



ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of



TITLE GUARANTEE
A TITLE INSURANCE AGENCY

Trent Larson, License #: 105876
Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By President

Attest Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Schedule A

ALTA COMMITMENT



TITLE GUARANTEE
A TITLE INSURANCE AGENCY

Transaction Identification Data for reference only:

Issuing Agent: Title Guarantee, A Title Insurance Agency, LLC
84041

Issuing Office's ALTA® Registry ID: 1129731

Loan ID Number:

Revision Number:

Issuing Office: 1558 N Woodland Park Drive, Ste. 430, Layton, UT

Issuing Office File Number: 24904-MB

Commitment Number: 24904-MB

Property Address: 4271 West 3600 North, Ogden, UT 84404

1. Commitment Date: 07/28/2020 at 8:00 AM

2. Policy to be issued:

a. ALTA Homeowner's Policy

Proposed Insured: Cory Holliday & Samie Nichole Holliday

Proposed Policy Amount: \$395,000.00

Title Premium: \$

Endorsements: NONE

b. ALTA Expanded Coverage Residential Loan Policy

Proposed Insured:

Proposed Policy Amount: \$295,000.00

Title Premium: \$

Endorsements:

ALTA 8.1-06

ALTA 8.1-06 : Environmental Protection Lien (Residential) - Paragraph b refers to the following state statutes: NONE

ALTA 22.1-06

ALTA 22.1-06 : Location and Map

ALTA 9-06

ALTA 9-06 : Restrictions, Encroachments, Minerals - Loan

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:

Kyle S. Stoker and Julayne M. Stoker, husband and wife as joint tenants

5. The Land is described as follows:

See legal description in Exhibit "A" attached hereto and made a part hereof.

Old Republic National Title Insurance Company

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Schedule A

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Authorized Signatory
Title Guarantee, A Title Insurance Agency, LLC

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Schedule B-I

ALTA COMMITMENT



Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from Kyle S. Stoker and Julayne M. Stoker, husband and wife, to Cory Holliday and Samie Nichole Holliday, to be executed and recorded at closing.

Duly authorized and executed Deed of Trust from Cory Holliday and Samie Nichole Holliday, to _____, securing its loan in the amount of \$295,000.00.

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Schedule B I

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Schedule B-II

ALTA COMMITMENT



TITLE GUARANTEE
A TITLE INSURANCE AGENCY

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by Public Records.
4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General Property Taxes for the year 2020 now a lien, not yet due.
Tax Serial No. 19-173-0001

General Property Taxes for the year 2019 have been PAID in the amount of \$3,562.95.
Tax Serial No. 19-173-0001

8. The subject property is located within the boundaries of the special assessment district(s) 19 shown, and is subject to all charges and/or assessments levied thereby: District(s) 19
Weber County General Fund
Weber County G O Bond Fund
Library
Weber School District
Statewide School Basic Levy
Mosquito Abatement District
Weber Basin Water - General
Bona Vista Water District
Plain City Cemetery
Weber / Morgan Health

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Weber County Judgment Levy
Paramedic Fund
Weber Fire District
Assess & Collect / State
Assess & Collect / County
Unincorp Services Fund
Weber School Judgment Levy
Weber Area 911 And Em Service
Weber Fire G.O. Bond-2006
Weber Fire Judgment Levy
State Charter School Levy Weber

9. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
10. Claim, right, title or interest to water or water rights, whether or not shown by the public records.
11. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
12. Subject to easements, building setback lines, restrictions, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
13. Any permanent easements, and right of ways filed in the County Recorder of said County, over, under, across, and through those areas designated on the plat as "common areas" (including private driveways and streets) including but not limited to the construction and maintenance of subterranean electrical, telephone, natural gas, sewer, water, and drainage lines and appurtenances, together with the right of access thereto.
14. Subject to an Experimental Wastewater Disposal Systems Deed Covenant and Restriction to Run With The Land, upon the terms and conditions therein provided, recorded August 13, 2002, as Entry No. 1867818, in Book 2254, at Page 363, in the [official records](#)
15. Subject to a Declaration of Deed Covenant To Run With The Land Concerning Provision of Irrigation Water, upon the terms and conditions therein provided, recorded August 13, 2002, as Entry No. 1867819, in Book 2254, at Page 364, in the [official records](#)
16. NOTICE OF INTEREST in favor of Jake Thomas recorded October 22, 2003 as Entry No. 1984983, in the [official records](#)
17. A DEED OF TRUST executed by Kyle S Stoker and Julayne M Stoker as TRUSTOR and America First Federal Credit Union as TRUSTEE, in the stated amount of \$264,250.00, in favor of America First Federal Credit Union, a Utah corporation as BENEFICIARY, dated July 20, 2009 and recorded July 27, 2009, as Entry No. 2425958, in the [official records](#)
18. A DEED OF TRUST executed by Kyle S. Stoker Julayne M. Stoker as TRUSTOR and America First Federal Credit Union as TRUSTEE, in the stated amount of \$41,100.00, in favor of America First Federal Credit Union as BENEFICIARY, dated August 5, 2017 and recorded August 9, 2017, as Entry No. 2872399, in the [official records](#)
19. WORKFORCE SERVICES LIEN
Amount: \$122.44
Filed: October 27, 2014

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Case No.: 146907229
Judicial Court District Court: 2nd
County: Weber
Plaintiff: Department of Workforce Services
Defendant: Kyle Stoker

20. A JUDGMENT for \$4,419.18, filed October 19, 2016 under Case No. 180902242 in the 2nd District Court, State of Utah, County of Weber, Ogden City Department, also recorded in the Weber County Recorder's Office on November 12, 2019, as Entry No. 3015727, showing Julayne M. Stoker and Kyle Stanley Stoker as DEBTOR and Bonneville Billing & Collections, Inc. A Utah Corporation as CREDITOR.
21. A JUDGMENT for \$685.12, filed November 26, 2019 under Case No. 190906977 in the 2nd District Court, State of Utah, County of Weber, Ogden City Department, also recorded in the Weber County Recorder's Office on February 27, 2020, as Entry No. 3030828, showing Julayne Stoker aka Julayne Stoker and Kyle Stoker as DEBTOR and Express Recovery Services Inc as CREDITOR.

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: NONE

A Quit Claim Deed, recorded November 1, 2002, as Entry No. 1886729, in the [official records](#)

NOTE: This Commitment has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein on both the Owner(s) and Buyer(s) named herein (where applicable). The following names have been checked:

Kyle S. Stoker
Julayne M. Stoker

Cory Holliday
Samie Nichole Holliday

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Exhibit A

ALTA COMMITMENT



Property Description

Lot 1, Stoker Subdivision, according to the official plat thereof, on file and of record in the office of the Weber County Recorder, State of Utah.

Tax Serial No. 19-173-0001

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Exhibit A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

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