

# The Title Search: What You Need to Know

March 23, 2016 9:00 a.m. - 1:00 p.m.

**CBA Law Center New Britain, CT** 

CT Bar Institute, Inc.

CLE Credit 4.0 Hours

### Lawyers' Principles of Professionalism

As a lawyer I must strive to make our system of justice work fairly and efficiently. In order to carry out that responsibility, not only will I comply with the letter and spirit of the disciplinary standards applicable to all lawyers, but I will also conduct myself in accordance with the following Principles of Professionalism when dealing with my client, opposing parties, their counsel, the courts and the general public.

Civility and courtesy are the hallmarks of professionalism and should not be equated with weakness;

I will endeavor to be courteous and civil, both in oral and in written communications:

I will not knowingly make statements of fact or of law that are untrue;

I will agree to reasonable requests for extensions of time or for waiver of procedural formalities when the legitimate interests of my client will not be adversely affected;

I will refrain from causing unreasonable delays;

I will endeavor to consult with opposing counsel before scheduling depositions and meetings and before rescheduling hearings, and I will cooperate with opposing counsel when scheduling changes are requested;

When scheduled hearings or depositions have to be canceled, I will notify opposing counsel, and if appropriate, the court (or other tribunal) as early as possible;

Before dates for hearings or trials are set, or if that is not feasible, immediately after such dates have been set, I will attempt to verify the availability of key participants and witnesses so that I can promptly notify the court (or other tribunal) and opposing counsel of any likely problem in that regard;

I will refrain from utilizing litigation or any other course of conduct to harass the opposing party;

I will refrain from engaging in excessive and abusive discovery, and I will comply with all reasonable discovery requests;

In depositions and other proceedings, and in negotiations, I will conduct myself with dignity, avoid making groundless objections and refrain from engaging I acts of rudeness or disrespect;

I will not serve motions and pleadings on the other party or counsel at such time or in such manner as will unfairly limit the other party's opportunity to respond;

In business transactions I will not quarrel over matters of form or style, but will concentrate on matters of substance and content;

I will be a vigorous and zealous advocate on behalf of my client, while recognizing, as an officer of the court, that excessive zeal may be detrimental to my client's interests as well as to the proper functioning of our system of justice;

While I must consider my client's decision concerning the objectives of the representation, I nevertheless will counsel my client that a willingness to initiate or engage in settlement discussions is consistent with zealous and effective representation;

Where consistent with my client's interests, I will communicate with opposing counsel in an effort to avoid litigation and to resolve litigation that has actually commenced;

I will withdraw voluntarily claims or defense when it becomes apparent that they do not have merit or are superfluous;

I will not file frivolous motions;

I will make every effort to agree with other counsel, as early as possible, on a voluntary exchange of information and on a plan for discovery;

I will attempt to resolve, by agreement, my objections to matters contained in my opponent's pleadings and discovery requests;

In civil matters, I will stipulate to facts as to which there is no genuine dispute;

I will endeavor to be punctual in attending court hearings, conferences, meetings and depositions;

I will at all times be candid with the court and its personnel;

I will remember that, in addition to commitment to my client's cause, my responsibilities as a lawyer include a devotion to the public good;

I will endeavor to keep myself current in the areas in which I practice and when necessary, will associate with, or refer my client to, counsel knowledgeable in another field of practice;

I will be mindful of the fact that, as a member of a self-regulating profession, it is incumbent on me to report violations by fellow lawyers as required by the Rules of Professional Conduct;

I will be mindful of the need to protect the image of the legal profession in the eyes of the public and will be so guided when considering methods and content of advertising;

I will be mindful that the law is a learned profession and that among its desirable goals are devotion to public service, improvement of administration of justice, and the contribution of uncompensated time and civic influence on behalf of those persons who cannot afford adequate legal assistance;

I will endeavor to ensure that all persons, regardless of race, age, gender, disability, national origin, religion, sexual orientation, color, or creed receive fair and equal treatment under the law, and will always conduct myself in such a way as to promote equality and justice for all.

It is understood that nothing in these Principles shall be deemed to supersede, supplement or in any way amend the Rules of Professional Conduct, alter existing standards of conduct against which lawyer conduct might be judged or become a basis for the imposition of civil liability of any kind.

--Adopted by the Connecticut Bar Association House of Delegates on June 6, 1994

# **Faculty Biographies**

Matthew J. Cholewa is a Partner in the Title Practice Group of Hunt Leibert Jacobson, P.C., a law firm based in Hartford, CT. Prior to that, Attorney Cholewa spent 16 years in the title insurance industry as an Agency Services Manager, State Underwriting Counsel and Claims Counsel. Attorney Cholewa is also the principal of Colonial 1031 Exchange Services, LLC, a 1031 tax deferred exchange consulting company. He received his B.S. degree in Engineering *Summa Cum Laude* and his M.B.A. from the University of Connecticut, and his *Juris Doctor* from the University of Virginia School of Law, where he was a member of the *Virginia Law Review*.

Mr. Cholewa is a member of the Connecticut and Massachusetts bars, is the Chair of the Connecticut Bar Association's Real Property section, and is an elected member of the House of Delegates, the governing body of the Connecticut Bar Association. He is also a Past President of the New England Land Title Association.

Matt has written many articles and given many seminars in the area of real estate law. Matt lives in Wethersfield with his three children.

Matt can be reached at 203-612-9242 or by Email at <a href="mailto:mcholewa@huntleibert.com">mcholewa@huntleibert.com</a>

Joseph C. Sanfilippo is manager and counsel of Legal Title Service, LLC, a title search company serving Connecticut. He is also sole proprietor of the Law Office of Joseph C. Sanfilippo. He has more than 30 years experience in the area of real estate related matters involving residential and commercial titles, the real estate closing process and issues regarding foreclosure, bankruptcy, probate, and common interest communities. Mr. Sanfilippo is well versed in the Connecticut General Statutes and Standards Title and other related public acts regarding real estate. He also provides expert testimony and counsel in connection with complex title issues. Mr. Sanfilippo earned his B.A. degree from Hartwick College and his J.D. degree from the University of Bridgeport School of Law, now known as Quinnipiac College School of Law. He is admitted to the Connecticut Bar, U.S. District Court, and he is a member of the Connecticut Bar Association. Mr. Sanfilippo has provided public seminars and training in all title related matters.

**Barbara C. Smith** has over thirty years' experience in commercial and residential real estate transactions, focusing on complex commercial and residential title examinations both in private practice and in the title insurance industry.

She is admitted to the Connecticut Bar, and a member of the Connecticut Bar Association. She has taught real estate law to Connecticut real estate agents and brokers through the Office of Continuing Education at the University of Connecticut.

Barbara C. Smith received her B.S. degree from University of New Haven, *Summa Cum Laude*, and her J.D. from Boston University School of Law.

THE TITLE SEARCH: WHAT YOU NEED TO KNOW

CBA/CLE March 23, 2016

Joe Sanfilippo (JS), Matthew Cholewa (MC) and Barbara C Smith (BCS)

# I. INTRODUCTION (MC)

- a. Introductions & background
- b. Ask for show of hands as to how many in audience have done a title search/ how many have never been in a land records vault
- c. Describe when and how each of us learned to do title searches
- d. In the next few hours, we will: (MC)
  - Review the basics of title searching as done in the land records vault and as might be done by electronic remote land records research
  - ii. Discuss going beyond the vault: remote title searching, probate, foreclosure and municipal searches
  - iii. Quick review of the unique issues presented with common interest communities
  - iv. Review of common legal concepts, statutes of limitation
  - v. Discuss the transition of a title search report to a title insurance policy: the commitment, underwriting issues, pro forma

# **II. Title Searching Fundamentals**

Over the years, title searching in Connecticut has become more and more complex. Differences in indexing in various Town Clerks' offices throughout the state, new developments in the law, creative methods of financing and the multitude of property foreclosures have attributed to this complexity. The scope of this presentation is not meant to encompass all aspects affecting title searching. Legal decisions affecting the status of title and other determinations or questions that a searcher may have should be brought to the attention of an experienced real estate Attorney or title underwriter. Many times the Connecticut Standards of Title, the Connecticut General Statutes, Connecticut Common Law, Federal Laws and Regulations and even local customary practices must be researched in order to arrive at an acceptable solution to correct defects and other problems affecting title. This presentation is meant to provide a searcher with the basic steps and guidelines to follow in performing a title search, since title searching itself is a continuous learning experience, beyond the scope of any instructional propaganda. On a daily basis an issue will arise that requires an organized thought process, research or explanation. The seasoned title searcher may even find himself at a cross roads. Legal determinations and conclusions should be avoided while at the Land Records until the issue is brought to the attention of an title examiner or a title underwriter. The task of the title searcher is to perform a complete and comprehensive Land Records search reporting his findings as appropriate. Reporting exceptions to title which may be omitted at a later period in time is an acceptable procedure in this industry. Reporting not enough information or overlooking items which should be exceptions to title could, on the other hand, result in claims and costly litigation.

### 1. GENERAL TYPES OF LAND RECORD TITLE SEARCH:

### a. CURRENT OWNER SEARCH:

Run title from date of acquisition by current owner. An acceptable starting point would be a warranty deed or an executor or administrator deed. A quit claim deed, certificate of foreclosure, death notice or certificate of devise is generally not acceptable even for rundown purposes. Should you encounter one of these deeds as a conveyance wherein the current owner took title to the premises, you must go back another step until you find a warranty deed or an executor or administrator deed; then, you may run title from that point and that's where you will limit your liability. Keep in mind that title certification on a rundown is from the start date when the current owner acquired title forward, therefore easements and agreements referred to in the deed of conveyance into the current owner would not apply to the certification since they were recorded prior to the commencement date of the search.

### b. FULL SEARCH:

This is a search which must contain an unbroken chain of title for a period of at least forty years. A starting point of at least forty years must be found. This can usually be any type of deed as long as it purports to convey a full interest. Title should be run from that point forward and the deed of conveyance should be checked to insure that all parties have conveyed their interest. Also, the descriptions should be checked to be sure they are the same. This is important because during the course of the search additional parcels may be purchased and added to the original parcel, or boundary lines may vary. Obviously, in doing a larger tract such as a lot in a subdivision, or a unit in a condominium, the descriptions will be larger acreage parcels before they have been subdivided into lots or become part of a condominium. When doing a search the chain of title should simply be written down. That is: the owner, the volume and page, the date of the instrument, the type of instrument and the recording date. When doing a search in regard to a purchase, copies of all easements referred to the warranty deed or which come up within the chain of title should be obtained. A copy of the survey referred to in the warranty deed or otherwise on file must also be obtained. Usually, a copy of the deed of conveyance into the current owner and a copy of the first Page and signature Page of all mortgages and copies of liens should be obtained. This applies for rundowns and full searches depending upon the purpose that the search is being performed. Inquiry should be made with the ordering customer to determine what copies are required based upon the purpose of his or her request. If you are performing the search for yourself you should be in a position to make that determination during the course of your research.

### 2. LAND RECORD RESEARCH:

a. THE TAX ASSESSOR: The first stop for any title searcher should be the Tax Assessors Office in the Town Hall of the City or Town where the property is located. The current Grand List for that year should

be examined under the owners name as of October 1<sup>st</sup> of the given list year. The street address, map, block, lot, if applicable, total assessment and list number should be written down along with the deed reference where the current owner acquired title to the property. A property field card may be useful in many instances and usually contains most of this information. Some Towns have older field cards which show a complete chain of title with Volume and Pages and also refer to surveys which may not be easily found on the land Records. A copy of the Tax Assessor map depicting the premises is generally not necessary however is useful in many circumstances. If an A-2 survey or subdivision map of the premises is not found then the Assessor map is second best to none. These maps are not A-2 surveys and cannot be relied upon as such however they do show general boundaries of the property. Even if a survey is available from the Land Records there are times when an Assessor map can alert a searcher to potential discrepancies and conflicts in boundaries or other title issues. At the very least an Assessor map is useful in identifying the location of the property being searched.

- b. THE TOWN CLERK: The Town Clerk's Office is where you will conduct your title search (additional offices may need to be visited, such as the probate court, the superior court or even the municipal building department, depending upon your findings at the Town Clerk's Office). Some of these departments might not be located in the Town Hall. The purpose of performing the title search will be to confirm the status of title beginning with ownership of the premises and reporting all open financing, liens, easements agreements or other encumbrances as they affect the property. You should first open the volume and page you received from the Assessor's Office (the current Volume and Page). Usually, this will be the current owner of the premises you are to search. If you are simply doing a rundown and this is a warranty deed, or executor or administrator's deed, you may begin here searching the names on the deed forward by grantoring and granteeing each index in chronological order. If you are doing a full Search it's generally a good idea to run the name forward quickly to see how difficult the front title is. Then you must examine the title from this point backward. I think it is best to find your starting point that is a deed of conveyance over forty years. Then you can grantor and grantee the names of the owners within that period of time forward. If you do not have the volume and pages for the complete chain of title from the Assessor's Office, you will need to find that starting point yourself. In some instances with older titles, the page before your current warranty deed will be a release of mortgage which references a mortgage from a prior owner. By looking at that prior mortgage you have already gone back another step closer to your forty year cutoff point. If you do not see a release of mortgage before the current deed (which is usually the case), then you must grantee the sellers or grantors as set forth on the current warranty deed. Their names will be granteed from the date they conveyed the premises backward until you find such a reference in the index where those prior owners purchased the premises. In turn, this method is continued until a deed forty years from the present date backward is located, describing the current premises. Many times, the description will not be the same since the current parcel may have been subdivided at some point in time.
- 3. PROPERTY TAXES AND OTHER PUBLIC OR PRIVATE ASSESSMENTS:
- a. THE TAX COLLECTOR: The next stop (or you can certainly visit the Tax Collector before you go to the Town Clerk), should be the Tax Collector's Office. Most Tax Collectors simply ask for the list number.

The searcher usually gives the Tax Collector the list number and the Tax Collector will tell them the total tax amount for the current Grand List year and whether or not a payment or payments have been made. Usually for a small fee a duplicate copy of a tax bill can be obtained. Generally most lenders require a copy of the tax bill along with the title work. A Tax Collector should be asked if there are any back taxes showing as unpaid on the computer screen. Also, inquiry should be made as to whether or not there is sewer use or assessment, water use or assessment, or any other additional taxes or assessments such as fire district taxes of which a searcher should be made aware. Simply by visiting the Town Halls throughout the state, a searcher will become familiar with those Towns which have sewer and Towns which have fire, etc. It is a good idea when checking the Grand List under the current owner's name to see if the current owner also owns other property in that Town. Sometimes, there are two contiguous parcels which are really a part of the entire parcel requested to be searched and one of the parcels may have no street number. Therefore searching out the address only by street number will result in overlooking the additional account. It is also possible that two tax accounts may exist under one address. This can occur when a person is entitled to certain tax exemptions and owns property with an individual who does not receive such benefits. Two dwellings located on one parcel is also a situation where two tax accounts may have been created. Holders of a ground lease having a record leasehold interest in the property may also have a tax account in their name for buildings and improvements while the fee owner may be billed for the real property. Obviously the situation where multiple tax accounts exist could be tricky and result in a additional account being overlooked by the searcher. This is a ripe area for title insurance claims being made.

b. PRIVATE ASSOCIATIONS. Aside from common interest community's, generally, private association information regarding dues and assessments find their way to the Land Records in an ad hoc fashion without much uniformity. Some associations file bylaws and other documents regarding the association and others do not. In some cases, there might be simple language in a given owners deed regarding any dues or assessments payable to a particular association. Without specific reference to a recorded document regarding association dues the title searcher is under no obligation to go beyond the Land Records to determine if a given property lies within a private association or taxing district. The attorney for the buyer should be cautious in this regard to make inquiry with the seller's attorney as to the existence of any possible private association affecting the premises.

### 4. FORMS, PRACTICE POINTERS AND PROCEDURES

a. Always check the Grand List along with the Tax Collector records to assure yourself that there are no additional tax accounts. Contiguous parcels might be taxed separately, additional accounts for elderly persons may exist, and additional accounts in instances where leaseholders own the improvements situated on the land may be found. Ground lessees or long-term tenants should be checked for additional tax accounts.

- b. Grantor each owner in the chain within the last ten years for any open federal tax liens. For Land Record purposes they are alive for ten years against any owner; however they expire unless a continuation of lien is filed within a certain period of time. Also, in foreclosures, a federal tax lien post-lis pendens is not extinguished unless the foreclosure is a foreclosure by sale. All open post-lis pendens federal tax liens in a strict foreclosure must be reported.
- c. It is a good idea to look before and after the page of each instrument you examine during your search. Many instances exist wherein assignments, subordination agreements, second mortgages, affidavits, etc. are found and not necessarily properly indexed. This also saves you time. Unfortunately, this may not be practical in many Towns where the entire title review is completed on the Town Clerk's computer and the copies are printed from that computer. Then, in essence, pulling books will in fact waste time.
- d. Any deed, as long as it is over forty years old and purports to convey a full interest, is a valid starting point. They include straw-man deeds, tax deeds, quit claims, devises and certificates of foreclosure. The deed need not be a warranty.
- e. Any mortgages referenced in a deed over forty years old need not be checked further, unless a specific volume and page reference or date is given. The language "mortgage to People's Savings Bank in the amount of \$10,000.00 as appears of record" is not sufficient information to require further investigation.
- f. Attachments are good for a period of fifteen years from the date of recording and judgment liens are good for twenty years. If the attachment is over fifteen years old, but a judgment lien has been filed and is not over twenty years old, you may report both. Small Claims judgments are good for a period of ten or fifteen years depending on statutory interpretation.

### g. Releases:

A release of attachment and lis pendens need not be witnessed or notarized.

A release of judgment lien must be witnessed and notarized.

All lien releases must be signed by either the plaintiff himself or the attorney of record to be valid.

Release of mechanics lien must be signed by the lienor to be valid. A release signed by the attorney for the plaintiff is invalid.

- h. A mechanics lien is good for one year unless a lis pendens is filed, however, contrary to this rule, all unreleased mechanics liens under ten years old must still be reported pursuant to the standards of title.
- i. Common Errors For properties held in joint tenants with rights of survivorship a tax certificate or opinion of no tax must be filed stating that no tax is due or all taxes due the State of Connecticut have been paid. It is not enough that a death certificate only has been filed, as this does not indicate the

release of the lien for taxes in favor of the State of Connecticut. Statutory passage of time will allow for this requirement to be unnecessary.

- j. When title is vested in a deceased person, an exception should be taken for Estate taxes and probate fees due the State of Connecticut and Federal Estate Taxes due the USA on your search. If possible, or by request, a check with the probate court should be made. Refer to probate form.
- k. In theory, all banks should be grantored for assignment. This is critical when doing a search for foreclosure to be sure you have the exact party defendants. Fortunately, this monumental task has been minimized since the Town Clerks are now required by statute to index mortgage assignments under the borrowers name referenced in the assignment. However, on occasion, a release will not reference the borrowers name and therefore will not be found by the searcher under the borrower's name, since it will only be indexed by the Town Clerk under the lender names. Older mortgages recorded prior to the passage of the state statute need to be grantored for assignments, especially in cases where you find an older incorrectly released mortgage. Many times you will find the gap in the mortgage assignment chain which will make your release a good one. This will avert a wild goose chase for your customer trying to possibly run down a release in the event a statutory affidavit does not apply to the specific situation.
- I. Copies included with the search should generally be put in an order which has the current vesting deed on top, mortgage and liens in chronological order and then easements and maps. This makes it easier for review.
- m. Be very careful with appurtenant easements, those "together withs" which result in a great number of claims. These need to be checked in order to assure that they have been properly created and are not subject to prior mortgages and liens before the time of creation (a prior mortgage which is foreclosed could foreclose out the easement). This may involve a separate search of the parcel which the appurtenant easement is situated upon.
- n. A critical problem area is access to the premises. Be sure to determine whether your parcel has access to a public or private road, and whether or not there is a right of way. Title companies insure access.
- o. If title is vested in a bank pursuant to a recent foreclosure, it is a good idea to run out the foreclosed party along with the foreclosing bank. Corrective instruments or municipal tax liens could be recorded which may be overlooked.
- p. When searching a condominium unit, the Association should be examined in all instances. Associations can borrow from a lender by using as collateral its right to collect common charges. The customer should be made aware of this financing since it may affect the operating budget and common charge fees and assessments. These should always be reported, along with any amendments or easements found.

- q. Modifications of any mortgages which appear within your chain of title should be examined. It is not unusual for a mortgage placed upon other property of your owner to be subsequently modified to include the subject premises.
- r. Match up the name on tax bill to title as you found held; Tax Collectors are many times correct. This is a good way to re check your findings. Also, many tax bills are coded for banks which indicate if an account is in tax escrow. If you are not showing an open mortgage on your search now would be a prudent time to re check the search for one.
- s. Names like "John Smith Construction Co., Inc." should be examined under John Smith Construction Co., Inc. and Smith, John Construction Co., Inc. Town Clerk's tend to index both ways, even though this may not seem proper.
- t. When examining an entity using a numerical denomination, check the beginning of the A's, check under "num" end of Z's and spell numbers out into words, many times two ways. (Example: 1001 Post Road Associates One Zero Zero One and One Thousand One).
- u. Names like "McCarthy" should be checked at beginning of M's, beginning of MC's" and McCarthy. Also not that many times Town Clerk's separate these type of names with a space, such as Mc Carthy.
- v. When searching a new development, it is a good idea to check the deeds for lots being conveyed out to match up financing and encumbrances you located against the deeds. Always look at lots contiguous to the premises being searched. Driveway easements, slope rights and common maintenance agreements being reserved or granted by the developer in deeds for adjacent lots may affect the subject premises. Errors in boundary lines might be discovered which could require corrective action when the subject premises are conveyed by the developer. Certain times lot lines will be adjusted by the developer by the filing of a newer survey with the Town Clerk. Examining a deed for an adjacent parcel conveyed would assist the title searcher in finding the applicable survey.
- w. Inadequate mortgage releasing on the Land Records has evolved into a time consuming process for corrective action. Mortgages released by entities other than the original mortgagee must have an assignment of mortgage in favor of them recorded on the Land Records. Unfortunately many do not and these need to be reported as incorrectly released. Another error in mortgage releasing is where MERS, INC is the holder of a mortgage, however the release comes from the nominee. These also need to be reported as incorrect. Over the past few years affidavits have been created which can be found in the Standards of Title which address most of the inadequate releasing situations, however many times the affidavits' themselves are drafted incorrectly or contain missing information. All incorrectly released mortgages should be reported along with any affidavits appearing incorrect.

### 5. PROBATE COURT REVIEW:

At times during the course of a title examination a given land owner will die owning real estate. This will involve the filing of a probate proceeding in the jurisdiction where the property is located. A title searcher would have an obligation to examine the probate file to be sure certain action was taken to properly administer the estate. The appointment of a fiduciary, the filing of a will (if the estate was testate), the filing of an inventory, release of estate taxes and probate fees, any applications to sell the real property and orders granted and any claims filed against the estate would be some of the items of particular interest to look for. Conservator estates will generally contain the appointment of the conservator and an application or order to sell the real estate without much else to be concerned with. These findings should be reported as part of the title search so the buyer's attorney can address any concerns with the seller's attorney prior to closing.

### 6. SUPERIOR COURT REVIEW:

In cases where your title examination reveals a property that was foreclosed either by a strict foreclosure or a foreclosure by sale, the superior court file should be examined. On these particular titles, the searcher would be interested in confirming that all defendants found in the title search were made parties to the foreclosure action, were properly served and defaulted and title vested as found on the Land Records. The majority of foreclosures usually involve a mortgage, a condominium association lien or municipal real estate taxes being foreclosed, however judgment liens and mechanics liens can be foreclosed in the same fashion. When a title searcher finds a deed in lieu of foreclosure or a municipal tax lien auction in his chain of title, superior court record examinations do not apply, however other concerns should be addressed through the Land Record examination.

### 7. MORTGAGES, LIENS AND RELEASES:

Liens, mortgages, and other encumbrances affecting the parcel searched throughout the chain of title do not automatically become extinguished when one party conveys to another party. Releases must be filed for all mortgages and liens from prior owners. Example: A sells to B. B mortgages the property and there are two attachments filed against him. B conveys to C, the mortgage is released and one of the attachments is released. The second attachment was not released. This attachment still effects the property and a release must be ascertained, therefore this attachment must be reported. In most cases however, mortgages and liens will expire or become extinguished over time. Mechanics liens, attachments, judgment liens, federal tax liens, financing statements, municipal liens and mortgages have expiration periods promulgated by statute. The Connecticut Standards of Title provides guidance for the recording of documents and affidavits at times necessary to extinguish a particular item. However, many items are simply expunged without any further action taken.

### 8. EASEMENTS, COVENANTS AND LICENSE AGREEMENTS:

These are permanent encumbrances that may expire by their own terms. Generally a permanent encumbrance is an easement or restriction that runs with the land, but can be other types of items. A license or a lease generally would not be considered permanent but can have a lengthy time period which in effect may be considered as continuously ongoing yet fall short of having "permanent" status.

Easements will expire if granted for a temporary period of time. A review of the instrument would be necessary to determine this. Restrictions may expire if appearing in the instrument which created the restrictions is an expiration period. Otherwise, to release a restriction, all parties of interest would need to agree to a release. Sometimes easements and restrictions will merge out and be of no further effect should a common land owner acquire all property subject to or appurtenant therewith the pertinent easement or restriction. License agreements generally are terminated by one or both of the parties to the agreement upon the giving of notice or by the passage of time.

### 9. THE BUILDING DEPARTMENT SEARCH:

Although municipal searches are generally not relative to title, over the past twenty five years they have evolved into an area of fear for closing attorneys. The scenario of "closing over the open permit issue" doesn't seem to want to go away. Basically, if asked by your customer, client or for your own due diligence purposes, you would check with the Building Department to see whether all permits have had certificates of occupancy issued and that there are no open permits requiring closure. In the event your search reveals open permits you must require the seller to have the permits closed by the Building Department. Failure to do so may result in a claim by your client against you for not addressing the issue. It becomes problematic when or if your client goes to the Building Department post closing to pull a permit to perform work at his residence and discovers open permits which need closure. There may be a fee involved to have the permits closed or to repair faulty work not to code. There is some saving grace by state statute, however many closing attorneys seems to feel uncomfortable relying upon the statute. There are also other departments to check as part of a municipal search if you desire to expand the scope of your diligence however these go beyond the scope of this presentation.

# III. Remote title searches: the New Age (BCS)

## 1. The future has arrived in most of the town halls in Connecticut:

- a. Out of 169 municipalities, 138 have some form of online access as of February 26, 2016.
- b. Of those 137, 6 towns have online access available only through a subscription with the town.
- c. Of the 137, 9 towns have only the indices available online.
- d. The remaining towns all participate in one of three online record websites: Town Clerk Portal, Connecticut Land Records, or IQS. (ILRS no longer serves any towns in CT.)

# 2. What does this mean for you? It means that within the comfort of your home or office, you can:

- a. Quickly obtain a copy of deed or any other recorded document without running out to the town hall or begging the town clerk to fax it to you.
- b. Rundown a current owner to see if any liens have been filed on the eve of a closing.
- c. Get that missing copy of an easement the bank sees on the commitment and wants to review.

- d. In some cases, do a two owner rundown.
- e. In some very rare cases, complete a full title search. It is more likely you will be able to get a good start on a full title search, and finish it up in the vault.
- 3. <u>How is this done?</u> It depends on the online record website which the town uses. To begin a title rundown or search, the same approach described earlier is used but remotely.
  - a. Most towns have their Assessor's Data online through either the town website or what used to be Vision Appraisal and is now Vision Government Solutions, or VGS. From that you can obtain the "field card" data including a volume and page for a recent owner.
  - b. Most towns also have tax bills online. You will need to go through the town website for these. Remember: they may not include fire districts and municipal service fees.
  - c. When you are armed with your current owner's name and (hopefully) a volume and page, you can proceed to the online land records.
- 4. **Town Clerk Portal** by far the largest online land records website, with 72 towns.
  - a. At account sign in, sign in as a Guest, or buy a subscription if you need clean images
  - b. Choose the town
  - c. Notice the tabs on the top, the name screen comes up first. If you have a volume/page, go to the Volume/Page tab. Fill in and hit search.
    - i. This screen that provides all the information the hard indices provide...and more. Notice the number of pages. Notice, also, that the description is "not warranted", which has always been the case, but it is a good reminder.
    - ii. Click on images to see the document. If you want to purchase, see notes above document.
  - d. Name search: I entered *Smith*, *D* from 1/1/2014. Leave "Thru" blank if you want it to run through current. Notice the other ways the search can be limited. The most convenient is "grantor/grantee"
    - i. Search- Show Final Results. I do not recommend this. TMI
    - ii. Search Show Names List. Check off names you are interested in, and click on "Return Selected Names"
    - iii. Click on Images to see document.
  - e. Other items to note in Town Clerk Portal
    - i. When you are in your town, click on the "Good Through Dates"; this provides the dates for when the indexes were last updated, and when the images were last updated.
    - ii. There are further ways to limit your search on the Name search tab: "Groups" and "Kind" of documents. I find these too limiting because I am concerned that the town clerk may not identify the document as I do. I have seen complex commercial documents including mortgages identified as "Agreements", and some liens identified as "Notices".

iii. A record of your transactions is available if you are a registered user, and you can access and reprint the same document for 30 days after purchase.

### 5. **Connecticut Land Records** – 36 towns

- a. Select a town from the drop down menu
- b. On the Search screen, notice the drop down menu at the top. The choice here is usually Name, Volume/Page, or Document Number. The name type refers to Corporation or Individual. I would always select "Both". "As:" refers to grantor/grantee. For the reasons discussed above, I would select all document types. Notice the Recorded Dates. These are already populated, unlike Town Clerk Portal. You have to change them as necessary.
- c. I searched the last name only "Howard" from January 1, 2000. Here are the search results. I can see that I should narrow the search. This should be done in the broadest way possible. I am not going to type "Ruth Berguis" in the "First Name", because those identified as "Ruth" would not appear. Type "R" into the first name box.
- d. Now I have a list of Ruth Howard. I clicked on one of the Ruth Howard's that appeared, **Each hyperlinked name will have to be checked successively.**
- e. I clicked on one of the Quit Claim Deed references. If I want to view the document, I have to become a member, which is free, and then pay to view, which is \$2 per page for the entire document. You cannot view just one page.
- f. Connecticut Land Records is also good about providing a record of your transactions if you need it. You have access to your documents for a certain time period.

### 6. **IQS** – 16 towns

- a. Select your town from the home screen. The only option is to "Log in as Guest". There is a Disclaimer Page, which you can accept or decline.
- b. On the search page, note the "Data Verified Thru" date at the top. This has party 1 and 2 choices, which refer to grantor and grantee. This is a search for Donna Jones from January 1, 2000.
- c. On the results page, Daniel Jones comes up as well as Donna Jones. You can go back to your search and limit it. IQS provides a nice feature: you can create a file of "My Documents" similar to Town Clerk Portal's Shopping Cart. First, you might want to view the document. I want to view the Change of Name for Donna Jones.
- d. Note the choices you have with this document: Print, Download, Zoom. If you choose "Print". You are sent to a form to fill in your payment, which is \$1.50 per page. One handy feature is to check "Remember my card for this session" and you won't have to fill this in every time you want a document during your title search.
- e. When you have downloaded or purchased a document, and closed out of the site, you do not have access to your document again. You need to go back in a pay again.
- f. Note: Print receipts at the time you make the copies.

- 7. <u>Towns on their own.</u> The following towns have free indices, but you will need a private subscription to view the documents: Bristol, Easton, Glastonbury, Stamford and West Hartford. The subscription prices vary from \$150 to \$400 per year. Norwich requires a private subscription to look at the indices, but this can be purchased for one week at a time.
- 8. **Do not get too comfy!** Remote electronic title searching can save time and energy, but it can also get you in hot water. There are only 2 towns in CT have absolutely everything online: land records going back to incorporation of town, all municipal liens, and all maps. Be aware of the following matters that might not be online:
  - a. Some municipal liens (Metropolitan District, Fire Districts, Sewer and Water Districts) are indexed in separate books.
  - b. Maps and map indices are not online in most towns.
  - c. Not all towns have electronic images that go back for more than 40 years, so a full title search is not possible.
  - d. If the remote title search uncovers a recent foreclosure, a review of the Superior Court records is necessary in order to make sure the foreclosure was properly carried out. There are 15 Superior Courts in Connecticut. They have just begun to have remote electronic access. For foreclosures older than one or two years, it is necessary to go to a Superior Courthouse to review the file.
  - e. If a title search uncovers the title is either in or was recently in probate, a review of the Probate Court file is necessary. There are 54 Probate Courts in Connecticut. It does not appear that any of these have remote online access.
  - f. I have seen handwritten notes in town halls which would not have been posted on any of these online land records. For instance, there are a few towns in CT where indexing a number, as in "44 Lafayette, LLC" may be found only by typing in "num 44..." Some land records have other quirky traditions which could affect your results.

### 9. Be careful...and cover your tracks.

- a. I always print out my search results page and note on it other combinations I might have tried.
- b. It takes some imagination to make sure you have indexed every reasonable permutation of a name:
  - i. Trustees are always tricky. In this case, different assistant town clerks enter "The Trustees of Trinity College" differently.
  - ii. Numbers, as mentioned earlier, are also tricky. But in this case, it is spacing that makes the difference. Notice the Warranty Deed conveys to 1MC Connecticut, LLC. A mortgage comes from 1 MC Connecticut, LLC. Here are the two pages from the indices. When I pointed this out to the Town Clerk, she said, "Better check "I (Roman numeral) MC too!"
  - iii. Hartford is listed under the City of Hartford. Other municipalities have similar issues.

- c. Do not enter too much search data. In this case, if "Rockville Orthopedic" was entered, the first citations would be missed. If "Rockville Ortho" was entered, they would be caught.
- d. To close: There are some problems you just can't avoid. This is a note that was posted in 2012 in the vault in a large town in CT. To follow the Town Clerk's instruction, it would be necessary to search through thousands of pages, looking for a tax lien. The problem is in the process of being fixed from what I understand.

# IV. Probate Court Review (BS)

- a. When is it necessary to review probate records?
  - i. When the title search discloses a property owner in the chain of title died or was conserved during his ownership of the property;
  - ii. If you are aware the current owner is deceased;
  - iii. Note: If the property was held in survivorship, and there is a Probate Certificate indicating there are no succession/estate taxes due, and references the deed creating the joint tenancy, it is usually not necessary to review probate records.
- b. Before going to the Probate Court, the abstract of title should note all the documents recorded in the Land Records having to do with the probate of the estate. Some documents in the Probate record need to be recorded in the land records as well:
  - i. Probate tax certificates releasing tax and fee liens;
  - ii. Appointment of fiduciary;
  - iii. Approval of sale unless Will provides otherwise;
  - iv. Certificates of Descent/Devise
- c. Where is the Probate Court with the decedent's file?
  - i. The full file will be in the Probate District where the decedent lived at the time of death;
  - ii. <u>www.ctprobate.gov</u> provides lists of all the Probate Court Districts with contact information, hours and addresses
- d. There are checklists available for reviewing a Probate file, but these can become a problem when the examiner just looks through the file, fills in the blanks and checks off the boxes without understanding what is required in the proper administration of a probate file. A careful reading of the documents is necessary as well as at least a general understanding of how probate works. At a minimum, questions to be included in a probate file review:
  - i. What is the date of death?
  - ii. Did he die testate (with a will) or intestate (without a will)?
  - iii. Has an executor or an administrator been appointed? (name, date of appointment)

- iv. Is the subject property included in the Estate Inventory? (date of inventory, is legal description the same?)
- v. Have estate/succession taxes been paid to the State, or is there a Decree of no tax due?
- vi. Are federal estate taxes due?
- vii. Who are the heirs and next of kin? (list)
- viii. Were the heirs and next of kin given notice of hearings?
- ix. If there is a Will, has it been admitted to probate? (date)
- x. Does the Will provide a specific bequest of the property, or is it included in a residuary clause? (Note Article of Will)
- xi. Does the Will give the Executor authority to sell the property with or without conditions? (Note Article of Will)
- xii. Were there any codicils to the Will?
- xiii. Whether intestate or testate, is there and Order to sell? (date entered, details of order)
- xiv. Is there a devise or did the property descend to heirs or next of kin? (date of Certificate of Devise or Descent)
- xv. Is there any evidence of an appeal to the Superior Court or any other issues of concern?
- e. This is not an exhaustive list by any means. Matters not addressed are conservatorships, appeal periods from Probate Decrees, the details of State Succession and Estate Taxes, the details of the Federal Estate Tax, Administrator's CTA, when life uses should be probated, disclaimer of property in decedents estate, ancillary jurisdiction, and other items.

# V. Superior Court (Foreclosure review) (MC)

### 1. Foreclosure Records

### (a) Land Records Evidence

A title searcher can usually tell when a lien or mortgage on the property is being foreclosed because of the related instruments recorded in the chain of title. However, the searcher must recognize that some instruments recorded during, or upon the conclusion of, a foreclosure action are not muniments of title. In these cases, the instruments are merely a record of what happened in court, and do not actually transfer the title. The ownership of the property changes because of events occurring during the court proceeding. It is often the proceeding itself which transfers the title.

In most cases, the first indication of a a foreclosure action will be the appearance of a recorded lis pendens. The lis pendens, referred to in Conn. Gen. Stat. § 52-325, is simply a notice

of pending litigation. It serves the useful purpose of notifying any party acquiring an interest in the property after the recording of a lis pendens that the party's interest is subject to the outcome of the lawsuit.

The lis pendens also serves as a guidepost for establishing who the foreclosing party should name as defendants. Assuming, for example, that the foreclosing party had first priority, the foreclosing plaintiff should name the owner of the property as a defendant. Any other party who recorded an encumbrance subsequent to the plaintiffs interest—but prior to the recording of the lis pendens—should also be a named defendant.

A defendant will usually be bound by the judgment of foreclosure if he is properly named and properly served with notice of the action. A check of the foreclosure file must therefore include a review of the complaint and the sheriffs return in order to confirm that these important requirements were satisfied.

### (b) The Judgment

There are two types of foreclosure judgments in Connecticut. The type of judgment will dictate what you must look for in a foreclosure search.

(i) The judgment of strict foreclosure is a creation of the common law, wherein the court decides in favor of the foreclosing party. It is based on Connectdicut being a "title theory" state, wherein a mortgage conveys fee title to the mortgagee, subject to the borrower's equity of redemption. At the time of the judgment, the plaintiff's title is subject to the right of the owner/defendant to "redeem" and pay off the indebtedness owed to the plaintiff. The court sets a law day on which the owner will either have to pay the debt or lose his title to the property. The court also sets subsequent law days for any subsequent encumbrancers (defendants) in the inverse order of their priority.

Upon your review of the file, you may find that one of the defendants has, in fact, paid off the debt and redeemed. In this case, you should find a document called a satisfaction of judgment.

According to Conn. Gen. Stat. § 49-19, title to the property vests absolutely in the party who pays the amount owed under the judgment, subject only to those unpaid interests having priority over the redeeming party. This vesting will be evidenced by a satisfaction of judgment which is signed by the plaintiff, recites the name of the redeeming defendant, and is filed with the court. Certified copies of both the satisfaction of judgment and the certificate of judgment of strict foreclosure, which is a document prepared by the court reciting the terms of the foreclosure judgment, are then recorded on the land records.

If no satisfaction of judgment is present in the file, and the last law day has passed, then title vests absolutely in the foreclosing party. The passage of title should be evidenced on the land records by a certificate of foreclosure. The certificate should bear the signature of the plaintiff, describe the interest foreclosed, and list the defendants.

(ii) The second type of judgment is a judgment of foreclosure by sale. *See* Conn. Gen. Stat. § 49-24. The ordering of a foreclosure by sale is usually within the discretion of the court.

As a title searcher, you must still be concerned with checking both the land records and the judicial record to verify that the complaint names the proper parties and that all of the defendants have been properly served. Having established that the correct procedure was followed, your attention will then shift to examining the judgment.

In a judgment of foreclosure by sale, the court once again decides in favor of the foreclosing plaintiff. The owner still has a right to redeem. Unlike the strict foreclosure situation, however, subsequent encumbrancers are not afforded law days; instead, the court judgment sets the terms under which the property is to be sold free and clear of the interest being foreclosed, and of all subsequent encumbrances as well.

The judgment reflects the court's assignment of a sale date and an appointment of a committee to conduct the sale. The property is then sold at auction and, if the owner fails to redeem the property before the court approves the sale, the owner is foreclosed out. A committee deed is prepared bearing the signature of the appointed committee (usually one attorney), together with the signature of the judge indicating the court's approval of the sale. This deed is a muniment of title and must be recorded in order to properly transfer title into the new owner.

For both types of foreclosure, you need to make sure all parties having interests in property subordinate to foreclosing lien are named as defendants and properly served and defaulted

Special caution should be taken by title searchers whenever a foreclosure occurs after a federal tax lien has been recorded. Federal law [28 U.S.C. § 2410(b)] requires a foreclosure by sale if the United States is joined as a party defendant. Under these circumstances, the United States has a right to redeem the property for an additional 120 days after the date of the sale. *See* Connecticut Standards of Title, 24.17.

In cases involving strict foreclosures, if the federal tax lien is recorded after the foreclosure is started and the lis pendens recorded, but more than 30 days before title becomes absolute in the foreclosing plaintiff, the federal government must be notified

of the action—and the United States still has the right to redeem for an additional 120 days. Connecticut Standards of Title, 24.19. In such cases, an affidavit should be recorded evidencing that the proper notification was given to the IRS.

- (c) Remote full access for recent cases (2014 cases and beyond)
- (d) Collateral Assignments of Mortgage
- (e) Foreclosure checklist

# I. COMMON INTEREST COMMUNITIES (MC)

### 1. Introduction

According to the Common Interest Ownership Act (CIOA), Conn. Gen. Stat. § 47-200 *et seq.*, there are three types of common interest communities—condominiums, planned communities and cooperatives. Because of space limitations and the relative scarcity of cooperatives, that type of community will not be discussed here. The relative popularity of both condominiums and planned communities, however, warrants a short discussion about searching these two types of developments.

### 2. Declaration: Creation of the Common Interest Community

Under CIOA, both condominiums and planned communities are created by declaration. The declaration is usually executed by the owner of the property. It must be executed in the same manner as a deed, and it must be recorded. By submitting the property described in the declaration to the common interest form of ownership, the declarant is changing the character of the property from one primarily controlled by common law principles, to one controlled almost entirely by statute.

### 3. Condominiums and Planned Communities

A condominium is defined in CIOA as a common interest community in which the units are designated for separate ownership and the common elements are owned in common by the unit owners.

A cooperative is defined in CIOA as a common interest community in which the real property is owned by an association, each of whose members is entitled by virtue of his ownership interest in the association to exclusive possession of a unit.

A planned community is defined in CIOA as a common interest community which is neither a condominium or a cooperative. Generally, a planned community is a common interest community where the units are owned individually and the common elements are owned by the association.

In all common interest communities, there are two types of interests which can generally be bought and sold: Units and Development Rights. Development rights are defined in CIOA "any right or combination of rights reserved by a declarant in the declaration to (A) add real property to a common interest community; (B) create units, common elements, or limited common elements within a common interest community; (C) subdivide units or convert units into common elements; or (D) withdraw real property from a common interest community."

# 4. Grantoring the Declarant

When you are searching a common interest community, you must grantor the declarant. Upon the recording of the declaration, the declarant will be the owner of all of the units and all of the common elements. Depending upon the terms of the declaration, the declarant may also reserve development rights. The declarant may also specifically reserve the common law right to convey easements over the community, even after all of the units are sold. When the declarant exercises development rights, an amendment to the declaration must be recorded; and these amendments must be examined by the title searcher. To the extent that any land is added, the searcher must confirm that the title for the additional land has been examined as well.

The declarant can only convey as many units in the common interest community as it has declared. If only four units are originally declared, only four units may be sold to unit purchasers. Any purported conveyance of a fifth unit is ineffective, unless a development right to create a fifth unit is reserved and an amendment is recorded declaring that fifth unit.

Once units are conveyed, a title searcher concerned with a particular unit must begin looking at the chain of title for that particular unit. Obviously, unit owners are capable of encumbering the area designated for separate ownership with separate mortgages, liens, etc. It also becomes imperative for anyone searching a common interest community to grantor the association, since the association has the ability to record instruments which affect a unit owner's rights.

### 4. Grantoring the Association

The association has the capacity to (1) record amendments altering the terms of the declaration; (2) convey or encumber the common elements; (3) sue and be sued, and to have liens recorded against it; (4) grant easements through the common elements; and (5) assign its rights to receive common expenses from the unit owners. Whether the development is a condominium or a planned community, a judgment lien filed against the association is not a lien against the common elements, but is a lien against all of the units. See Conn. Gen. Stat. § 47-259.

- **5.** "Approved Communities" running down from the Declaration
- 6. Every Amendment to Declaration to be Reported not "as amended"
- 7. Creation of Unit in Question Make sure Unit being searched was properly declared:
  - a. In Declaration or Amendment to Declaration
  - b. Schedule A-3 to Delaration
  - c. Architect's Certificate of Completion and Plans
- 8. Super lien of Association for Common Expenses (9 month priority)

# VI. TSR TO POLICY (BS)

- 1. TSR: Title searcher provides search and copies of documents
- 2. <u>COMMITMENT:</u> Search is reviewed, underwritten, and if everything is in order, a Title Insurance Commitment is issued. We do not issue Title Insurance Policies without issuing a Commitment.
  - a. The Commitment is a statement of the type of insurance policy that will be issued and a commitment to issue that policy within a defined period of time, if certain conditions and requirements are met.
  - b. Schedule A describes the policies to be issued, the estate or interest in the insured land, the vesting name in the land, and "Exhibit A", which describes the land.
  - c. Schedule B-I includes Requirements that must be complied with before a policy is issued (payment and release of any liens and/or mortgages which are not to be exceptions, title affidavits, authority documentation and other items as necessary).
  - d. Schedule B-11 includes Exceptions to the policy. These are matters which are in existence as of the date of the policy, but which are exceptions to the policy coverage unless satisfactorily removed.
    - i. General (or Standard):
      - 1. Parties in possession
      - 2. Matters disclosed by accurate survey
      - 3. Matters arising after the date of the Commitment and before the Policy is issued
      - 4. Any lien imposed by law and not shown in the land records (mechanic's lien)
      - 5. Taxes and special assessments
    - ii. Special Exceptions: Those matters discovered in the title search that encumber the land: mortgages, liens, easements, etc

- TITLE INSURANCE POLICY: Variations of Loan, Owner's and Leasehold Policies are available.
  - a. Covered Risks (or Insuring Provisions)
  - Schedule A makes the Covered Risks applicable to the particular land and interest being insured (description, date, name of insured, type of estate, identifying information of security interest in case of loan policy)
  - c. Schedule B lists maters in existence at the time of the policy, but which are exceptions to the policy coverage.
  - d. Exclusions Items that the insured is not insured against under the policy, such as: governmental police power, risks known to the insured and not disclosed, etc.
  - e. Conditions –includes definitions, continuation of coverage, how to make a claim, limitation of liability, etc

# VII. Legal Concepts, Commonly Used Statutes and Standards of Title (MC)

- a. Marketable Record Title Act CGS § 47-33b seq.
- b. Appurtenant Rights Automatically included in conveyance CGS § 47-36l
- c. Limitations Periods
  - i. Judgment Liens
    - 1. Superior Court 20 years (CGS § 52-380a(c)
    - 2. Small claims 10/15 years (CGS § 52-380a, 52-598(b)
  - ii. Municipal Tax Liens 15 years (CGS §12-173 & -175)
  - iii. Federal Tax Liens (10 yrs) 26 U.S.C. sec. 6502 (as stated in lien)
  - iv. Mechanics Liens (1 yr./10 yrs) (CGS §49-39 & Standard 17.1) (report 10 years)
  - v. Attachment –15 years CGS § 52-327
    - 1. Void if Judgment Lien not recorded w/in 4 mos. of judgment CGS § 52-328(b)
  - vi. Broker's Lien 1 year CGS § 20-325a
  - vii. Child Support Liens no limitation CGS § 52-36sd
  - viii. Condominium Assessment Lien 2 years after due date CGS § 47-258(e)
  - ix. Contract 1 yr. from performance date, or 18 months if none CGS § 47-33a
  - x. Demolition Lien no limitation §49-73b (super-priority)
  - xi. Lis Pendens 15 years 52-325e (can extend for up to 10 yrs thereafter)
  - xii. State Income Taxes no limitation CGS §§ 12-734, 12-235
  - xiii. Estate & Succession Taxes no limitation, but 25 year rule, CGS §§ 12-366, 12-391 & Standard 23.1
  - xiv. Probate Fee Lien no limitation Public Act 15-5 (June spec. session)
  - xv. UCC lapses after 5 years CGS § 42a-9-515
  - xvi. Unemployment Compensation no limitation CGS § 31-266
  - xvii. Welfare liens (state) no limitation CGS §§ 17b-79, 17b-93

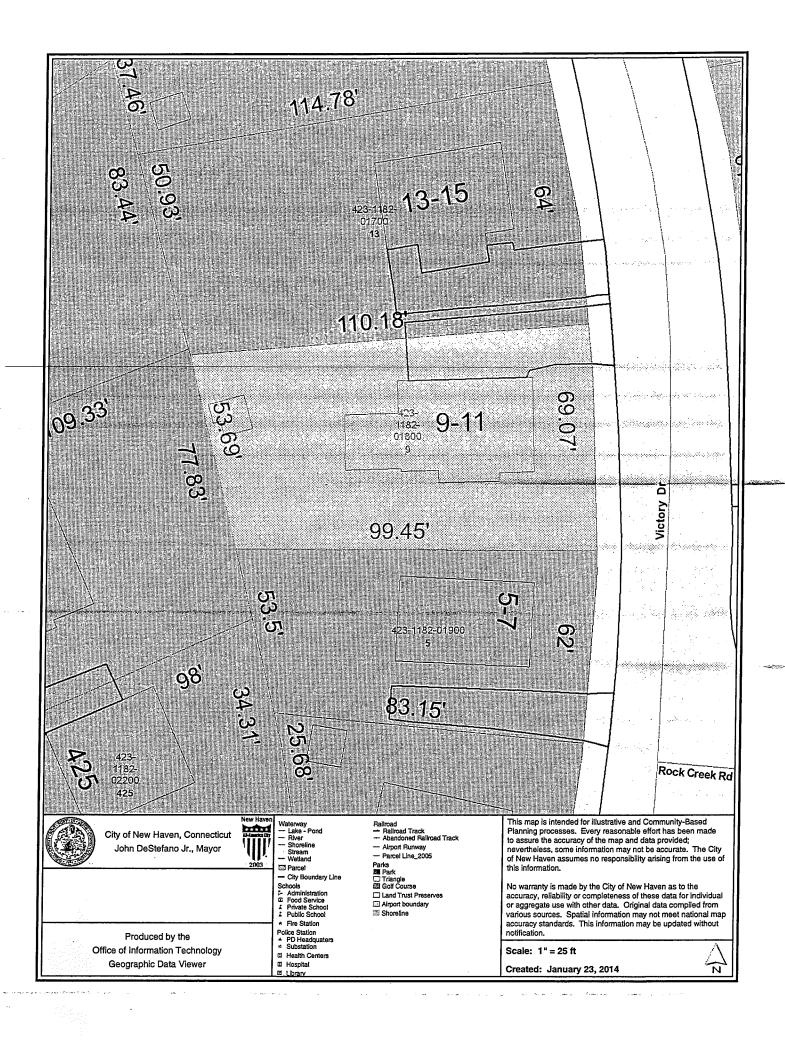
- xviii. Welfare liens (town) 40 years CGS §§ 17b-125, -126
- xix. Water Use Liens
  - 1. Municipal 15 yrs CGS § 7-239
  - 2. Private Water Co. 15 yrs. CGS § 49-72
  - 3. Specially Chartered Companies MDC, Regional Water Authority, etc.
- xx. Sewer Use Liens
  - 1. Municipal 15 yrs CGS § 7-258
  - 2. Specially Chartered Companies MDC, etc.
- xxi. Appeal Periods
  - 1. Superior court, generally 20 days, Practice Book § 63-1
  - 2. Probate 30 days (45 days for some things, e.g., conservatorships) CGS § 45a-186
  - 3. Bankruptcy 14 days, BR Rule 8002
  - 4. District Cout 30 days
- d. Release of mortgage, collateral loan documents Standard 18.6
- e. Errors in releases of mortgage Standard 18.4
- f. Release of corrected or re-recorded mortgage Standard 18.5
- g. Release of mortgage by successor to mortgagee
- h. Assignments of mortgage ,release of mortgage recorded out of order CGS § 49-49-9(d), 49-10(i)
- i. Conveyance by power of attorney. CGS § 47-10
  - i. Individuals
  - ii. Entities
- j. Validating Provisions CGS § 47-36aa (2 years)
- k. Statutory Affidavit Act CGS § 47-12a, Standard 12.1
- I. Change of Name Certificates CGS sec. 47-12
- m. Conveyances in other states, countries
  - i. Conveyances Outside State CGS § 47-7, Standard 9.4
  - ii. Conveyances Outside Country 2 witnesses, acknowledged, Standard 9.5
- n. Deed from a fiduciary to self as grantee Standard 6.5
- o. Deeds to entities not having capacity to take as Grantees Standards 7.2, 7.3
- p. Name Variances Standard 8.1
- q. Sufficiency of Descriptions Standard 10.1
- r. Joint tenancies CGS § 47-14a, Standard 14.2
- s. Successor trustees Standard 15.2
- t. Avoidance of Liens in bankruptcy Standard 27.11

### VIII. WRAP UP

- a. Most common title searching mistakes, a few war stories
- b. Q&A

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Property Location: 254 MAIN ST Vision ID: 11125	CHRRENTOWNER	MARTIN ENTERPRISES LLC	HADELMAN ALLAN C F/A 37-39 TRUMBULL ST	NEW HAVEN, CT 06510	Additional Owners:			RECORD OF OWNERSHIP	MARTIN ENTERPRISES LLC MAIN STREET APARTMENTS LLC CAMPBELL ASSOCIATES GENERAL	DINOLLAMANA	Year Type Description		The state of the s	NBHD/ Citie			19 APTS 57 BTH FIXT			7	U Issue Date	22873 08/05/1999 DE		B Use Use Code Description Zone	112C APARTMENTS MDL-9	

Froperty Location: 254 MAIN S.I. Vision ID: 11125		MAY ID: 43/ 485/ /   Bidg Name:   Account #00003216	
CONSTRUC	CONSTRUCTION DETAIL	CTION DETAIL (CONTINIED)	Card 1 01 1 Frint Date: 01/23/2014 09:32
lement	$\overline{}$		
Style 14 Model 94	Apartments		
	Average +10	BAS 23	
Stories 3 Occupancy 19		FQP 25	
all 1	Brick/Masonry	Description Percentage 913	
		112C APARTMENTS MDL-94 100	
Roof Cover 04	Flat T&G/Rubber	47	
	Drywall/Sheet		
		ST/MARKET	
Interior Floor 1 12	Hardwood	Adj. Base Rate: 79.53	
Heating Fuel 02	Carper		
ype	Hot Water	,350	
AC Type 01	None	7.61	
Bldg Use 112C	APARTMENTS MDL-94	Remodel Rating	
Total Rooms		0	
		Functional Obslnc 0	
		External Obsluc 0	
Hoot/A O	HACIN	23	
Frame Type 03	MASONRY	plete	
gu		831.000	
Ceiling/Wall 06	ALLS		
	AVERAGE	Dep Ovr Comment Mico Imp Our	
Wall Height 9 % Comn Wall 10		Misc Imp Ovr Comment	
		Cost to Cure Ovr Cost to Cure Ovr Cost to Cure Ovr Comment	
OB-OUTBUIL	DING & YARD ITEMS(L)	OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATIIRES(R)	
Code Description St	Sub   Sub Descript   I/B   Inite   I'nit Price	(a) (c)	
TOTAL CONTRACT	out Dead ipi	\$	
	_		
	Tal allo Oktobilla	THE COMMON AND THE CO	
	Description I wing dream	Grass And Eff And This Con	
BAS First Floor	4,940	0 4.940 Area Onit Cost Undeprec. Value	
FOP Porch, Open, Finished FUS Upper Story, Finished UBM Basement, Infinished		140 19.88 9,880 75.55	
		17.00	
Til. Gross	Til. Gross Liv/Lease Area: 14,820	0 19,900	
	Ė		



City of Danbury, Connecticut Town Clerk - Lori A. Kaback

**Guest User** 

SEARCH CRITERIA Firm/Last Name GROSSMAN (BEGINS WITH) First Name DAV (BEGINS WITH)

Name Search

Displaying records 1 - 117 of 117 at 5:00 PM on 1/28/2014

	Index	Date Filed	Kind of Inst		Name	Description		Page	Eilo	Ref	Images	Amount
1	LAN	02/23/1973	MORTGAGE	2	GROSSMAN, DAVID S TR	[ MTG ] 1000A RIDGEWOOD HEIGHTS	530	83				
				1	MOLTZAN, SUSAN L							
2	LAN	01/02/1974	POATTY	2	GROSSMAN, DAVID S	[ PO ATTY ] 0200P	547	145	:			
				1	BORKOWSKI, STANLEY							
3	LAN	10/02/1974	QC	2	GROSSMAN, DAVID S TR	[ QC ] 1210A STEVENS ST	560	145				
				1	HOVI, JOAN L HOVI, JORMA M							
4	LAN	10/02/1974	QC	1	GROSSMAN, DAVIS S TR	[ QC ] 1212P STEVENS ST	560	147			, and the second	
				2	HOVI, JOAN L HOVI, JORMA M							
5	LAN	05/18/1976	MORTGAGE	2	GROSSMAN, DAVID TR	[ MTG ] 1010A LAKE CREST DRIVE	580	1062				
	-			1	SACKETT, BARBARA M							
6	LAN	04/27/1977	QC	2	GROSSMAN, DAVID S TR KNIERIEM,	[ Q C ] 1100A ROSE HILL	593	214				
				1	GRETCHEN MARTIN, JAMES J	,						
7	LAN	05/25/1977	RELEASE	1	GROSSMAN, DAVID S TR	[ REL ] 0121P LAKECREST DRIVE	594	397				
	e Cara			2	SACKETT, BARBARA M							
8	LAN	09/06/1977	QC	2	GROSSMAN, DAVID S TR	[ Q C ] 0255P ROSE HILL AVE	599	682				
				1	KNIERIEM, GRETCHEN MARTIN, JAMES J							
9	LAN	10/17/1977	MECH LIEN	1	GROSSMAN, DAVID S TR	[ MECH LIEN ] 0435P ROSE HILL	601	537				
				2	DANBURY BUILDING & LUMBER SUPPLY CO							
10	LAN	10/28/1977	MECH LIEN	1	GROSSMAN, DAVID S	[ MECH LIEN ] 0320P ROSE HILL AVE	601	1063				
				2	ALDRIDGE, ROBERT							

	Index	Date Filed	Kind of Inst	Side	Name	Description	Book	Page	File Number	Ref	Images	Amount
104	LAN	03/01/2002	ASMT TAXLIENS		GRUSSMAN,	[ ASMT TAX LIENS ] 11:10 V149 P618 ETC	1420	670			11	
	:			1 1 1	81 DEER HILL AVENUE ABERDEEN DEVELOPMENT LLC ALVES, JOSE O ALVES, VIRGINIA F	V1431 010 E10						
					[+]	FDEL 14:45						
105	LAN	04/29/2002	RELEASE	1	GROSSMAN, DAVID S TR AMERICAN TAX FUNDING LLC	[ REL ] 1:45 V137 P841 ETC	1433	513			1	
106	LAN	05/07/2002	RELEASE	2	GROSSMAN, DAVID S TR AMERICAN TAX FUNDING LLC	[ REL ] 12:25 V137 P841 ETC	1436	258			1	
107	LAN	10/22/2002	RELEASE	2	GROSSMAN,	[ REL ] 9:55 V147 P726	1475	546			1	
108	LAN	06/16/2003	RELEASE	2	GROSSMAN, DAVID S TR AMERICAN TAX FUNDING LLC	[ REL ] 10:10 V149 P228 ETC	1551	613			1	
109	LAN	02/27/2006	TAX LIEN	1 2	GROSSMAN,	80 BRUSHY HILL RD	1832	931			1	
110	LAN	07/06/2011 Last Modified On 08/02/2011		2	GROSSMAN, DAVID DEUTSCHE BANK NATIONAL TRUST CO TR	3 STAPLES STREET	2141	931		2075 / 329	3	
111	LAN		MORTGAGE	1 2 2	GROSSMAN, DAVID MERS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC WEBSTER BANK NA	3 STAPLES STREET	2141	934			9	
112	LAN	05/15/2012	MOBILE HOME	2	GROSSMAN, DAVID	12 BLUEBERRY LANE LOT #10	2179	947			1	
				1	COMMERCE WEB WORKS LLC							
113	LAN	05/15/2012	MOBILE HOME	1	GROSSMAN, DAVID	12 BLUEBERRY LANE LOT #10	2179	948			1	
				2	CASTONGUAY, CRYSTAL ANN CASTONGUAY, LAWRENCE							

İ	Index	Date Filed	Kind of Inst	Side	Name	Description	Book	Page	File Number	Ref	Images Amount
114	LAN	05/15/2012	MORTGAGE	2	GROSSMAN, DAVID	12 BLUEBERRY LANE LOT #10	2179	949			2
				1	CASTONGUAY, CRYSTAL ANN						
				1	CASTONGUAY, LAWRENCE						
115	LAN	02/05/2013	MORTGAGE		GROSSMAN, DAVID	3 STAPLES ST	2217	16			17
				2	MERS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC NYCB MORTGAGE CO LLC						
116	LAN	03/25/2013	RELEASE	1	GROSSMAN, DAVID MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC		2222	1017		2141 / 934	1
117	LAN	03/25/2013	MORTGAGE	2	GROSSMAN, DAVID NEWTOWN SAVINGS BANK	3 STAPLES STREET	2223	107			7

Log in as named user

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AS OF 01/23/2014

# GENERAL DATA REAL ESTATE TOWN OF COLUMBIA

BILL NO:	2012-01-0001910	CURRENT OWNER:	RILEY DENNIS A	NIS A & MELONIE M			_	
UNIQUE ID: LINK#	00074500	C/O: ADDRESS:	136 STANAVAGE RD	VAGE RD				
FILE# BANK:	WF	ADDRESS2: CITY ST ZIP:	COLCHESTE	COLCHESTER CT 06415				
ESCROW: VOL/PAGE:	192-962	COUNTRY: PROP LOC.:	35 OLD WI	35 OLD WILLIMANTIC RD				
LIEN VOL/PAGE: DISTRICT:		M/B/L:	018 042	7				
PROP ASSESSED: EXEMPTIONS: COC CHANGE: NET VALUE: MILL RATE:	: 131,400 131,400 27.1300	ELD CODE: EXMPT CHANGE:	0		1			
*** (13.1.111	4							
NST1: INST2: INST3: INST4: ADJS: TOT TAX:	TOWN 1,782.44 1,782.44 0.00 0.00 0.00 3,564.88 1,782.44			ਜੰਜੇ ਲੰਜੇ	TOTALS 1,782.44 1,782.44 0.00 0.00 3,564.88			
*** PAYMENTS ***	**							
TYPE CYC	CYCLE DATE 1 07/26/2013	ADJ TERM/BATCH/SEQ 91/11/119	/SEQ INST /119	AMOUNT 1,782.44	INTEREST 0.00	LIENS 0.00	FEES 0.00	
	TOTAL PAYMENTS:			1,782.44	00.0	0.00	00.0	
TOTAL BALANCE	TOTAL BALANCE DUE AS OF 01/23/2014	Махон						
INT DUE: LIEN DUE: FEES DUE: TAX DUE NOW: TOT DUE NOW: BALANCE DUE:		1,782.44 1,782.44 1,782.44						
*** FLAGS *** Circuit Breaker Amount: Invalid Address Flag	er Amount: 0 ss Flag No	Benefit Year:	0					

TOTALS 1,782.44

1,782.44

Brooklawn Park Association EST. 1913 40 Park Drive Fairfield CT 06825

**Annual Assessment Invoice** 

Assessment for the year ending June 30, 2014; mill rate 01.150 LAID

October 4th, 2013.

**Property Address** 

49 Sachem Road

Valuation

\$392,700.00

DUE AND PAYABLE ON OR BEFORE

**DECEMBER 2, 2013.** 

\$451.61

Please send or drop payment to:

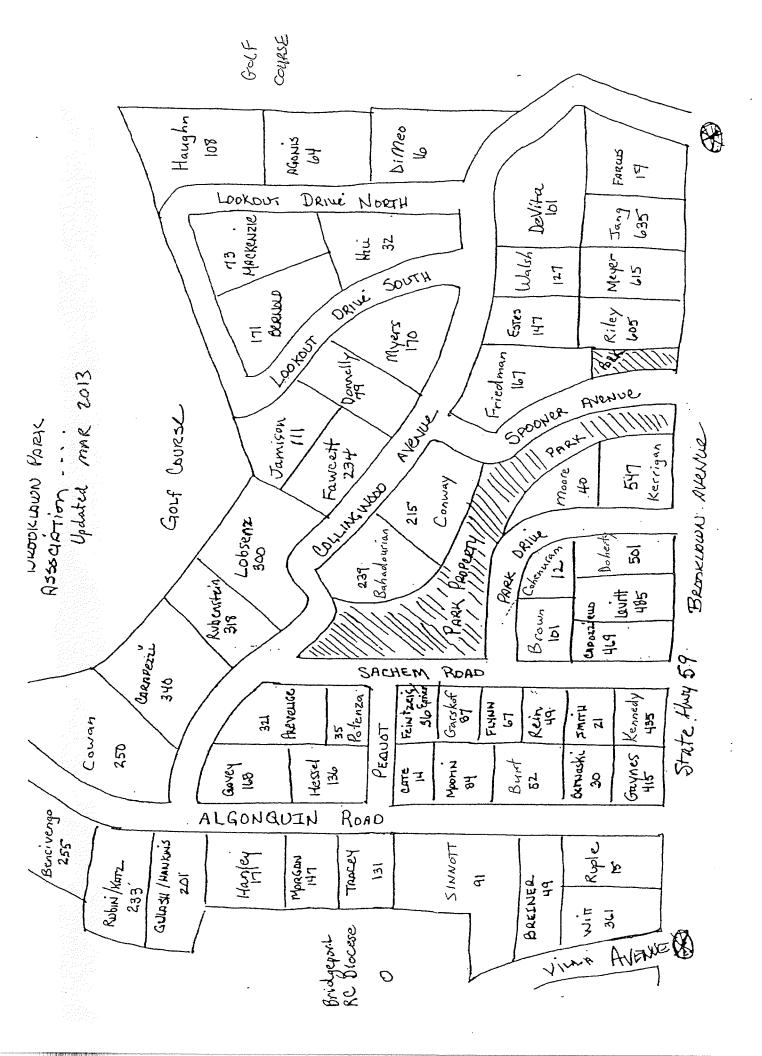
**Brooklawn Park Association** 

40 Park Drive Fairfield CT 06825

Keep this notice for your records. Your canceled check is your receipt.

Lien for non-payment shall be filed on December 2nd, 2013 for non payment.

Section 2 of Number 291 of the Connecticut Special Acts of 1935, amending the Act incorporating the Brooklawn Park Association, provides that each annual assessment, with interest thereon, shall be a lien upon the land upon which it was made from the first day of October preceding such assessment. Section 12-146 of Chapter 204 of Connecticut General Statutes specifies that the interest rate on taxes shall be eighteen percent (18%) per annum on the delinquent portion of the principal.



BROOKLAWN PARK ASSOCIATION
ACTUAL & PROPOSED OPERATING BUDGET
FISCAL YEAR ENDING JUNE 30, 2013 & PROPOSED FISCAL YEAR ENDING JUNE 30, 2014

15%

\$35,171,320 0.00115 \$40,447	\$40,447	\$21,000 \$6,500 \$7,000 \$3,107 \$2,870 \$1,250 \$1,500 \$1,500 \$9,000 \$52,827
Actual FY13 \$35,171,320 0.001 \$35,171 (\$1,948)	\$33,223 \$55	\$19,673 \$5,040 \$2,603 \$513 \$3,107 \$2,866 \$1,250 \$311 \$35,362
Proposed FY13 \$35,171,320 0.001 \$35,171	\$35,171	\$20,000 \$6,000 \$7,000 \$600 \$3,038 \$2,670 \$1,250 \$1,500 \$1,500 \$8,000 \$8,000 \$60,058
Uncollected		
Assessed Valuation Assessment Rate Expected Collection	INCOME Assessments Interest Income	EXPENSES  Refuse Collection Park Maintenance - Routine Park Maintenance - Non Routine Security Lighting Property Taxes Liability Insurance Clerk-Treasurer Miscellaneous Medians Operating Expenses FISCAL YEAR OPERATING SURPLUS/(DEFICIT)

ASSETS			
Cash 07/01/2012	\$50,512 Cash 7/01/2012	\$50,512 7/1/13 Actual Cash	\$46,434
Expenses	(\$50,058)	(\$35,362)	(\$52,827)
Aujustinent Income	\$35,171	\$33,223	\$40,447
Lien Receivable		\$3,356	\$3,356
7/1/13 Estimated Cash	\$35,625 7/1/13 Actual Cash	\$46,434 7/1/14 Estimated Cash	\$37,410



October 2, 2013

#### **NOTICE**

Dear Brooklawn Park Neighbor:

As previously reported, the annual meeting of the Brooklawn Park Association will be held in the upstairs room of the Brooklawn Country Club on **Thursday, October 3, 2013 at 8:00 p.m**. We urge new and long-time residents alike to attend and participate in our neighborhood organization.

This mailing includes the formal notice of the meeting and the agenda for the meeting. PLEASE PROMPTLY RETURN YOUR SIGNED PROXY (via mail or hand delivery) or EMAIL THE CHAIRMAN GIVING YOUR PERMISSION TO CONDUCT THE MEETING if you do not plan to attend the meeting. We must have a quorum to conduct Association business or we will be forced to reschedule the meeting. If you are not sure whether you will attend the meeting, then please return your signed proxy or email the chairman; if you end up attending the meeting, then your personal vote will replace your proxy.

Please also provide your e-mail address and update any other contact information so that we may update the directory (please email <a href="mailto:dbrown@brodywilk.com">dbrown@brodywilk.com</a> or <a href="mailto:dbrown@gmail.com">tbmoore@gmail.com</a>). Please examine carefully the rest of the material accompanying this letter, including the agenda, the minutes of last year's meeting, and the treasurer's reports.

We are required to have three members serve on our Board of Managers. We encourage anyone interested in serving on the Board to let a current Board member know. We also welcome nominations from the floor.

We look forward to seeing you this Thursday, October 3rd.

BOARD OF MANAGERS
Douglas Brown, Chair
Mickey Walsh
Thomas Moore, Clerk/Treasurer

#### AGENDA (October 3, 2013 Meeting)

The purpose of the meeting is election of a Board of Managers, setting the assessment for corporate expenses during the ensuing fiscal year, and for conducting any and all business properly brought before said meeting in accordance with the corporate governing documents.

- Quorum Call & Introductions
- Approval of Minutes of Annual Meeting Held March 21, 2013
- Treasurer's Report for Fiscal Year Ended June 30, 2013
- Proposed Budget for Fiscal Year Ending June 30, 2014
- Approval of Mill Rate Assessment for Fiscal Year Ending June 30, 2014

#### **New Business**

- Beautification of Brooklawn Avenue islands
- Possible 100<sup>th</sup> Association Anniversary Party
- Follow-Up from March 21, 2013 Meeting
- Clerk Position
- New Items from Membership
- Election of Board of Managers
- Adjournment

THIS PROXY IS TO BE SIGNED ONLY IF YOU DO NOT PLAN ON ATTENDING THE ANNUAL MEETING. IF YOU DO NOT PLAN ON ATTENDING THE ANNUAL MEETING, IT IS IMPERATIVE THAT YOU SIGN THIS PROXY AND MAIL OR HAND-DELIVER IT TO US BEFORE THE MEETING DATE (IN THE ALTERNATIVE, YOU MAY EMAIL DOUGLAS BROWN AT <a href="mailto:dream">DBROWN@BRODYWILK.COM</a> GIVING HIM OR ANYBODY ELSE YOUR PROXY). IF WE DO NOT HAVE A QUORUM AT THE MEETING, WE WILL HAVE TO RESCHEDULE ANOTHER MEETING.

October 3rd, 2013

Property Owner Signature

October 3rd, 2013		
Brooklawn Park Association PROXY		
at the Annual Meeting of the Members o October 3 <sup>rd</sup> , 2013, or at any continuance	hereby constitute and appointitution, for and in the name of the undersigned to vor the Brooklawn Park Association, to be held on of said meeting, until the final adjournment of said gned would possess if personally present.	
Dated at Fairfield, Connecticut on this	day of October, 2013.	
Property Owner Signature		

Note: A Quorum at any meeting shall consist of qualified voters and proxies entitled to vote upon land constituting at least fifty-one percent in value of the aggregate value of all the land in said Brooklawn Park as shown by said assessors' lists last before completed....

#### [Senate Bill No. 84.]

#### [382.]

### AN ACT INCORPORATING THE BROOKLAWN PARK ASSOCIATION, INCORPORATED.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. All owners of a freehold interest in land within the limits hereinafter specified, in the locality known as Brooklawn Park, in the town of Fairfield, are, while they are owners of such land, hereby constituted a body politic and corporate by the name of The Brooklawn Park Association, Incorporated, and they and their successors shall be a corporation in law with all the powers set forth in section three of chapter 194 of the public acts of 1903, and with power to borrow money for the purposes of the corporation and execute evidences thereof, either negotiable or otherwise, but no such loan or evidence thereof shall mature later than one year from the date of such loan nor shall such loans exceed one thousand dollars in the aggregate at any time, except by vote of said association.

SEC. 2. The limits and territory of said The Brooklawn Park Association, Incorporated, are hereby defined as follows: Beginning at the northwest corner of Brooklawn avenue and Villa avenue and running thence in a northerly direction sixteen hundred feet, more or less, along the westerly line of said Brooklawn avenue, as shown on a map entitled "Brooklawn Park, the Estate of Clapp Spooner", made by Scofield and Ford, surveyors, and on file in volume 2, map 82, of maps in the town clerk's office in Fairfield, to the center line of a private roadway fifty feet wide established by the trustees of the estate of Clapp Spooner and The Brooklawn Company, under an instrument dated April 23, 1910, recorded in Fairfield land records, volume 80, page 642; thence along the center line of said private roadway north 82° 10' west two hundred and seventy-five feet to the extension northerly of the westerly line of Collingwood avenue, which is a private road shown on said map; thence southerly along said extension of the westerly line and along the westerly line of Collingwood avenue, in all forty-eight feet, more or less, to the southerly line of lands of The Brooklawn Company; thence along the lands of said The Brooklawn Company south 78° 45' west eight hundred and twenty-two feet, more or less, to the northwest corner of lands herein described; thence along lands of The Brooklawn Company the following courses: South 30° 30' east seven hundred and sixty-eight and four-tenths feet; south 20° 56' west one hundred and fifty-seven and seven-tenths feet; south 29° 54' west three hundred and thirty-two and one-tenth feet; south 61° 41' west two hundred and fourteen and seven-tenths feet, to a corner of lands of Jonathan Godfrey; the beginning and end of each of these four courses being marked by permanent monuments; thence south 15° 20' west about seventy feet to the southerly line of

#### House Bill No. 6207

#### SPECIAL ACT NO. 77-60

AN ACT CONCERDING THE BROOKLAHN PARK ASSOCIATION, INC.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 12 of number 382 of the special acts of 1913, as amended by number 291 of the special acts of 1935 is amended to read as follows:

acts of 1935, is amended to read as follows:

The first meeting of said association shall
be held at such time and place and upon such
notice as any three members of said association shall appoint and determine. The annual meeting shall be held on the second Priday in [March] JULY in each year at such place as the board of warm by giving the notice managers shall hereinafter described. The fiscal year of said assoication shall begin on [March] JULY first in each year. Special meetings of said association may he called at any time by said board by giving the notice hereinafter described. At least seven days before any regular or special meeting said board shall cause to be posted two notices in conspicuous places within said limits stating when and where such meeting is to be held and what business it is proposed to transact at such meeting, and a copy of such notice shall be mailed to each person whose name appears as entitled to vote at such meeting on the record to be kept by said board as provided in section fourteen at the address therein given.

Certified as correct by

		Legisletice Commissioner.
		Clerk of the Senate.
The second secon		Clerk of the House.
Approved	June	- /0 , 1977
-		Governor.

Title No.		

#### TITLE REPORT

TITLE VESTED IN				
PROPERTY ADDRESS				
SCHEDULE A DESCRIPTION	ON			
	Y DATE AT PAGE		RECORDED	IN
(1) TAXES AND ASSESSM	IENTS:			
(A) REAL ESTATE TAX	KES ON THE LIST OF O	CT. 1, 20, DUE		
GROSS ASSESSI	MENT: \$	LIST NO		
EXEMPTION: \$				
NET ASSESSME	NT: \$			
TOTAL TAX \$_	MAP:	BLOCK:	LOT:	
PAID: ¼ ½ ¾	FULL	DELINQUENT: _		
(B) Real Estate Taxes on	the List of October 1, 20_	, not yet due and	payable.	
(C) ADDITIONAL TAX	ES OR ASSESSMENT: _	YES	NO	
(D) REAL ESTATE TAX	CLIENS:			
(2) MORTGAGES AND LI	FNS		W	
original principal amou	current owner(s) to; int of \$; as assig	, dated	and recorded_	
	urrent owner(s) to nt of \$			
	t Page; as assig			
***************************************	and the second s	***************************************		
			1914/WILM1914/AUGUSTAN A.P. 9	
			······································	
·(D)				
(3) EASEMENTS, RESTR	•			
(A)				
(C)				
ROOT DEED DATED FITLE DEED DATED	RECORDED RECORDED	VOL.	PAGE PAGE	
	COMMENCEM	IENT DATE:		
ENTRIES IN THE DAYBO	COMMENCEM			
ENTRIES IN THE DAYBO	OOK BEGIN ON			vI.

### LEGAL TITLE SERVICES, LLC

Serving Connecticut 100 Tunxis Hill Road Fairfield, CT 06825 Telephone: 203-333-1511

Facsimile: 203-366-6900

PROPERTY ADDRESS:	
DATE:	
CE	RTIFICATE OF TITLE
the City/Town in which the land a	that after an examination of the land records, as indexed, of and appurtenances described in Schedule A are located, the title in FEE SIMPLE is vested in subject only to ule B hereof.
This Certificate of Title is issued t	to and is not assignable.
Certified to the day of	, 2014 at 8:00 a.m.
	LEGAL TITLE SERVICES, LLC
	By: duly authorized

Legal Title No.

# SCHEDULE A DESCRIPTION

#### **SCHEDULE B**

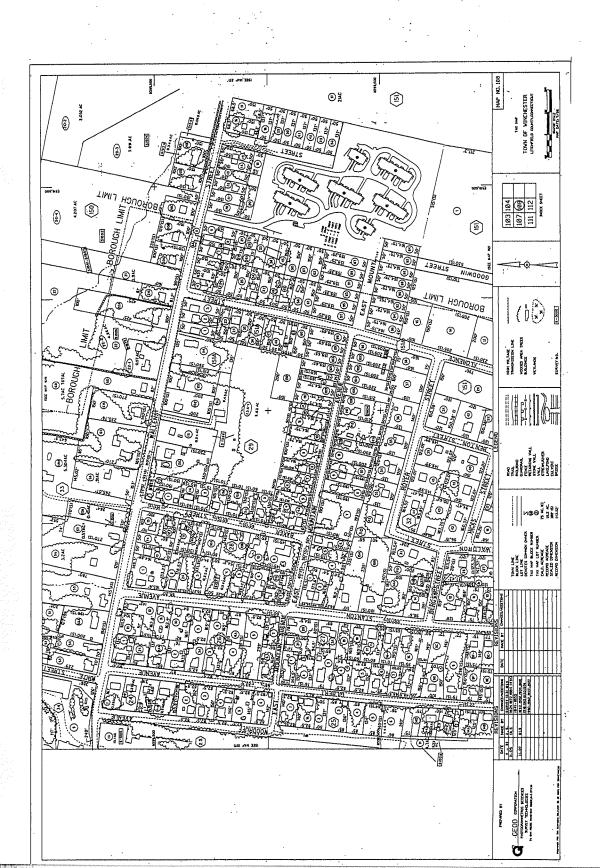
- 1. Any and all provisions of any municipal regulation or ordinance, and any Federal, State, or Local public or private laws, with special reference to the provisions of any zoning rules and regulations governing the subject premises.
- 2. Such facts as an accurate survey and/or physical inspection of said premises might reveal.
- 3. Any assessments or pending assessments for which a lien or liens have not as yet been filed or recorded in the Town Clerk's Office.
- 4. Rights of present tenants, lessees or parties in possession not shown by the public records.
- 5. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Easements or other rights arising by adverse use or prescription, or otherwise, and not appearing in the chain of title for the Statutory period or marketable record title covered by this Certificate of Title, including, but not necessarily limited to, pole lines, wires, pipes, culverts, riparian rights, underground encroachments and any right the public may have in highways upon the land.
- 7. No liability is assumed for compliance with the requirements of any consumer protection, environmental protection, truth-in-lending, settlement procedures act, or similar law.
- NOTE: ALL INFORMATION REGARDING TAXES AND SPECIAL ASSESSMENTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, SINCE DIRECT ACCESS TO THE TAX COLLECTOR'S RECORDS IS UNAVAILABLE AND RELIANCE MUST BE MADE UPON INFORMATION PROVIDED BY OTHERS. IT IS RECOMMENDED THAT THE AMOUNT AND STATUS OF PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS BE RECONFIRMED WITH THE TAX COLLECTOR'S OFFICE AND/OR RECEIPTED COPIES OF TAX BILLS BE PROVIDED.
- 8. Real Estate Taxes on the List of October 1, 2012 due and payable July 1, 2013 and January 1, 2014 in the total amount of \$ . . Assessment: \$ List No: Map: Block: Lot: .

# SCHEDULE B (CONTINUED)

9. Real Estate Taxes on the Grand List of October 1, 2013, not yet due and payable.

### **END OF EXCEPTIONS**

State Use: 1010  Print Date: 01/27/2014 12:51    Value	Assessed Value 86,170 42,350 140 128,660 for or Assessor	103,000 1,100 200 38,800 0 143,100 C	Purpose/Result Purpose/Result Mailer Returned change 1 Field Review Measur+1Visit Measur+Listed	tee Land Value 38,500 3,300 ue: 38,800
State Use: 1010 rint Date: 01/27 rint Date: 01/27 72,870 72,870 WIN 140 VII			HISTORY  Cd. Purpose/K 12 Mailer Returne 43 Field Review 01 Measur+Listed Measur+Listed	Adj. Unit Price
State U  Print Da  Assessed Value  72,870  27,160  140  100,170	PREVIOUS ASSESSMENTS (HISTORY)   Palue   Yr.   Code   Assessed Value   Yr.   Code   Assessed Value   Tr.   Sode   Assessed Value   Tr.   Sode   Assessed Value   Tr.   Sode   Assessed Value   Tr.   Sode   Assessed Value   Sc.   Tr.   Sode   Assessed Value   Assesser   Tr.   Tr.	dg) dg) ce	### ### ##############################	Special Pricing
1 Card 1 of 1  CURRENT ASSESSMENT  Code Appraised Value 100 104,100 100 38,800 100 70tal 143,100	7. Code Asse 111 100 111 100 111 100 111 100 111 we acknowledg	Appraised Bldg. Value (Card) Appraised XF (B) Value (Bldg) Appraised OB (L) Value (Bldg) Appraised Land Value (Bldg) Special Land Value Total Appraised Parcel Value Valuation Method: Adjustment: Net Total Appraised Parcel Value		Spe
1 Card  CURRENTA  Code  100  100  100	pass	Appraised Bldg. Va Appraised XF (B) V Appraised OB (L) V Appraised Land Value Special Land Value Total Appraised Par Valuation Method: Adjustment: Net Total Appraise	Dale 4/27/2012 10/29/2002 4/16/2002 4/16/2002	Notes- Adj
Bldg Name: Sec #: 1 of Description 9 RESIDNTL RESIDNTL RESIDNTL	Code 100 100 100 Code Code Code Code Code Code Code Code	ВАТСН	Comments  SCTION	1dx Adj. 0.00 0.00
20E// 20CATION COCATION R R			IS N	Factor 1.00 1.00
0/ 020E/ / Bldg #: LOC	74 VA SALE PRICE V.C. U I 31 U 157,500 U 1684 SSESSMENTS Number Ab	RACING	% Comp. Do	actor S.A. 1.31 \$ 1.00 0 and Area: 0.77 AC
MAP ID: 108/ 150/ STRT/ROAD I Paved ENTAL DATA Call Back ASSOC PID#	SALE DATE qua 10/07/2010 U 05/02/1994 U 08/01/1989 U e Description			Price Factor 42,500.00 1.31 4,000.00 1.00 1.00 Parcel Total Land A
TIES lic	/ 910	ASSESSING NEIGHBORHOOD STREET INDEX NAME NOTES	BUILDING PERMIT RECORD Amount Insp. Date	Units 0.69 AC 0.08 AC
Account #(		otal:	BUILI Description	U-2 00 C-2 00 C-2 October Depth C-2 October C-2 Octobe
LLENS ST    Level     Level	ARLA G EXEMPTIONS vion	NBHD NAME	Type Desc	Zone D F RU-2 00 RU-2 00 TU-2 00 TU-2 00 TU-2 00 TU-2 00 TU-2 00 TU-2 TU-2 TU-2 TU-2 TU-2 TU-2 TU-2 TU-2
y Location: 199 WAI ID: 3516 CURRENT OWNER KARLA G RRE DR ED, CT 06098 all Owners:	RECORD OF OWNERSHIP  IRLA G  MES A & KARLA G  Type Description	- In the second	Issue Date	Ose Description Single Family Single Family
Property Location: 199 WALLENS ST Vision ID: 3516  CURRENT OWNER  QUINN KARLA G  118 SHORE DR  WINSTED, CT 06098  Additional Owners: Di	QUINN KARLA G QUINN JAMES A & KARLA C QUINN JAMES A EXERIA C Year Type Description	NBHD/ SUB 0001/A	[6] [4] [4]	# Code 1 1010 Single 1 1010 Single



Dol.alb

Poge 723

We, THOMAS E. BRENNER and NANCY C. BRENNER, of the Town of Winchester, County of Litchfield and State of Connecticut, for consideration paid, grant to JAMES A. QUINN and KARLA G. QUINN, as joint tenants.

of said Town of Winchester,

with WARRANTY COVENANTS

(Description and encumbrances, if any and any additional provisions)
All that certain piece or parcel of land, with the improvements thereto, located on the northerly side of and known as No. 199 Wallens Street, in the Town of Winchester, County of Litchfield and State of Connecticut and bounded:

NORTHERLY on land now or formerly of Carmine J. and Antosia Centrella, 100 feet;

EASTERLY on land now or formerly of said Centrella, 150 feet;
SOUTHERLY on the northerly line of Wallens Street, 100 feet; and
WESTERLY on land now or formerly of Curtis J. and Kathleen P. Cull,
150 feet.

Being the same premises described in a Warranty Deed from Dale L. and Alice T. Smith to Thomas E. and Nancy C. Brenner dated November 30, 1986 and recorded in the Winchester Land Records in Volume 193 at Page 881.

Said premises are conveyed subject to the second installment of real estate taxes due the Town of Winchester on the List of October 1, 1988, which the Grantees herein assume and agree to pay.

Total of 125 Conveyance Jax receive 787

Thomas E. Brenner

	Vilnoncos	Luis Town Clerk	of Winchester	
Signed this	2nd	day of	August	1989

Mary Ann Huska
Nancy C. Brenner

State of Connecticut,
County of Litchfield

Ss: Winchester August 2, 1989

Personally Appeared

Thomas E. Brenner and Nancy C. Brenner

free act and deed	and acknowledged and bonne to be
before me,	
Latest mailing address of Grantee:	Richard R. Lavieri
No. and Street 646 E. Wakefield Blvd.	Notary Public
	Title of Officer
City Winsted	My commission expires: 3-31-90 RECEIVED — 8/2/87
State Zip06098	AT 2:48 P. MAND HECCHIDED BY ME
	0().

1/0

QUIT CLAIM DEED - STATUTORY FORM

E I CENTREIIA

P. 365

JANICE L. CENTRELLA

of Wallens Hill Road, Winsted, CT 06098

for consideration paid, grant s to JAMES A. QUINN and KARLA G. QUINN

of 199 Wallens Hill Road, Winsted, CT 06098

with QUIT-CLAIM COVENANTS

(Description and encumbrances, if any and any additional provisions)

Commencing at an iron pin on the northerly side of Wallens Street, which said pin is situated S 55° 54′ 30" E 100 feet from an iron pin which marks the southeasterly corner of land now or formerly of Kathleen D. Cull; thence running S 55° 54′ 30" E 20 feet to an iron pin; thence turning and running N 33° 53′ 10" E 150 feet to an iron pin; thence turning and running N 55° 54′ 30" W 20 feet to an iron pin; thence turning and running S 33° 53′ 10" W 150 feet to an iron pin which marks the point and place of beginning.

For reference see survey map entitled "Map Showing Land to be Conveyed to James A. and Karla G. Quinn, Wallens Street, Winchester, Connecticut, Scale 1" = 20', March 1994, Prepared by Neriani Surveying - Avon, Connecticut" Arthur N. Neriani, Land Surveyor No. 10250, which map is to be filed at the Winchester Land Records.

MEANING AND INTENDING HEREBY TO RESOLVE A BOUNDARY LINE DISPUTE. THE PREMISES DESCRIBED SHALL MERGE WITH OTHER LAND OF THE GRANTEES.

No Companion Tombolic acid

27th day of 19 94 Signed this April Witnessed by: State of Connecticut, ss: Torrington County of Litchfield Personally Appeared Janice L. Centrella Signer and Sealer of the foregoing Instrument; and acknowledged the same to be her free act and deed free act and deed before me. Latest mailing address of Granter: Charles R. Ebersol, Jr. (// Commissioner of the Superior Court No. and Street 199 Wallens Hill Rd. Title of Officer City\_\_\_\_ Winsted

State CT Zip 06098

воок: 39/ Page: 910 1 от 1

RETURN TO:

Doc ID: 000271890001 Type: LAN Book 397 Page 910

CERTIFICATE RELEASING CONNECTICUT ESTATE TAX LIEN (Non-Solely-Owned Property) PC-256A NEW 10/08	COURT   For estates of decedents  NOTE: File a separate	CONNECTICUT OF PROBATE dying on or after January 1, 2005] e certificate with the town clerk e real property is situated.]	·
COURT OF PROBATE, DISTRICT OF	Winchester	DISTRICT NO. 162	
ESTATE OF  James A. Quinn AKA James And	rew Quinn		DATE OF DEATH July 9, 2010
PROPERTY ADDRESS 199 Wallens Street, Winsted, CT	06098		
MORE PARTICULARLY DESCRIBED A VOLUME/PAGE 216/723 OF Th [Attach Schedule A with description of pro	IE Winchester LAND REG	CORDS	
GRANTOR Thomas E. Brenner Nancy C. Brenner	GRANTEE James A. Quinn Karla G. Quinn		

#### Probate Court Use Only

This is to certify that, by the files and records of this court, the gross taxable estate of said decedent included the decedent's interest in all or a portion of the real property described in the deed or deeds recorded in the volume and page of the land records of the town above written and that, in accordance with C.G.S. §12-398(e), no Connecticut estate tax will be due with respect to said interest.

This will further certify that any lien for estate tax of the State of Connecticut with respect to the decedent's interest in the real property described above is released by the Judge of Probate from the operation of such lien.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of this Court on this 5th day of October, 2010.

Court Seal

FOR TOWN CLERK'S USE ONLY

FOR COURT USE ONLY

ORIGINAL TO Karla Quinn

DATE October 5, 2010

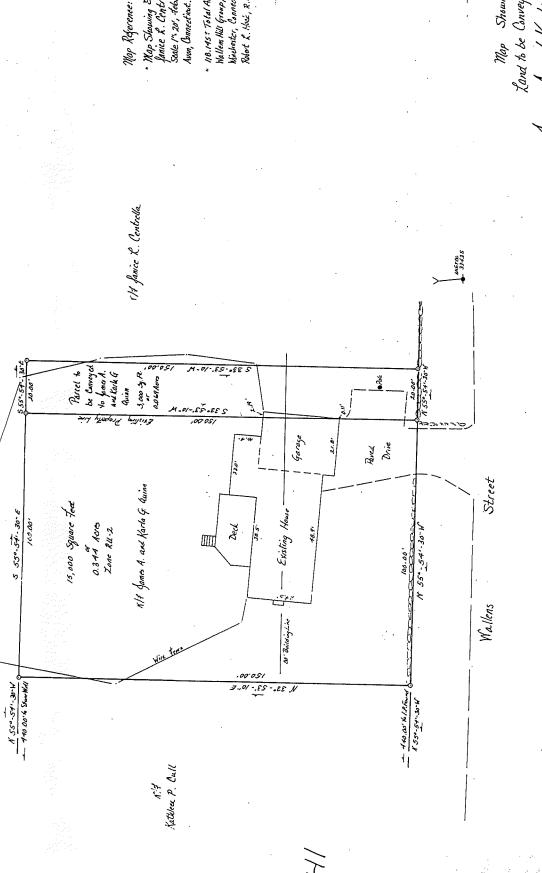
Received for Record at Town of Winchester, Ct On 10/07/2010 At 5:14:26 pm

Alan M. Barber , Judge

TOWN CLEAK

CERTIFICATE RELEASING CONNECTICUT ESTATE TAX LIEN PC-256A

Book: 397 Page: 910 Page 1 of 1



Map Stowing Encractment on Land Dowal by Janie R. Centrella, Hallens Street, Windseler, Connetiu. Stale I". 20', Lebruay 1994" Prepiral by Noriani Surveying, Avon, Connecticut.

" 118.195 Total Aurs, Steet by 2. Map Prepared fur Walten Hill Group, Seo Reichnam, Thustee, Walten Street, Winbester, Connectivit, Seak 1"100', fune 1987" Robert R. Hock, R.L.S. - 8499.

5-10-04 Cymr 202 MILLIAN

James A. and Kada G. Quinn Land to be Conveyed to Map Showing

1241

Wallens Street

Seale 1"= 20' Minchester

Prepared By

March 1994 Connecticut

Avon, Connecticut Neriani Surroying

Queded By Job A

# LEGAL TITLE SERVICES, LLC 100 TUNXIS HILL ROAD • FAIRFIELD, CT • 06825 PHONE: 203-333-1511 • FAX: 203-366-6900 ORDERSEARCHES@LEGALTITLECT.COM

### PROBATE COURT REPORT

To:		
RE:	Address:	
on P	view of the record robate Court Re mation:	ords of the Probate Court for the Town of has disclosed the following
		DECEASED PERSONS
1.		died on
2.		for probate of will or administration of estate was granted on and was appointed as x) or Administrator(trix).
3.	Inventory <u>wa</u> not on Inven	as or was not filed on the date of review. Subject property was or was tory.
4.		g individuals were named as ()heirs at law and/or iaries under the will:
5.	Article	of will specifically devises the subject property to:
6.	a. b. c.	Succession Taxes were paid on  Succession Taxes were NOT paid as of date records reviewed.  No Succession Taxes due on this estate.
7.	a b. c.	Connecticut Estate Taxes were paid on  Connecticut Estate Taxes were NOT paid as of date records reviewed.  No Connecticut Estate Taxes due on this estate.
8.	a b.	U.S. Estate Taxes paid on U.S. Estate Taxes were NOT paid as of date records reviewed. No U.S. Estate Taxes due on this estate

### LEGAL TITLE SERVICES, LLC 100 TUNXIS HILL ROAD • FAIRFIELD, CT • 06825 PHONE: 203-333-1511 • FAX: 203-366-6900 ORDERSEARCHES@LEGALTITLECT.COM

### PROBATE COURT REPORT

TEST	ATE ESTATES
9.	a. Will contains power of sale in Article A copy of that portion of the will is attached to this report.  b. Will does NOT contain power of sale.
INTE	STATE ESTATES: Application to sell subject property granted on No appeal was filed as of the date that Probate Court records were reviewed.
	INCAPABLE PERSONS
on Pro	iew of the records of the Probate Court for the Town of
1.	was declared incompetent on
2.	was appointed Conservator(trix) on
3.	Application to sell subject property granted on No appeal filed as of the date that the Probate Court records were reviewed.

### FORECLOSURE REVIEW CHECKLIST

Court: Judicial Distr	ict of	at	
Docket Number:			
Original plaintiff: _ Substituted plaintiff	F:		
Defendants: Name	Nature of Interest		· .
		•	
		in+iff <sup>1</sup> c·	
	ha briar in right to his	ITILITI S.	
Interests alleged to	be prior in right to pla		
		court: How served?	Appearanc
Defendants added	after case returned to	court:	Appearanc
Defendants added Name	after case returned to Nature of interest	court: How served?	Appearanc —
Defendants added	after case returned to Nature of interest	court:  How served?  Judge:	Appearanc —
Defendants added Name  Date of judgment:	after case returned to Nature of interest	court:  How served?  Judge:	Appearanc
Defendants added Name  Date of judgment: Debt:  Appraised value:	after case returned to Nature of interest	court:  How served?  Judge:  Attorneys	Appearanc
Defendants added Name  Date of judgment: Debt:  Appraised value: Judgment of strict Law days as	after case returned to Nature of interest	court:  How served?  Judge:  Attorneys  Appraiser:	Appearanc
Defendants added Name  Date of judgment: Debt:  Appraised value:  Judgment of strict Law days as	after case returned to  Nature of interest  foreclosure: ssigned: ner:	Judge:Attorneys  (date)	Appearanc
Defendants added Name  Date of judgment: Debt:  Appraised value: Law days as Own Defe	after case returned to Nature of interest	court: How served?  Judge: Attorneys  Appraiser:  (date) _: (date)	Appearanc

11.	Judgment of foreclosure by sale:
11.	Committee:
	Sale date: Return of appraisal by:
	Deposit required:
	Return of appraisal filed: Appraised value:
	committee report filed on:
•	gitte afful hidder
	Amount of bid:
	,
	Sale was
•	
	Not approved on by Judge approved on by Judge Committee fee allowed: \$ Expenses: \$
	Expenses: \$
	Committee lee anowest +
	· · · · · · · · · · · · · · · · · · ·
12.	Any indication of a redemption?
	No.  Yes. Satisfaction of judgment filed  who redeemed on
	Yes. Satisfaction of Judgment med who redeemed on  Redeeming party was who redeemed on
13.	If there were non-appearing defendants, is there a certification by plaintiff's counsel of notice have been sent to them in accordance with P.B. § 17-22?  NoYes
14.	If there were non-appearing defendants who are natural persons, was there a finding that they were not in military service as required by the Servicemembers Civil Relief Act? NoYes
1	. Any indication of a bankruptcy?
15.	
<del>-</del>	No No Claim for exemption filed by:
:	Yes. Claim for exemption field 27  Date of bankruptcy petition:
	Bankruptcy court district:
	Case number:
	Case Hamber.
-	indamont?
16	5. Any motion(s) to open judgment?
	No.
-	Yes. Filed by on by Judge  Ruling? Denied on by Judge
	Ruling? Denied on by Judge  Granted on by Judge
	Granted on by Judge
	Law day extended to
•	Sale date extended to
•	

17.	Any indication of an appeal?	· :
•	No.	
	Yes. Appeal filed by on	
	appealing from which ruling?	
		•
18.	Special concerns:	•
	Condominium association lien foreclosure:	
-	Total claim of association: \$	
	Amount found to be prior to mortgage: \$	
	Mechanic's lien foreclosure:	
•	Any allegation (in complaint) of indication (in sheriff's re	eturn) or
	recording and service of lis pendens?	
	No.	
	Yes. Lis pendens alleged to have been recorded on	
	and served on defendant on	

THE TAXABLE SHARLES SH

# AFFIDAVIT CONCERNING VALIDATION OF MORTGAGE RELEASE (Pursuant to P.A. 04-67; Conn. Gen. Stat. Sec. 49-9a)

Subject Property: 355 Misty Wood Road Fairfield, Connecticut (the "Premises")

1.	The undersigned Astoria Federal Savings and Loan Association (the "Affiant"), having been duly sworn, and believing in the obligations of an oath, hereby states the following:					
2.	The Affiant has been the record owner of the Premises for at least two (2) years prior to the date of this Affidavit.					
3.	The Premises is subject to a mortgage of record from					
	which Release was recorded more than five (5) years prior to the date of this Affidavit.					
4.	No Assignment of Mortgage was found of record from					
	-					
5.	Since the date of the Recording of the Release of Mortgage, the Affiant received no demand for payment of all or any portion of the debt secured by said mortgage and has received no notice or communication that would indicate that all or any portion of the mortgage debt remains due or owing.					
5.	To the best of the Affiant's knowledge and belief, the mortgage has been paid in full.					
		By: Its				
		Duly authorized				
	Subscribed and sworn to before me, this	day of December, 2012.				
		Notary Public Commissioner of the Superior Court				

#### BK: 8481 PG: 189 INST: 00021827

Title 834-10 495 Stratford Avenue

## AFFIDAVIT REGARDING AN UNDISCHARGED MORTGAGE PURSUANT TO SECT. 49-13a, CONNECTICUT GENERAL STATUTES

The Undersigned, being duly sworn, deposes and says as follows:

- 1. I am over the age of eighteen years and have personal knowledge of the facts stated herein.
- 2. This affidavit concerns an undischarged mortgage recorded from Charles Potkay to Samuel Levin dated April 23, 1956 and recorded in Book 1113 at Page 120 of the Bridgeport Land Records ("Mortgage") against land located at 495 Stratford Avenue, City of Bridgeport, Fairfield County, State of Connecticut and more particularly described in **Schedule A** attached hereto ("Land").
- 3. The owner of the Land at the time of this recording is the City of Bridgeport ("Owner"), which acquired title by virtue of a Certificate of Taking recorded on October 6, 1999 in Book 4219 at Page 162 of the Bridgeport Land Records.
- 4. The above-described Mortgage remains undischarged. The Mortgage states that the amount secured thereby is payable starting July 1, 1956 and must be paid within ten (10) years, or no later than July 1, 1966.
- 5. Pursuant to the provisions of Sect. 49-13a of the Connecticut General Statutes, this undischarged Mortgage exceeds forty (40) years after it was recorded in 1956, the mortgagor or those owning the mortgagor's interest have not filed any affidavit or other notice on the land records claiming the

continuing validity of the Mortgage, and, therefore, such Mortgage is invalid

CAROLYM HARRIS CAROLYM HARRIS CAROLYM HARRIS RONALD PARACHO	Name: Edward P. Lavernoich Title: Deputy Director, Office of Planning And Economic Development, City of Bridgeport, CT Address: City of Bridgeport 999 Broad Street, 2 <sup>nd</sup> Floor Bridgeport, CT 06604
STATE OF CONNECTICUT )	& Bridgerat
COUNTY OF FAIRFIELD )	ss. At: O by grown

as a further lien against the Land.

On September 22,2011, before me personally appeared Edward P. Lavernoich, to me known, who, being by me duly sworn, did depose and say that s/he is the duly authorized Deputy Director of the Office of Planning and Economic Development of the City of Bridgeport, and that he executed this instrument as her/his free act and deed in such capacity.

Commissioner of the Superior Court

Notary Public\_

My Commission expires:

#### STANDARD 18.7

# 1-4 FAMILY RESIDENTIAL PROPERTY ONLY

# EFFECT OF UNRELEASED MORTGAGES ON MARKETABILITY OF TITLE

A mortgage which is unreleased of record does not affect the marketability of title of the land described in that mortgage (the "Property") under the circumstances described in (A), (B) or (C) below:

MTC 15 5 YRS OLD The mortgage was recorded at least five years prior to the date on which marketability of title is determined, and an affidavit meeting the requirements of § 47-12a (the "Affidavit") is recorded in the land records of the town or towns in which the Property is located, in which Affidavit the affiant has made the following statements under oath:

1. The Property is subject to an unreleased mortgage of record, which mortgage is identified by the name or names of the mortgagor(s) and the original mortgagee(s), the dates of execution and recording of the mortgage and the volume and page of the land records where a record of the mortgage appears (the "Mortgage"); and

CAN'T FIND MORTGAGEE The affiant has made diligent efforts to determine the present existence or whereabouts of the mortgages without success, stating with particularity, the nature and extent of those efforts; and

AFFIDAUT BY MORTLAGOR  The affiant is the mortgagor or is one of the mortgagors named in the Mortgage; and

PROOF OF

4. The debt secured by the Mortgage has been paid in full as ewidenced by one or more of the following:

a. A mortgage payoff statement provided by the mortgagee, together with evidence that the mortgagee received the amount set forth in the payoff statement. Copies of the payoff statement and of the documents evidencing receipt of payment by the mortgagee, certified by the affiant to be true and correct copies of

originals, shall be appended to and made a part of the Affidavit; or,

- b. An acknowledgment in writing by the mortgagee that the mortgage debt has been fully paid and satisfied. A copy of such written acknowledgment certified by the affiant to be a true copy of the original, shall be appended to and made a part of the Affidavit; or,
- c. The original promissory note secured by the Mortgage, which note has been marked by the mortgagee "paid in full" or "cancelled" or contains similar language evidencing payment in full or cancellation of the note. A copy of such original cancelled promissory note certified by the affiant to be a true and correct copy of the original which is in the possession of the affiant shall be appended to and made a part of the Affidavit; and
- 5. Subsequent to the date of full payment of the debt described in the Mortgage, no claim or demand for payment of the Mortgage debt has been made by the mortgagee against the affiant or, to the best of the affiant's knowledge and belief, against any other person.
- MTG IS
  10 YEARS
  010

The mortgage was recorded at least ten years prior to the date on which marketability of title is determined, and an affidavit meeting the requirements of § 47-12a (the "Affidavit") is recorded in the land records of the town or towns in which the Property is located, in which Affidavit the affiant makes the following statements under oath:

- The Property is subject to an unreleased mortgage of record, which mortgage is identified by the name or names of the mortgagor(s) and the original mortgagee(s), the dates of execution and recording of the mortgage and the volume and page of the land records where a record of the mortgage appears (the "Mortgage"); and
- CAN'T FIND MORTGAGEE
- The affiant has made diligent efforts to determine the present existence or whereabouts of the mortgagee without success, stating with particularity the nature and extent of those efforts; and

FROM A PRIOR OWNER None of the mortgagors named in the Mortgage has any present ownership interest in the property described in the Mortgage (the "Property"); and

PROPERTY CONVEYOR 4.
TO AFFIRM FOR 4.

VALUE BY WAR DED

WID EXCEPTION

OR ASSUMPTION

5.

The Property was conveyed to the affiant for value by a warranty deed which did not contain an exception for the Mortgage in the covenant against encumbrances; and

The affiant did not assume the Mortgage at the time of such conveyance; and

POSSESSION AT LEAST 3 YRS.

- The affiant has been in possession of the Property for at least three years next preceding the date of the Affidavit, during which time no demand or claim for payment of the Mortgage debt has been made by the mortgagee against the affiant, or, to the best of the affiant's knowledge and belief, against any other person;
- 7. The affiant believes, in good faith, that the debt secured by the Mortgage has been paid in full.

MTC 15 20 YEARS OLP The mortgage was recorded at least twenty years prior to the date on which marketability of title is determined, and an Affidavit meeting the requirements of § 47-12a (the "Affidavit") is recorded in the land records of the town or towns in which the Property is located, in which Affidavit the affiant makes the following statements under oath:

1. The Property is subject to an unreleased mortgage of record, which mortgage is identified by the name or names of the mortgagor(s) and the original mortgagee(s), the dates of execution and recording of the mortgage and the volume and page of the land records where a record of the mortgage appears (the "Mortgage"); and

CANT FIND MORTGAGEE The affiant has made diligent efforts to determine the present existence or whereabouts of the mortgagee without success, stating with particularity, the nature and extent of those efforts; and

AFFIANT LS CURRENT OWER

- 3. The affiant is a current owner of the Property; and
- 4a. The affiant is not the mortgagor or one of the mortgagors named in the Mortgage, but affiant believes, in good faith, that

PFFIANT- IN
POSSESSION
FOR AT
LEAST TIRGE
-YEARS

the Mortgage has been paid in full; and affiant has been in possession of the Property for at least three years prior to the clate of this Affidavit during which time no demand or claim for payment of the Mortgage debt has been made by the mortgagee against the affiant, or to the best of affiant's knowledge and belief, against any other person; or,

4b. The affiant is the mortgagor or one of the mortgagors named in the Mortgage; the Mortgage has been paid in full at least three years prior to the date of this Affidavit, and the affiant has been in actual possession of the Property for at least three years prior to the date of this Affidavit, during which time no demand or claim for payment of the Mortgage debt has been made by the mortgagee against the affiant, or to the best of affiant's knowledge and belief, on any other person.

For purposes of this Standard of Title the word "mortgage" means a recorded mortgage deed securing a mortgage loan on a 1, 2, 3 or 4 family residential real property located in the State of Connecticut, including, but not limited to, a residential unit in any common interest community as defined in § 47-202. The words "mortgager", "mortgagee" and "payoff statement" shall have the same meaning as set forth in the definition of those words in § 49-8a.

Comment 1. There are many reasons why a recorded mortgage may not have been released of record even though the indebtedness secured by the mortgage has been paid in full, thus making the mortgage null and void by reason of the condition and defeasance clauses in the mortgage deed. A purchase money mortgage may have been given to secure a purchase money mortgage note from the buyer to the seller of the property. In such cases, the mortgage debt may have been paid in full, but neither the mortgager or mortgage understood the importance of having the mortgage released of record. With the passing of years, the mortgagee may have died or moved to parts unknown, making it impossible to obtain a release from the mortgagee.

Another category of mortgages that frequently remain unreleased after a number of years are mortgages to corporations or other business entities which are no longer in existence. Although such mortgages may be released by any officer or director of the dissolved corporation as agent for a defunct corporation, or by the authorized agent of any other business entity whose existence has terminated, it is often impossible to find any such person who could release the mortgage.

03/24/55 PRI 10:20 PAA 000 54/ 6010

A third category of unreleased mortgages are those which were assigned of record to an assignee whose address or place of business is not indicated in the assignment. Since the early 1980s there has been an unprecedented preliferation of mortgage companies and other mortgage originators whose practice has been to take mortgages as security for mortgage loans originated by them and immediately to assign these mortgages to purchasers in the mortgage secondary market. A mortgage may be assigned and reassigned several times, and these assignments may or may not be recorded. Unless releases of these mortgages are promptly recorded after payment of the mortgage debt, it is often impossible to obtain a release from the last record assignee, who may no longer be in existence or doing business under the same name.

A sourth category of unreleased mortgages has resulted from the failure of numerous banks and thrifts in the eighties and nineties. Although it is often possible to obtain releases from the FDIC as receiver for these failed institutions, this is not always the case.

Comment 2. In the absence of a release provided by the last record holder of a mortgage, there are only four ways that a mortgage may be discharged of record.

First, pursuant to § 49-13 such a mortgage may be discharged by a decree of the Superior Court upon application of anyone having an interest in the mortgaged premises if the facts of the case come within the scope of that statute.

Second, a mortgage may be released by the recording of an affidavit pursuant to § 49-8a. This statute is helpful, however, only if the affiant (being a person permitted by statute to file such an affidavit) has available to attach to the affidavit either a copy of the payoff letter from the mortgagee (as those terms are defined in § 49-8a) stating the amount required to be submitted to pay the mortgage in full, or a statement of the mortgagor's good faith estimate of the balance of the unreleased mortgage as of a stated date, calculated in accordance with § 48-8a, and proof that such payment was made to and received by the mortgagee.

Third, a mortgage may be released by operation of law under § 49-13a under the conditions set forth in that statute. In order for that statute to apply, forty years must have expired after the date of performance of the obligation of the mortgagor under the note (i.e., the manurity date of the mortgage) or, in the event of a mortgage securing a demand note, forty years after the date of the mortgage.

Finally, the mortgage interest may have been extinguished by the operation of the Marketable Record Title Act as discussed in Chapter III of the Standards, so that the marketable record title of the owner of the premises is no longer subject to the extinguished mortgage.

Of the four statutory means of discharging a mortgage of record which has not been released by the holder of the mortgage, only the first (an application for an order of court discharging the mortgage) is an available remedy in every case. A release by affidavit under § 49-8a can be accomplished only if the affiant has available for recording a copy of the payoff letter from the mortgagee and proof of payment and receipt of payment pursuant to that letter. A release by operation of law under the Marketable Record Title Act (§§ 47-33b thru 47-33l, inclusive) requires the passage of at least forty years from the date of recording of a statutory root of title after the recording of the mortgage. A discharge under § 45-13a requires the passage of at least forty years from the date stated in the mortgage for the performance of all obligations secured by the mortgage.

Where there is sufficient evidence of the payment of the mortgage indebtedness, a discharge by court order may always be obtained pursuant to § 49-13, but this relief is both time consuming and expensive because of court costs and attorneys' fees incurred.

- Comment 3. In the case of any unreleased mortgage, facts may be elicited to convince the title examiner, the prospective purchaser and the title insurance company which will insure the contemplated transaction that the possibility of a claim being made by the holder of the unreleased mortgage is so remote that it is of little practical consideration in the absence of the recorded release or discharge. However, the mere possibility of a claim under the unreleased or undischarged mortgage has, in the absence of a standard of title, been deemed sufficient to render the title unmarketable. It is the purpose of this Standard to state the circumstances under in which title to real property may be deemed marketable, notwithstanding that a recorded mortgage affecting that title has not been released or discharged of record.
- Comment 4. It must be understood that an affidavit prepared and recorded pursuant to this Standard of Title does not operate to release or discharge the mortgage. Rather, the Standard acts in the spirit of furthering marketability, defined in Standard 1.1 as a title in which irregularities or defects present no real or substantial probability of litigation or loss. By permitting the use of an affidavit in those cases falling within the permitted circumstances, the Standard creates a vehicle for creating marketability in situations where it would otherwise be unattainable, or at the very least, expensive and time-consuming.

#### VOL 465 PG 0486

#### 001324

Return To:

Helen Allen, Esq. 36 Mill Plain Road, #102 Danbury, CT 06811

#### To all People to Whom these Presents shall come, Greeting:

**Know Ye**, That we, JON F. ANDERSON and PHILIS RASKIND ANDERSON, both of the Town of Weston, County of Fairfield and the State of Connecticut, herein referred to as the Grantors, for the consideration of SIX HUNDRED SEVENTY FIVE THOUSAND (\$675,000.00) DOLLARS, received to our full satisfaction of SPRATT BUILDERS, INC., with a principal office in the Town of Wilton, County of Fairfield and State of Connecticut, herein referred to as the Grantee, do give, grant, bargain, sell and confirm unto the said Spratt Builders, Inc., and unto said Grantee's heirs and assigns forever

21483

#### PARCEL ONE:

ALL THAT CERTAIN lot, piece or parcel of land, situate, lying and being in the Town of Weston, County of Fairfield and State of Connecticut, known and designated as Plot "B" on a certain Map entitled "Map Prepared for Jacques deWolfe, Weston, Conn. Scale 1 inch equals 100 feet August 1953" certified substantially correct by W.J. Wood, Jr. C.E. & S. filed in the Town Clerk's Office of Weston, Conn. as Map No. 1117, containing 3.15 acres more or less, bounded and described as follows:

Beginning at a point on the Easterly side of Newtown Avenue where the dividing line between Plots A and B intersect said Avenue; running thence North 31° 52′ 40″ East along the Easterly side of Newtown Avenue, 41.67 feet; running thence South 41° 51′ 50″ East 418.88 feet; running thence through a stone wall and along lands now or formerly of Lincoln E. Kirstein South 14° 47′ 30″ East 184 feet; South 20° 37′ 30″ East 125.77 feet and South 10° 19′ East 27.36 feet; running thence along the Northerly side of lands now or formerly of Marion P. Hildreth South 68° 58′ 10″ west 365.78 feet; running thence along the Easterly side of Plot "C" on said Map and through a stone wall North 41° 15′ 50″ West 50.78 feet; North 17° 10′ 50″, West 106.82 feet and North 9° 38′ 50″ West 101.20 feet to a point; running thence along the Southerly side of Parcel "A" on said Map North 48° 08′ 10″ East 346.37 feet to a point; running thence along the Northerly side of Parcel "A" on said Map North 41° 51′ 50″ West 348.08 feet to the Easterly side of Newtown Avenue at the point or place of beginning.

#### PARCEL TWO:

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Town of Weston, County of Fairfield and State of Connecticut, shown and delineated as Plot 1-A on a certain Map entitled, "Map prepared for Lincoln Kirstein, Weston, Connecticut" dated October, 1957 certified "Substantially Correct" by W.J. Wood, Jr. and filed in the Town Clerk's Office of Weston, Connecticut as Map No. 1238, containing 1.0 acre more or less, bounded and described as follows:

Beginning at a point on the Easterly side of Newtown Avenue where the same is intersected by the dividing line between the premises herein described and lands now or formerly of Lincoln Kirstein: running thence South 41° 51′ 50″ East along the said dividing line between premises herein described and land now or formerly of Lincoln Kirstein 348.08 feet; running thence south 48° 08′ 10″ West 346.37 feet; running thence South 77° 56′ 50″ West 130.75 feet to a point, running thence through Plot "A" as shown on said map, North 48° 08′ 10″ East 396.82 feet; running thence through Plot "A" as shown on said map, North 41° 51′ 50″ West 264.70 feet to a point on the aforesaid Easterly side of Newtown Avenue; running thence along the Easterly side of said Newtown Avenue, North 31° 52′ 40″ East 65.62 feet to the point and place of beginning.

Said Premises are also known as 65 Newtown Tumpike, Weston, Ct., 06883.

Said Premises are subject to:

- 1. Laws and Ordinances.
- Taxes on the List of October 1, 2006, which taxes the Grantee herein assumes and agrees to pay as part of the consideration for this deed.
- 3. Building and Zoning Regulations of the Town of Weston.
- Grant in favor of the American Telephone and Telegraph Company dated July 25, 1905 and recorded in Volume 28, Page 485 of the Weston Land Records.

S= 3375.00

CONVEYANCE TAX RECEIVED

TOWN CLERK OF WESTON

J- 81687.50

#### VOL 465PG 0487

 Certain restrictions contained in a deed dated April 28, 1955 and recorded in Volume 50, Page 603 and a deed dated April 25, 1956 and recorded in Volume 51 at Page 209 of the Weston Land Records.

**To Have and to Hold** the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, and unto such Grantee's heirs and assigns forever, to them and their own proper use and behoof.

And Also, we the said Grantors do for ourselves and our heirs, executors and administrators covenant with the said Grantee, and with such Grantee's heirs and assigns, that at and until the ensealing of these presents, we are well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as above stated.

**And Furthermore**, we the Grantors do by these presents bind ourselves and our heirs forever to **WARRANT AND DEFEND** the above granted and bargained premises to the said Grantee, and to such Grantee's heirs and assigns, against all claims and demands whatsoever, except as above stated.

In Witness Whereof, we have hereunto set our hands and seals this  $20^{\text{th}}$  day of December, 2007.

Signed, Sealed and Delivered in the presence of

Jon F. Anderson

Philis Raskind Anderson

STATE OF CONNECTICUT)

) ss. Weston

COUNTY OF FAIRFIELD )

On this the 20<sup>th</sup> day of December, 2007, before me, the undersigned officer, personally appeared Jon Anderson and Philis Raskind Anderson, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed.

Suzanne K. Guidera

Commissioner of the Superior Court

RECEIVED FOR RECORD

DEC 2 0 2007 AT 3:42 Pm

Attest free Company

KNOW YE, That I, JACQUES deWOLFE of the Town of Weston, County of Fairfield and State of Connecticut for the consideration of one dollar and other valuable considerations received to my full satisfaction of LINCOLN E. KIRSTEIN of the City, County and State of New York

do give, grant, bargain, sell and confirm unto the said LINCOLN E. KIRSTEIN

All that certain lot, piece or parcel of land, situate, lying and being in the Town of Weston, County of Pairfield and State of Connecticut, known and designated as Plot "B" on a certain Map entitled "Map Prepared for Jacques deWolfe, Weston, Conn. Scale 1 inch equals 100 feet August 1953" certified substantially correct by W. J. Wood Jr. C. E. & S. to be filed in the Town Clerk's Office of Weston, Conn., containing 3.15 acres more or less, bounded and described as

Beginning at a point on the Easterly side of Newtown Avenue where the dividing line between Plots A and B intersect said Avenue; running thence North 31 degrees 52 minutes 40 seconds East along the Easterly side of Newtown Avenue, 41.67 feet; running thence South 41 degrees 51 minutes 50 seconds East 418.88 feet; running thence through a stone wall and along lands now of Lincoln E. Kirstein South 14 degrees 47 minutes 30 seconds East 184 feet; South 20 degrees 37 minutes 30 seconds East 125.77 feet and South 10 degrees 19 minutes East 27.36 feet; running thence along the Northerly side of lands now or formerly of Marion P. Hildreth South 68 degrees 58 minutes 10 seconds West 365.78 feet; running thence along the Easterly side of Plot "C" on said Map and through a stone wall North 41 degrees 15 minutes 50 seconds West 50.78 feet; North 17 degrees 10 minutes 50 seconds, West 106.82 feet and North 9 degrees 38 minutes 50 seconds West 101.20 feet to a point; running thence along the Southerly side of Parcel "A" on said Map North 48 degrees 08 minutes 10 seconds East 346.37 feet on a point; running thence along the Northerly side of Parcel "A" on said Map North 41 degrees 51 minutes 50 seconds West 348.08 feet to the Easterly side of Newtown Avenue at the point or place of beginning.

(Documentary Internal Revenue Stamps in am't of \$7.15 affixed and cancelled)

Siad premises are subject to the following encumbrances:

Zoning and building regulations of the Town of Weston. Current taxes.

The following restriction: That only one one-family dwelling house, with necessary outbuildings, shall be erected on the above described premises.

4. Grant in favor of The American Telephone and Telegraph Co. dated July 24, 1905 and recorded in Volume 28, page 485 of the Weston Land Records.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto him the said grantee his heirs and assigns forever, to his and their own proper use and behoof. And Also I the said granter do for myself, my heirs, executors, and administrators and assigns, covenant with the said grantee his heirs and assigns that at and until the ensealing of these presents, I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and in have good right to bargain and sell the same in manner and form as is above written and that the same is free from all incumbranceswhatsoever, except as hereinbefore mentioned. mentioned.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs forever to Warrant and Defend the above grantedand bargained premises to him the said grantee his heirs and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of April in the year of our Lord mineteen hundred and fifty-five.

Signed, Sealed and delivered in the presence of Earl H. Jagoe Kenneth A. Slocum

Jacques de Wolfe (L.S.)

State of Connecticut,) County of Fairfield ) ss. Westport, April 28th, A. D. 1955
Personally appeared Jacques deWolfe signer and sealer of the foregoing instrument, and acknowledged thesame to be his free act and deed before me,

Earl H. Jagoe, Commissioner of the Superior Court

Received for recordJuly 20, 1955 at 1:00 P. M. and recorded by

Frances B, Coley, Cest, Town Clerk

1

#### VOL 504 P6653

#### 000610

#### RELEASE OF RESTRICTIONS

000610

KNOW YE, THAT, Thomas J. Seigel and Helene T. Glotzer, of 51 Newtown Turnpike, Weston, Connecticut (the "Releasors"), for the consideration of ONE (\$1.00) DOLLAR and other valuable considerations paid by Spratt Builders, Inc., P.O Box 787, Wilton, Connecticut (the "Releasee"), the receipt of which is hereby acknowledged, does by these presents remise, release and forever quit-claim unto the Releasee and to the Releasee's heirs, legal representatives, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the Releasors have or ought to have in or to the real estate described in Schedule A attached hereto and made a part hereof (the "Premises"); including, but not limited to, any rights, title, interest, claim and demand that the Releasors may have by virtue of that certain deed restriction reserved in a deed from Alice DeLamar to Jacques deWolfe dated September 3, 1953 and recorded in Book 51 at Page 6 of the Weston, Connecticut Land Records and by virtue of that certain deed restriction reserved in a deed from Jacques deWolfe to Lincoln E. Kirstein dated April 28, 1955 and recorded in Book 50 at Page 603 of the Weston, Connecticut Land Records.

TO HAVE AND TO HOLD the Premises with all its appurtenances unto the Releasee and to the Releasee's heirs, legal representatives, successors and assigns forever, so that neither the Releasors nor the Releasors' successors or assigns nor any other person claiming under or through the Releasors shall hereafter have any right, title or claim in or to the Premises, but therefrom the Releasors and they are by these presents, forever barred and excluded.

VOL 504 PG 654

STATE OF CONNECTICUT	}	ss: Westport	:				
COUNTY OF FAIRFIELD	}	ss. <u>WOIDIT</u>	:				
Personally appeared Thomas J. S and acknowledged the same to be, 2010.	Seigel, R his free	act and deed, before me	ler of the foregoing inst. c, on September 1  Superior Court  MARY G. TWOHILL  NOTARY PUBLIC  State of Connecticut  My Commission Expires 2-28-7	4			
STATE OF CONNECTICUT COUNTY OF FAIRFIELD	} } }	ss: Westport					
Personally appeared Helene T. Glotzer, Releasor, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me, on							
		Mary 9	Twohill				
		Commissioner of the Notary Public	Superior Court				
		Notary Public	MARY G. TWOHILL				
•			NOTARY PUBLIC State of Connecticut				
			My Commission Expires 2-28-20	<b>015</b>			

#### VOL 504 PG 655

#### Schedule A

#### PARCEL ONE:

ALL THAT CERTAIN lot, plece or parcel of land, situate, lying and being in the Town of Weston, County of Fairfield and State of Connecticut, known and designated as Plot "B" on a certain Map entitled "Map Prepared for Jacques deWolfe, Weston, Conn. Scale 1 inch equals 100 feet August 1953" certified substantially correct by W.J. Wood, Jr. C.E. & S. filed in the Town Clerk's Office of Weston, Conn. as Map No. 1117, containing 3.15 acres more or less, bounded and described as follows:

Beginning at a point on the Easterly side of Newtown Avenue where the dividing line between Plots A and B intersect said Avenue; running thence North 31° 52' 40" East along the Easterly side of Newtown Avenue, 41.67 feet; running thence South 41° 51' 50" East 418.88 feet; running thence Newtown Avenue, 41.67 teet; running thence South 41° 51′ 50″ East 418.88 feet; running thence through a stone wall and along lands now or formerly of Lincoln E. Kirstein South 14° 47′ 30″ East 184 feet; South 20° 37′ 30″ East 125.77 feet and South 10° 19′ East 27.36 feet; running thence along the Northerly side of lands now or formerly of Marion P, Hildreth South 68° 58′ 10″ west 355.78 feet; running thence along the Easterly side of Plot "C" on sald Map and through a stone wall North 41° 15′ 50″ West 50.78 feet; North 17° 10′ 50″, West 106.82 feet and North 9° 38′ 50″ West 101.20 feet to a point; running thence along the Southerly side of Parcel "A" on sald Map North 48° 08′ 10″ East 346.37 feet to a point; running thence along the Northerly side of Parcel "A" on sald Map North 41° 51′ 50″ West 548.08 feet to the Easterly side of Newtown Avenue at the point or place of beginning. feet to the Easterly side of Newtown Avenue at the point or place of beginning.

#### PARCEL TWO:

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Town of Weston, County of Fairfield and State of Connecticut, shown and delineated as Plot 1-A on a certain Map entitled, "Map prepared for Lincoln Kirstein, Weston, Connecticut" dated October, 1957 certified "Substantially Correct" by W.J. Wood, Jr. and filed in the Town Clerk's Office of Weston, Connecticut as Map No. 1238, containing 1.0 acre more or less, bounded and described as follows:

Beginning at a point on the Easterly side of Newtown Avenue where the same is intersected by the dividing line between the premises herein described and lands now or formerly of Lincoln Kirstein: running thence South 41° 51′ 50″ East along the said dividing line between premises herein described and land now or formerly of Lincoln Kirstein 348.08 feet; running thence south 48° 08' 10" West 346.37 feet; running thence South 77° 56′ 50" West 130,75 feet to a point, running thence through Plot "A" as shown on sald map, North 48° 08' 10" East 395.82 feet; running thence through Plot "A" as shown on sald map, North 41° 51' 50" West 264.70 feet to a point on the aforesald Easterly side of Newtown Avenue; running thence along the Easterly side of said Newtown Avenue, North 31° 52′ 40″ East 45.62 feet to the point and place of beginning.

Said Premises are also known as 65 Newtown Turnpike, Weston, Ct., 06883.

RECEIVED FOR RECORD

SEP 2 1 2010 4:17 pm

504 Page: 653 File Number: 610 Seg: 3

#### To all People to whom these Presents shall come, - Greeting:

Know ye. That I, JACQUES DE WOLFE of the Town of Weston, County of Fairfield and Stateof Connecticut

for the consideration of one dollar and other valuable considerations

received to my full satisfaction of PETER J. LOMAZZO of the Town of Westport, County of Fairfield and State of Connecticut Do gire, grant, bargain, sell and confirm unto the said PETER J. LOMAZZO

All that certain tract or parcel of land situated in the Town of Weston, County of Fairfield and State of Connecticut, known as Plot "A" on a certain map entitled, "Map Prepared for Jacques deWolfe, Weston, Conn. Scale 1 inchequals 100 feet August 1953" certified substantially correct by W. J. Wood, Jr., C. E. & S., containing 3.21 acres, more or less, being bounded as follows:

NORTHEASTERLY 348.08 feet, by Plot "B", as shown on hereinbefore mentioned

SOUTHEASTERLY SOUTHERLY NORTHWESTERLY map; 346.37 feet, by said Plot "B", as shown on said map; 333.65 feet, by Plot "C", as shown on said map; 661.49 feet, by highway known as Newtown Avenue

Said premises being subject to the following encumbrances:

- Zoning and building regulations of the Town of Weston.
- Current taxes.
- Current taxes.
   Following restriction:

That only one one-family dwelling house, with necessary outbuildings, shall be erected on the above described pemises.

4. Grant in favor of the American Telephone & Telegraph Co., dated July 25, 1905 and recorded in Volume 28, Page 485 of the Weston Land Records.

(Documentary Internal Revenue Stamps in am't of \$6.60 affixed and cancelled)

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof unto him the said Grantee his

them and their own proper use and behoof. And for my sel f, my heirs, executors \*\*\* administrators. heirs and assigns forever, to the said Grantor . do Towenant with the said Grantee, his

heirs and assigns, that at and until the ensealing of these presents I am well seized of the premises as a good indefeasible estate in fee simple; and have good right to bargain and sell the same in manner and form as is above written, and that the same is free from all incumbrances whatsoever. , except as hereinbefore mentioned.

And Furthermore, by these presents bind my sel f and my him the said Grantee, his against all claims and demands whatsoever. , except as hereinbefore mentioned. heirs and assigns,

in Witness Whereof have hereunto, set my hand and seal this in the year of our Lord nineteen hundred and fifty-six.

Signed, Scaled, and Delivered in the presence of 25day of April AXXX19 [L. S.] Jacques deWolfe

Earl H. Jagoe

[L. S.]

Thelma F. Coley

State of Connecticut, County of Fairfield , 55.

[L. S.] A. D. 19 Westport, April 25th,

Personally appeared, Jacques deWolfe

Signer and Sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Earl H. Jagoe,
Commissioner of the Superior Court
56 PM. Kernelel by Mancle B. Colly, \_\_\_\_ Received for Record April -27, .. A.D. 10 56 st .... 1:56 PM.

> Book: 51 Page: 209 Seq: 1

VOL 507 PG 733

001090

#### RELEASE OF RESTRICTIONS

001090 *3/43* 

KNOW YE, THAT, George F. Schulz and Evelyn M. Schulz, of, 61 Newtown Turnpike, Weston, Connecticut (the "Releasors"), for the consideration of ONE (\$1.00) DOLLAR and other valuable considerations paid by Spratt Builders, Inc., of P.O Box 787, Wilton, Connecticut (the "Releasee"), the receipt of which is hereby acknowledged, does by these presents remise, release and forever quit-claim unto the Releasee and to the Releasee's heirs, legal representatives, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the Releasors have or ought to have in or to the real estate described in Schedule A attached hereto and made a part hereof (the "Premises"); including, but not limited to, any rights, title, interest, claim and demand that the Releasors may have by virtue of that certain deed restriction reserved in a deed from Alice DeLamar to Jacques deWolfe dated September 3, 1953 and recorded in Book 51 at Page 6 of the Weston, Connecticut Land Records and by virtue of that certain deed restriction reserved in a deed from Jacques deWolfe to Peter J. Lomazzo dated April 25, 1956 and recorded in Book 51 at Page 209 of the Weston, Connecticut Land Records.

TO HAVE AND TO HOLD the Premises with all its appurtenances unto the Releasee and to the Releasee's heirs, legal representatives, successors and assigns forever, so that neither the Releasors nor the Releasors' successors or assigns nor any other person claiming under or through the Releasors shall hereafter have any right, title or claim in or to the Premises, but therefrom the Releasors and they are by these presents, forever barred and excluded.

In the presence of:

RELEASOR:

MUSTON USPINEOT, DUPE

George F Schulz

JAMES D'ANTON WURTHY

In the presence of:

RELEASOR:

granows prop pusits

JAMES D'ALTON MURPHY (203) 762-9000 Ext. 350

GREGORY AND ADAMS, P.C. ATTORNEYS AT LAW

190 OLD RIDGEFIELD ROAD WILTON, CT 06897 FAX: (203) 834-1628

156 West 56TH STREET New York, NY 10019 F

### VOL 507 PG 734

STATE OF CONNECTICUT	}	ss: WEGM
COUNTY OF FMIFWELD	<i>\$</i>	}
Personally appeared George F. Sinstrument, and acknowledged the sa	me to I	Releasor, signer and sealer of the foregoing be his free act and deed before me, on Audu W. S. Commissioner of the Superior Court Notary Public
STATE OF CONNECTICUT COUNTY OF FAUGGELS	} }	ss: <u>WETTM</u> }
	me to b	Releasor, signer and sealer of the foregoing the her free act and deed, before me, on

VOL 507 PG 735

#### Schedule A

#### PARCEL ONE:

ALL THAT CERTAIN lot, piece or parcel of land, situate, lying and being in the Town of Weston, County of Fairfield and State of Connecticut, known and designated as Plot "B" on a certain Map entitled "Map Prepared for Jacques deWolfe, Weston, Conn. Scale 1 Inch equals 100 feet August 1953" certified substantially correct by W.J. Wood, Jr. C.E. & S. filed in the Town Clerk's Office of Weston, Conn. as Map No. 1117, containing 3.15 acres more or less, bounded and described as follows:

Beginning at a point on the Easterly side of Newtown Avenue where the dividing line between Plots A and B Intersect said Avenue; running thence North 31° 52' 40" East along the Easterly side of Newtown Avenue, 41.67 feet; running thence South 41° 51′ 50″ East 418.88 feet; running thence through a stone wall and along lands now or formerly of Lincoln E. Kirstein South 14° 47' 30" East 184 feet; South 20° 37' 30" East 125,77 feet and South 10° 19' East 27.36 feet; running thence along the Northerly side of lands now or formerly of Marion P. Hildreth South 68° 58′ 10″ west 355.78 feet; running thence along the Easterly side of Plot "C" on said Map and through a stone wall North 41° 15′ 50″ West 50.78 feet; North 17° 10′ 50″, West 106.82 feet and North 9° 38′ 50″ West 101.20 feet to a point; running thence along the Southerly side of Parcel "A" on said Map North 48° 08′ 10″ East 346.37 feet to a point; running thence along the Northerly side of Parcel "A" on said Map North 41° 51′ 50" West 348.08 feet to the Easterly side of Newtown Avenue at the point or place of beginning.

#### PARCEL TWO:

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the Town of Weston, County of Fairfield and State of Connecticut, shown and delineated as Plot 1-A on a certain Map entitled, "Map prepared for Uncoin Kirstein, Weston, Connecticut" dated October, 1957 certified "Substantially Correct" by W.J. Wood, Jr. and filed in the Town Clerk's Office of Weston, Connecticut as Map No. 1238, containing 1.0 acre more or less, bounded and described as follows:

Beginning at a point on the Easterly side of Newtown Avenue where the same is intersected by the dividing line between the premises herein described and lands now or formerly of Lincoln Kirstein: running thence South 41° 51′ 50″ East along the said dividing line between premises herein described and land now or formerly of Lincoln Kirstein 348.08 feet; running thence south 48° 08′ 10″ West 346.37 feet; running thence South 77° 56′ S0″ West 130.75 feet to a point, running thence through Plot "A" as shown on said map, North 48° 08′ 10″ East 396.82 feet; running thence through Plot "A" as shown on said map, North 41° 51′ 50″ West 264.70 feet to a point on the aforesaid Easterly side of Newtown Avenue; running thence along the Easterly side of said Newtown Avenue, North 31° 52′ 40″ East 65.62 feet to the point and place of beatming. feet to the point and place of beginning.

Sald Premises are also known as 65 Newtown Tumpike, Weston, Ct., 06883.

RECEIVED FOR RECORD

NOV 1 7 2010 4:07pm

Attest for a Company

## Connecticut Town Land Records Online Status as of 02-26-2016

TOWN	COUNTY	TOWN CLERK PORTAL	CT LAND RECORDS	IQS	OTHER
Andover	Tolland				Not online
Ansonia	New Haven	Х			
Ashford	Windham	Х			
Avon	Hartford	Х			
Barkhamsted	Litchfield		Х		
Beacon Falls	New Haven				Not online
Berlin	Hartford	Х			
Bethany	New Haven				Not online
Bethel	Fairfield	Х			
Bethlehem	Litchfield		Х		
Bloomfield	Hartford		Х		
Bolton	Tolland	Х			
Bozrah	New London	X			
Branford	New Haven	Х			
Bridgeport	Fairfield		Х		
Bridgewater	Litchfield	Х			
Bristol	Hartford				Index free; subscription for images
Brookfield	Fairfield				Not online
Brooklyn	Windham		Х		
Burlington	Hartford	X			
Canaan	Litchfield	X			
Canterbury	Windham				Not online
Canton	Hartford	X			
Chaplin	Windham	X			
Cheshire	New Haven		X		
Chester	Middlesex	X			
Clinton	Middlesex	Х			
Colchester	New London	X			
Colebrook	Litchfield				Not online
Columbia	Tolland				Not online
Cornwall	Litchfield				Not online
Coventry	Tolland			X	
Cromwell	Middlesex		Х		
Danbury	Fairfield				Index only

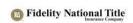




TOWN	COUNTY	TOWN CLERK	CT LAND	IQS	OTHER
		PORTAL	RECORDS		
Darien	Fairfield				Not online
Deep River	Middlesex	X			
Derby	New Haven				Not online
Durham	Middlesex	X			
East Granby	Hartford	X			
East Haddam	Middlesex		Х		
East Hampton	Middlesex	X			
East Hartford	Hartford		Х		
East Haven	New Haven		Х		
East Lyme	New London		Х		
East Windsor	Hartford				Not online
Eastford	Windham	Х			
Easton	Fairfield				Index free;
					subscription
					for images
Ellington	Tolland	X			
Enfield	Hartford				Index only
Essex	Middlesex	Х			
Fairfield	Fairfield		Х		
Farmington	Hartford	Х			
Franklin	New London				Not online
Glastonbury	Hartford				Index free;
					subscription
					for images
Goshen	Litchfield				Not online
Granby	Hartford	X			
Greenwich	Fairfield		Х		
Griswold	New London	X			
Groton	New London	Х			
Guilford	New Haven	Х			
Haddam	Middlesex				Not online
Hamden	New Haven				Not online
Hampton	Windham		Х		
Hartford	Hartford		Х		
Hartland	Hartford	Х			
Harwinton	Litchfield	Х			
Hebron	Tolland		Х		
Kent	Litchfield			Х	
Killingly	Windham			Х	
Killingworth	Middlesex	Х			
Lebanon	New London	Х			
Ledyard	New London				Not online







TOWN	COUNTY	TOWN CLERK PORTAL	CT LAND RECORDS	IQS	OTHER
Lisbon	New London		Х		
Litchfield	Litchfield		Х		
Lyme	New London				Not online
Madison	New Haven		Х		
Manchester	Hartford	Х			
Mansfield	Tolland	Х			
Marlborough	Hartford	Х			
Meriden	New Haven		Х		
Middlebury	New Haven		Х		
Middlefield	Middlesex				Index only
Middletown	Middlesex	Х			,
Milford	New Haven	Х			
Monroe	Fairfield		Х		
Montville	New London	Х			
Morris	Litchfield	Х			
Naugatuck	New Haven				Not online
New Britain	Hartford	Х			
New Canaan	Fairfield	Х			
New Fairfield					Not online
New Hartford	Litchfield	Х			
New Haven	New Haven			Х	
New London	New London		Х		
New Milford	Litchfield	Х			
Newington	Hartford	Х			
Newtown	Fairfield	Х			
Norfolk	Litchfield			Х	
North Branford	New Haven	Х			
North Canaan	Litchfield				Not online
North Haven	New Haven				Index only
North	New London		Х		•
Stonington					
Norwalk	Fairfield				Index only
Norwich	New London				Subscription
Old Lyme	New London	Х			
Old Saybrook	Middlesex	Х			
Orange	New Haven	Х			
Oxford	New Haven	Х			
Plainfield	Windham			Х	
Plainville	Hartford	Х			
Plymouth	Litchfield				Not online
Pomfret	Windham		Х		
Portland	Middlesex		X		







TOWN	COUNTY	TOWN CLERK PORTAL	CT LAND RECORDS	IQS	OTHER
Preston	New London				Not online
Prospect	New Haven				Not online
Putnam	Windham		Х		
Redding	Fairfield	Х			
Ridgefield	Fairfield				Index only
Rocky Hill	Hartford	X			
Roxbury	Litchfield		Х		
Salem	New London				Not online
Salisbury	Litchfield			Х	
Scotland	Windham				Not online
Seymour	New Haven		Х		
Sharon	Litchfield			Х	
Shelton	Fairfield				Not online
Sherman	Fairfield				Not online
Simsbury	Hartford	Х			
Somers	Tolland	Х			
South Windsor	Hartford	Х			
Southbury	New Haven		Х		
Southington	·				
Sprague	New London				Not online
Stafford	Tolland	Х			
Stamford	Fairfield				Subscription
Sterling	Windham				·
Stonington	New London	X			
Stratford	Fairfield	X			
Suffield	Hartford	Х			
Thomaston	Litchfield	X			
Thompson	Windham		Х		
Tolland	Tolland		Х		
Torrington	Litchfield			Х	
Trumbull	Fairfield				Index only
Union	Tolland				Not online
Vernon	Tolland				Not online
Voluntown	New London				Not online
Wallingford	New Haven				Not online
Warren	Litchfield			Х	
Washington	Litchfield		Х		
Waterbury	New Haven				Index only
Waterford	New London		Х		·
Watertown	Litchfield		Х		
West Hartford	Hartford				Index free;
					subscription





TOWN	COUNTY	TOWN CLERK	CT LAND	IQS	OTHER
		PORTAL	RECORDS		
					for images
West Haven	New Haven			X	
Westbrook	Middlesex	X			
Weston	Fairfield	X			
Westport	Fairfield	X			
Wethersfield	Hartford		Х		
Willington	Tolland	X			
Wilton	Fairfield		Х		
Winchester	Litchfield	Х			
Windham	Windham			X	
Windsor	Hartford			X	
Windsor Locks	Hartford	Х			
Wolcott	New Haven	X			
Woodbridge	New Haven		Х		
Woodbury	Litchfield	Х			
Woodstock	Windham			Х	Index only

Town Clerk Portal:	:
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https://connecticut-townclerks-records.com/User/Login.aspx?ReturnUrl=%2fIndex.aspx

Connecticut Land Records:

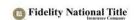
https://www.uslandrecords.com/ctlr/

IQS:

http://www.searchiqs.com/







# THE TITLE SEARCH: WHAT YOU NEED TO KNOW

March 23, 2016

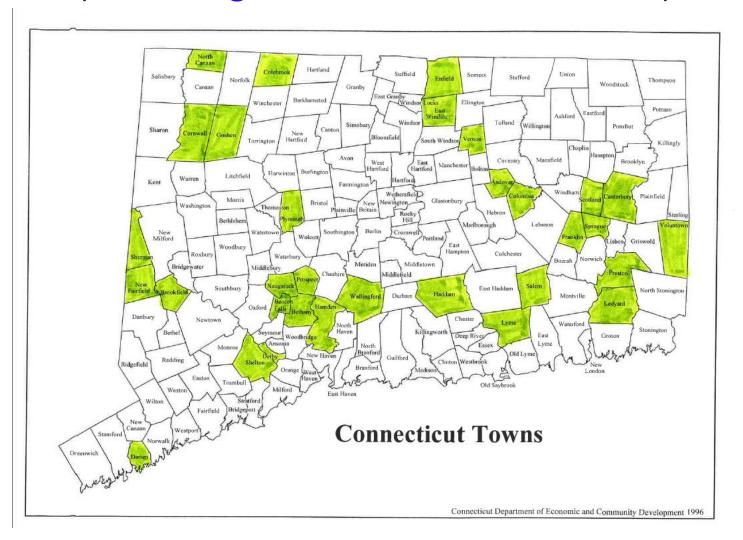


Barbara C. Smith Branch Counsel/Commercial Title Examiner Chicago Title, Fidelity Title and Commonwealth Land Title Insurance

### TOPICS TO BE COVERED

- ONLINE REMOTE TITLE SEARCHING
- WHAT CAN BE DONE ONLINE
- HOW TO PERFORM AN ONLINE TITLE SEARCH
- DANGERS OF ONLINE TITLE SEARCHES

## 138 TOWNS ONLINE – AND COUNTING! (Towns in green have no online access.)

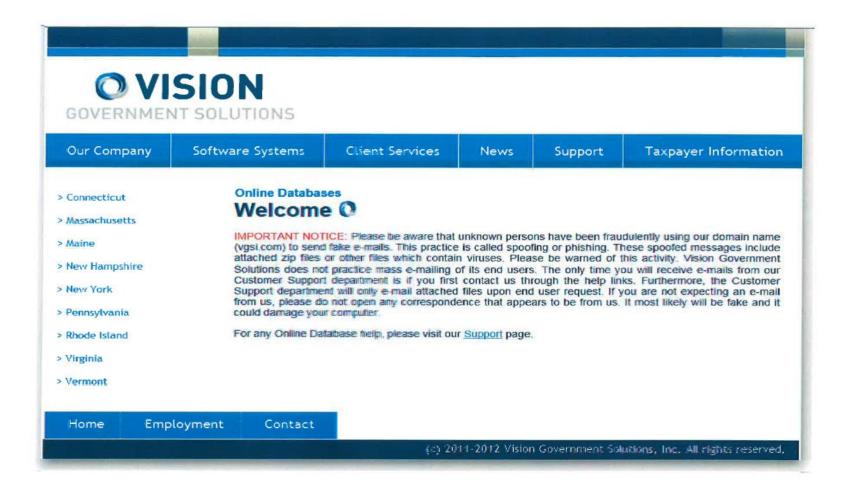


## What does this mean for you?



- Quick access to recorded documents
- Rundown property immediately before closing
- Get missing copies for lender/buyer
- One or two owners rundowns (in some cases)
- Very rarely: perform full title search

## ONLINE ASSESSOR'S OFFICE



## ONLINE TAX COLLECTOR'S OFFICE

Some towns also have water/sewer data here



## LARGEST ONLINE WEBSITE IN CONNECTICUT, CURRENTLY 72 TOWNS

#### Welcome to the

#### **Connecticut Town Clerks Portal**

Town Clerks have office hours...the Connecticut Town Clerks Portal is open 24/7. Here you can get access to indexed information and images for land records and other recorded information maintained by the Town Clerk's office without traveling to each Town Clerk's office.

In partnership with participating Town Clerk offices, Cott Systems is proud to launch the new Connecticut Town Clerks Portal, a new era in land & Indexed records searching. Since the Clerk's offices are powered by Cott Systems, our unique and powerful integration brings you timely and reliable information, often within minutes of recording. All information found in the portal is linked directly to each Town Clerk's recording system powered by Cott Systems Inc., including the hosting and management of this portal.

As a subscriber, you get unlimited access to ALL participating towns under one simple subscription plan. (See Listing of Images Available by Town below)

#### Available Subscriptions:

Subscriptions	Subscription	Image	Transaction
Subscriptions	Fees	Fees	Fees
Daily (24 Hour Access)	\$7.50	\$ 1.00 per page	5% Service Fee
Unlimited Access to Index & Images		To Remove Watermark and Print/Download	When using PayPal
Monthly (30 Days)	\$35.00	\$ 1.00 per page	5% Service Fee
Unlimited Access to Index & Images		To Remove Watermark and Print/Download	When using PayPal
6 Months (180 Days)	\$175.00	\$ 1.00 per page	5% Service Fee
Unlimited Access to Index & Images		To Remove Watermark and Print/Download	When using PayPal
1 Year (365 Days)	\$325.00	\$ 1.00 per page	5% Service Fee
Unlimited Access to Index & Images	Section 1985	To Remove Watermark and Print/Download	When using PayPal
Guest Access	Free	No Images Available	Not Applicable
Index Search Only – No Images		_	

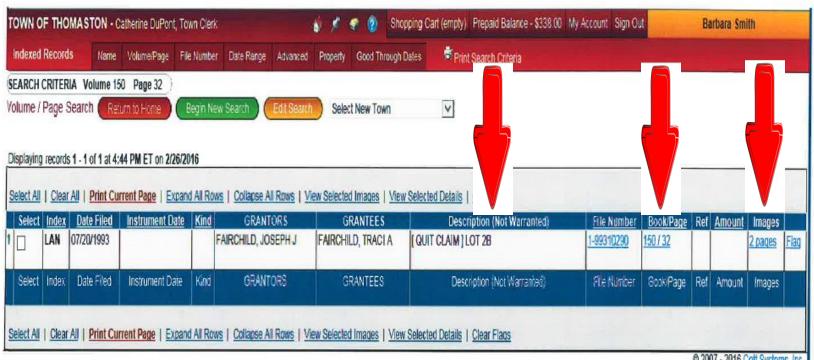
Images Available by Town: Dates represent Storting Dates of Images to Current Date, with exceptions noting specific Ending Dates

## VOLUME/PAGE TAB



@ 2007 - 2016 Cott 5

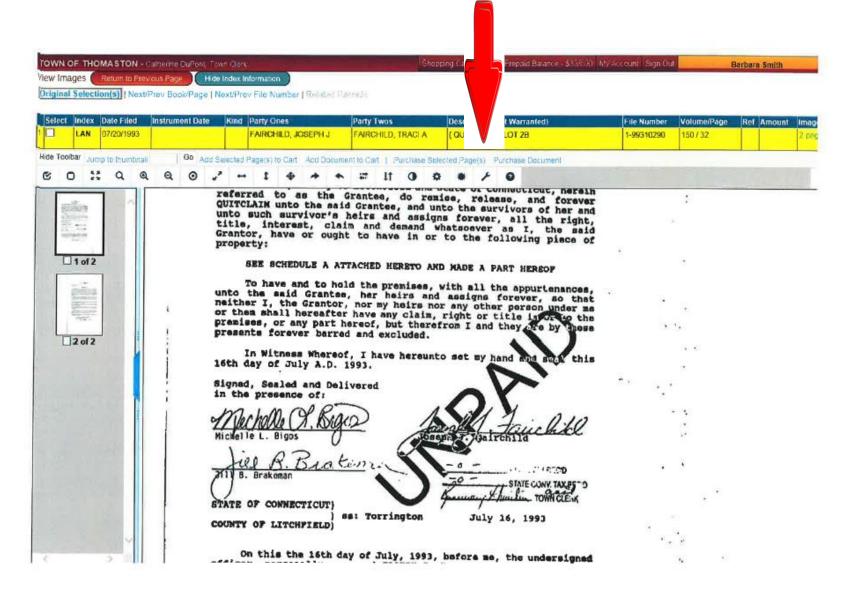
## 150/32; SEARCH



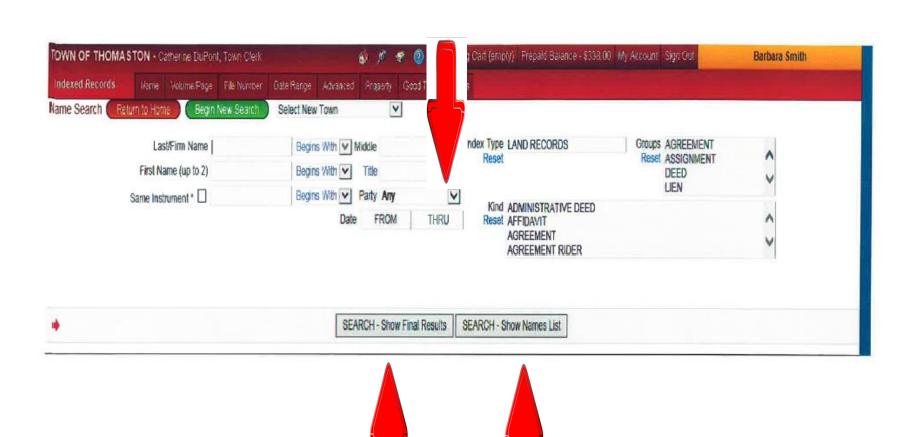
@ 2007 - 2016 Cott Systems, Inc.

Version 1.6.6.0

## **DOCUMENT VIEW**



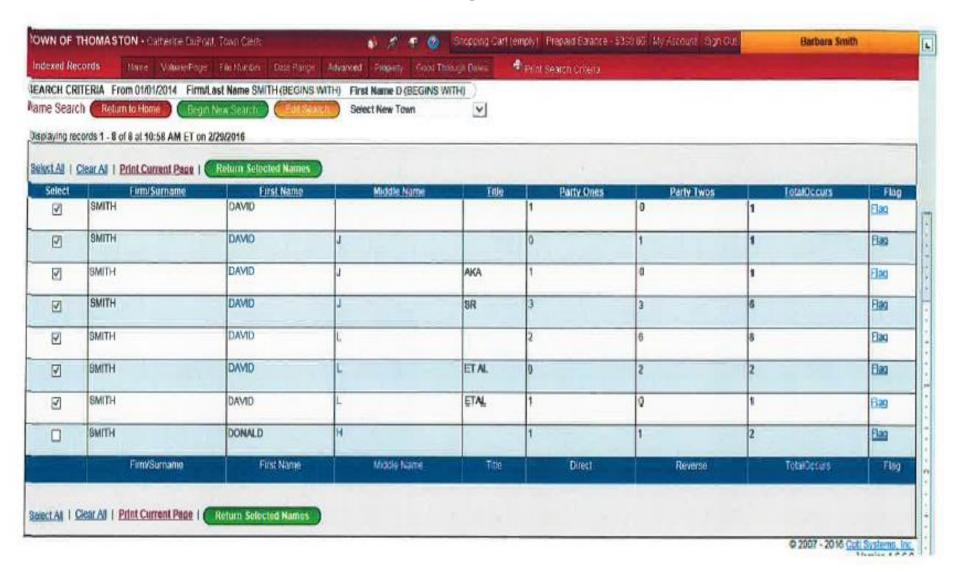
### NAME SEARCH: DAVID SMITH



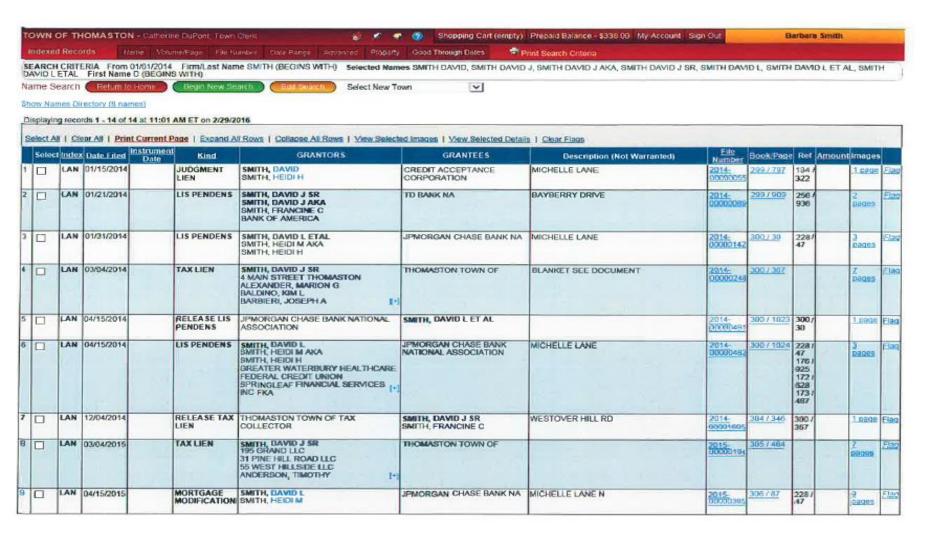
## RESULTS OF "SEARCH-SHOW FINAL RESULTS"...**TMI!**

	4.3			LIEN	SMITH, HEIDI H	CORPORATION		00000055		322		
1		LAN	01/21/2014	LIS PENDENS	SMITH, DAVID J SR SMITH, DAVID J AKA SMITH, FRANCINE C BANK OF AMERICA	TD BANK NA	BAYBERRY DRIVE	2014- 000000082	299 / 909	256/ 936	2 199988	Etag
		LAN	01/31/2014	LIS PENDENS	SMITH, DAVID L ETAL SMITH, HEIDI M AKA SMITH, HEIDI H	JPMORGAN CHASE BANK NA	MICHELLE LANE	2014- 90000142	300 / 30	228/ 47	3 pages	Elao
	0	LAN	03/94/2014	TAX LIEN	SMITH, DAVID J SR 4 MAIN STREET THOMASTON ALEXANDER, MARION G SALDINO, KIM L BARBIERI, JOSEPH A (+)	THOMASTON TOWN OF	BLANKET SEE DOCUMENT	2014- 00006248	300 / 367		Z	Flag
		LAN	04/15/2014	RELEASE LIS PENDENS	JPMORGAN CHASE BANK NATIONAL ASSOCIATION	SMITH, DAVID L ET AL		2014- 00000481	300 / 1023	300 / 30	1 page	Flac
		LAN	04/15/2014	LIS PENDENS	SMITH, DAVID L SMITH, HEIDI M AKA SMITH, HEIDI M GREATER WATERBURY HEALTHCARE FEDERAL CREDIT UNION SPRINGLEAF FINANCIAL SERVICES (+)	JPMORGAN CHASE BANK NATIONAL ASSOCIATION	MICHELLE LANE	2014- 00000482	300 / 1024	228 / 47 176 / 925 172 / 528 173 / 487	3 DROMS	Flag
		LAN	05/06/2014	SEWER LIEN	SMITH, DONALD H PANASCI, BETTY A CREECH, PAUL D PATRIZI, CARLA M PAUL JOSEPH M [*	THOMASTON TOWN OF		2014- 90000596	301/201		15 pages	Elac
		LAN	08/05/2014	RELEASE SEWER USE LIEN	THOMASTON TOWN OF	SMITH, DONALD H SMITH, LINDA M PRETTY, JAMES A		2014- 00001079	302 / 610	301 / 201	1 page	Elako
	0	LAN	12/04/2014	RELEASE TAX	THOMASTON TOWN OF TAX COLLECTOR	SMITH, DAVID J SR SMITH, FRANCINE C	WESTOVER HILL RD	2014- 00001805	304 / 346	300 / 367	1.0000	Elas
	0	LAN	03/04/2015		SMITH, DAVID J SR 195 GRAND LLC 31 PINE HILL ROAD LLC 55 WEST HILLSIDE LLC ANDERSON, TIMOTHY (+)	THOMASTON TOWN OF		2015- 00000194	305 / 484		Z pages	Flac
	0	LAN	04/15/2015	MORTGAGE MODIFICATION	SMITH, DAVID L SMITH, HERD M	JPMORGAN CHASE BANK NA	MICHELLE LANE N	2015 <del>.</del> 00000395	306 / 87	228 <i>1</i> 47	2 pages	Fino
	D	LAN	04/17/2015	RELEASE SEWER LIEN	THOMASTON TOWN OF	SMITH, DAVID I. SMITH, DAVID I. SMITH, DAVID L. SMITH, DAVID L. SMITH, DAVID L. SMITH, DAVID L.		2015- 100000303	306 / 125		2 pages	Flag

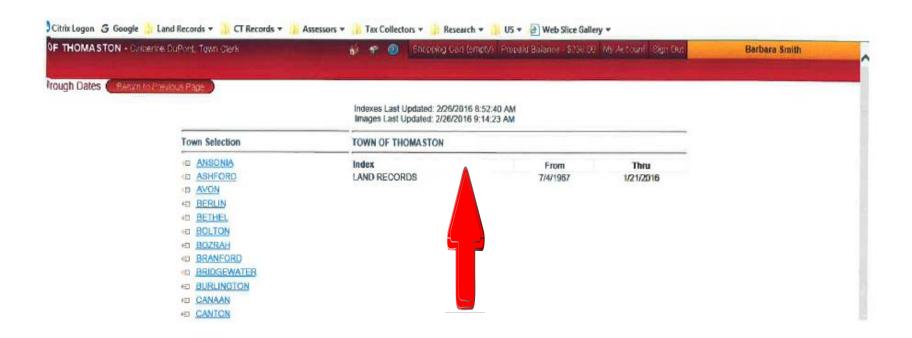
# RESULTS: "SEARCH – SHOW NAMES LIST"



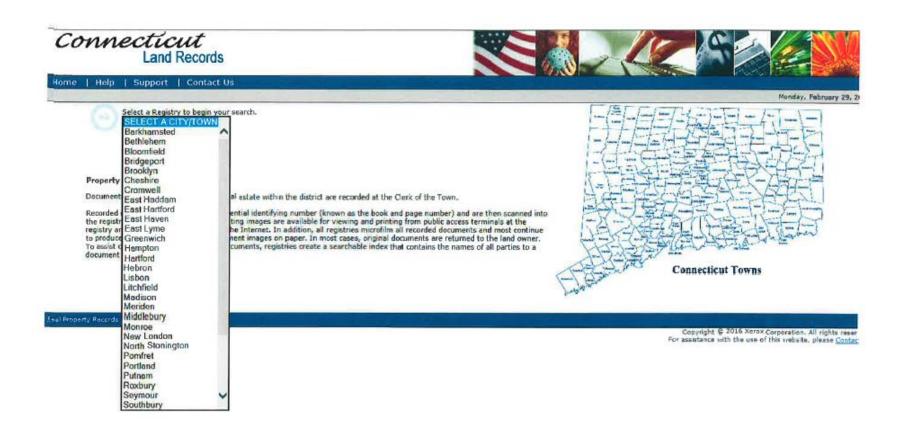
## RESULTS OF NARROWING SEARCH



## "GOOD THRU" DATES



## **CURRENTLY 36 TOWNS**



Connecticut
Land Records



home | Select Registry | Help | Sur

stry | Register | Logs



#### JAGE FROM THE NORTH STONINGTON TOWN CLERK

one Town Clerk's Office preserves and protects town records and provides a wide range of services to the public in a professional and courteous manner.

This on-line service has been added for your convenience. The on-line indices to the North Stonington Land Records are certified from March 8, 1974. New recordings will be added and kept up to date as quickly as possible. Document images are available from November 2000. Be sure to check the certification dates when searching these records.

#### Pay-Per Access Service

The index search will be free of charge. To view any image you will be charged at the rate of \$2.00 per page for all the pages of the document. You will be able to see the number of pages on the results screen before viewing the document. While viewing the document, you can print one page or multiple pages for no additional charge. To become a pay-ner access user simply fill out the registration form, choose a Member ID and Password for future visits.

#### Certified Copy of a Document

Please contact or visit the town clerk's office for a certified copy of a document.

#### **Quick Document Viewer**

Using the Quick Document Viewer you will be able to view any image from our extensive database in .PNG format. These PNG images are lower quality for faster access and do not require a plug-in to be installed on your computer. To view any image you will be charged for the entire document at the rate of \$2 per page. You will be able to see the number of pages on the results screen before viewing the document. While viewing the document, you can print one page or multiple pages for no additional charge. This viewer is not recommended for printing documents, but it is available. For better results use the High Quality/Printable Viewer.

#### High Quality/Printable Viewer

Using the High Quality/Printable Viewer will give you best results. The image is provided in .TIFF format. This will require installing a TIFF plug-in on your computer. The plug-in is available at no charge. Download instructions are provided on the Search Page. To view any image you will be charged for the entire document at the rate of \$2 per page. You will be able to see the number of pages on the results screen before viewing the document. While viewing the document, you can print one page or multiple pages for no additional charge. For a print out of the image, simply click the print button at the top of your browser window or the print button provided in the TIFF viewer.

#### **Download your Image Document**

For the Download option you may save a copy of the complete document to your local hard disk,

#### **Email your Image Document**

Using the email option will give you the ability to email the image document to your account email address.

#### DISCLAIMER

#### Regarding use of Online Public Records

The Town Clerk of the Town of North Storington is pleased to offer online access to our Indexing System. Our users should be aware of several items.

- 1. While the Town Clerk's Office has attempted to preserve the accuracy of this online version, these records are not official and neither the Town of North Stonington nor the Town Clerk of the Town of North Stonington will be responsible for any inaccuracies that may be encountered when using this on-line version. Only those records and the indices that are maintained and physically located in the Town of North Stonington Town Clerk's office shall be referenced as the Official Public Records of Town of North Stonington.
- 2. By using this on-line version, every user hereof agrees to assume all responsibility a.) for the use of such on-line version and b.) for the reference to or reliance on any public records by such user, without physically visiting the Town of North Storington Town Clerk's office and viewing those records and related indices in person to confirm the information contained therein. By using this on-line version, the user agrees that they do so at their own risk, and that in doing so they also agree to indemnify and hold harmless the Town of North Storington, its employees and agents, the Town Clerk of the Town of North Storington, and anyone involved in storing, retrieving, or displaying this information for any claims for damages, whether actual, incidental or consequential, allegedly sustained as a result of such usage.



Norma J. Holliday North Stonington Town Clerk

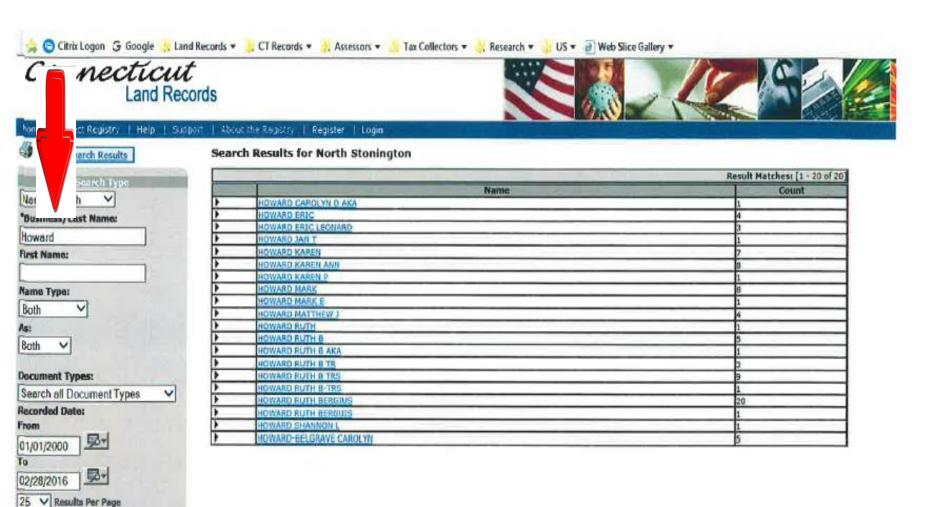
New Town Hall 40 Main Street North Stonington, CT 06359 Phone: 860-535-2877 x 21

Fax:

Hours of Operation: Monday - Friday 8:00 AM to 4:00 PM

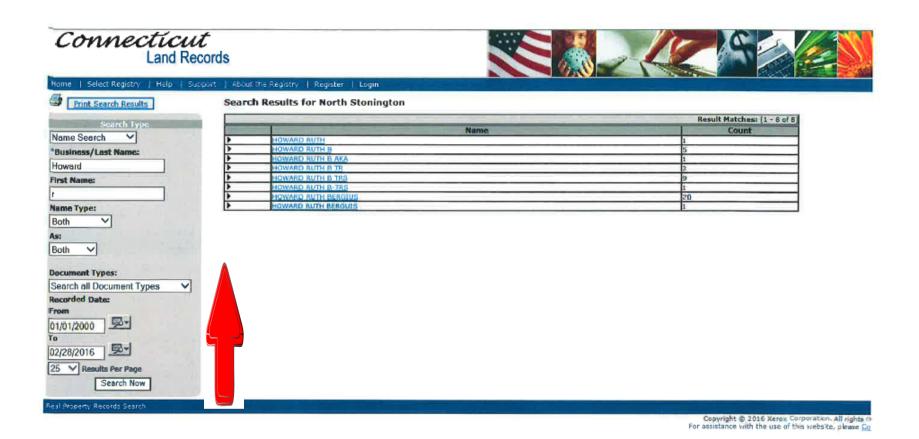
E-mail: Town Clerk

### Search: Last name "Howard" from 01/01/2000

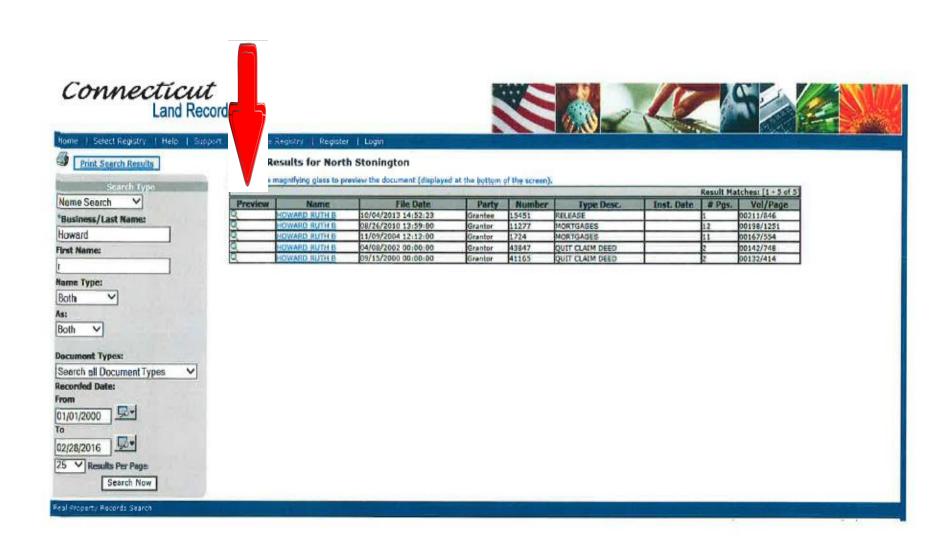


Search Now

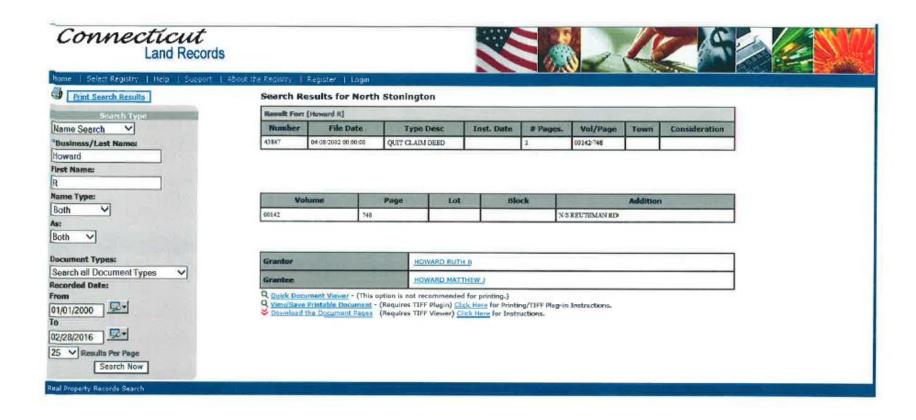
# Added "R" as first name. Each name must be examined!



## This is one of those listed.



## \$2 per page to view or print; entire document is included (cannot view single pages)

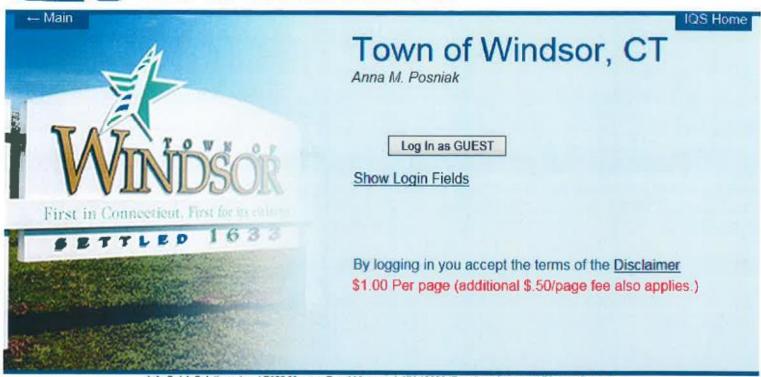


## IQS – 16 TOWNS



### **ALL TOWNS: LOG IN AS GUEST**



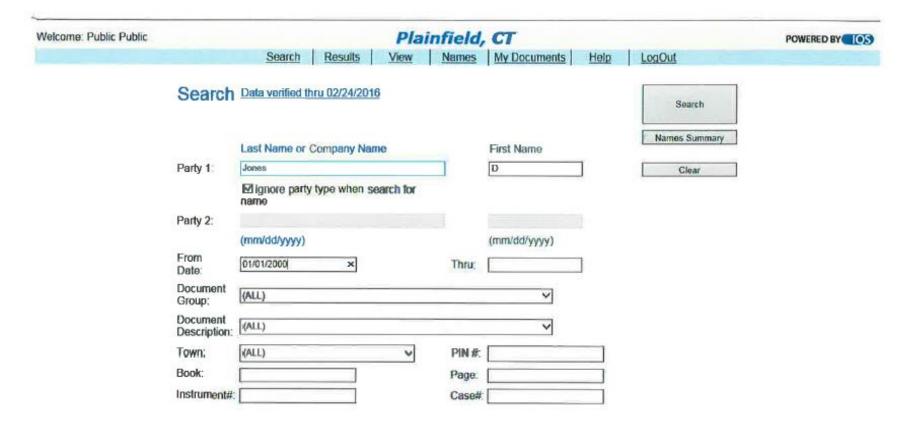


Info Quick Solutions, Inc. | 7460 Morgan Road Liverpool, NY 13090 [E-mail: websupport@igsworks.com

## **SEARCH PAGE**

Welcome: public public			7	own o	f Wind	lsor, CT			POWERED BY OS
		Searc	esuits	View	Names	My Documents	Help	LogOut	
	Search	Data verified th	ru 02/26/201	16				Search	
		Last Name or 0	Company Na	me		First Name	-	Names Summary	
	Party 1	☑ Ignore party name	type when s	earch for				Clear	
	Party 2:	(mm/dd/yyyy)				(mm/dd/yyyy)			
	From Date:				Thru:				
	Document Group:	(ALL)				V			
	Document Description:	(ALL)				~			
	Town:	(ALL)		~	PIN#:				
	Book:				Page:				
	Instrument#:				Case#				

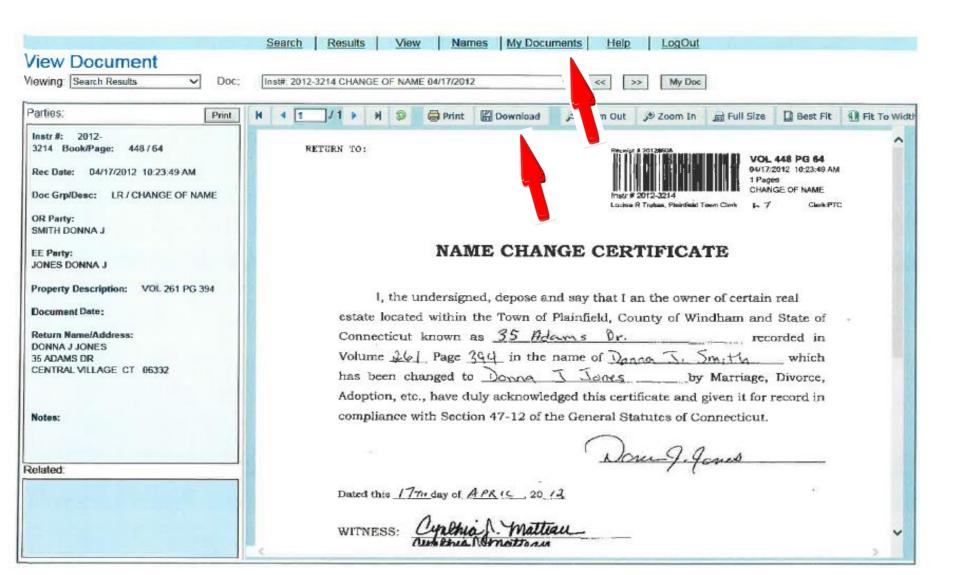
# SEARCH: DONNA JONES FROM 01/01/2000



## SEARCH RESULTS; VIEW DOCUMENT



## VIEW: CAN ADD TO "MY DOCUMENTS" OR DOWNLOAD IMMEDIATELY



## Fee \$1.50 per page

(-) R https://www.searchiqs.com/ctpla-PaymenttAP.aspx:ReturnPage=lmage/WevertAP.aspx5_0 *	(교) <b>문</b> (호 유수명
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Welcome: Public	POWERED BY QS
Search Results View Names My Documents Hel	p LogOut

session rate. Contact spaid subscriptions. Ple	btained either by paid subscription or by a per image per ales@igsworks com or call 800-320-2617 for information on ase note that if you close your browser or navigate to sion will end and any unused printing credit will expire.
Billing Rate:	1 Images @ \$1.50 /Image
Billing Amount	\$1.50
Full Name:	
Address Line 1:	
Address Line 2:	
City:	
State:	CT V
Zip Code:	
Email:	
Card Type:	VISA
Credit Card #:	
Security Code:	
Expiration:	January V 2616 V
	Remember my card for this Session.
SiteSafe's Network Solution	Purchase Cancel

### Towns on their own

- BRISTOL
- EASTON
- GLASTONBURY
- STAMFORD
- WEST HARTFORD
- Note: NORWICH-Requires subscription to view indices/images, but it can be purchased on a weekly basis.

### DANGER ZONES

- Municipal liens indexed in separate books
- Maps/map indices not online
- Not able to image all documents in chain of title
- Foreclosures
- Probate
- Quirky town hall traditions

# Data entry issues: Use your imagination!

44 Lafayette Road, LLC

Look up:

44

forty

four

num 44

# Keep search parameters as open as possible: Rockville Orth

VERNON, CT BERNICE K. DIXON VERNON TOWN CLERK	I Letter			
INSTR.SURNAME NUMBER GRANTOR	GRANTEE	_	II PAGE	
ROCKVILLE LODGE NO 1359	BENEVOLENT AND PROTECTIVE ORDER OF FERENCE DATA 0004625 10/27/2008 RELEASE 02020 0000034	* C	CONTIN	
ROCKVILLE ORTHOPAEDIC A	SSOC			
0003365 SAME	COONEY, LORI A ET AL	01841	326	
0004610 SAME	LAMBERT, DANA S	01858	163	
0005138 SAME	LAMBERT, DANA S	01866	45	
ROCKVILLE ORTHOPEDIC AS:	SOC P C			
0000752 SAME	428 HARTFORD TURNPIKE ASSOC	01709	126	
0000752 SAME	ROCKVILLE ORTHOPEDIC ASSOC P C	01709	126	
ROCKVILE BANK				
0003823 SAME	DIXON, MARIA C	01934	71	
RE	FERENCE DATA			

### Beware of spacing

BK: 1800 PG: 150 08/01/2014 WARRANTY DEED Image: 1 of 3



08/01/2014 04:15:43 PM 3 Pages WARRANTY DEED

Anna M. Posniak, Windsor Town Clerk

Clerk:EV

After Recording Return to: Pullman & Comley LLC 90 State House Square Hartford, CT 08103-3702 Attention: Gary B. O'Connor, Esq.

#### SPECIAL WARRANTY DEED

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:



Performance Food Group, Inc., having a place of business at 12500 West Creek Parkway, Richmond, Virginia 23238 ("Grantor"), for the consideration of \$1.00 and other valuable consideration received to its full satisfaction from 1MC Connecticut, LLC, a Connecticut Limited Liability Company ("Grantee"), does give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns, all right, title and interest of Grantor in and to all that certain piece or parcel of land, with the improvements thereon and appurtenances thereto, situated in the City of Windsor, County of Hartford and State of Connecticut, known as 1 Market Circle, and being more particularly described in Schedule A, attached hereto and made a part hereof, together with all right and title and interest, if any, of the Grantor in and to any streets and roads abutting the above described Premises to the center lines thereof.

### Result: 1MC

#### **DATA SUMMARY**

Search Date: 01/26/2016 04:00:05 PM

**Documents Found:** 1 Selection Criteria:

<u>Field</u>

Comparison Value

OR Party or EE Party LIKE

1MC\*

T	Party	Opposite Party	Date	Туре	Book/Page	Add'l Description	Street Address
2	1	l :	08/01/2014	WARRANTY	1800 / 150	MARKET CIR/FRONTAGE	1 MARKET
L	LLC	INC		DEED	V	RD	CIR

### Result: 1 MC

### **DATA SUMMARY**

Search Date: 01/26/2016 04:01:19 PM

Documents Found: 1 Selection Criteria:

FieldComparisonYalueOR Party or EE PartyLIKE1 MC\*

Т	Party	Opposite Party	Date	Туре	Book/Page	Add'l Description	Street Address
1	1 MC CONNECTICUT LLC	ONE MC LP	08/04/2014	MORTGAGE		MARKET CIR/FRONTAGE RD/CENTER ST	1 MARKET CIR
2	1 MC LP	ONE MC CONNECTICUT LLC	08/04/2014	MORTGAGE		MARKET CIR/FRONTAGE RD/CENTER ST	1 MARKET CIR



## MC, Roman numeral I and One should also be checked

BK: 1800 PG: 277 08/04/2014 MORTGAGE Image: 1 of 17

Return to: Hershman Legal Group, P.C. 1 Church Street New Haven, CT 06510



08/04/2014 04:04:32 PM 17 Pages MORTGAGE

ClericAP

#### MORTGAGE DEED

TO ALL PEOPLE TO WHOM TIESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT 1 MC CONNECTICUT, LLC, a Connecticut limited liability company with a mailing address at 225 East Aurora Street, Waterbury, Connecticut 06708 (hereinafter called the "Borrower") for the consideration of One Dollar (\$1.00) and other valuable consideration received to the Borrower's full satisfaction of 1 MC, LIMITED PARTNERSHIP, a Connecticut limited partnership with a mailing address at 225 East Aurora Street, Waterbury, Connecticut 06708 (hereinafter called the "Lender") does hereby give, grant, bargain, sell and confirm, with MORTGAGE COVENANTS, unto the Lender, its successors and assigns forever:

### When a "quick rundown" isn't...

NOTICE TO SEARCHERS:

ERRORS IN
ALPHABETICAL ORDER
HAVE BEEN NOTICED
IN
2006 TL BOOKS

PLEASE CHECK ENTIRE
BOOK WHEN
SEARCHING FOR
OWNER

### PROBATE REVIEW CHECKLIST

Probate Dis Estate of Date of Dea Decedent's  2. Heirs and I Name	's interest in property	of of _ of _ of _ of		Notice Waived?	Testate Intestate  Notice Given?
Estate of	th:stated domicile  next of kin:  's interest in property	of of of of		Notice Waived?	Testate Intestate  Notice Given?
Estate of	th:stated domicile  next of kin:  's interest in property	of of of of		Notice Waived?	Testate Intestate  Notice Given?
Date of Dea Decedent's  2. Heirs and I Name	th:stated domicile  next of kin:  's interest in property	of of _ of _ of _ of		Notice Waived?	Notice Given?
Name	's interest in property	of of of of			Notice Given?
Name	's interest in property	of of of of			
	's interest in property	of of of of			
	's interest in property	of of of of			
	's interest in property	of of of			
	's interest in property	of of			
	's interest in property	of			
	's interest in property				
	's interest in property				
Note: If decedent		was in surivorsh	nip, skip to sec	tion 6. Otherwise o	
	/A T • • • / / / /			mon or other wise, t	continue with section 3.
3. Executor(s)	/Administrator(s)				
Executor or	Administrator				
Address(es)	:				
Date of App	ointment:				
	died intestate, skip to				
	•	o section 5. If the	ere is a wiii, ev	ontinue with section	
4. Testate Est					
	dmitted to Probate: _			Any Co	dicils?
Does Will s	pecifically devise the	subject property	·?		
	ically devised, residue				
Does Will g	ive Executor the auth	ority to sell real	estate?		
5. Inventory					
Date of Invo	entory:				
Is subject p	entory:eoperty included in the	e inventory?			
	ption of Real Estate m				
6. Estate Tax	es				
a. Date of	Receipt for payment	of Estate Taxes:			
-OR-					
Date of	Decree no Estate Tax	is Due:			
b. Are fed	eral estate taxes due?				
	ey been paid?				

### 7. Probate Fees

a. Release of Probate Fee Lien in file?

## PLEASE TRY TO CALL WHILE YOU ARE AT THE COURTHOUSE IF THERE ARE ANY QUESTIONS ABOUT WHAT IS CONTAINED IN THE FORECLOSURE FILE.

### **FORECLOSURE REVIEW CHECKLIST**

e No.: ent File No.:			
Property:			
Court: Judicial District	of	at	
Docket Number:			
Original plaintiff:			
Substituted plaintiff: _			
Interest sought to be f	oreclosed, as described ir	n complaint:	
Mortgage:			
Judgment Lien:			
Tax lien(s):			
(If tax liens, be sure to pertain to.)	specify which grand list y	rear[s] the liens b	eing foreclosed
Defendants:			
Name	Nature of Interest(s)	How Served?*	Appearance?

■ agent = se		al's return, as fol	llows:
<ul><li>In-hand</li><li>Usual place</li><li>officer = se</li><li>agent = se</li></ul>	e of abode	al's return, as fol	llows:
<ul><li>officer = se</li><li>agent = se</li></ul>			
<ul><li>officer = se</li><li>agent = se</li></ul>			
■ agent = se	•	er	
■ PUB = noti	rvice on entity's agent		
	ce/service by publication	on	
If not one of the above m	ethods, please note ty	pe of service.]	
*See #8 below if any defe	endant was served by o	rder of notice.	
Were all persons or entiti of the foreclosure and red their interests accurately	cording of lis pendens r	named as defend	dants and were
If no, explain in Comment	ts section below (#22).		
Any indication that mortg	gagor is deceased?	Yes	No
If yes, obtain copy of doca affidavit or application th	<del>-</del>		in copy of any
If any defendant was serv	ved by order of notice:		
Is there a marshal's retur by newspaper publication	_	ice was given as	as ordered (e
Yes	No		
Interests alleged in comp	laint to be prior in right	t to plaintiff's:	
Defendants added after o	ase returned to court:		
Name	Nature of Interest(s)	How Served?*	Appearance

	*See #8 above if any def	endant was served	by order of notice.			
11.	Type of judgment:	Strict	Sale			
	: IF THE UNITED STATES C	F AMERICA IS A DE	FENDANT, THE FORECLOSURE MUST			
12.	Strict Foreclosure Judgm	nent				
	Date of judgment: Debt: \$					
	Law days assigned:					
	Defendant: (date) Defendant: (date)	(name) _ (name) _ (name) _				
	Title to become absolute					
13.	Judgment of foreclosure	by sale:				
	Sale date: Successful bidder:					
	Amount of bid:					
		red on on				
14.	Appraised value:					
15.	Any indication of a rede	mption?				
	No Yes					

Redeeming party(ie	s) named in Satisfaction	on:
Date of redemption	per Satisfaction:	
	ving been sent to them	is there a certification by plaintiff's m in accordance with P.B. Section 17
Any indication of a No		
Bankruptcy court d	petition:strict:	
Any motion(s) to op		
Motion acted on? _	No Ye	es
If Motion acted on:		n (date)
Law days extended To what date(s):	No Ye	es
	No Ye	
Any indication of ar	appeal? No	Yes
Date appeal	filed:	

20. If condominium association lien foreclosure:

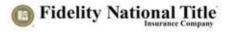
	Amount of plaintff's debt: \$ Amount found to be prior to mortgage: \$
21.	If mechanic's lien foreclosure:
	Any allegation (in complaint) or indication (in sheriff's return) of recording and service of lis pendens? No Yes
	Lis pendens served on defendant(s)
22.	Comments/Concerns:

### **Connecticut Real Property Liens: Expirations and Statutes of Limitation**

NATURE OF LIEN	DURATION	C.G.S. REFERENCE
Attachment	15 years unless Judgment Lien	Sec. 52-327; 52-328(b)
	is recorded within 4 months	
	of final judgment	
Building Code/C.O.	6 years	Sec. 29-265
Broker's Lien	1 year	Sec. 20-325a
Condo Assessment Lien	2 years	Sec. 47-258(e)
Demolition Lien	Unlimited	Sec. 49-73b
Federal Tax Liens	10 years and 30 days from	(26 USC Sec. 6321, 6323,
	assessment date, unless	6325)
	refiled	Sec. 49-32a
Financing Statements	5 years from recording date	Sec. 42a-9-403(2) and (6)
Judgment Lien (other than	20 years unless Lis Pendens is	Sec. 52-380a(c)
Small Claims Court)	recorded	
Judgment Lien – Small Claims	10/15 years	Sec. 52-598
Lis Pendens	15 years unless re-recorded	Sec. 52-325e
Mechanic's Liens	1 year, unless Lis Pendens is	Sec. 49-39
	recorded	
	*Warning: See CT Standards	
	of Title Sec. 17.1 regarding 10	
	year period follow up	
Mortgages	20 years after maturity date,	Sec. 49-13a
	or 40 years after recording if	
	no maturity date with	
	Affidavit	
Municipal Tax Liens	15 years from due date,	Sec. 12-174, 175
	unless Lis Pendens is recorded	
Probate Court Fee Lien	Unlimited	P.A. 15-5 (June Special
		Session)
Purchaser's Lien	2 years after recording	Sec. 49-92c
State Income and Business	Unlimited	Sec. 12-235, 12-734
Tax Lien		
State Estate Tax Lien	Unlimited until paid	Sec. 12-398
State Succession Tax Lien	Unlimited until paid	Sec. 12-366
State Financial Assistance Lien	Unlimited	Sec. 17b-79
Water and Sewer Use Liens	15 years	Sec. 7-254, 7-258







#### **CHAPTER X**

#### DESCRIPTIONS

#### STANDARD 10.1

\* \* \* \* \*

### WHEN DEFICIENT DESCRIPTIONS IMPAIR MARKETABILITY

Errors, irregularities and deficiencies in property descriptions in the chain of title do not impair marketability unless, after all circumstances of record are taken into account, a substantial uncertainty exists as to the land which was conveyed or intended to be conveyed, or the description falls beneath the minimal requirement of sufficiency and definiteness which is essential to an effective conveyance. Lapse of time, subsequent conveyances, the patent or typographical nature of errors or omissions, accepted rules of construction, and other considerations should be relied upon to approve marginally sufficient or questionable descriptions.

- Comment 1. A deed must contain, directly or by reference, a description of the land sought to be conveyed. The absence of such description, or the setting forth of a description which is so vague and uncertain as to render it impossible to identify the property, renders the deed ineffective. A description, though it need not in and by itself identify the property, should at least be the instrument by which identification is possible. See Sachman on The Law of Titles § 3.3. It is reasonable to rely upon corrections or improved descriptions appearing in later conveyances and upon the passage of time in which difficulty has not arisen from the less than perfect description. All matters of record, such as adjoining descriptions, maps and surveys on file and the land owned by the grantor, can be means of explanation for the problem description. Unfiled and unrecorded maps, however, and surveys are of no value in resolving the problem.
- Comment 2. Certain rules of construction can be useful in reconciling ambiguous or indefinite descriptions. "It is well settled as a rule the construction of deeds that where the boundaries of land are described by known and fixed monuments which are definite and certain, the monuments will prevail over courses and distances." Koennicke v. Maiorano, 43 Conn. App. 1 (1996) and cases cited therein. "When a deed contains multiple descriptions that appear to be inconsistent and irreconcilable, the rule is that the description containing less certainty must yield to that with greater certainty." Mt. Maumee Partnership v. Peet, 40 Conn. App. 752 (1996); Barri v. Schwarz Bros. Co., 93 Conn. 501 (1919). Typographical

mistakes and similar apparent errors and omissions are regularly held not to detract from the clear intent of the instrument. A title examiner should so consider them.

- Comment 3. Where the description is patently so inaccurate as to make it impossible to identify the land conveyed, the deed will be void and parol evidence is not in that case admissible to aid the description. See Thompson on Real Property § 3026.
- Example A deed purporting to convey part of a larger tract without any identification as to what portion of the larger tract is intended, e.g., "a 40 acre parcel out of my 100 acre tract on Jones Hill Road" is patently ambiguous and cannot be aided by parol evidence.
- Comment 4. Extrinsic evidence is generally admissible to explain an uncertainty or latent ambiguity existing in a deed description so as to make the description apply to the parcel intended to be conveyed, and give effect to the deed. See *Benedict* v. *Gaylord*, 11 Conn. 332 (1836). Parol evidence is not admissible to contradict or vary a description which is definite and certain.
- Example A deed description such as "my residence" or "my property on Spring Street" may be clarified by parol evidence to establish the fact that the grantor owned at the time only one parcel of land on the designated street, thereby saving the description from being declared void for uncertainty. See *Hodges* v. *Kowing*, 58 Conn. 12 (1889).
- Comment 5. The Statutory Affidavit (§ 47-12a) can, on occasion, be utilized to resolve description problems. See Standard 12.1 for a discussion of the scope, effect, requirements and limitations concerning the proper use of such affidavits.

### Title Search Report Issued by: Fidelity National Title Insurance Company

The attached Title Search Report is issued for the use of agent listed, a policy issuing agent for Fidelity National Title Insurance Company, herein 'agent', and is to be used only by agent in the determination of the insurability of title to the property described herein in conjunction with the issuance of Fidelity National Title Insurance Company commitments, policies and endorsements. Use of the attached Title Search Report for any other purpose is not authorized. The attached Title Search Report may not be relied upon by any other party nor may it be relied upon for any other purpose. No liability is assumed by Fidelity National Title Insurance Company for any unauthorized use or reliance. This Title Search Report does not insure or guarantee the validity or sufficiency of any documents attached, nor is it to be considered a title insurance commitment and/or title insurance policy. Any liability under the attached Title Search Report is limited to the liability under the Fidelity National Title Insurance Company policy or policies issued pursuant to this Title Search Report.

The Agent who reviews this Title Search Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by Fidelity National Title Insurance Company. The Agent is responsible for obtaining appropriate updates or continuations of this Title Search Report prior to the issuance of any commitment or policy in accordance with Fidelity National Title Insurance Company guidelines and prudent underwriting practices. The Agent is responsible for any errors, omissions, defects, liens, encumbrances or adverse matters not shown by this Title Search Report but known to or discovered by the Agent prior to the issuance of a Fidelity National Title Insurance Company policy or endorsement.



### Fidelity National Title Insurance Company TITLE SEARCH REPORT

Connecticut Fidelity Test CompanyZZZ 2 Corporate Drive Shelton, CT 11111 Phone: 111-111-1111

Effective Date and Time: March 15, 2015 at 8:00 AM

1. Policy or Policies to be Issued:

Policy to be Issued: ALTA Owners 2006

Proposed Insured: John Jones Amount of Insurance: \$55,000.00

- 2. The estate or interest in the land described or referred to in this Report and covered herein is: Fee Simple
- 3. Title to the estate or interest in the land described or referred to in this report is at the Effective Date hereof vested in:

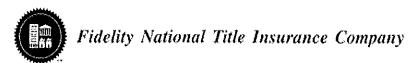
#### Samantha Smith and Marshall Smith

4. The land referred to in this Title Search Report is described in the Legal Description, attached hereto and made a part hereof.

For Information Purposes Only:

150 Maple Avenue Avon, CT





### Fidelity National Title Insurance Company TITLE SEARCH REPORT

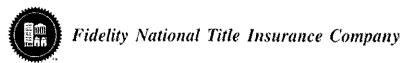
#### LEGAL DESCRIPTION

All that certain real property situated in the Town of Avon and County of Hartford and State of Connecticut, being more particularly bounded and described as follows:

A parcel of land as shown as Parcel "D" on a map or plan entitled "Boundary Survey - Property of Rufus Steiger, prepared for Stephen D. Williams, Avon, Connecticut" prepared by David R. Garrott, Land Surveyor, Vernon, Connecticut Date 8-27-88, on file in the office of the Avon Town Clerk as Map 4657.

### Fidelity National Title Insurance Company TITLE SEARCH REPORT REQUIREMENTS

- 1. Payment of the full consideration to, or for the account of, the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- 2. Payment of all premiums and charges for the policy.
- 3. The Company's receipt of written notification of anyone not referred to in this Report who will obtain an estate or interest in the land or make a mortgage thereon.
- 4. Instrument(s) creating the estate or interest to be insured must be approved, executed and duly recorded.
- All outstanding real estate taxes, water, sewer and other municipal assessments and charges to be paid at or prior to closing.
- 6. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the Amount of Insurance in said policy. Until the Amount of Insurance of the policy to be issued is determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Report and every person relying on this Commitment, the Company cannot be required to approve any such valuation in excess of \$1,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.
- 7. Duly executed Title/Owner's Affidavit.
- 8. Entity Documentation:
  - A. If title is held by an LLC, the Company requires for its review a satisfactory copy of the "Articles of Organization", the Operating Agreement and the regulations of the limited liability company, any amendments thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.
  - B. If title is held by a corporation, the Company requires satisfactory evidence of the authority of the corporation to sell/mortgage the land, including:
    - A properly authenticated Certificate of Incorporation, along with a Resolution of the managing directors authorizing the conveyance/mortgage to be insured and authorizing a managing director to execute the deed/mortgage, is required;
    - 2) If the deed/mortgage is to be executed by an attorney-in-fact, then a duly executed Power of Attorney in form for recording must be produced and recorded with proof from the managing directors stating the said Power of Attorney is valid and binding and duly authorized and
    - 3) Certificate of Good Standing.
  - C. If title is held by a trustee, the Company requires proof of power to sell satisfactory to Company.
  - D. If title is held by an executor or administrator, the Company requires proof of power to sell satisfactory to Company and a certificate from Probate or the IRS that no succession taxes are due.
- 9. If the land is a Common Interest Community:
  - a) All common interest community fees should be current;
  - b) A statement from the organization of unit owners setting forth the amount of unpaid common expenses and any other sums which have been assessed against a unit owner;
  - c) A waiver of any right of first refusal must be duly recorded.
- 10. Note: Notwithstanding anything to the contrary in this Report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, then all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
- 11. If a Zoning Endorsement with or without parking is required, any of the following must be submitted to the Company prior to closing:
  - a) a Zoning Compliance Letter signed by the Town of the Zoning Officer; or
  - b) a Zoning Opinion Letter from an attorney; or



### Fidelity National Title Insurance Company TITLESEARCH REPORT REQUIREMENTS (Continued)

- c) a Zoning and Site Requirements Summary prepared by the Planning & Zoning Resource Corporation or any other similar company acceptable to the Company.
- d) a current survey depicting the number of parking spaces on the premises must be submitted prior to closing. Either of Items a), b) or c) above must state:
  - 1) The zone in which the property is located;
- 2) The current use, and that that use is permitted in that zone (either by itself or by virtue of a special use permit, etc.)
- 3) That there are no violations.

### Fidelity National Title Insurance Company TITLE SEARCH REPORT EXCEPTIONS

- Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report.
- 2. Rights of the present tenants, lessees or parties in possession not shown by the public records.
- 3. Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and 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. Paragraph 2 (c) of the Covered Risks is hereby deleted in its entirety.
- Real estate taxes to the Town of Avon on the List of October 1, 2014, in the total amount of \$1900.00. First half paid, second half due January 1, 2015.
  - Real estate taxes to the Town of Avon on the List of October 1, 2015 not yet due and payable.
- 6. Mortgage from Samantha Smith and Marshall Smith to United Bank and Trust Company in the original principal amount of 45,000, dated September 15, 2004 and recorded in Volume 693 at Page 421 of the Avon Land Records.
- Pole Line Easement from Joe Developer to The Connecticut Light and Power Company dated January 15, 1987 and recorded on January 15, 1987 in Volume 443 at Page 21 of the Avon Land Records.

#### **Fidelity National Title Insurance Company ALTA COMMITMENT FOR TITLE INSURANCE (6/17/06)**

Connecticut Fidelity Test CompanyZZZ 2 Corporate Drive Shelton, CT 11111 Phone: 111-111-1111

#### SCHEDULE A

Effective Date and Time: 03/15/2015 at 8:00 AM

1. Policy or Policies to be Issued:

Policy to be Issued: ALTA Owners 2006

Proposed Insured: John Jones Amount of Insurance: \$55,000.00

- 2. The estate or interest in the land described or referred to in this Commitment is: Fee Simple
- Title to the estate or interest in the land at the Effective Date vested in:

#### Samantha Smith and Marshall Smith

The land referred to in this Commitment is described as follows. See attached Exhibit "A"

For Information Purposes Only:

150 Maple Avenue Avon, CT



This Commitment is invalid unless a signed Commitment Jacket and Schedules A and B are attached.



### Fidelity National Title Insurance Company ALTA COMMITMENT FOR TITLE INSURANCE (6/17/06)

#### SCHEDULE B I

#### **REQUIREMENTS**

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Land Title Insurance Commitment (2006) front cover form (the "Form") and is subject to the Conditions stated therein. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment is solely for the benefit of the Company. The sole liability of Company and its agent shall arise under and be governed by the Commitment and/or Policy subsequently issued. If this copy of the Commitment is not accompanied by the Form, a copy of the Form may be obtained from this Company upon request.

PLEASE BE ADVISED THAT A CONTINUATION SEARCH WILL BE MADE AT THE TIME OF CLOSING TO UPDATE THE EFFECTIVE DATE OF THE COMMITMENT AND THAT THE EARLIER EFFECTIVE DATE SHOWN AT THE BEGINNING OF THIS COMMITMENT WILL NOT AFFECT THE DATE OF COVERAGE OF THE POLICY. THE DATE OF THE POLICY WILL BE THE DATE OF RECORDING OF THE INSURED INSTRUMENT AND WILL COVER THE GAP BETWEEN THE LAST DATE COVERED BY THE OFFICIAL RECORD AT THE TIME OF CLOSING AND THE DATE OF RECORDING.

The following requirements must be complied with prior to the policy or policies being issued:

- Payment of the full consideration to, or for the account of, the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Payment of all premiums and charges for the policy.
- The Company's receipt of written notification of anyone not referred to in this Report who will obtain an estate or interest in the land or make a mortgage thereon.
- 4. Instrument(s) creating the estate or interest to be insured must be approved, executed and duly recorded.
- All outstanding real estate taxes, water, sewer and other municipal assessments and charges to be paid at or prior to closing.
- 6. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the Amount of Insurance in said policy. Until the Amount of Insurance of the policy to be issued is determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Report and every person relying on this Commitment, the Company cannot be required to approve any such valuation in excess of \$1.000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.
- Duly executed Title/Owner's Affidavit.
- 8. Entity Documentation:
  - A. If title is held by an LLC, the Company requires for its review a satisfactory copy of the "Articles of Organization", the Operating Agreement and the regulations of the limited liability company, any amendments thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.
  - B. If title is held by a corporation, the Company requires satisfactory evidence of the authority of the corporation to sell/mortgage the land, including:
    - 1) A properly authenticated Certificate of Incorporation, along with a Resolution of the managing directors authorizing the conveyance/mortgage to be insured and authorizing a managing director to execute the deed/mortgage, is required:
    - 2) If the deed/mortgage is to be executed by an attorney-in-fact, then a duly executed Power of Attorney in form for recording must be produced and recorded with proof from the managing directors stating the said Power of Attorney is valid and binding and duly authorized and
    - 3) Certificate of Good Standing.
  - C. If title is held by a trustee, the Company requires proof of power to sell satisfactory to Company.



### Fidelity National Title Insurance Company ALTA COMMITMENT FOR TITLE INSURANCE (6/17/06)

#### SCHEDULE B I (Continued)

- D. If title is held by an executor or administrator, the Company requires proof of power to sell satisfactory to Company and a certificate from Probate or the IRS that no succession taxes are due.
- 9. If the land is a Common Interest Community:
  - a) All common interest community fees should be current;
  - b) A statement from the organization of unit owners setting forth the amount of unpaid common expenses and any other sums which have been assessed against a unit owner;
  - c) A waiver of any right of first refusal must be duly recorded.
- 10. Note: Notwithstanding anything to the contrary in this Report, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Report. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, then all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
- 11. If a Zoning Endorsement with or without parking is required, any of the following must be submitted to the Company prior to closing:
  - a) a Zoning Compliance Letter signed by the Town of the Zoning Officer; or
  - b) a Zoning Opinion Letter from an attorney; or
  - c) a Zoning and Site Requirements Summary prepared by the Planning & Zoning Resource Corporation or any other similar company acceptable to the Company.
  - d) a current survey depicting the number of parking spaces on the premises must be submitted prior to closing. Either of Items a), b) or c) above must state:
    - 1) The zone in which the property is located;
  - 2) The current use, and that that use is permitted in that zone (either by itself or by virtue of a special use permit, etc.)
  - 3) That there are no violations.



### Fidelity National Title Insurance Company ALTA COMMITMENT FOR TITLE INSURANCE (6/17/06)

#### SCHEDULE B II

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

- 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 hereof but prior to the date of the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report.
- 2. Rights of the present tenants, lessees or parties in possession not shown by the public records.
- Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and 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. Paragraph 2 (c) of the Covered Risks is hereby deleted in its entirety.
- Real estate taxes to the Town of Avon on the List of October 1, 2014, in the total amount of \$1900.00. First half paid, second half due January 1, 2015.
  - Real estate taxes to the Town of Avon on the List of October 1, 2015 not yet due and payable.
- 6. Mortgage from Samantha Smith and Marshall Smith to United Bank and Trust Company in the original principal amount of 45,000, dated September 15, 2004 and recorded in Volume 693 at Page 421 of the Avon Land Records.
- 7. Pole Line Easement from Joe Developer to The Connecticut Light and Power Company dated January 15, 1987 and recorded on January 15, 1987 in Volume 443 at Page 21 of the Avon Land Records.

#### NOTES:

Any covenant, condition or restriction based on race, religion, color, sex, handicap, familial status or national origin is omitted unless, and only to the extent that, the restriction is not in violation of a state or federal law or relates to a handicap but does not discriminate against handicapped people.

The Company assumes no liability hereunder or under any policy issued pursuant hereto, any closing instructions or insured closing service for compliance with the requirements of any consumer credit protection or truth in lending law.

Governmental regulations, including, but not limited to, wetlands, subdivision, building and zoning regulations, are excluded from policy coverage.

The coverage provided by this Commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges billed by the Company in connection with this Commitment and/or such policy have been fully paid.

The Company may have additional requirements or make additional exceptions as maybe appropriate after additional disclosures are made.



### Fidelity National Title Insurance Company ALTA COMMITMENT FOR TITLE INSURANCE (6/17/06)

#### **EXHIBIT "A"**

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

All that certain real property situated in the Town of Avon and County of Hartford and State of Connecticut, being more particularly bounded and described as follows:

A parcel of land as shown as Parcel "D" on a map or plan entitled "Boundary Survey - Property of Rufus Steiger, prepared for Stephen D. Williams, Avon, Connecticut" prepared by David R. Garrott, Land Surveyor, Vernon, Connecticut Date 8-27-88, on file in the office of the Avon Town Clerk as Map 4657.





### Fidelity National Title Insurance Company ALTA OWNERS POLICY OF TITLE INSURANCE (6/17/06) SCHEDULE A

Name and Address of Title Insurance Company:
Fidelity National The distrance Company
PO Box 4 1223
Jacksonville FL 8223 502

Policy No.:

File Number: 5703513

Date of Policy: March 15, 2016

Amount of Insurance: \$55,000.00

1. Name of Insured:

John Jones

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

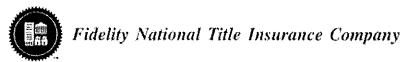
- 3. Title is vested in: John Jones
- 4. The Land referred to in this policy is described as follows:

Property Address (For Information Purposes Only): 150 Maple Avenue Avon, CT

and described on Exhibit "A" attached hereto and made a part hereof.







### Fidelity National Title Insurance Company ALTA OWNERS POLICY OF TITLE INSURANCE (6/17/06)

Policy No.:

FILE NUMBER
5703513

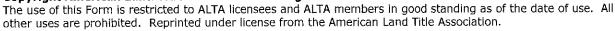


#### **LEGAL DESCRIPTION**

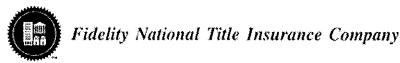
#### **EXHIBIT "A"**

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A parcel of land as shown as Parcel "D" on a map or plan entitled "Boundary Survey - Property of Rufus Steiger, prepared for Stephen D. Williams, Avon, Connecticut" prepared by David R. Garrott, Land Surveyor, Vernon, Connecticut Date 8-27-88, on file in the office of the Avon Town Clerk as Map 4657.







### Fidelity National Title Insurance Company ALTA OWNERS POLICY OF TITLE INSURANCE (6/17/06)

Policy No.:

FILE NUMBER 5703513



#### SCHEDULE B PART I

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

- 1. Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 2. 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. Paragraph 2 (c) of the Covered Risks is hereby deleted in its entirety.
- 3. Real estate taxes to the Town of Avon on the List of October 1, 2014, in the total amount of \$1900.00. First half paid, second half due January 1, 2015.
  - Real estate taxes to the Town of Avon on the List of October 1, 2015 not yet due and payable.
- 4. Pole Line Easement from Joe Developer to The Connecticut Light and Power Company dated January 15, 1987 and recorded on January 15, 1987 in Volume 443 at Page 21 of the Avon Land Records.

There is added after any Special Exception appearing in this Schedule B relative to covenants, conditions and restrictions, the following: "...but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable, state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law."



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# THE TITLE SEARCH: WHAT YOU NEED TO KNOW

March 23, 2016

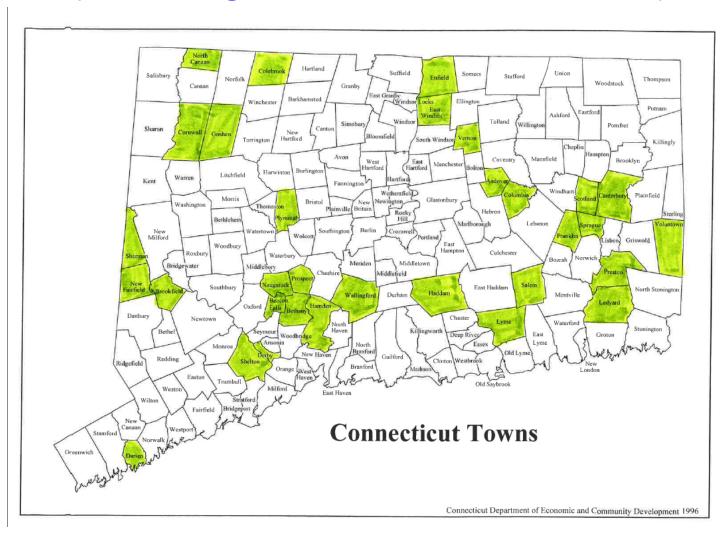


Barbara C. Smith Branch Counsel/Commercial Title Examiner Chicago Title, Fidelity Title and Commonwealth Land Title Insurance

### TOPICS TO BE COVERED

- ONLINE REMOTE TITLE SEARCHING
- WHAT CAN BE DONE ONLINE
- HOW TO PERFORM AN ONLINE TITLE SEARCH
- DANGERS OF ONLINE TITLE SEARCHES
- Town Clerk Portal (Cott Systems):
- https://connecticut-townclerksrecords.com/User/Login.aspx?ReturnUrl=%2fIndex.aspx
- Connecticut Land Records:
- https://www.uslandrecords.com/ctlr/
- IQS:
- http://www.searchiqs.com/

## 138 TOWNS ONLINE – AND COUNTING! (Towns in green have no online access.)

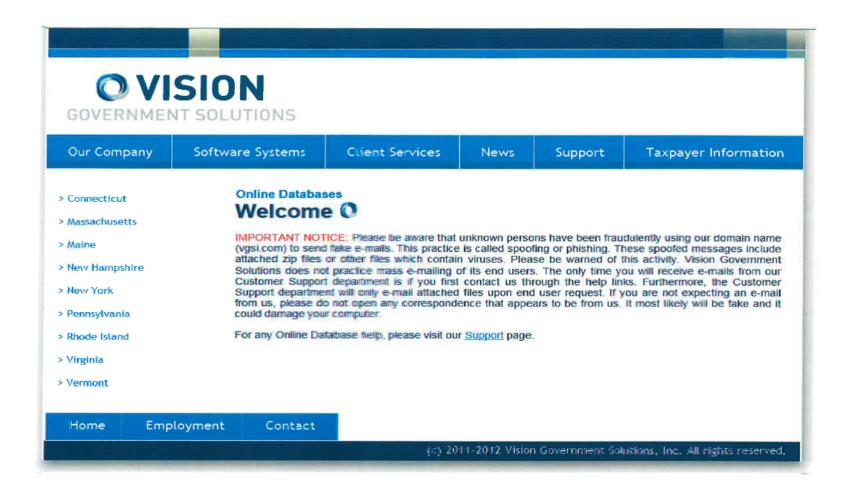


## What does this mean for you?



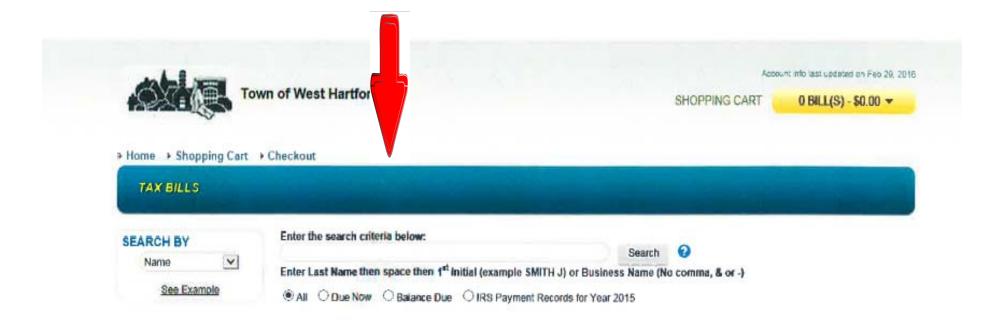
- Quick access to recorded documents
- Rundown property immediately before closing
- Get missing copies for lender/buyer
- One or two owners rundowns (in some cases)
- Very rarely: perform full title search

## ONLINE ASSESSOR'S OFFICE



### ONLINE TAX COLLECTOR'S OFFICE

Some towns also have water/sewer data here



## LARGEST ONLINE WEBSITE IN CONNECTICUT, CURRENTLY 72 TOWNS (Cott Systems)

#### Welcome to the

#### **Connecticut Town Clerks Portal**

Town Clerks have office hours...the Connecticut Town Clerks Portal is open 24/7. Here you can get access to indexed information and images for land records and other recorded information maintained by the Town Clerk's office without traveling to each Town Clerk's office.

In partnership with participating Town Clerk offices, Cott Systems is proud to launch the new Connecticut Town Clerks Portal, a new era in land & indexed records searching. Since the Clerk's offices are powered by Cott Systems, our unique and powerful integration brings you timely and reliable information, often within minutes of recording. All information found in the portal is linked directly to each Town Clerk's recording system powered by Cott Systems Inc., including the hosting and management of this portal.

As a subscriber, you get unlimited access to ALL participating towns under one simple subscription plan. (See Listing of Images Available by Town below)

#### **Available Subscriptions:**

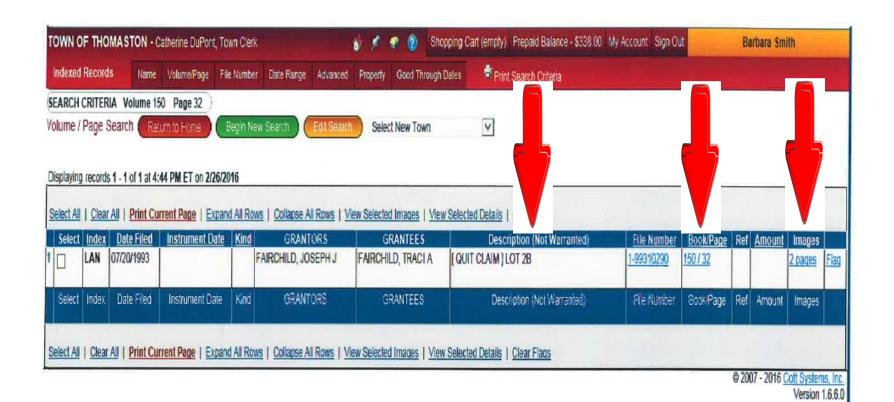
Subscriptions	Subscription Fees	Image Fees	Transaction Fees
Daily (24 Hour Access)	\$7.50	\$ 1.00 per page	5% Service Fee
Unlimited Access to Index & Images		To Remove Watermark and Print/Download	When using PayPal
Monthly (30 Days) Unlimited Access to Index & Images	\$35.00	\$ 1.00 per page To Remove Watermark and Print/Download	5% Service Fee When using PayPal
6 Months (180 Days) Unlimited Access to Index & Images	\$175.00	\$ 1.00 per page To Remove Watermark and Print/Download	5% Service Fee When using PayPal
1 Year (365 Days) Unlimited Access to Index & Images	\$325.00	\$ 1.00 per page To Remove Watermark and Print/Download	5% Service Fee When using PayPal
Guest Access Index Search Only – No Images	Free	No Images Available	Not Applicable

Images Available by Town: Dates represent Storting Dates of Images to Current Date, with exceptions noting specific Ending Dates

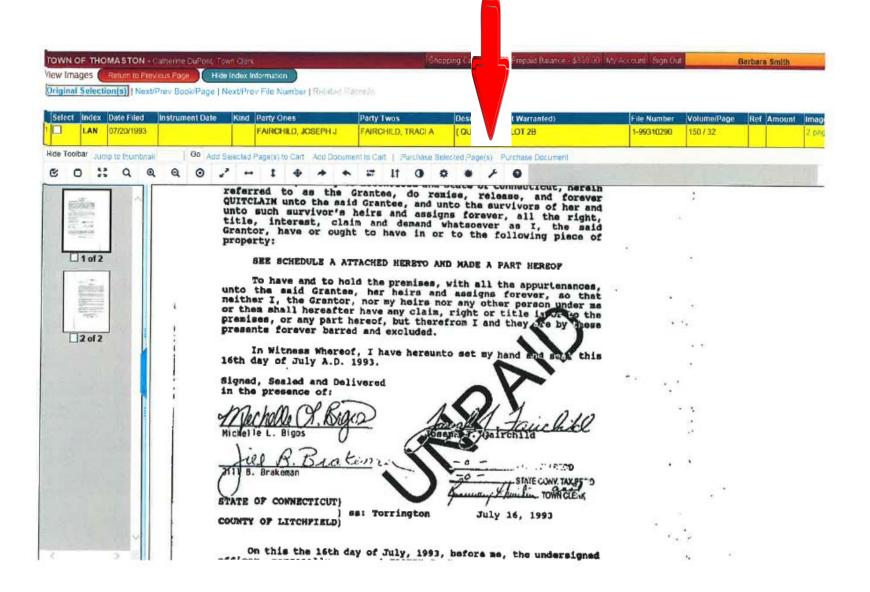
## VOLUME/PAGE TAB



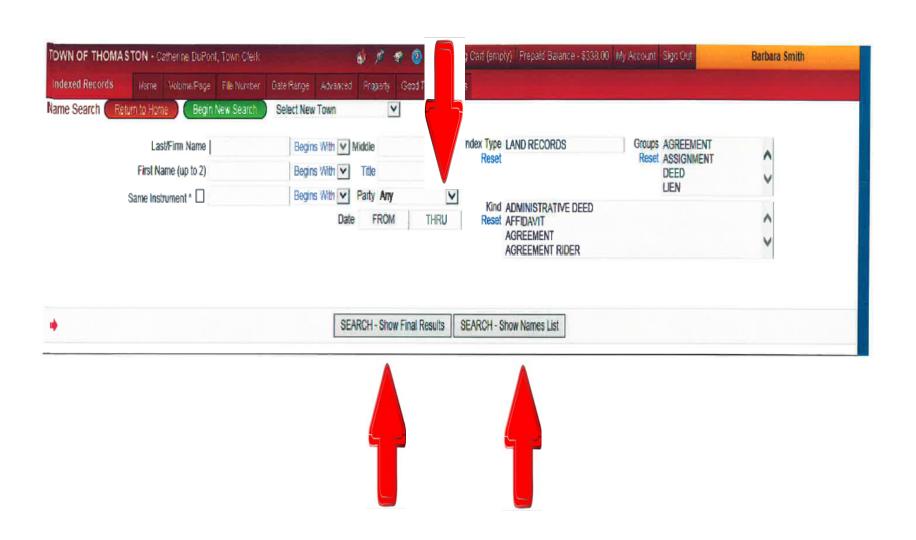
## 150/32; SEARCH



#### **DOCUMENT VIEW**



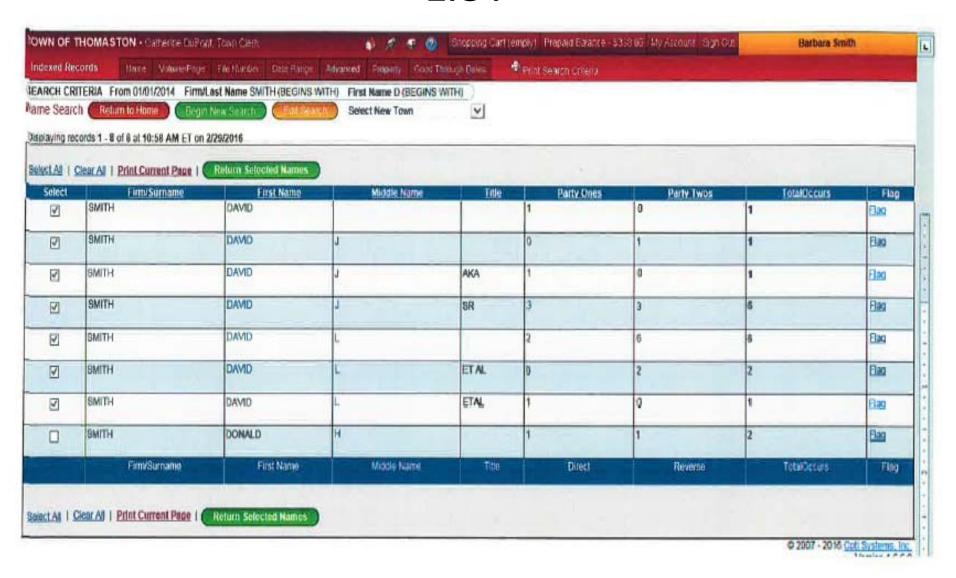
### NAME SEARCH: DAVID SMITH



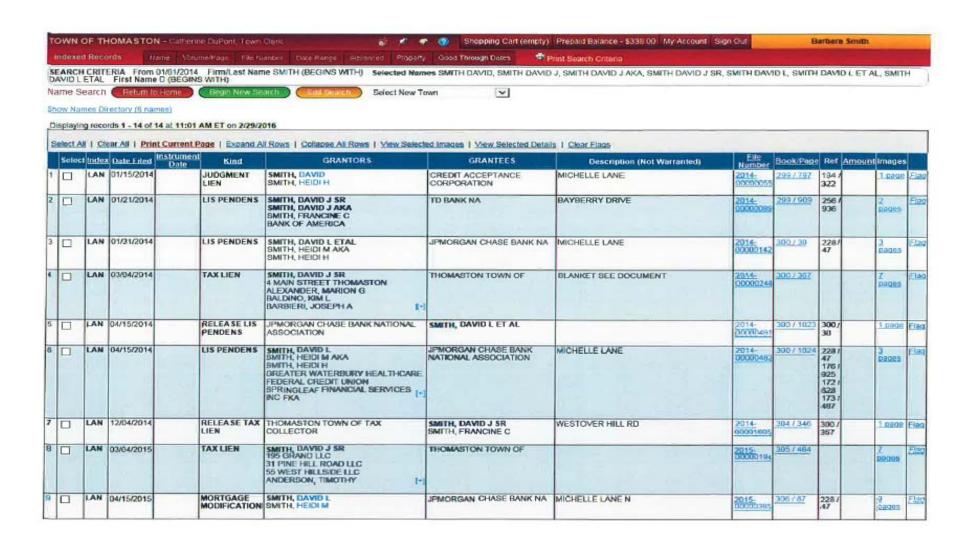
## RESULTS OF "SEARCH-SHOW FINAL RESULTS"...**TMI!**

	6.3			LIEN	SMITH, HEIDI H	CORPORATION		00000055		322		
2		LAN	01/21/2014	LIS PENDENS	SMITH, DAVID J SR SMITH, DAVID J AKA SMITH, FRANCINE C BANK OF AMERICA	TD BANK NA	BAYBERRY DRIVE	2014- 000000092	2997.909	256/ 936	2 19988	Etao
3		LAN	01/31/2014	LIS PENDENS	SMITH, DAVID L ETAL SMITH, HEIDI M AKA SMITH, HEIDI H	JPMORGAN CHASE BANK NA	MICHELLE LANE	2014- 90090142	300 / 30	228/ 47	3 pages	Elao
		LAN	03/04/2014	TAX LIEN	SMITH, DAVID J SR 4 MAIN STREET THOMASTON ALEXANDER, MARION G BALDINO, KIM L BARBIERI, JOSEPH A (+)	THOMASTON TOWN OF	BLANKET SEE DOCUMENT	2014: 000000248	200 / 367		Z	Flag
		LAN	04/15/2014	RELEASE LIS PENDENS	JPMORGAN CHASE BANK NATIONAL ASSOCIATION	SMITH, DAVID L ET AL		2014- 00000461	300 / 1023	300/ 30	1 page	Flag
		LAN	04/15/2014	LIS PENDENS	SMITH, DAVID L SMITH, HEIDI M AKA SMITH, HEIDI M GREATER WATERBURY HEALTHCARE FEDERAL CREDIT UNION SPRINGLEAF FIMANCIAL SERVICES [*]	JPMORGAN CHASE BANK NATIONAL ASSOCIATION	MICHELLE LANE	2014- 00000482	300 / 1024	228 / 47 176 / 925 172 / 528 173 / 487	3 Discens	Elaq
	0	LAN	05/06/2014	SEWER LIEN	SMITH, DONALD H PANASCI, BETTY A CREECH, PAUL D PATRIZI, CARLA M PAUL JOSEPH M	THOMASTON TOWN OF		2014- 90000596	301 / 201		15 pages	Elaq
		LAN	08/05/2014	RELEASE SEWER USE LIEM	THOMASTON TOWN OF	SMITH, DONALD H SMITH, LINDA M PRETTY, JAMES A		2014- 00001079	302/610	301/ 201	1 page	Flaq
		LAN	12/04/2014	RELEASE TAX	THOMASTON TOWN OF TAX COLLECTOR	SMITH, DAVID J SR SMITH, FRANCINE C	WESTOVER HILL RD	2014- 00001805	304 / 346	300 / 367	1.0000	Elao
		LAN	03/04/2015	TAX LIEN	SMITH, DAVID J SR 195 GRAND LLC 31 PINE HILL ROAD LLC 55 WEST HILLSIDE LLC ANDERSON, TIMOTHY [4]	THOMASTON TOWN OF		2015- 00000194	305 / 484		Z	Elag
1	0	LAN	04/15/2015	MORTGAGE MODIFICATION	SMITH, DAVID L SMITH, HEED M	JPMORGAN CHASE BANK NA	MICHELLE LANE N	2015 <del>-</del> 00000385	306/87	228 <i>1</i> 47	2 08065	Flag
2	0	LAN	04/17/2015	RELEASE SEWER LIEN	THOMASTON TOWN OF	SMITH, DAVID L SMITH, DAVID L SMITH, DAVID L SMITH, DAVID L SMITH, DAVID L SMITH, DAVID L		2015- 000007307	3067.125		2 pages	Elaq.

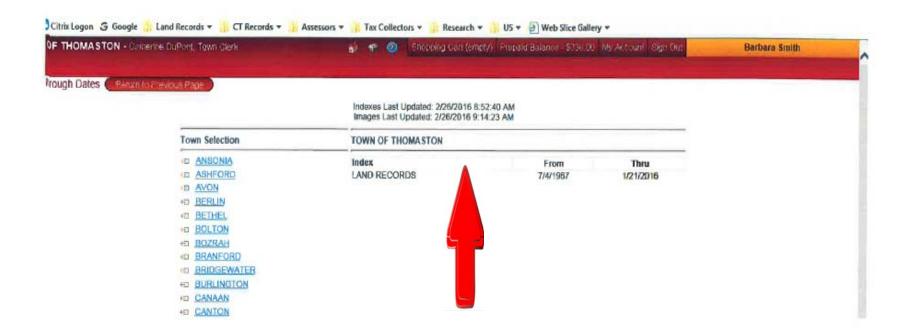
## RESULTS: "SEARCH – SHOW NAMES LIST"



#### RESULTS OF NARROWING SEARCH



## "GOOD THRU" DATES



### **CURRENTLY 36 TOWNS**







Nome | Select Registry | Help | Support | About the Registry | Register | Logic

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#### SAGE FROM THE NORTH STONINGTON TOWN CLERK

The Town Clerk's Office preserves and protects town records and provides a wide range of services to the public in a professional and courteque manner.

This on-line service has been added for your convenience. The on-line indices to the North Stonington Land Records are certified from March 8, 1974. New recordings will be added and kept up to date as quickly as possible. Document images are available from November 2000. Be sure to check the certification dates when searching these records.

#### Pay-Per Access Service

The index search will be free of charge. To view any image you will be charged at the rate of \$2.00 per page for all the pages of the document. You will be able to see the number of pages on the results screen before viewing the document. While viewing the document, you can print one page or multiple pages for no additional charge. To become a pay-ner access user simply fill out the registration form, choose a Member ID and Password for future visits.

#### Certified Copy of a Document

Please contact or visit the town clerk's office for a certified copy of a document.

#### Quick Document Viewer

Using the Quick Document Viewer you will be able to view any image from our extensive database in .PNG format. These PNG images are lower quality for faster access and do not require a plug-in to be installed on your computer. To view any image you will be charged for the entire document at the rate of \$2 per page. You will be able to see the number of pages on the results screen before viewing the document. While viewing the document, you can print one page or multiple pages for no additional charge. This viewer is not recommended for printing documents, but it is available. For better results use the High Quality/Printable Viewer.

#### High Quality/Printable Viewer

Using the high Quality/Printable Viewer will give you best results. The image is provided in .TIFF format. This will require installing a TIFF plug-in on your computer. The plug-in is available at no charge. Download instructions are provided on the Search Page. To view any image you will be charged for the entire document at the rate of \$2 per page. You will be able to see the number of pages on the results screen before viewing the document. While viewing the document, you can print one page or multiple pages for no additional charge. For a printout of the image, simply click the print button at the top of your browser window or the print button provided in the TIFF viewer.

#### **Download your Image Document**

For the Download option you may save a copy of the complete document to your local hard disk.

#### **Email your Image Document**

Using the email option will give you the ability to email the image document to your account email address.

#### DISCLAIMER

#### Regarding use of Online Public Records

The Town Clerk of the Town of North Stonington is pleased to offer online access to our Indexing System. Our users should be aware of several items.

1. While the Town Clerk's Office has attempted to preserve the accuracy of this online version, these records are not official and neither the Town of North Stonington nor the Town Clerk of the Town of North Stonington will be responsible for any inaccuracies that may be encountered when using this on-line version. Only those records and the indices that are maintained and physically located in the Town of North Stonington Town Clerk's office shall be referenced as the Official Public Records of Town of North Stonington.

2. By using this on-line version, every user hereof agrees to assume all responsibility a.) for the use of such on-line version and b.) for the reference to or reliance on any public records by such user, without physically visiting the Town of North Stonington Town Clerk's office and viewing those records and related indices in person to confirm the information contained therein. By using this on-line version, the user agrees that they do so at their own risk, and that in doing so they also agree to indemnify and hold harmless the Town of North Stonington, its employees and agents, the Town of North Stonington, and anyone involved in storing, retrieving, or displaying this information for any claims for damages, whether actual, incidental or consequential, allegedly sustained as a result of such usage.



Norma J. Holliday North Stonington Town Clerk

New Town Hall 40 Main Street North Stonington, CT 06359 Phone: 860-535-2877 x 21 Fax:

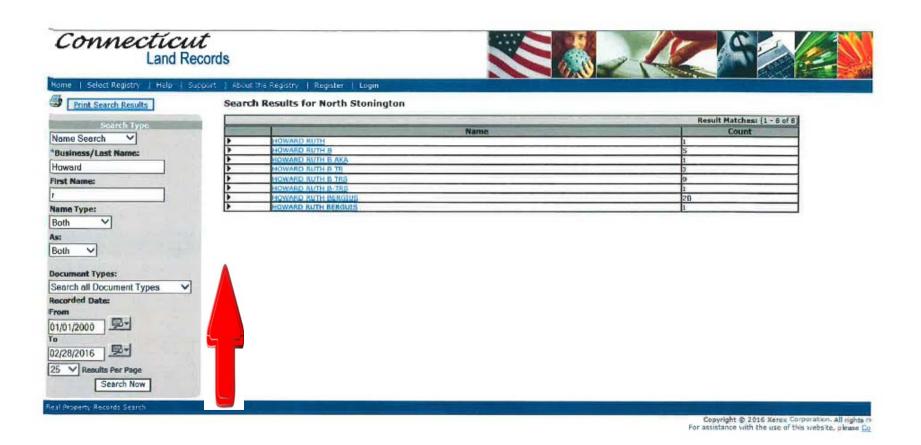
Hours of Operation: Monday - Friday 8:00 AM to 4:00 PM

E-mail: Town Clerk

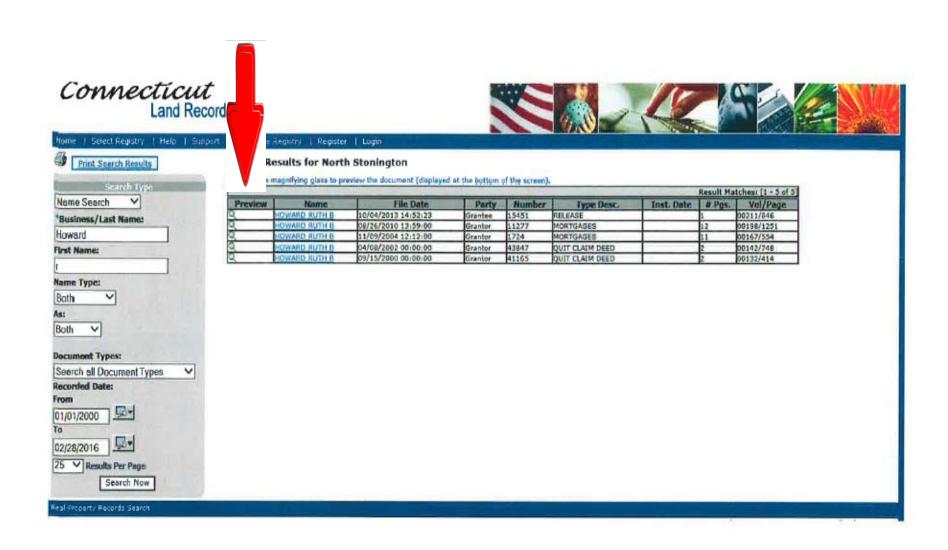
#### Search: Last name "Howard" from 01/01/2000



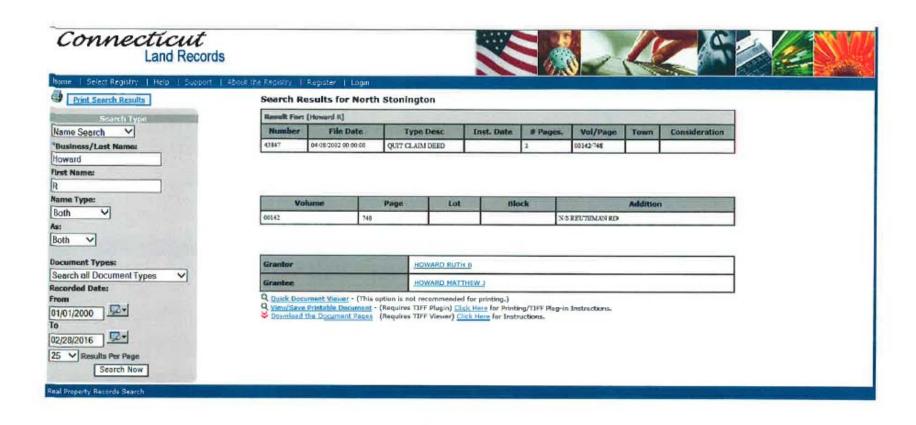
# Added "R" as first name. Each name must be examined!



## This is one of those listed.



## \$2 per page to view or print; entire document is included (cannot view single pages)

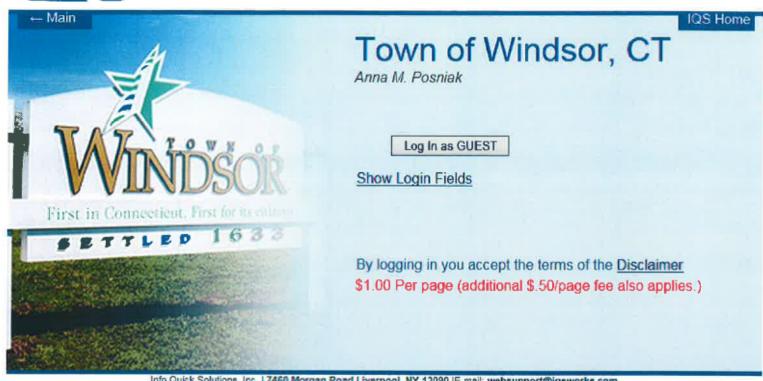


## IQS – 16 TOWNS



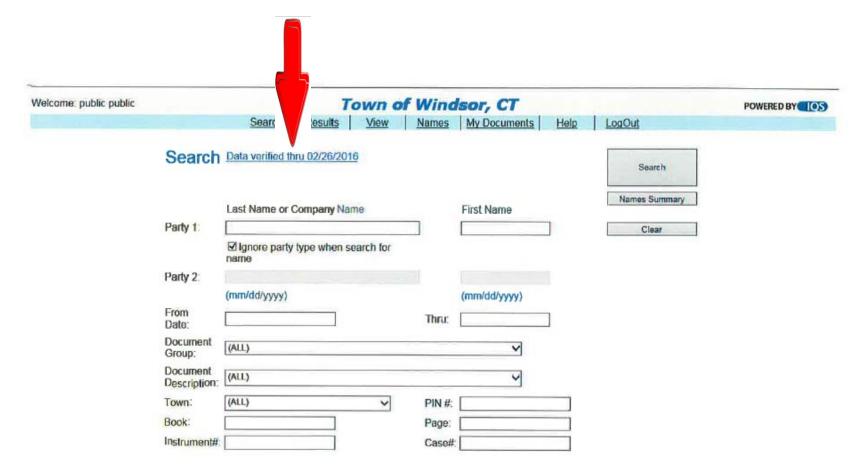
### **ALL TOWNS: LOG IN AS GUEST**



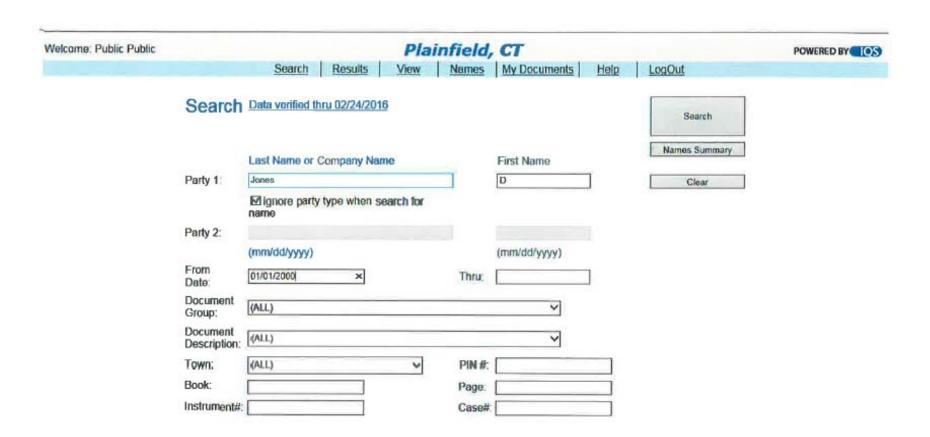


Info Quick Solutions, Inc. | 7460 Morgan Road Liverpool, NY 13090 | E-mail: websupport@igsworks.com

### **SEARCH PAGE**



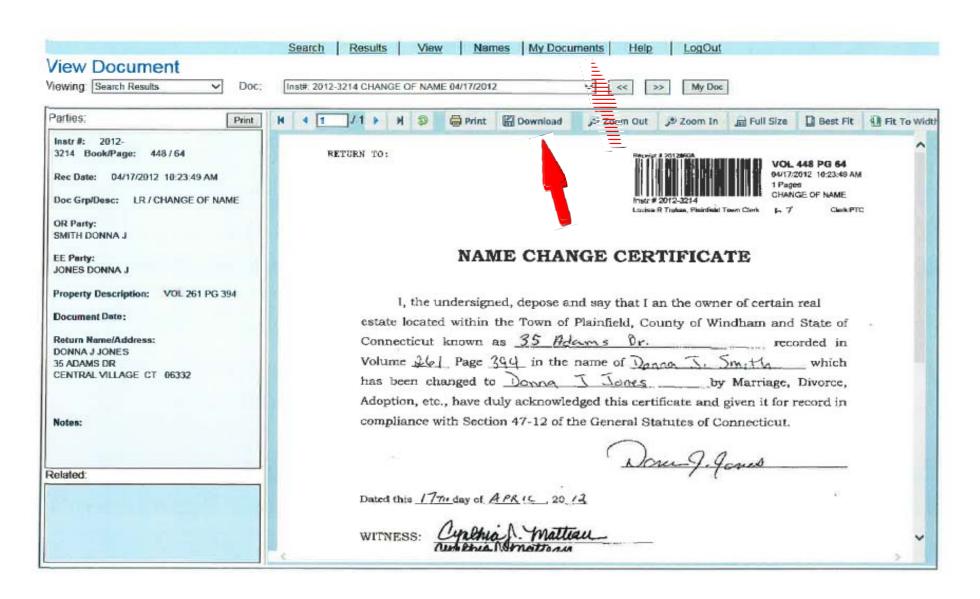
# SEARCH: DONNA JONES FROM 01/01/2000



## SEARCH RESULTS; VIEW DOCUMENT



## VIEW: CAN ADD TO "MY DOCUMENTS" OR DOWNLOAD IMMEDIATELY



## Fee \$1.50 per page



session rate. Contact spaid subscriptions. Ple	bblained either by paid subscription or by a per image per ales@igsworks.com or call 800-320-2617 for information on ase note that if you close your browser or navigate to islon will end and any unused printing credit will expire.
Billing Rate: Billing Amount.	1 Images @ \$1 50 //mage \$1.50
Full Name:	
Address Line 1:	
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Credit Card #:	
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sites for	Purchase Cancel

#### Towns on their own

- BRISTOL
- EASTON
- GLASTONBURY
- STAMFORD
- WEST HARTFORD
- Note: NORWICH-Requires subscription to view indices/images, but it can be purchased on a weekly basis.

#### DANGER ZONES

- Municipal liens indexed in separate books
- Maps/map indices not online
- Not able to image all documents in chain of title
- Foreclosures
- Probate
- Quirky town hall traditions

# Data entry issues: Use your imagination!

44 Lafayette Road, LLC

Look up:

44

forty

four

num 44

# Keep search parameters as open as possible: Rockville Orth

BERNICE K. DIXON VERNON TOWN CLERK	LETTE	INDEX REPORT ETTER: R		
INSTR.SURNAME NUMBER GRANTOR	GRANTEE	• BOOK	3	
	BENEVOLENT AND PROTECTIVE ORDER OF FERENCE DATA	* (	CONTI	
<0f	0004625 10/27/2008 RELEASE 02020 00000034			
ROCKVILLE ORTHOPAEDIC AS	ssoc		•	
0003365 SAME	COONEY, LORI A ET AL	01841	32	
0004610 SAME	LAMBERT, DANA S	01858	16	
0005138 SAME	LAMBERT, DANA S	01866	4.	
ROCKVILLE ORTHOPEDIC AS:	SOC P C			
0000752 SAME	428 HARTFORD TURNPIKE ASSOC	01709	12	
0000752 SAME	ROCKVILLE ORTHOPEDIC ASSOC P C	01709	12	
ROCKVILE BANK				
0003823 SAME	DIXON, MARIA C	01934	7	

## Beware of spacing

BK: 1800 PG: 150 08/01/2014 WARRANTY DEED Image: 1 of 3



Anna M. Posniak, Windsor Town Clerk

VOL 1800 PG 150 08/01/2014 04:15:43 PM 3 Pages WARRANTY DEED

Clerk:FV

After Recording Return to: Pullman & Comley LLC 90 State House Square Hartford, CT 08103-3702 Attention: Gary B. O'Connor, Esq.

#### SPECIAL WARRANTY DEED

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:



Performance Food Group, Inc., having a place of business at 12500 West Creek Parkway, Richmond, Virginia 23238 ("Grantor"), for the consideration of \$1.00 and other valuable consideration received to its full satisfaction from 1MC Connecticut, LLC, a Connecticut Limited Liability Company ("Grantee"), does give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns, all right, title and interest of Grantor in and to all that certain piece or parcel of land, with the improvements thereon and appurtenances thereto, situated in the Clty of Windsor, County of Hartford and State of Connecticut, known as 1 Market Clrcle, and being more particularly described in Schedule A, attached hereto and made a part hereof, together with all right and title and interest, if any, of the Grantor in and to any streets and roads abutting the above described Premises to the center lines thereof.

### Result: 1MC

#### **DATA SUMMARY**

Search Date: 01/26/2016 04:00:05 PM

**Documents Found: 1** Selection Criteria:

**Field** 

Comparison Value

OR Party or EE Party LIKE

1MC\*

T	Party	Opposite Party	Date	Туре	Book/Page	Add'l Description	Street Address
2	IMC CONNECTICUT LLC	PERFORMANCE FOOD GROUP INC		WARRANTY DEED		MÄRKET CIR/FRONTAGE RD	1 MARKET CIR

## Result: 1 MC

#### **DATA SUMMARY**

Search Date: 01/26/2016 04:01:19 PM

Documents Found: 1 Selection Criteria:

FieldComparisonYalueOR Party or EE PartyLIKE1 MC\*

Т	Party	Opposite Party	Date	Туре	Book/Page	Add'l Description	Street Address
1	1 MC CONNECTICUT LLC	ONE MC LP	08/04/2014	MORTGAGE		MARKET CIR/FRONTAGE RD/CENTER ST	1 MARKET CIR
2	1 MC LP	ONE MC CONNECTICUT LLC	08/04/2014	MORTGAGE		MARKET CIR/FRONTAGE RD/CENTER ST	1 MARKET CIR



## MC, Roman numeral I and One should also be checked

BK: 1800 PG: 277 08/04/2014 MORTGAGE Image: 1 of 17

Return to: Hershman Legal Group, P.C. 1 Church Street New Haven, CT 06510



VOL 1800 PG 277 08/04/2014 04:04:32 PM 17 Pages MORTGAGE

Clerk:AF

#### MORTGAGE DEED

TO ALL PEOPLE TO WHOM TIESE PRESENTS SHALL COME, GREETINGS:

KNOW YE, THAT 1 MC CONNECTICUT, LLC, a Connecticut limited liability company with a mailing address at 225 East Aurora Street, Waterbury, Connecticut 06708 (hereinafter called the "Borrower") for the consideration of One Dollar (\$1.00) and other valuable consideration received to the Borrower's full satisfaction of 1 MC, LIMITED PARTNERSHIP, a Connecticut limited partnership with a mailing address at 225 East Aurora Street, Waterbury, Connecticut 06708 (hereinafter called the "Lender") does hereby give, grant, bargain, sell and confirm, with MORTGAGE COVENANTS, unto the Lender, its successors and assigns forever:

## When a "quick rundown" isn't...

NOTICE TO SEARCHERS:

ERRORS IN
ALPHABETICAL ORDER
HAVE BEEN NOTICED
IN
2006 TL BOOKS

PLEASE CHECK ENTIRE BOOK WHEN SEARCHING FOR OWNER