

**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a Puerto Rico corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

*First American Title Insurance Company*

BY *Curt B. Johnson* PRESIDENT

ATTEST *Mirinda Kelly* SECRETARY



*[Handwritten signature]*

By: Authorized Signatory

**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

## COMMITMENT FOR TITLE INSURANCE FORM

### SCHEDULE A

1. Effective Date: April 21, 2008 at 7:30 a.m.
2. Policy or Policies to be issued: Amount
  - a. ALTA Std Owner Policy 1402.06 (2006) \$0.00  
  
Proposed Insured:  
To Be Determined
  - b. ALTA Loan Policy 1056.06 (06-17-06) \$0.00  
  
Proposed Insured:  
To be determined, its successors and assigns as their interests may appear
3. The estate or interest in the Land described or referred to in this Commitment is:  
  
Fee Simple
4. Title to the estate or interest in the Land is at the Effective Date vested in:  
  
Bank of New York, as Trustee for the Certificate Holders of CWABS 2005-AB1
5. The Land referred to in this Commitment is described as follows:

Real property in the City of BELLEVILLE, County of SAINT CLAIR, State of Illinois, described as follows:

PART OF LOT NO.71 OF "SECOND ADDITION TO DEVONSHIRE", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS "77" PAGE 71 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE N.W. CORNER OF SAID LOT 71, RUNNING THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 125.0 FEET TO THE N.E. CORNER OF LOT 71, RUNNING THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT. A DISTANCE OF 34.9 FEET TO A POINT. RUNNING THENCE WESTERLY ALONG A LINE MAKING A COUNTERCLOCKWISE ANGLE FROM THE LAST DESCRIBED COURSE OF 90 DEGREES 30'56" A DISTANCE OF 125.0 FEET TO A POINT IN THE WEST LINE OF SAID LOT 71, RUNNING THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 36.03 FEET TO THE POINT OF BEGINNING SITUATED IN ST. CLAIR COUNTY, ILLINOIS.

APN: 08-26.0-209-047

**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****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. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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 and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Note: We are unable to do a complete tax search at this time, upon completion of said search, this commitment will then be subject to any open tax items of record.

6. Right of any interested party by motion, appeal or any other direct proceeding, to have set aside, modified or reversed, within the time allowed by law, the judgment or decree entered in Case 06 CH 1361 in the Circuit Court of St. Clair County, Illinois .

Note: the above noted exception will be waived upon the conveyance to a bona fide purchaser.

7. Claim for weed cutting lien in the amount of \$100.00 recorded October 18, 2007 as document A02072072 by City of Belleville against subject property.

Loss or damage sustained by reason of any outstanding municipal charges against the land. Such loss or damage includes, but is not limited to, the inability to receive municipal services, water and sewer service and municipal revenue stamps

8. NOTE: Attention is directed to ordinances and regulations relating to connections, charges and liens for use of any public sewerage, water or other utility systems serving the land referred to therein. We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.
9. The standard exceptions 1 through 5 will be deleted from our owners policy if the insured land is improved with 1-4 residential units upon review and acceptance of the following:
  - a) an acceptable survey or affidavit in lieu of survey and
  - b) a properly executed ALTA extended coverage statement.

NOTE: All customary endorsements requested by the lender in their closing instructions have been approved for the loan policy.

10. Covenants, Conditions, Restrictions and Building Lines as set forth in Restrictions Indenture attached to and made a part of the plat of said subdivision, made by Brian Bauer and Pamela Bauer, Ronald Noble and Janet Noble, recorded October 30, 1979 in Book 2476 on Page 1503 as Document No. A639512, which does not contain a reversionary or forfeiture clause.  
Note: 5 foot side and rear building lines as created therein.
11. Covenants, Conditions, Restrictions and Building Lines as set forth in the plat of said "First Addition to Devonshire", which does not contain a reversionary or forfeiture clause.
12. Easement over land described herein and other land for a sanitary sewer system as created by Sewer Easement made by Richard Halevy, as Trustee of Double S-D Trust and Sam S. Pessin, as Trustee of KOP Land Trust, dated August 14, 1969 and recorded September 22, 1969 in Book 2194 on Page 317 as Document No. A323411.
13. Covenants, Conditions, Restrictions and Building Lines as set forth in Restriction Indenture, made by Ronald L. Noble, Janet M. Noble, Brian H. Bauer and Pamela A. Bauer, dated October 5, 1982 and recorded October 6, 1983 in Book 2556 on Page 759 as Document No. A750160, which does not contain a reversionary or forfeiture clause.  
Note: Provisions therein for payment of costs of maintenance of party wall and roof and easements from common elements.
14. 25 foot Building Line along the Westerly side of land, as indicated on the plat of said subdivision.
15. 10 foot Easement along the Easterly and Westerly sides of land, as indicated on the plat of said subdivision, dedicated for the construction and maintenance of municipal and public utility services.



# First American

## PRIVACY POLICY

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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