Owner's Information Sheet

Your Title Insurance Policy is a legal contract between you and Chicago Title Insurance Company.

It applies only to a one-to-four residential lot or condominium unit. If your land is not either of these, contact us immediately.

The Policy insures you against certain risks to your land title. These risks are listed on page one of the Policy. The Policy is limited by:

- Exclusions on page 2
- Exceptions on Schedule B
- Conditions on pages 2 and 3

You should keep the Policy even if you transfer the title to your land.

If you want to make a claim, see Item 3 under Conditions on page 2.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. Since the Policy—and not this sheet—is the legal document, YOU SHOULD READ THE POLICY VERY CAREFULLY.

If you have any questions about your Policy, contact:

CHICAGO TITLE INSURANCE COMPANY

Your Residential Title Insurance Policy

Chicago Title Insurance Company

171 North Clark Street
Chicago, Illinois 60601-3294

Issued by:
CHICAGO TITLE INSURANCE COMPANY
20900 SWENSON DRIVE
SUITE 900
P.O. BOX 987
WAUKESHA, WI 53187-0987
(262) 796-3800

Table of Contents

	PAGE
OWNER'S COVERAGE STATEMENT	1
COVERED TITLE RISKS	1
COMPANY'S DUTY TO DEFEND AGAINST COURT CASES	1
SCHEDULE A	INSERT
Policy Number, Date and Amount	
1. Name of Insured	
2. Interest in Land Covered	
3. Description of the Land	
SCHEDULE B—EXCEPTIONS	INSERT
EXCLUSIONS	2
CONDITIONS	2 and 3
1. Definitions	
2. Continuation of Coverage	
3. How to Make a Claim	
4. Our Choices When You Notify Us of a Claim	
5. Handling a Claim or Court Case	
6. Limitation of the Company's Liability	
7. Transfer of Your Rights	
8. Arbitration	
9. Our Liability is Limited to This Policy	

Chicago Title Insurance Company

Residential Title Insurance Policy

One-to-Four Family Residences

Owner's Coverage Statement

This policy insures your title to the land described in Schedule A—if that land is a one-to-four family residential lot or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

Your insurance is limited by the following:

- Exclusions on page 2
- Exceptions in Schedule B
- Conditions on pages 2 and 3

We insure you against actual loss resulting from:

- any title risks covered by this Policy—up to the Policy Amount

and

- any costs, attorneys' fees and expenses we have to pay under this Policy

Covered Title Risks

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Defective recording of any document.
5. You do not have any legal right of access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
   - a mortgage or deed of trust
   - a judgment, tax, or special assessment
   - a charge by a homeowner's or condominium association
8. There are liens on your title, arising now or later, for labor and material furnished before the Policy Date—unless you agreed to pay for the labor and material.
9. Others have rights arising out of leases, contracts, or options.
10. Someone else has an easement on your land.
11. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make a mortgage loan.
12. You are forced to remove your existing structure—other than a boundary wall or fence—because:
    - it extends on to adjoining land or on to any easement
    - it violates a restriction shown in Schedule B
    - it violates an existing zoning law
13. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
14. Other defects, liens, or encumbrances.

Company's Duty to Defend Against Court Cases

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions.

This policy is not complete without Schedules A and B.

RESIDENTIAL TITLE INSURANCE POLICY
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

1	2	3	4
OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
1162545	1162545	August 21, 2003 at 7:00 AM	$151,000.00

1. Name of Insured:

CAROLYN A. BALGE AND ROBERT D. JOHNEJACK, as joint tenants

2. Your interest in the land covered by this policy is:

FEE SIMPLE

3. The land referred to in this policy is described as follows:

Lot 13, in Block 2, Blue Mound Terrace, being a Subdivision of a part of the Southeast 1/4 of Section 29, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

Tax Key No. 409-0320-8

ADDRESS: 9310 W. St. Paul Avenue

DIRECT INQUIRIES TO:
JACKIE TULER (262) 796-3851 or TULERJ@CTT.COM

This policy valid only if Schedule B is attached

RESIDENTIAL TITLE INSURANCE POLICY - OWNER'S FORM

SCHEDULE B

Owners Policy Number 1162545

EXCEPTIONS

Notwithstanding the Covered Title Risks and in addition to the Exclusions, you are not insured against loss, costs, attorney's fees and expenses resulting from:

N 1. **Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.**

O 2. **Easements or claims of easements not shown by the public records.**

P 3. **Any claim of adverse possession or prescriptive easement.**

U 4. General taxes for the year 2003, not yet due or payable.

V 5. Possible homestead and marital property rights of the spouses of the insured, if married.

W 6. Easement recorded as Document No. 1557748.

X 7. Easement recorded as Document No. 1817616.

AF 8. Mortgage, according to the terms and provisions thereof, from ROBERT D. JOHNEJACK, unmarried man, and CAROLYN A. BALGE, unmarried woman, to WISCONSIN MORTGAGE CORPORATION, to secure the originally stated indebtedness of $120,800.00, and any other amount payable under the terms thereof dated July 10, 2003 and recorded on August 20, 2003, as Document No. 8600497.

The above described mortgage has been assigned by WISCONSIN MORTGAGE CORPORATION to WELLS FARGO HOME MORTGAGE, INC. by an Assignment dated July 10, 2003 and recorded on August 20, 2003, as Document No. 8600498.

AG * * * * *

Countersigned

Authorized Signatory

Exclusions

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   - land use
   - improvements on the land
   - land division
   - environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A

     or
   - in streets, alleys, or waterways that touch your land

   This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

Conditions

1. Definitions

a. **Easement**—the right of someone else to use your land for a special purpose.

b. **Land**—the land or condominium unit described in Schedule A and any improvements on the land which are real property.

c. **Mortgage**—a mortgage, deed of trust, trust deed or other security instrument.

d. **Public Records**—title records that give constructive notice of matters affecting your title—according to the state statutes where your land is located.

e. **Title**—the ownership of your interest in the land, as shown in Schedule A.

2. Continuation Of Coverage

This Policy protects you as long as you:
- own your title

  or
- own a mortgage from anyone who buys your land

  or
- are liable for any title warranties you make

This Policy protects anyone who receives your title because of your death.

3. How To Make A Claim

a. **You Must Give The Company Notice Of Your Claim**

If anyone claims a right against your insured title, you must notify us promptly in writing.

Send the notice to the issuing office or

Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294

Please include the Policy number shown in Schedule A, and the county and state where the land is located.

Our obligation to you could be reduced if:
- you fail to give prompt notice

  and
- your failure affects our ability to dispose of or to defend you against the claim

b. **Proof Of Your Loss Must Be Given To The Company**

You must give us a written statement to prove your claim of loss.

This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.

The statement must have the following facts:
- the Covered Title Risks which resulted in your loss
- the dollar amount of your loss
- the method you used to compute the amount of your loss

You may want to provide us with an appraisal of your loss by a professional appraiser as a part of your statement of loss.

We may require you to show us your records, checks, letters, contracts, and other papers which relate to your claim of loss. We may make copies of these papers.

We may require you to answer questions under oath.

Our obligation to you could be reduced if you fail or refuse to:
- provide a statement of loss

  or
- answer our questions under oath

  or
- show us the papers we request,

  and
- your failure or refusal affects our ability to dispose of or to defend you against the claim.

Continued on page 3

Conditions (continued)

4. Our Choices When You Notify Us Of A Claim

After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

a. Pay the claim against your title.

b. Negotiate a settlement.

c. Prosecute or defend a court case related to the claim.

d. Pay you the amount required by this Policy.

e. Take other action which will protect you.

f. Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time which we are obligated to pay.

5. Handling A Claim Or Court Case

You must cooperate with us in handling any claim or court case and give us all relevant information.

We are required to repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.

When we defend your title, we have a right to choose the attorney. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

6. Limitation Of The Company's Liability

a. We will pay up to your actual loss or the Policy Amount in force when the claim is made—whichever is less.

b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it.

If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:

- the cause of the claim is removed

or

- we settle your claim

c. The Policy Amount will be reduced by all payments made under this policy—except for costs, attorneys' fees and expenses.

d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.

e. If you do anything to affect any right of recovery you may have, we can subtract from our liability the amount by which you reduced the value of that right.

7. Transfer Of Your Rights

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. Arbitration

If it is permitted in your state, you or the Company may demand arbitration.

The arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.

The arbitration award may:

- include attorneys' fees if allowed by state law
- be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from the Company.

9. Our Liability Is Limited To This Policy

This Policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this Policy and is subject to its terms.

American Land Title Association

Residential Title Insurance Policy (6-1-87)

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

By: _____ President

ATTEST _____ Secretary