

Fidelity National Title 3760 Kilroy Airport Way, #110, Long Beach, CA 90806



SCHEDULE A

Loan No.: Title No.: FNTMCLPC-00070536

- 1. Effective date: 20th day of July, 2014
Issue Date: 08/07/2014

This Title Insurance Commitment is good for 180 days from the effective date.

- 2. Policy (or Policies) to be issued:

(a)	Owner's Policy 2006 Owner's Policy Form	Policy Amount	\$0.00
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Proposed Insured:

Policy Premium: 0.00 (Additional discounts may apply)

(b)	Loan Policy 2006 Loan Policy Form	Policy Amount	\$0.00
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Proposed Insured:

To Be Determined

Policy Premium: 0.00 (Additional discounts may apply)

(c)	Proposed Insured	Policy Amount	\$0.00
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- 3. The estate or interest in the land described or referred to in this Commitment is:

- FEE SIMPLE

The estate is subject to, and the Company does not insure title to, and excepts from the description of the land, coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto



4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

JOHN WILL, ROBERT WILL, LINDA FREES AND DOROTHY WILL, AS TENANTS IN COMMON AS TO AN UNDIVIDED 50% INTEREST AND GREGORY WONG AS TO AN UNDIVIDED 50% INTEREST

Deed Type: Warranty Deed

Grantors: ANDREA WONG, NOW KNOWN AFTER MARRIAGE AS ANDREA ALMS, INDIVIDUALLY AND AS A RESIDUARY BENEFICIARY UNDER THE LAST WILL AND TESTAMENT OF ANNEMARIE WONG, DECEASED

Grantees: JOHN WILL, ROBERT WILL, LINDA FREES AND DOROTHY WILL, AS TENANTS IN COMMON

Dated: December 14, 2007

Recorded Date: December 27, 2007

Consideration: \$55,000.00

DBV: 2007-00031579

Instrument:

Deed Type: Warranty Deed

Grantors: WESLEY SCHMITTNER AND MARIE SCHMITTNER

Grantees: KITSON WONG AND ANNEMARIE WONG, HUSBAND AND WIFE

Dated: September 11, 1964

Recorded Date: September 14, 1964

Consideration: \$10.00

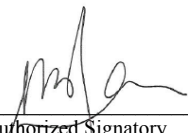
DBV: 681/383

Instrument:

5. The land referred to in this Commitment is described as follows:

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

Commonly known as 368 Cattail Road, Livingston Manor, NY 12758
However, by showing this address no additional coverage is provided

Countersigned: 
Authorized Signatory
Michele W. Jorgensen, Senior Vice President

Escrow Handled By:

Fidelity National Title
3760 Kilroy Airport Way, #110
Long Beach, CA 90806



LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Sullivan, STATE OF New York, AND IS DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF LIBERTY, COUNTY OF SULLIVAN AND STATE OF NEW YORK, DESCRIBED AS FOLLOWS: ALL THAT CERTAIN PIECE OR PARCEL OF LAND KNOWN AND DISTINGUISHED AS A PORTION OF LOT NO. 29 IN THE NORTHWEST CORNER OF DIVISION 3 OF THE 5TH ALLOTMENT GREAT LOT NO. 3 OF THE HARDENBURGH PATENT, AS SUB-DIVIDED BY COMMISSIONER APPOINTED BY THE SUPREME COURT IN A PARTITION SUIT BETWEEN THE HARDENBURGH HEIRS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE HIGHWAY KNOWN AS THE CATTAIL ROAD AT THE NORTHEAST CORNER OF THE LANDS OF BANOVIC, AND RUNS THENCE NORTH 52° WEST ALONG THE NORTH LINE OF BANOVIC 609.8 FEET TO THE WEST LINE OF GRANTOR; THENCE NORTH 30° EAST ALONG THE WEST LINE OF GRANTOR AN OLD WIRE FENCE 810 FEET TO A CORNER; THENCE SOUTH 60° EAST ALONG AN OLD WIRE FENCE AND OLD STONEWALL, THE NORTH LINE OF THE AFORESAID LOT NO. 29, 2470 FEET TO A CORNER IN THE FENCE; THENCE SOUTH 30° WEST ALONG A WIRE FENCE, THE EAST LINE OF AFORESAID LOT NO. 29, 1690 FEET TO A CORNER; THENCE NORTH 60° WEST 1470 FEET TO THE SOUTHEAST CORNER OF THE LANDS OF FROLO; THENCE NORTH 38° EAST ALONG THE EAST LINE OF FROLO 537.9 FEET TO THE NORTHEAST CORNER OF FROLO; THENCE NORTH 52° WEST ALONG THE NORTH LINE OF FROLO 495 FEET TO THE CENTER OF THE AFORESAID ROAD; THENCE NORTHEASTERLY ALONG THE CENTER OF AFORESAID ROAD 198 FEET TO THE PLACE OF BEGINNING.

CONTAINING 77 ACRES OF LAND MORE OR LESS, AS SURVEYED BY ALGER O. ROYCE, L.S., LIBERTY, NEW YORK, SEPTEMBER 1964.

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF LIBERTY, COUNTY OF SULLIVAN, STATE OF NEW YORK AND BEING IN LOT 29, DIVISION 3, OF THE 5TH ALLOTMENT, GREAT LOT NO. 3, OF THE HARDENBURGH PATENT BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF CATTAIL ROAD, TOWN ROAD NO. 19, SAID POINT BEING AT THE EASTERLY CORNER OF LANDS OF FROLO (LAND RECORD LIBER 1472 PAGE 19) AND RUNS THENCE FROM SAID PLACE OF BEGINNING NORTH 50°-18' WEST 624.42 FEET AND PASSING THROUGH AN IRON PIN SET ON THE WESTERLY SIDE OF SAID CATTAIL ROAD TO A PILE OF STONES ON THE BOUNDS OF WILL AND OTHERS (SEE LAND RECORD LIBER 1827 PAGE 39 AND DEED LIBER 1290 PAGE 154); THENCE NORTH 31°-42' EAST 810.00 FEET PASSING ALONG THE BOUNDS OF SAID WILL AND OTHERS PARCEL TO AND ALONG THE BOUNDS OF LANDS OF HOOS (LAND RECORD LIBER 1550 PAGE 7) TO AN IRON PIN SET AT THE WESTERLY CORNER OF LANDS OF MUINO (DEED LIBER 800 PAGE 809); THENCE SOUTH 55°-47' EAST 2321.56 FEET CROSSING CATTAIL ROAD AND PASSING ALONG THE BOUNDS OF SAID MUINO AS GENERALLY EVIDENCED BY A STONE WALL AND WIRE FENCE TO AN IRON PIPE FOUND ON THE BOUNDS OF LANDS OF MURPHREE AND TAKER (LAND RECORD LIBER 2088 PAGE 257); THENCE SOUTH 30°41' WEST 1595.70 FEET PASSING ALONG THE BOUNDS OF SAID MURPHREE AND TOCKER PARCEL AS GENERALLY EVIDENCED BY STONE WALL AND WIRE FENCE TO A PILE OF STONES AT THE END OF A STONE ROW ON THE NORTHERLY BOUNDS OF LANDS OF OLSEN AND OTHERS (LAND RECORD LIBER 2505 PAGE 405); THENCE NORTH 57°-40' WEST 1420.01 FEET PASSING ALONG THE BOUNDS OF SAID OLSEN AND OTHERS PARCEL TO AND ALONG THE BOUNDS OF LANDS OF MARCH (DEED LIBER 846 PAGE 314) TO AN IRON PIN SET IN A SWAMP AT THE SOUTHERLY CORNER OF LANDS OF FROLO (DEED LIBER 536 PAGE 69); THENCE NORTH 40°-28' EAST 549.74 FEET PASSING ALONG SAID FROLO PARCEL TO A PILE OF STONES AT THE EASTERLY CORNER OF SAID FROLO PARCEL; THENCE NORTH 50°18' WEST 49.500 FEET PASSING ALONG THE BOUNDS OF SAID FROLO PARCEL TO A POINT IN THE CENTER OF TRAVELED WAY OF CATTAIL ROAD; THENCE ALONG THE CENTER OF TRAVELED WAY OF CATTAIL ROAD NORTH 61°-03' EAST 198.00 FEET TO THE POINT OR PLACE OF BEGINNING CONTAINING 71.41 ACRES OF LAND.

Parcel ID: 10.-1-2

Commonly known as 368 Cattail Road, Livingston Manor, NY 12758
However, by showing this address no additional coverage is provided

**CHICAGO TITLE INSURANCE COMPANY**

Title No. FNTMCLPC-00070536

**SCHEDULE B – SECTION I
REQUIREMENTS**

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) If the insured premises include a mobile or manufactured home that has not been permanently affixed to the premises, Company will not issue a final policy of title insurance and any and all obligations created under this commitment will be void.
- 4) Instrument(s) creating the estate or interest (Title) to be insured, executed, delivered and recorded in the Public Records of the appropriate county.
- 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) Pay all taxes, charges, and assessments affecting the land that are due and payable.
- 7) Duly executed Title/Owner's Affidavit.
- 8) Documents for recordation pertinent to this transaction are required to be presented for recording in the format required by the appropriate county recording jurisdiction
- 9) Tax Information to follow as Exhibit B.
- 10) A judgment search has been performed in the county land records, for buyer(s) and seller(s) Gregory Wong and John Will and JOHN WILL, ROBERT WILL, LINDA FREES AND DOROTHY WILL, AS TENANTS IN COMMON AS TO AN UNDIVIDED 50% INTEREST AND GREGORY WONG AS TO AN UNDIVIDED 50% INTEREST. Results of this search for the name of buyer(s) and seller(s) Gregory Wong and John Will and JOHN WILL, ROBERT WILL, LINDA FREES AND DOROTHY WILL, AS TENANTS IN COMMON AS TO AN UNDIVIDED 50% INTEREST AND GREGORY WONG AS TO AN UNDIVIDED 50% INTEREST will be named in this commitment, if any. (All results herein are for information purposes only and are not warranted for content, accuracy or any other implied or explicit purpose)
- 11) Company requires a Warranty Deed for the consideration amount of \$0.00 from JOHN WILL, ROBERT WILL, LINDA FREES AND DOROTHY WILL, AS TENANTS IN COMMON AS TO AN UNDIVIDED 50%

INTEREST AND GREGORY WONG AS TO AN UNDIVIDED 50% INTEREST, to , be executed, and delivered in recordable form.

12) Company requires a new Mortgage, deed of trust, security instrument in the amount of \$0.00 from to To Be Determined, be executed, and delivered in recordable form.

13) Obtain and File Satisfactory resolution of the following matters:

1. No bankruptcy filing on behalf of JOHN WILL, ROBERT WILL, LINDA FREES AND DOROTHY WILL, Debtor, in the State of NEW YORK appear of record. Any claim caused by or arising out of any bankruptcy proceeding that was not disclosed by filed notice from the Federal District Court, for the State of NEW YORK Bankruptcy Divisions, is hereby excluded from coverage. (All results herein are for information purposes only and are not warranted for content, accuracy or any other implied or explicit purpose)

2. DURABLE GENENRAL POWER OF ATTORNEY RECORDED ON 12/27/2007 AS INSTRUMENT NO. 2007-0031578.

3. PETITION FOR ANCILLARY LETTERS TESTAMENTARY RECORDED AS FILE NO. 16401 1995.



Title No FNTMCLPC-00070536

SCHEDULE B – SECTION II**EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to alien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any encroachment, conflicts in boundary lines, discrepancies, easements, measurement, encumbrance, violation, variation, adverse circumstance or other state of facts affecting the title that would be disclosed by an accurate and complete survey of the land. The term “encroachment” includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
4. The exact acreage or square footage of the premises will not be insured.
5. Rights, facts, interests or claims of present tenants, lessees or parties in possession which are not shown by the Public Records, but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
6. Streams, riparian rights, littoral rights and the title to any filled-in-lands.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
9. Any easements or servitudes not appearing in the public records.
10. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.
11. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal by any utility service provider or authority that delivers such services and levies such charges, not shown as an existing lien by the Public Records.
12. Homeowner’s or other association dues, assessments or fees for which no notice of delinquency, lien, claim of lien or assessment has been filed of record in the real property records.

13. Any matters listed as requirements on Schedule B-I that are not resolved to the satisfaction of Company will be shown as an exception on final policy.

14. Company will not issue a policy to the proposed insured(s) if the contemplated transaction involves a Short Sale. A short sale is defined as any sale or refinance transaction where the current mortgagee(s) or beneficiary(ies) of a deed of trust have agreed to satisfy/reconvey their interest for less than the full amount owed under the mortgage/deed of trust. It is the insured's obligation to notify Company if this transaction involves Short Sale.

15. The rights of tenants in possession under bona fide leases pursuant to the provisions of the Federal "Save Their Families Save Their Homes Act (2009). This act and exception is to remain in effect until December 31, 2012.

16. Note: According to the public records, there have been no deeds conveying the land described herein within a period of twenty four (24) months prior to the date of this report, except as follows: NONE.

NOTE: Any map/plat is provided as a courtesy 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.

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or

To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer Fidelity National Financial, Inc. 601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

WAIVER OF SETTLEMENT AGENT RESPONSIBILITY

Date: 08/07/2014

File No: FNTMCLPC-00070536

Settlement Agent: Fidelity National Title- MCLPC

Seller:

Purchaser:

Property: 368 Cattail Road, Livingston Manor, NY 12758

To: Escrow Holder

Escrow Holder is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section, acting as the Qualified Substitute or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

PURCHASER(S):
