

Protecting Your Investment



PROTECT YOUR MOST IMPORTANT ASSET

As a policy issuing agency for Old Republic Title, we are able to offer the superior protection of the Homeowner's Policy of Title Insurance, delivering more complete risk coverage, which translates to greater peace of mind for homebuyers. Buying a new home is one of life's most gratifying experiences and might be the biggest investment you will ever make. As you approach closing day, however, all those details can be overwhelming. It's easy to overlook the single most important step in the entire process – the purchase of title insurance on your wonderful new home.

WHAT IS TITLE?

Title is the legal right that a person has to the ownership and possession of land. Since it is possible that someone other than the seller has a prior legal right to the property you're buying, the premium coverage offered by the Homeowner's Policy provides you with added peace of mind. There can be any number of prior problems that remain undisclosed even after the most careful search of public records. These prior hidden "defects" are very dangerous and sometimes are not discovered for months or even years after you purchase your home. You could be forced to spend substantial money on a legal defense to protect your rights.

The Homeowner's Policy helps protect you against covered losses and prior defects, and provides legal defense for covered risks.

GET THE RIGHT TITLE INSURANCE

Your lender only requires that you purchase a Loan Policy. However, that policy only ensures the lender has a valid, enforceable lien on the property. It does not protect you! The Homeowner's Policy, on the other hand, is designed to protect you from covered title discrepancies arising prior to or concurrent with your purchase of the property.

PROTECT YOUR INVESTMENT

The Homeowner's Policy provides the most complete title coverage available, including protection against undisclosed heirs, mistakes in recording or errors in tax records. Our basic coverage protects against prior covered matters, such as:

- Someone claiming an ownership interest in your title
- Leases, contracts or options affecting your title
- Someone claiming to have rights affecting your title due to forgery or impersonation
- Someone having a right to limit your use of the land
- Unmarketability of your title
- A defective title

In addition to the coverage provided in the traditional Owner's Policy, the Homeowner's Policy offers new and expanded coverages* for a total of 32 covered risks. Now you can purchase coverage against losses caused by:

- Zoning violations
- Subdivision law violations
- Improvements that encroach into an easement
- Building permit violations
- Covenants, conditions and restrictions

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PROTECT YOUR MOST IMPORTANT ASSET

- Lack of vehicular and pedestrian access
- Supplemental assessments arising as a result of construction or a transfer prior to the policy date
- Damage to your house caused from someone with easement rights
- Someone refuses to buy your land because your neighbor's structures are on your land
- Your house or lawn and trees are being damaged by someone with rights to dig a well or mine

** Some coverages are subject to deductibles and liability caps.

COVERAGE INCREASES AUTOMATICALLY

Your Homeowner's Policy will automatically increase by 10% in value each year for the first five years (up to 150% of the original policy amount) to help cover increases due to inflation.

HOW MUCH DOES TITLE INSURANCE COST?

The single premium is directly related to the value of your home. Typically, it is less expensive than your annual auto insurance. It is a one-time-only expense, paid when you purchase your home, yet it continues to provide complete coverage for as long as you or your heirs own the property.

THE HOMEOWNER'S POLICY PROVIDES MORE COVERAGE THAN EVER BEFORE.

NOW YOU CAN HAVE THE CONFIDENCE AND PEACE OF MIND THAT YOUR TITLE IS PROTECTED, THEREBY INCREASING THE RESALE POTENTIAL OF YOUR HOME.

Coverage Comparison of Standard ALTA Owner's Policy and Homeowner's Policy of Title Insurance	Standard ALTA Owner's Policy	Homeowner's Policy of Title Insurance
Title to the estate or interest described in Schedule A being vested other than as stated therein	YES	YES
Any defect in or lien or encumbrance on the title	YES	YES
Unmarketability of the title	YES	YES
Lack of right of access to and from the land	YES	YES
You are forced to remove your existing structures because they encroach onto your neighbor's land	NO	YES+
Someone has a legal right to and refuses to perform a contract to purchase the land, lease it or make a mortgage loan on it because your neighbor's existing structures encroach onto the land	NO	YES
You are forced to remove your existing structures, which encroach onto an easement or over a building set-back line	NO	YES
Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the land	NO	YES
A taxing authority assesses supplemental real estate taxes not previously assessed against the land for any period before the policy date because of construction or a change of ownership or use that occurred before the policy date	NO	YES
Your neighbor builds any structures after the policy date which encroach onto the land	NO	YES
The residence with the address is not located on the land at the policy date	NO	YES
The map, if any, attached to the policy does not show the correct location of the land according to the public records	NO	YES
Your existing improvements, including lawns, shrubbery or trees, are damaged because of future exercise of right to use the surface of the land for the extraction or development of minerals, water or any other substance	NO	YES
You do not have both actual vehicular and pedestrian access to and from the land based upon a legal right	NO	YES
You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the land	NO*	YES
Your title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before you acquired your title	NO*	YES
You are unable to obtain a building permit; you are required to correct or remove the violation; or someone else has a legal right to, and refuses to perform a contract to purchase the land, lease it or make a mortgage loan on it because of an existing violation of a subdivision law or regulation affecting the land	NO*	YES
You are forced to remove or remedy your existing structures, or any part of them other than boundary walls or fences because any portion was built without obtaining a building permit from the proper government office	NO*	YES+
You are forced to remove or remedy your existing structures, or any part of them because they violate an existing zoning law or zoning regulation	NO*	YES+
You cannot use the land because use as a single-family residence violates an existing zoning law or zoning regulation	NO*	YES
Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects your title, which is based upon race, color, religion, sex, handicap, familial status or national origin	NO*	YES

** Coverage for the item is not provided in the ALTA Owner's Policy UNLESS notice of the covenant, ordinance, statute or regulation is recorded in the public land records. Available by endorsement
 Note: Covered risks listed are occurring after the policy date. This Homeowner's Policy of Title Insurance is for use, when requested, for one-to four-family residences only. It should not be used for vacant land or for new construction. If issued on new construction, you must independently verify the payment of all lienable construction costs and the issuance of all required occupancy permits. Deductible may apply with respect to certain of the coverages afforded in this policy. Contact your title agent/attorney or a local Old Republic Title office for specific information as to any deductibles, which pertains to the coverages in the Homeowner's Policy of Title Insurance.
 Note: All covered risks are subject to policy conditions, exclusions and exceptions.
 + Coverage is subject to a deductible and a liability cap.

THE IMPORTANCE OF AN OWNER'S TITLE INSURANCE POLICY



DO I NEED AN OWNER'S TITLE INSURANCE POLICY?

Most definitely! Title Insurance is a means of protecting yourself from financial loss in the event that problems develop regarding the rights to ownership of your property. There may be hidden title defects that even the most careful title search will not reveal. In addition to protection from financial loss, Title Insurance pays the cost of defending against any covered claim.

HOW WILL OWNER'S TITLE INSURANCE PROTECT ME?

Some common examples of problems covered by an Owner's Title Insurance Policy include:

- Improper execution of documents
- Mistakes in recording or indexing of legal documents
- Forgeries and fraud
- Undisclosed or missing heirs
- Unpaid taxes and assessments
- Unpaid judgments and liens
- Unreleased mortgages
- Mental incompetence of grantors on the deed
- Impersonation of the true owners of the land by fraudulent persons
- Refusal of potential purchaser to accept title based upon condition of title

WHAT CAN MAKE THE TITLE TO MY HOME DEFECTIVE?

When you purchase your home, you take "title" to your property. Any number of problems that remain undisclosed after even the most meticulous search of public records can make a title defective. These hidden "defects" are dangerous indeed because you may not learn of them for many months or years. Yet they could force you to spend substantial sums on a legal defense and still result in the loss of your property.

WON'T THE LENDER'S TITLE INSURANCE POLICY PROTECT ME?

No, there are two types of Title Insurance. Your lender likely will require that you purchase a Lender's Title Insurance Policy. This policy only insures that the lender has a valid, enforceable lien on the property. Most lenders require this type of insurance, and typically require the borrower to pay for it.

An Owner's Title Insurance Policy, on the other hand, is designed to protect you from title defects that existed prior to the issue date of your policy. Title troubles, such as improper estate proceedings or pending legal action, could put your equity at serious risk. If a valid claim is filed, in addition to financial loss up to the face amount of the policy, your Owner's Title Insurance Policy covers the full cost of any legal defense of your title.

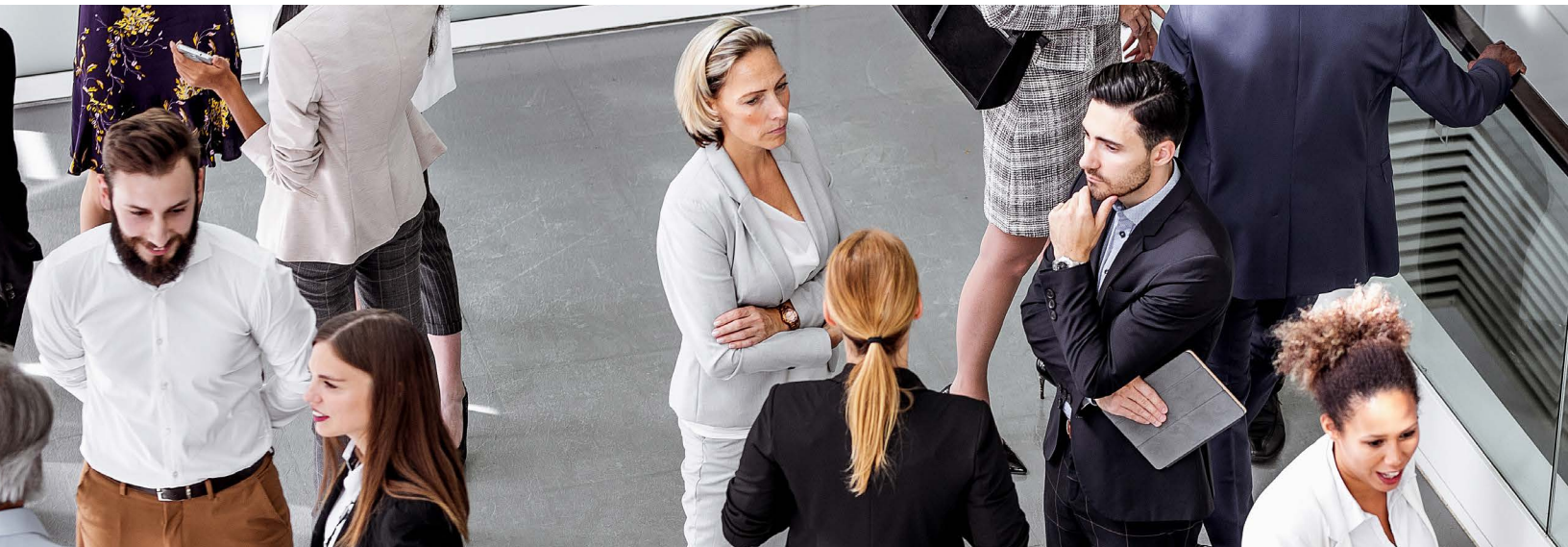
HOW MUCH DOES TITLE INSURANCE COST?

The one-time premium is directly related to the value of your home. Typically, it is less expensive than your annual auto insurance. It is a one-time only expense, paid when you purchase your home. Yet it continues to provide complete coverage for as long as you or your heirs own the property.



AUTHORIZED AGENTS

ARE YOUR AGENTS AUTHORIZED?



CONSUMER PROTECTION

We know that serving your clients and protecting their interests is your most important goal. Authorized Agents of Old Republic Title write policies for an underwriter with unsurpassed independent financial-strength ratings, which reflect strong operating performance, secure claims-paying ability and financial stability, an assessment yet to be matched by any other title underwriter!

What good would it be for your client to work with an insurer that cannot pay claims or is not financially secure?

OLD REPUBLIC TITLE'S STRENGTHS

- No other insurer in the country has a higher overall financial-strength rating than the Old Republic Title Insurance Group.

- Old Republic Title's Authorized Agents have access to a wealth of experience, knowledge, information and solutions, so they are prepared to complete even the most challenging residential and commercial transactions.
- Old Republic Title's Authorized Agents are offered continuing education and training on matters affecting the real estate transaction process through live seminars, webinars and online instruction.
- Access to current, industry-related information and tools, created specifically for attorneys and real estate professionals, can be provided to you through Old Republic Title's Authorized Agents.



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STATE OF VIRGINIA

Effective 5.1.2020

The rates listed herein are a partial schedule of title insurance premiums for residential transactions designed to provide an estimate of title insurance premiums. These rates do not include recording fees, escrow or closing fees, fees for endorsements, and other applicable fees, if any. The rate that will apply is typically based on the loan amount or purchase price but may vary depending on the specifics of the transaction due to applicable laws, regulations, and underwriting practices. These rates are subject to change.

When calculating premiums for loan and owner's policies, any fraction of one thousand dollars (\$1,000) should be rounded-up to the nearest \$1,000.

Original Rates for Loan Policies (per thousand or fraction thereof)	Basic	Enhanced
\$0 to \$250,000	\$3.05	\$3.66
\$250,001 to \$500,000, add	\$2.85	\$3.42
\$500,000 to \$1,000,000, add	\$2.40	\$2.88
\$1,000,000 to \$2,000,000, add	\$1.90	\$2.28
\$2,000,000 to \$5,000,000, add	\$1.60	\$1.92
\$5,000,000 to \$10,000,000, add	\$1.25	\$1.50
\$10,000,000 to \$20,000,000, add	\$1.10	\$1.32
Over \$20,000,001	Call for quote	
Minimum Premium	\$250.00	\$ 300.00

Original Rates for Owner's Policies * (per thousand or fraction thereof)	Basic	Enhanced
\$0 to \$250,000	\$4.10	\$4.92
\$250,000 to \$500,000, add	\$3.90	\$4.68
\$500,000 to \$1,000,000, add	\$3.60	\$4.32
\$1,000,000 to \$2,500,000, add	\$2.40	\$2.88
\$2,500,000 to \$5,000,000, add	\$2.10	\$2.52
\$5,000,000 to \$10,000,000, add	\$1.85	\$2.22
\$10,000,000 to \$20,000,000, add	\$1.70	\$2.04
Over \$20,000,001	Call for quote	
Minimum Premium	\$250.00	\$300.00

* Plus \$200.00 for issuance of Simultaneous Loan Policy



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10 REASONS TO CHOOSE AN ENHANCED TITLE INSURANCE POLICY



With the ALTA Homeowner's Policy of Title Insurance, homeowners receive all the benefits of a standard ALTA Owner's Policy plus additional coverages, including coverage for some risks that might occur after the date of the policy. Here is a partial list of benefits and additional covered risks included in the Homeowner's Policy:

		2021 ALTA OWNER'S POLICY OF TITLE INSURANCE (STANDARD)	2021 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (ENHANCED)
1	Automatic increased coverage up to a total of 150 percent of Policy Amount over 5 years.	X	✓
2	Someone else claims to have a right affecting your title because of forgery or impersonation.	✓	✓*
3	You do not have actual vehicular and pedestrian access to and from your land.	X	✓
4	Your title is lost or you are forced to remove or remedy an existing violation, of any covenant, condition, restriction or limitation.	X	✓
5	You are ordered by a State or Municipal authority to remove or remedy any portion of your existing structures, other than boundary walls or fences, because any portion was built without a building permit.	X	✓**
6	You are ordered by a State or Municipal authority to remove or remedy any portion of your existing structures because they violate an existing zoning law or regulation.	X	✓**
7	You are forced to remove all or any portion of your existing structures because they encroach onto your neighbor's land.	X	✓***
8	There is an existing violation of subdivision laws that: (i) results in an inability to obtain a building permit, or (ii) requires a correction or removal of the violation, or (iii) results in the refusal of someone to perform a contract to buy, lease or make a mortgage loan.	X	✓**
9	The residence with the address shown in Schedule A of the Policy is not located on the land at the policy date.	X	✓
10	You are forced to remove all or any portion of your existing structures that encroach onto an easement or over a building set-back line.	X	✓

Note: This brochure contains only a partial list of Covered Risks. All covered risks are subject to policy conditions, exclusions and exceptions. The Homeowner's Policy covers you only if the Land is improved with an existing one-to-four family residence and each party named as the insured in Schedule A of the policy is a Natural Person or Estate Planning Entity, as defined in the policy. The above referenced comparison is prepared for informational purposes only. Contact our office for complete coverage information and requirements to issue the Homeowner's Policy, for more information about the deductible and liability caps, or for an explanation of coverages that are prospective in nature.

* Includes post policy occurrence.

** Coverage is subject to a deductible and liability cap.

*** If the encroaching structures are boundary walls or fences, the coverage is subject to a deductible and liability cap.



8 Common **Misconceptions** About Title Insurance

Buying a new home is one of life's most gratifying experiences. Making sure your right to own the property is protected can be just as rewarding. During the process of purchasing your dream home, you'll hear two words you've probably never given much thought – title insurance.

As with the rest of the home buying process, title insurance can be difficult to comprehend. To complicate matters, the topic is often surrounded by misconceptions that keep home buyers from recognizing its importance. To help you get a better understanding of what title insurance is and how it protects your property rights, let's analyze eight common misconceptions:

1. Title insurance offers only minimal protection.

When you purchase a home, you receive "title" to the property. Title is your legal right to own it. Early in the home buying process, a title search is conducted to review the history of the property and uncover any issues that could limit your right to ownership. Even after the most meticulous search of public records, there can be hidden title defects, such as tax liens, forged signatures, claims by ex-spouses and recording errors. These title defects can remain undiscovered for months or even years after you purchase the home.

2. There is only one type of title insurance.

There are two types of title insurance policies: an owner's policy and a loan policy. An owner's policy protects you, the property owner, against loss or damage in the event there is a covered title defect in your right of ownership to the property. If you're obtaining a mortgage loan to purchase your home, a mortgage lender will likely require that you purchase a loan policy, also known as a lender's policy. This type of policy protects the lender's interest in the property until the mortgage loan is paid in full. The loan policy provides no coverage to the homeowner.

You can opt for more enhanced coverage within your owner's policy. Standard coverage protects you against financial loss and related legal expenses for common title defects that occurred prior to the date of the title insurance policy. Enhanced coverage includes all the standard coverages, plus even more for maximum protection, some of which protect against matters that may transpire after the date of the policy.

3. Title insurance requires a monthly or annual premium.

Unlike most insurance policies, there is no monthly or annual premium. Title insurance is a one-time cost you pay at closing when you purchase or refinance real property.

4. Title insurance is expensive.

The one-time premium for an owner's title policy is based on the purchase price of your home and accounts for only a small percentage of your closing costs. Coverage is provided for as long as you and your heirs own the property. When you add up the benefits compared to the costs, an owner's policy of title insurance is quite reasonable.

5. Paying all cash eliminates the need for title insurance.

An all-cash purchase eliminates the requirement of a mortgage loan and therefore eliminates the need for lender's title insurance. However, an all-cash transaction does not eliminate the risk posed by unknown title defects. An owner's policy protects you against possible loss or damage from a covered title defect.

6. Homeowner's insurance and title insurance offer the same protection.

Title insurance protects a buyer's right to ownership and a lender's investment. On the other hand, homeowner's insurance is a policy that protects you against potential losses or damage you can experience to the structure of your home or its contents during an insurable incident.

7. Home buyers do not get to choose the title company.

Under the terms of the Real Estate Settlement Procedures Act (RESPA), the buyer generally has the right to choose the title company when the property is purchased with the assistance of a federally related mortgage loan. The property seller may not require the buyer to purchase title insurance from any specific title company, unless it has been instructed that the seller will pay for both the owner's and loan policies associated with the real estate transaction.

8. I'll never need to use title insurance.

According to the American Land Title Association, title insurance policyholders have filed over 730,600 claims to date.* In 2018, the title industry spent over \$615 million* defending the property rights of its policyholders and compensating their losses due to covered title defects.

With so many misconceptions about title insurance, finding a team of professionals that you can trust is imperative. To learn more about title insurance and how it can protect your property rights, contact me.

*Based on combined Form 9 Annual Statements for all insurers within each family, as compiled by the American Land Title Association (ALTA) in the 2018 Title Insurance Industry Data Book.



33 Covered Risks for the 2021 ALTA Homeowner's Policy of Title Insurance



1. Someone else owns an interest in Your Title.
2. Someone else has a right affecting Your Title because of a lease, contract, or option.
3. Someone else claims to have a right affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Any of Covered Risks 1 through 4 occurring after the Date of Policy.
6. Someone else has a right to enforce a Covenant to limit Your use of the Land.
7. Your Title is defective. Some examples of title defects are:
 - a. someone else's failure to have authorized a transfer or conveyance of Your Title.
 - b. a defective judicial or administrative proceeding.
 - c. a document, including an electronic document, on which Your Title is based:
 - i. was signed using a falsified, expired, or otherwise invalid power of attorney;
 - ii. was not properly authorized, executed, created, signed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered; or
 - iii. was not properly filed, recorded, or indexed in the Public Records.
 - d. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
8. Someone else has a lien on Your Title. Some examples of liens are:
 - a. a lien of real estate taxes or assessments imposed on Your Title by a governmental authority due or payable, but unpaid;
 - b. a Mortgage;
 - c. a judgment lien;
 - d. a State or federal tax lien;
 - e. a charge by a homeowner's or condominium association; or
 - f. a statutory lien, attaching before or after the Date of Policy, for service, labor, material, or equipment in connection with an improvement or work related to the Land and furnished before the Date of Policy.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have a right affecting Your Title because of fraud, duress, incompetency, or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based on a legal right.
12. You are forced to remove or remedy a violation, existing at the Date of Policy, of any Covenant, even if the Covenant is excepted in Schedule B. You are not covered for any violation of an obligation contained in a Covenant:
 - a. to perform maintenance or repair on the Land; or
 - b. relating to environmental protection of any kind, including hazardous or toxic conditions or substances;unless there is a notice of either of these violations recorded in the Public Records at the Date of Policy, and then, Our liability for Covered Risk 12 is limited to the extent of the violation described in that notice.

- 13.** Your Title is lost or taken because of a violation, existing at the Date of Policy, of any Covenant, even if the Covenant is excepted in Schedule B.
- 14.** A violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a.** the occupancy, use, or enjoyment of the Land;
 - b.** the character, dimensions, or location of an improvement on the Land;
 - c.** the subdivision of the Land; or
 - d.** environmental remediation or protection on the Land.
- 15.** An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
- 16.** Because of a violation existing at the Date of Policy of a State or Municipal subdivision law or State or Municipal subdivision regulation affecting the Land:
 - a.** You are unable to obtain a building permit from a Municipal authority;
 - b.** You are ordered by a State or Municipal authority to remove or remedy the violation; or
 - c.** someone else refuses to perform a contract to purchase the Land, lease the Land, or make a mortgage loan on the Land, based on that violation.

The Amount of Insurance for Covered Risk 16 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- 17.** You lose Your Title to any portion of the Land to an enforcement authority because of an exercise of the power to take the Land by condemnation, but only to the extent:
 - a.** of the taking described in an Enforcement Notice; or
 - b.** the taking occurred before the Date of Policy and is binding on You, if You purchased the Land without Knowledge of the taking.
- 18.** You are ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures—other than boundary walls or fences—because any portion of Your existing structures was built without obtaining a building permit from the proper Municipal authority. The Amount of Insurance for Covered Risk 18 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- 19.** You are ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures, because they violate an existing State or Municipal zoning law or State or Municipal zoning regulation. The Amount of Insurance for Covered Risk 19 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- 20.** You are not able to use the Land because use as a single-family residence violates an existing State or Municipal zoning law or State or Municipal zoning regulation.
- 21.** You are forced to remove any portion of Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the Amount of Insurance for Covered Risk 21 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- 22.** Someone else exercises a legal right refusing to perform a contract to purchase, lease, or make a mortgage loan on the Land because Your neighbor's existing structures encroach onto the Land.
- 23.** You are forced to remove any portion of Your existing structures that encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
- 24.** Your existing structures are damaged because of the exercise of the right to maintain or use any Easement affecting Your Title, even if the Easement is excepted in Schedule B.
- 25.** Your existing improvements (or a replacement or modification made to them after the Date of Policy), including lawns, shrubbery, or trees, are damaged because of the future exercise of the right to use the surface of the Land for the extraction or development of oil, gas, minerals, groundwater, or any other subsurface substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
- 26.** Someone else tries to enforce a Discriminatory Covenant that they claim affects Your Title.
- 27.** A State or Municipal taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Date of Policy because of construction or change of ownership or use, that occurred before the Date of Policy.
- 28.** Your neighbor builds any structures after the Date of Policy—other than boundary walls or fences—that encroach onto the Land.
- 29.** Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase, lease, or make a mortgage loan on the Land.
- 30.** Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the Title under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law.
- 31.** The residence with the Property Address shown in Schedule A is not located on the Land at the Date of Policy.
- 32.** Any defect in or lien or encumbrance on the Title that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.
- 33.** The map, if any, attached to this policy does not show the correct location of the Land according to the Public Records.