

Multifamily Seller/Servicer Guide

Chapter 29SBL

SBL Title, Description, Survey and UCC Search

29SBL.1 Title insurance policy requirements (06/30/16)

Each SBL Mortgage purchased by Freddie Mac must be covered by a single paid-up loan title insurance policy meeting the requirements in this chapter. It is the responsibility of the Seller and Single Counsel to obtain and review in detail the title commitment, documents evidencing or creating each exception to title and the title policy. It is also their responsibility to bring to Freddie Mac's immediate attention any issue that could result in a material adverse effect on the SBL Mortgage or the use or marketability of the Property or could create potential safety or environmental issues.

a. Reserved (06/30/16)

b. Subordinated ground leases (09/28/18)

If all or a portion of the Property consists of a leasehold estate and the holder of the fee interest has executed the SBL Mortgage to subject its interest in the land to the lien of the Mortgage, the title insurance policy must insure the Lender's interest in both the fee estate and the leasehold estate.

c. Title insurer (06/30/16)

The title insurance policy must be written by a title insurer licensed to do business in the jurisdiction where the Property is located (unless such jurisdiction is Iowa).

The Seller's selection of the title insurance company must be based solely on considerations normally used by prudent institutional lenders originating or purchasing SBL Mortgages in the jurisdiction where the Property is located. The Seller must not base this selection on receipt of any fee or other consideration by the Seller or its employees, officers, or directors paid by or on behalf of a title insurer.

d. Amount of protection (06/30/16)

The title insurance policy must insure the mortgagee for an amount equal to or greater than the original principal balance of the insured SBL Mortgage.

e. Insured (06/30/16)

The title insurance policy protection must name as the insured either

- Freddie Mac, its successors or assigns, or
- Seller and/or Freddie Mac, its successors or assigns, as their interests may appear

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f. Form (03/03/17)

The title insurance policy must be produced on the form of 2006 American Land Title Association (ALTA) Loan Policy (2006 ALTA Loan Policy) with the following exceptions:

- For an SBL Mortgage secured by a Property located in Florida, the title insurance policy must be produced on the form of 2006 ALTA Loan Policy with Florida Modifications.
- For an SBL Mortgage secured by a Property located in Texas, the title insurance policy must be produced on the form of 2014 Texas Mortgage Policy of Title Insurance (T-2) (TX Loan Policy).

All of the endorsements required pursuant to Section 29SBL.1(g) must be attached to the title insurance policy.

1. Electronically issued policy

Freddie Mac will accept a title insurance policy and its endorsements produced and distributed to Seller or Single Counsel in electronic format (an "electronically issued policy") if the electronically issued policy includes an endorsement that provides that the issuing company will not deny coverage solely on the grounds that the policy and/or endorsements were issued electronically and/or lacked signatures.

2. Arbitration

With respect to a title policy issued on either a 2006 ALTA Loan Policy or Texas Loan Policy form, Freddie Mac requires the title policy to contain one of the following:

- an endorsement deleting all compulsory arbitration provisions from the title policy;
or
- an amendment to the title policy stating that both the title insurer and the insured must agree to arbitration when the amount of insurance is \$2 million or less with respect to any claim made by or on behalf of Freddie Mac.

The form of 2006 ALTA Loan Policy with Florida Modifications does not include any compulsory arbitration provisions. Therefore, any title policy issued on that form requires no revisions with respect to the arbitration provisions.

g. Endorsements (06/27/19)

The endorsements enumerated in the chart below must be attached to the title insurance policy. The title insurer may elect to incorporate into the 2006 ALTA Loan Policy certain endorsements by reference only without attaching the endorsements to the policy.

| Endorsement/Explanation | Alternatives |
|---|---|
| <p>1. ALTA Form 8.1-06, Environmental Protection Lien</p> | <p>Part (b) of ALTA Form 8.1-06 may make an exception only for specific State statutes that provide for possible subsequent “superliens” that could take priority over the SBL Mortgage.</p> <p>An equivalent endorsement is acceptable only if an ALTA Form 8.1 is not available in the State where the Property is located.</p> |
| <p>2. ALTA Form 9-06, Restrictions, Encroachments, Minerals – Loan Policy (Adopted 04-02-12)</p> | <p>An equivalent endorsement is acceptable only if ALTA Form 9-06 (Adopted 04-02-12) is not available in the State where the Property is located.</p> <p>For properties located in Texas, Texas Form T-19 is acceptable.</p> <p>For properties located in Florida, ALTA 9-06 (revised 05-19-14, with FL modifications) is acceptable.</p> |
| <p>3. Lack of Signatures Endorsement</p> <p>Required only if the requirements set forth in Section 29SBL.1(f)(1) are not otherwise satisfied.</p> | |
| <p>4. Deletion of Compulsory Arbitration Endorsement</p> <p>Required only if the requirements set forth in Section 29SBL.1(f)(2) are not otherwise satisfied.</p> | |

| Endorsement/Explanation | Alternatives |
|--|--|
| <p>5. ALTA Form 9.6-06, Private Rights – Loan Policy (Adopted 04-02-12 or 04-02-13)</p> <p>Required only if an exception exists which includes a reservation of private rights against the Property.</p> | <p>An equivalent endorsement is acceptable only if an ALTA Form 9.6-06 (Adopted 04-02-12 or 04-02-13) is not available in the State where the Property is located.</p> <p><u>Freddie Mac does not permit exclusions from coverage under this endorsement without prior approval from the applicable Multifamily Attorney.</u></p> |
| <p>6. Mortgage Recording Tax</p> <p>Required only in Florida, Maryland, New York, and Virginia, where Borrower is saving recording taxes by using a consolidation or assignment/amendment of an existing mortgage.</p> | <p>Seller or Single Counsel will deliver the state specific form applicable to the property jurisdiction.</p> |
| <p>7. Texas Form T-30, Tax Deletion</p> <p>Required only in Texas when the language regarding subsequent taxes for prior years cannot be deleted from the policy.</p> | <p>Seller or Single Counsel will either deliver the endorsement or the language regarding subsequent taxes for prior years must be deleted from the policy.</p> |
| <p>8. CLTA 103.5-06, Water Rights, Surface Damage or ALTA 41.1-06, Water-Improvements</p> <p>Required only if an exception exists for water rights, claims or title to water.</p> | <p>An equivalent endorsement is acceptable only if CLTA 103.5-06 or ALTA 41.1-06 is not available in the State where the Property is located.</p> <p>The ALTA 41-06 is not an acceptable equivalent without prior approval from the applicable Multifamily Attorney</p> |

Freddie Mac requires that each endorsement must

- Be on the most recent form of endorsement approved by ALTA or CLTA (California Land Title Association), if an ALTA or CLTA form is available. In addition, the ALTA or CLTA form must be the appropriate form for the selected policy;

- Include the number of the title policy; and
- Be signed by the title insurer or agent. A signature that is part of the printed form or a signature that is electronically produced as part of the endorsement is acceptable. If a Lack of Signatures Endorsement is delivered, signature will not be required.

h. Tax and Parcel Numbers (06/30/16)

The title policy must include the Property's parcel or tax identifying number(s) if available in the jurisdiction in which the Property is located.

i. Date of title policy (03/03/17)

1. The title policy must be dated
 - No earlier than the effective date and no later than the date of recordation of the assignment of the Security Instrument to Freddie Mac.
 - The date of the title policy must be a date certain. Freddie Mac will not accept a title policy with a blank effective date or an effective date described as "the date of the assignment or the date of recordation, whichever is later".
2. If the Property is located in a jurisdiction where gap coverage is not available for regulatory reasons, the Seller may submit a title policy that is dated earlier than the date of recordation (but not earlier than the date of the assignment of the Security Instrument) if all of the following conditions are met:
 - The Seller must provide a letter addressed to Freddie Mac or to the Seller and its assigns from the title insurer or agent that states (i) that the insurer or agent has delivered the Security Instrument, the assignment of the Security Instrument and the UCC financing statements to the applicable clerk for recordation and (ii) that the title insurer is assuming the risk of any intervening liens or encumbrances that may be recorded between the policy effective date and the completion of recording. The information in (ii) may also be provided by a note in the title policy.
 - Immediately after receipt of recordation information, the Seller must deliver to Freddie Mac Multifamily Purchase an ALTA Form 44-06, or equivalent endorsement which
 1. Changes the effective date of the title policy to the date of recordation of the Security Instrument and the assignment of the Security Instrument, and
 2. Provides the recordation date and book and page (or recorded instrument) number for the Security Instrument and the assignment of the Security Instrument.

j. Identification of recorded documents (03/03/17)

1. The title policy must identify the Security Instrument, the assignment of the Security Instrument and any other required recorded documents by title of document, parties,

effective date of document, date of recording, and the recording office. If recordation information is not available at the time of closing, Seller must deliver an endorsement which modifies the policy to include the recordation information for all loan documents filed for record in connection with the Mortgage as soon as such information is made available.

2. The title policy must provide one of the following regarding each recorded document:
 - Book and page number or recorded instrument number
 - Date of recording of each document and the transaction number or other serial number, if any, indicated on the recording clerk's receipt in accordance with Section 29SBL.1(i)
 - Date of recording with blanks for the book and page or recorded instrument number in accordance with Section 29SBL.1(i)
 - Blanks for the date of recording and the book and page number or recorded instrument number in accordance with Section 29SBL.1(i)

k. Insured Closing Protection Letter (06/30/16)

If either of the recordation of the documents or the escrow and disbursement of funds in connection with the origination of the SBL Mortgage is being handled by a title agent rather than a branch officer of the title insurer, if available in the applicable jurisdiction, the Seller or Single Counsel must also provide an insured closing protection letter addressed to Freddie Mac, or to the Seller and its successors and assigns, that provides coverage for any loss that arises out of (i) the failure of the title agent to comply with Seller's written closing instructions, or (ii) fraud or dishonesty in handling the funds or documents in connection with the origination of the SBL Mortgage.

29SBL.2 Title exceptions

a. Deletion of standard exceptions (06/30/16)

The title insurer must delete the standard exceptions on Schedule B, Part I of its policy, including any general survey exception, and the policy may omit Schedule B, Part II.

b. Analysis and approval of title exceptions (06/30/16)

Seller or Single Counsel must obtain, read and analyze each document that is an exception to the title insurance coverage to determine whether the exception would be acceptable to a prudent institutional lender. Exceptions that fall into one or more of the safe harbor categories set forth in Section 29SBL.2(e) are generally deemed acceptable. Regardless of whether an exception falls into one or more of the safe harbor categories, Seller or Single Counsel must submit a written analysis of and receive express approval by Freddie Mac for any exception for which Seller or Single Counsel determines any of the following apply:

- Any party's exercise of its rights under the exception could have a foreseeable adverse effect on the Borrower's intended use of the Property, including any interference with the present or proposed improvements on the Property or with the operation of the Property.
- Any party's exercise of its rights under the exception could impair lender's ability to enforce its rights under the SBL Mortgage or could adversely affect the lien priority of the SBL Mortgage.
- It would not be acceptable to a reasonable, prudent institutional lender in the area where the Property is located even if the exception technically falls within a safe harbor category.
- It results in an exception to the Seller/Servicer Representations and Warranties – Small Balance Loans.
- It could create potential safety or environmental issues.
- It could result in a material adverse effect on the SBL Mortgage, the security in the collateral intended to be provided by the mortgage, or the use or marketability of the Property.

c. Content of written title analysis (06/30/16)

A written analysis of any title exception required by Section 29SBL.2(b) must include the following information:

- The Seller or Single Counsel's recommendation for mitigating any risk evidenced by the exception (such as removal of an encroachment or specific affirmative title insurance) or the Seller or Single Counsel's explanation of why mitigation may not be necessary or possible.
- The Seller or Single Counsel's recommendation as to the acceptability of the exception. Instead of asking Freddie Mac whether the exception is acceptable, the recommendation must state why Freddie Mac should consider accepting this exception.

The Seller or Single Counsel must provide sufficient detail to enable Freddie Mac to make any necessary decision regarding the acceptability of such an exception without having to read the document evidencing or creating the exception. Submission to Freddie Mac of the underlying document creating the exception does not relieve the Seller or Single Counsel of the requirement to submit the written analysis of the exception. However, Freddie Mac reserves the right to require the Seller or Single Counsel to submit the exception document(s).

d. Delivery of title exception documents (06/30/16)

Seller is required to deliver a copy of all recorded exception documents in accordance with the delivery requirements set forth in the Final Delivery Instructions found on FreddieMac.com.

e. Safe harbor categories (03/03/17)

1. Utility easements

Exceptions for public utility easements for local residential distribution, such as lines for gas, water and sewer, cable for electric, telephone or cable television (CATV), slope, storm drainage and/or storm water management, fire lane, driveway and emergency access easements and private cable easements for nationally recognized telecommunication and cable companies, are acceptable.

In addition to the above, to satisfy this safe harbor any cable easements for nationally recognized telecommunication and cable companies must not impose any obligations on the Borrower to take any affirmative actions or make payments.

This safe harbor category does not include (i) an easement for the storage of or general commercial transportation (except as provided below) or distribution of natural gas or petroleum products, or (ii) the installation or maintenance of any type of electrical or communication substation.

Easements for commercial transportation for utilities purposes are permitted under this safe harbor category; provided the easement limits the transportation area of any product in connection with the utilities to public roadways and the title insurance policy includes a specific notation as to such limitation.

2. Encroachments on or projections over public utility easements or public property

Exceptions for encroachments on or projections over public utility easements or public property, such as streets, alleys or sidewalks are acceptable provided that all of the following conditions are met:

- The encroachment does not interfere with the use of the easements or public property or with the exercise of rights of repair and maintenance in connection with the easements or public property.
- The removal of the encroaching improvement would not adversely affect the security for the SBL Mortgage.
- The title policy contains affirmative insurance against loss or damage suffered by reason of the entry of a decree or court order requiring the removal of the encroachment.

Notwithstanding the foregoing, the Seller may use this safe harbor category for any private utility easement, if, in addition to the conditions stated above, the easement identifies the obligations of each party under the easement.

3. Restrictive agreements

Exceptions for covenants of record are acceptable provided that all of the following

conditions are met:

- If the excepted document provides for periodic assessments payable by the Borrower, such assessments have been included in the operating expenses of the Property that the Seller submitted to Freddie Mac for purposes of underwriting the SBL Mortgage, and all such assessments have been paid in full as evidenced by an estoppel certificate, or the title policy states that any such assessments are not yet due and payable or have been paid in full.
- The excepted document contains no other provisions that materially affect the Property's operating costs.
- There is not a violation of a covenant, condition or restriction known to the Seller.
- The excepted document does not create or provide for any lien that would be prior to the lien of the SBL Mortgage, nor provide for the subordination or extinguishment of the lien of the insured SBL Mortgage or impair its validity or enforceability.
- The Property has been fully developed and is in compliance with any restrictive agreements regarding green space or other restrictions in development.

This safe harbor category does not include restrictive agreements that affect occupancy, leasing, access, use, setback, density, minimum building size or minimum unit size or require the Borrower to reserve a certain number or percentage of units for low income tenants. This safe harbor category does not include condominium declarations or other documentation related to a condominium regime.

4. Mutual easement agreements and party walls

Exceptions for recorded mutual easement agreements that establish a joint driveway, pathway, party wall, storm drain, or detention pond are acceptable if the easement agreement allows all present and future owners unlimited use of the driveway, pathway, party wall, storm drain, or detention pond without any restriction other than restriction by reason of the mutual easement owners' rights in common and duties for joint maintenance.

This safe harbor category does not include mutual easement agreements that relate to shared facilities or primary access to the Property. Such an agreement must also meet the specific requirements of Section 8SBL.6.

Party walls that are not subject to an easement agreement are acceptable provided the title insurance policy affirmatively insures that the wall may remain undisturbed for as long as such wall remains standing.

5. Fence or wall misplacements

Exceptions for fence or wall misplacements on either side of the property line of the Property are acceptable, provided that neither the misplacement nor a future

correction of it will interfere with the use of any improvements on the Property nor with the use of the balance of the Property not occupied by improvements.

The definition of walls in this safe harbor category does not include building walls, retaining walls that serve in whole or in part a structural purpose or other permanent structures.

6. Encroachments on the Property by improvements on adjoining property

Exceptions for encroachments on the Property by improvements on adjoining property are acceptable provided that all of the following conditions are met:

- The encroachment does not touch any improvements on the Property.
- Loss of use of any portion of the Property occupied by the encroachment will not interfere with the use of any improvements on the Property or cause the Property to be out of compliance with any zoning code or building code requirements, including requirements for number of parking spaces, open space or density.

7. Encroachments onto adjoining property

Exceptions for encroachments of the Property onto adjoining property in the form of eaves, awnings, canopies, balconies, cornices or other projections attached to improvements on the Property, or by other structures such as tool sheds, storage sheds, carports, garages not attached to residential structures, or by a driveway appurtenant to the Property are acceptable if an endorsement to the title insurance policy affirmatively insures against loss suffered by reason of the entry of a decree or court order requiring the removal of the encroachment, and for encroachments by carports or garages not attached to residential structures, loss of any parking spaces will not cause the Property to be out of compliance with any zoning code requirement.

8. Oil, gas, ground water and mineral rights

Exceptions for outstanding oil, gas, ground water or mineral rights are acceptable provided all of the following conditions have been met:

- The exercise of such rights will not result in damage to the Property or impairment of the use of the Property for its intended purpose.
- There is no right of surface entry on the Property (whether express or by operation of law).
- If title to the land was initially granted by the U.S. government through a patent grant under which mineral rights were established, then a STG Patent Endorsement 1 or another equivalent endorsement is being provided.

See Section 29SBL.2(e)(15) for the safe harbor exceptions to title for the riparian rights of others.

9. Liens for taxes not due

Exceptions for liens for real estate or ad valorem taxes and assessments are acceptable if they specifically state that such liens either:

- Are not yet due and payable, or
- Are due but not yet delinquent

For states in which there are supplemental real estate taxes or other "roll back" taxes, language substantially similar to the following language must also be included;

"The lien of supplemental taxes and/or adjusted taxes, if any, [pursuant to the (applicable state) Revenue and Taxation Code] assessed as a result of a change in ownership or the completion of new construction occurring on or after the date of the policy, none yet due and payable as of the date of the policy."

10. Tenants in possession

Exceptions for rights of tenants in possession, as tenants only, under prior unrecorded residential leases, are acceptable.

11. Reserved

12. Avigation easements

Exceptions for avigation easements relating to aircraft rights are acceptable.

13. Condominiums

Exceptions for (i) condominium regimes or declarations of condominium rights or the equivalent in which the Borrower owns 100 percent of the condominium units at the Property, and/or (ii) condominium maps or references to condominium maps in the legal description where there is no condominium regime or declaration of condominium rights in effect are acceptable.

If the excepted document provides for periodic assessments payable by the Borrower, then either all such assessments must have been paid in full as evidenced by an estoppel certificate, or the title policy must state that any such assessments are not yet due and payable or have been paid in full.

14. Calculation of acreage

Exceptions for calculation of acreage, including shortage of area and engineering calculation of acreage are acceptable.

15. Riparian rights

Exceptions for riparian rights and navigational servitude are acceptable. Exceptions for water rights, claims or title to water are acceptable provided the title insurance

policy contains CLTA Form 103.5-06 or ALTA 41.1-06 in accordance with Section 29SBL.1(g).

16. Temporary construction easements

Exceptions for temporary construction easements are acceptable provided that the construction has been completed and there are no further obligations by any party to the easement under such easement.

If a temporary construction easement is dated, or the terms of the easement expired, within the last 12 months of the date of the title policy, Single Counsel must advise whether affirmative mechanics lien coverage must be obtained, and if so, arrange to have it included with the title policy.

17. Itemized survey and/or plat exceptions

Itemized survey and/or plat exceptions for water detention basins, guy wires, power poles, buffers/landscape easements, curbing, light poles, electric/cable/phone boxes, sanitary sewer manholes, water valves, water/electric/sanitary sewer facilities, lake/creek/stream/pond, reinforced concrete pipes, drains and drainage systems, building setback lines that have not been encroached upon by buildings or retaining walls that in whole or in part serve as structural support to improvements on the Property as well as other non- structural items that do not violate any zoning laws or regulations to which the Property may be subject (e.g., fences, boundary walls, signs that lie within the building setback lines), sidewalks, road visibility easements, and traffic control devices are acceptable.

18. Sewer and utility line tie-ins benefiting adjacent property

Easements allowing an adjacent property to tie into sewer and utility lines are acceptable provided that the easement specifically allocates responsibility to the parties for maintenance and any costs.

19. Restricted access to roadway, relinquishing rights to future curb cuts

Restricted access to roadway and/or the relinquishment of rights to future curb cuts are acceptable provided that access from the Property to a public roadway is available at all times (whether directly or by agreement meeting the requirements of Section 8SBL.6).

20. Rights of public in and to portions of public roadway, public sidewalks or public trails

Rights of the public in and to portions of public roadways, public sidewalks or public trails are acceptable.

21. Telecommunication and cable company agreements

A lease, license, easement or agreement for the provision of cable television, Internet, personal communications systems, high speed data or other telecommunication systems to the Property, including marketing support agreements,

(“telecommunications agreement”) is acceptable, provided that it (a) contains terms and provisions, including compensation, that are customary for the market in which the Property is located, and (b) does not impose any financial obligations equal to or greater than \$50,000 on the Property owner, and does not impose any financial obligations on any mortgagee, and/or subsequent owner by foreclosure, deed in lieu of foreclosure or other conveyance (including reimbursement of any up-front fee paid by the provider to the Property owner upon termination of the agreement).

If any easements are created pursuant to such telecommunication agreements, such easements satisfy Section 29SBL.2(e)(1).

22. Laundry leases

Laundry leases with third party vendors are acceptable.

23. [Facsimile] Collateral Assignment of Beneficial Interest

Exceptions for a [Facsimile] Collateral Assignment of Beneficial Interest for Illinois Land Trust loans are acceptable.

24. Emergency and/or Public Utility Vehicle Access Easements

Exceptions for emergency and/or public utility access easements are acceptable.

25. Waterfront Property or Property Bounded by Water

Exceptions for changes in the location of boundary lines as a result of accretion, reliction, erosion and avulsion are acceptable.

26. Redevelopment and Urban Renewal Plans

Exceptions for rights of cities or other applicable governmental authorities under redevelopment and urban renewal plans are acceptable; provided (i) the Property is in compliance with such plans; (ii) there are no on-going obligations of the Borrower under such plans (including future development, tenant restrictions, filing/reporting obligations, assessments, charges or liens); and (iii) there are no restrictions in the plans which would have an adverse impact on the use or valuation of the Property.

27. Improvements Designated as Landmarks

Exceptions for improvements that are designated by the applicable governmental authorities as landmarks are acceptable; provided that affirmative coverage for any loss resulting from the improvement being designated a landmark is provided or, if affirmative coverage is not available, the results of a current Landmark’s Preservation Department search or an equivalent search confirm that there are no landmark violations indexed against the Property.

28. \$1.00 Condemnation Clause in Deeds

Exceptions for a “\$1.00 Condemnation Clause” in New York City deeds conveying the

Property from New York City to a third party are acceptable provided that Seller or Single Counsel confirms that no portion of the Property lies within a proposed street.

29. Exception for condominium/cooperative conversion restriction

Exception for a prohibition against conversion of the Property to a condominium or cooperative structure is acceptable, provided the agreement does not contain any indemnification of property seller in connection with the conversion or other potential Lender liability.

If the condominium/cooperative conversion restriction does contain an indemnification in connection with the conversion, Seller or Single Counsel must advise Freddie Mac.

f. Exception for Private Transfer Fee Covenant (06/30/16)

If the title policy contains an exception for a Private Transfer Fee Covenant that was created on or after February 8, 2011, the SBL Mortgage is ineligible for purchase by Freddie Mac. See Section 8SBL.14.

29SBL.3 Legal description requirements (06/30/16)

For each SBL Mortgage purchased by Freddie Mac, Seller or Single Counsel must confirm that security instrument, related assignment, title insurance policy, UCC Financing Statements, and all other documents pertaining to the SBL Mortgage have a legal description that matches in all material respects the legal descriptions in the other documents.

29SBL.4 Uniform Commercial Code search requirements (10/14/16)

No earlier than 30 days prior to the Origination Date, Seller must cause a Uniform Commercial Code (UCC) search to be performed in the local jurisdiction in which the Property is located for the Borrower, if the loan is a refinance, or if the Property is being acquired by the Borrower, the current owner of the Property. This search must be conducted by a reputable title or search firm.

If the UCC search indicates that there are any financing statements on file (other than the financing statements filed by the current lender that will be released at origination of the SBL Mortgage) then, prior to the Origination Date, the Seller or Seller Counsel must provide an explanation of those financing statements to Freddie Mac.

29SBL.5 Survey requirements (09/26/19)

A new survey is not required for SBL Mortgages.

If the title insurance policy contains an exception for any itemized survey or plat matters, Seller must deliver an electronic copy of the referenced survey or plat with the recorded exception documents, in accordance with Section 29SBL.2.