Item No. 21, as to Parcel 4;

Harlan E. Anderson and Bonnie L. Anderson, Trustees of the Anderson Family Revocable Living Trust of 2014, as to Parcel 5;

Phyllis Ormonde, Trustee of the Phyllis Ormonde Trust dated October 27, 2009, Subject to Item No. 25, as to Parcels 6 through 10; and

Steve Azevedo, a single man, as to Parcel 11

- b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.



First American Title

Schedule B

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-5951215

File No.: 5951215

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2018-2019.

First Installment: \$405.68, (AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT), DELINQUENT

Penalty: \$0.00

Second Installment: \$425.68, (AMOUNT INCLUDES PENALTIES AND ANY COST/FEE AMOUNT), DELINQUENT

Penalty: \$0.00

Tax Rate Area: 002-091

A. P. No.: 010-275-010-000

Affects: Parcel 2

3. The lien of defaulted taxes for the fiscal year 2015-2016, and any subsequent delinquencies.

Tax Rate Area: 002-091

A. P. No.: 010-275-010-000

Amount to redeem: \$5,754.69

Valid through: June 30, 2019

Please contact the tax office to verify the payoff amount.

Affects: Parcel 2

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

The Following Matters Affect Parcel 1:

5. A Deed of Trust to secure an original indebtedness of \$24,000.00 recorded January 22, 1993 as Instrument No. [9301223](#) of Official Records.
Dated: January 8, 1993
Trustor: Pete V. Garcia, an unmarried man
Trustee: Hanford Title Company, a California corporation
Beneficiary: Vernon D. Hodges, an unmarried man

Notes:

a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:

i. Original note and deed of trust.

ii. Payoff demand statement signed by all present beneficiaries.

iii. Request for reconveyance signed by all present beneficiaries.

b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.

c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

6. The effect of a deed executed by Sylvia Flores to Daniel R. Garcia, a single man, and Pete V. Garcia, a single man, who shall have a Life Estate, recorded October 12, 1998 as Instrument No. [9821987](#) of Official Records.

At the date of recording of the document, the grantor had no record interest in the land.

7. The effect of a document entitled "Affidavit - Death of Life Estate", recorded December 1, 2000 as Instrument No. [0021877](#) of Official Records.

The requirement the document is re-recorded to include a complete and correct legal description.

8. Any right, title or interest of the spouse (if any) of Sylvia Lupe Flores.
9. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Daniel R. Garcia. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
10. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Pete V. Garcia. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
11. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Sylvia Flores. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.

The Following Matters Affect Parcel 2:

12. Lien for a fine and/or, administrative expenses and abatement costs in favor of City of Hanford Fire Department Fire Prevention Division - Code Enforcement
 Against: Marshall Borum
 Amount: \$396.00
 Recorded: February 12, 2014 as Instrument No. [1402192](#) of Official Records.
13. A notice of power to sell tax defaulted property dated July 1, 2009 executed by the county tax collector for non-payment of delinquent taxes recorded July 1, 2014 as Instrument No. [1409444](#) of Official Records.
14. The fact that the land lies within the boundaries of the Hanford Community Redevelopment Project Area, as disclosed by various documents of record.
15. Water rights, claims or title to water, whether or not shown by the public records.

The Following Matters Affect Parcel 3:

16. A Deed of Trust to secure an original indebtedness of \$77,000.00 recorded April 15, 1997 as Instrument No. [9707072](#) of Official Records.
 Dated: October 15, 1996
 Trustor: Margie R. Castorena, a single woman
 Trustee: Chicago Title Company, a California corporation
 Beneficiary: Lawrence W. Martella and Ruth E. Martella, husband and wife,
 as community property

Notes:

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

17. The effect of a document entitled "Grant Deed", recorded June 28, 2000 as Instrument No. [0011367](#) of Official Records.

The requirement the document is re-recorded to include a complete and correct legal description.

18. Any right, title or interest of the spouse (if any) of any married person herein.
19. The fact that the land lies within the boundaries of the Hanford Community Redevelopment Project Area, as disclosed by various documents of record.
20. Water rights, claims or title to water, whether or not shown by the public records.

The Following Matters Affect Parcel 4:

21. The effect of a document entitled "Grant Deed", recorded October 29, 1998 as Instrument No. [9823278](#) of Official Records.

The requirement the document is re-recorded to include a complete and correct legal description.

22. A Deed of Trust to secure an original indebtedness of \$165,000.00 recorded October 25, 2006 as Instrument No. [0631725](#) of Official Records.

Dated: October 12, 2006
Trustor: John E. Gosso, a single man
Trustee: Joe Thompson
Beneficiary: Mortgage Electronic Registration Systems, Inc., as nominee for
Lender: Home Funds Direct a corporation

According to the public records, the beneficial interest under the deed of trust was assigned to Deutsche Bank National Trust Company, as Indenture Trustee, on behalf of the Holders of the Accredited Mortgage Loan Trust 2007-1 Asset Backed Notes by assignment recorded October 4, 2013 as Instrument No. [1318631](#) of Official Records.

A document recorded October 16, 2013 as Instrument No. [1319558](#) of Official Records provides that Quality Loan Service Corporation was substituted as trustee under the deed of trust.

A document recorded January 9, 2015 as Instrument No. [1500302](#) of Official Records provides that National Default Servicing Corporation, an Arizona corporation was substituted as trustee under the deed of trust.

A notice of default recorded January 17, 2018 as Instrument No. [1800677](#) of Official Records.

A notice of trustee's sale recorded April 30, 2018 as Instrument No. [1806824](#) of Official Records.

The Following Matters Affect Parcel 5:

23. The fact that the land lies within the boundaries of the Downtown Enhancement Project Redevelopment Project Area, as disclosed by the document recorded July 12, 2004 as Instrument No. [0420335](#) of Official Records.

The Following Matters Affect Parcels 6 through 10:

24. The fact that the land lies within the boundaries of the Downtown Enhancement Project Redevelopment Project Area, as disclosed by the document recorded July 12, 2004 as Instrument No. [0420335](#) of Official Records.
25. The effect of a document entitled "Grant Deed (Transfer to a Revocable Trust)", recorded January 21, 2014 as Instrument No. [1401005](#) of Official Records.
- The requirement the document is re-recorded to include a complete and correct legal description.
26. The fact that the land lies within the boundaries of the Hanford Community Redevelopment Project Area, as disclosed by various documents of record.
27. Water rights, claims or title to water, whether or not shown by the public records.

Affects: Parcel 6

The Following Matters Affect Parcel 11:

28. The fact that the land lies within the boundaries of the Downtown Enhancement Project Redevelopment Project Area, as disclosed by the document recorded July 12, 2004 as Instrument No. [0420335](#) of Official Records.
29. A Deed of Trust to secure an original indebtedness of \$50,000.00 recorded April 30, 1999 as Instrument No. [9909271](#) of Official Records.
Dated: April 14, 1999
Trustor: Steve Azevedo, a single man
Trustee: Chicago Title Company, a California corporation
Beneficiary: Frank M. Ormonde and Phyllis Ormonde, as community property

Notes:

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
- i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

30. A federal tax lien in favor of the United States of America, recorded September 19, 2016 as Instrument No. [1616435](#) of Official Records.

Serial No.: 229440516
Debtor: Stephen A Azevedo American Audio
Amount: \$13,309.42, and any other amounts due thereunder.

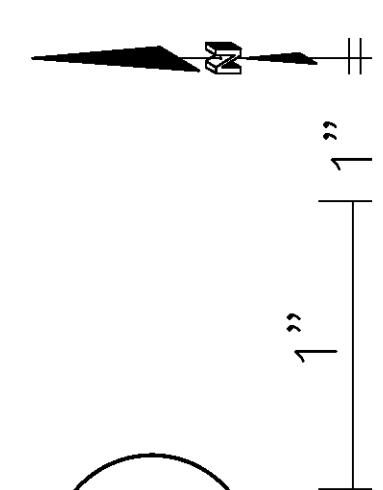
31. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as Steve Azevedo. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
32. The fact that the land lies within the boundaries of the Hanford Community Redevelopment Project Area, as disclosed by various documents of record.

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
 AND IS NOT TO BE CONSIDERED AS PORTRAYING
 THE EXACT POSITIONS OF DIVISIONS OF LAND FOR
 PURPOSES OF ZONING OR SUBDIVISION LAW.
 DECEMBER 2009

DOPKINS ADDITION

KINGS COUNTY ASSESSOR'S MAP

10-27



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KINGS SUB.

KINGS COUNTY ASSESSOR'S MAP

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IT IS NOT TO BE CONSIDERED AS PORTRAYING
LEGAL OWNERSHIP OF DIVISIONS OF LAND FOR
PURPOSES OF ZONING OR SUBDIVISION LAW.
DECEMBER 2004

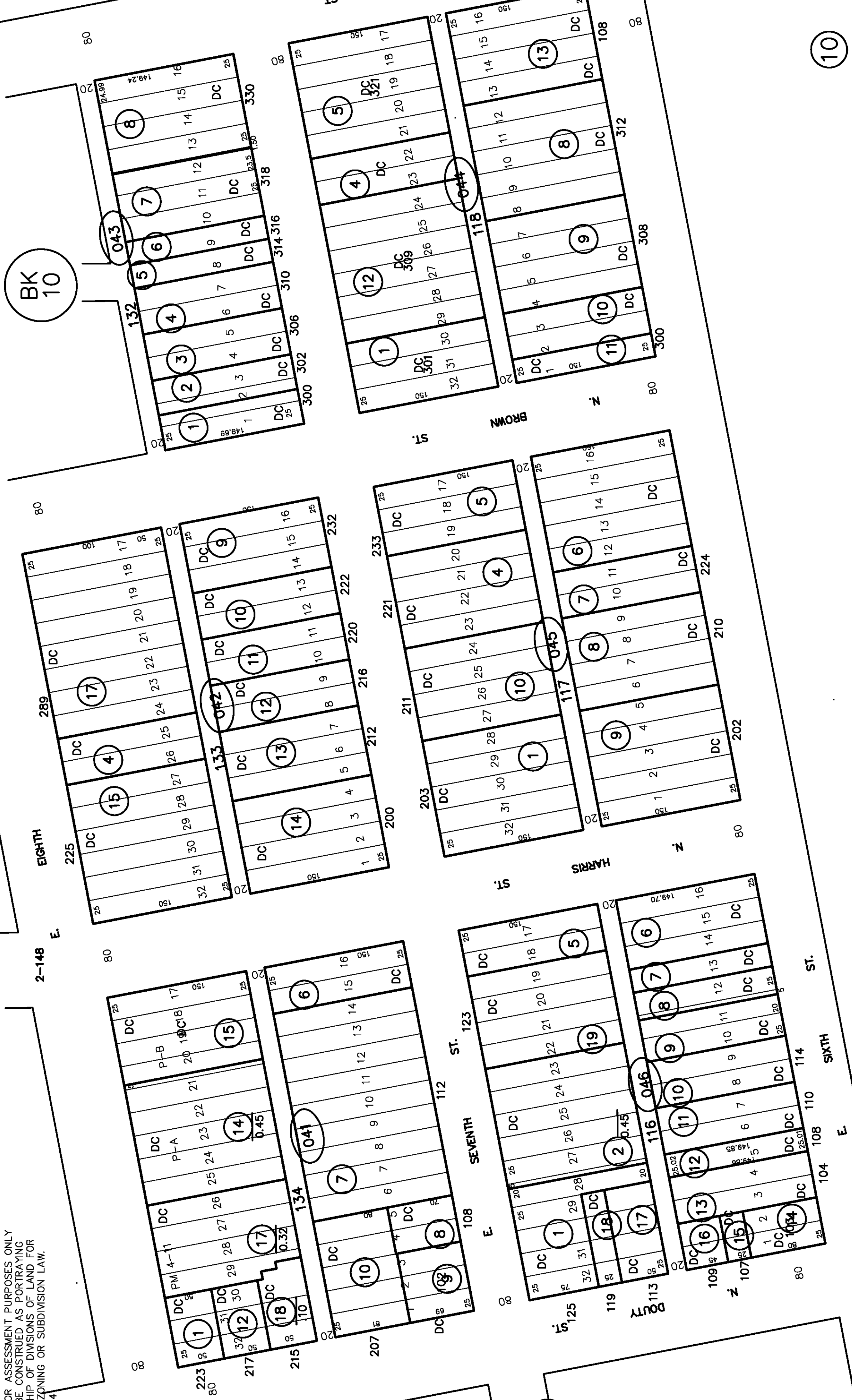
2-148 E.

EIGHTH

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BK
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