

## *ATTORNEY'S CERTIFICATE OF TITLE*

To:

Re:

I hereby certify that at the time of recording the above-referenced Mortgage, the Mortgagor held good and sufficient record title to the Property, free from all encumbrances, excepting only matters set forth on the attached Exhibit A or otherwise noted in this certification.

All matters noted on Exhibit A have been fully disclosed to the Mortgagor and the Mortgagee and, notwithstanding, the Mortgagor has instructed us to proceed with the transaction. We further certify that the Mortgagee holds a good and sufficient record first Mortgage to the Property, subject only to the matters excepted herein.

In addition to those exceptions to record title specifically set forth on Exhibit A, this certificate does not certify to or report upon any of the following matters:

(1) those encumbrances referred to in General Laws, Chapter 185, Section 46, (which encumbrances include liens not required to appear of record, taxes within three years after being committed to the collector, public and private ways laid out on registered land under Section 21 of Chapter 82 without boundary determination statements, leases under seven years, liens for betterment, assessments, and Federal liens for unpaid taxes) if notice of such encumbrance is not recorded with the Registry;

(2) any real estate taxes not presently due and payable;

(3) any encroachments, boundary line disputes or other state of physical facts which may be revealed by a personal inspection or accurate survey of the Property;

(4) rights or claims of parties in possession not shown by the Records;

(5) easements, or claims of easements, not shown by the Records;

(6) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Records;

(7) any law, ordinance, bylaw, or other governmental regulation affecting, restricting, prohibiting, or otherwise regulating the occupancy, use or enjoyment of the Property, the character, dimensions, or location of any present or future improvement now existing or hereafter planned for the Property, or a separation in ownership or change in the dimensions or area of the Property (including, without limiting the generality of the foregoing, Zoning Laws, State Building Code, Wetlands Protection Act, Subdivision Control Law, Lead Paint Law, health laws, sewage disposal laws, historic districts, and pollution control laws);

(8) matters known, suffered or created by the Mortgagor; and

(9) proceedings not covered by the lis pendens statute, G.L. c. 184 § 15, such as suits involving (a) violations of public land use regulations and (b) fraudulent conveyances.

Our liability to the Mortgagor shall be limited to the amount of consideration shown on the Deed. Our liability to the Mortgagee shall be limited to the original principal amount secured by the Mortgage. Further, our liability shall otherwise be limited as provided in Massachusetts General Laws, Chapter 93, Section 70, as amended by Chapter 448 of the Acts of 1980, which Section sets forth the requirements for title certifications.

Very truly yours,