



**PRELIMINARY JUDICIAL REPORT**

Order No.

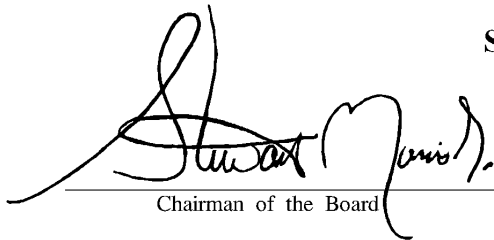
Guaranteed Party Name:

Guaranteed Party Address:

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, STEWART TITLE GUARANTY COMPANY, (hereinafter the Company) hereby guarantees, in an amount not to exceed \$ \_\_\_\_\_, that it has examined the public records in \_\_\_\_\_ County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in \_\_\_\_\_, by Instrument recorded in \_\_\_\_\_, \_\_\_\_\_ and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

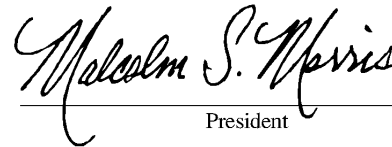
This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein

This report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedule A and B have been attached hereto.

  
Chairman of the Board

**STEWART TITLE**  
GUARANTY COMPANY



  
President

Countersigned by:

\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
Company

\_\_\_\_\_  
City, State

## **EXCLUSIONS FROM COVERAGE**

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under this Report for matters affecting title subsequent to the date of the Report or the Final Judicial Report or any supplement thereto.
4. The Company assumes no liability under this Report for the proper form or execution of any pleading or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the final Judicial Report or any Supplemental Report issued thereto.

## **CONDITIONS AND STIPULATIONS OF THE PRELIMINARY JUDICIAL REPORT**

### 1. Definition of Terms

“Guaranteed Party”: The party or parties named herein or the purchaser at judicial sale.

“Guaranteed Claimant”: Guaranteed Party claiming loss or damage hereunder.

“Land”: The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term “Land” does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, lanes, ways or waterways.

“Public Records”: Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States district Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required by law to be maintained in certain public offices in the County in which the land is situated.

### 2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement thereto, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This report is a guarantee of the record title of the land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given by Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect or other claim of title guaranteed against and not excepted in the Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys fees and costs of defense, only of the Guaranteed Party. Any and all payments under this report shall reduce the amount of this Report pro tanto and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability

The Company in its sole discretion shall have the following options:

- a.) To pay or tender to the Guaranteed Claimant the amount of the report or the balance remaining thereof. Less any attorneys' fees, costs or expenses paid by the company to the date of tender. If this option is exercised all liability of the Company under this Report terminates including but not limited to any liability for attorneys fees or any costs of defense or prosecution of any litigation.
- b.) To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this report.
- c.) To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for

reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.

- d.) To pay or tender to the Granted Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien, or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given the Company and any statement in writing required to be furnished the company shall be addressed to the Company at P.O. Box 2029, Houston TX 77575-2029.