# **Mountain View Title and Escrow Co., Inc.** 5732 South 1475 East, #100

South Ogden, UT 84403 Phone (801)479-1191 Fax (801)479-2777

# Invoice

	Invoice Number		Date	
	124230		10/07/2013	
	File Number	Branch		
	124230	Ogden		
	Customer Order Number		Customer OrderDate	
			10/07/2013	
	Sales Price Buyer			
	G.H.			
	Seller			
	Loan Amount Lender	W. F		
Property County	Sales Rep	Terms		
Weber	Kerri Jo Christoffersen			
Please Send a Copy of t	this Invoice with Paym	ent		
Amount				
	\$200.00			
Total 1100 - Title Charges	\$200.00			
Sub	total \$200.00			
Sales				
Т	Total \$200.00			
	Weber  Please Send a Copy of the	124230   File Number   124230   Customer Order Number     Sales Price Buyer     Seller   Loan Amount Lender     Property County   Sales Rep     Kerri Jo Christoffersen     Please Send a Copy of this Invoice with Paym   Amount     \$200.00     Total 1100 - Title Charges   \$200.00	124230   File Number   Branch   124230   Ogden	

Brief Legal: 23-032-0006; 23-032-0008; 23-032-0007

Comments/Additional Information:
PR for 3 Properties in Huntsville, UT



Case No: 124230

# **COMMITMENT**

# **SCHEDULE A**

1.	Effective Date: September 23, 2013 at 7:00 A.M.						
2.	Policy or Policies to be issued:						
	(a) 🗆	ALTA Owner's Poli	cy – 6/17/06	Amount	- 0 -		
		Proposed Insured:	NONE				
	(b) 🗆	ALTA Loan Policy -	- 6/17/06	Amount	- 0 -		
		Proposed Insured:	NONE				
3.	Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:						
Lot 411 and 413: Thomas L. O'Dell and Lauriann M. O'Dell, husband and wife							
	Lot 412: Thomas L. O'Dell and Lauriann M. Odell, husband and wife, as joint tenants						
4.	The land referred to in the Commitment is located in Weber County, State of Utah and is described as follows:						
	ALL OF LOTS 411, 412 AND 413, EVERGREEN PARK SUBDIVISION NO. 1, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.						
	PROPERTY ADDRESS:						
	LOT 411: 3360 NORTH SPRING WAY, HUNTSVILLE, UTAH 84317						
	LOT 412: 3354 NORTH SPRING WAY, HUNTSVILLE, UTAH 84317						
	LOT 413	3: 3346 NORTH SPI	RING WAY, HUNTSVILLE, UT	AH 84317			

Property Address

See Legal Description, , Utah

Mountain View Title & Escrow, Inc.

Escrow Officer: Kerri Jo Christoffersen

Authorized Officer or Agent

Countersigned at Ogden, Utah

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 1 page(s)



Case No. 124230

#### **COMMITMENT**

#### SCHEDULE B - Section I

# Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
- Item b) Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B1 consists of 1 page(s)



Case No: 124230

#### COMMITMENT

#### **SCHEDULE B - Section II**

#### Exceptions

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.
- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 3. Easements, liens, or encumbrances, or claims thereof, which are 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 and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public 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 Public Records.

EXCEPTIONS 1 THROUGH 6 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

# 7. LOT 411:

Taxes for the year 2012 have been paid in the amount of \$391.52. Taxes for the year 2013 are due and payable on or before November 30, 2013 in the amount of \$391.70.

SERIAL NUMBER: 23-032-0006

#### LOT 412:

Taxes for the year 2012 have been paid in the amount of \$171.67. Taxes for the year 2013 are due and payable on or before November 30, 2013 in the amount of \$168.32.

SERIAL NUMBER: 23-032-0007

#### LOT 413:

Taxes for the year 2012 have been paid in the amount of \$144.11. Taxes for the year 2013 are due and payable on or before November 30, 2013 in the amount of \$141.30.

SERIAL NUMBER: 23-032-0008

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 3 page(s)



Case No: 124230

#### COMMITMENT

#### SCHEDULE B - Section II

#### **Exceptions**

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER – GENERAL, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT (E-E), STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

- 9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
- 10. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
- 11. Subject to Public Utility and Drainage Easements, Notes and/or Restrictions as disclosed on dedication plat.
- 12. A twenty (20) foot Drain Easement running through Lot 413 as disclosed on dedication plat.
- 13. Subject to notes as disclosed on dedication plat.
- 14. DECLARATION OF ESTABLISHMENT OF PROTECTIVE RESTRICTIONS AND COVENANTS

Dated: January 14, 1964 Recorded: February 13, 1964 Entry Number: 420003 Book: 766 Page: 87

But omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons.

15. RESOLUTION NO. 23-2005

Dated: July 12, 2005

Purpose: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY CREATING AND ESTABLISHING A SPECIAL SERVICE DISTRICT THROUGHOUT ALL OF WEBER COUNTY, TO BE KNOWN AS THE "WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT".

Recorded: January 24, 2006 Entry Number: 2156401

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 3 page(s)



Case No: 124230

#### COMMITMENT

#### SCHEDULE B - Section II

# **Exceptions**

- 16. NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.
- 17. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

THOMAS L. O'DELL LAURIANN M. O'DELL

18. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

**NONE** 

- 19. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
- 20. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT http://www.alta.org. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

# ALTA Commitment Form

#### COMMITMENT FOR TITLE INSURANCE

# Issued by

# First American Title Insurance Company

First American Title Insurance Company, a CA corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

t mirtlyrsleng Secretary

By:

Authorized Signatory

#### CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

# PRIVACY POLICY NOTICE



5732 South 1475 East, Suite 100, Ogden, Utah 84403

930 Chambers Street, Suite 3, South Ogden, Utah 84403 365 West 1550 North, Suite A, Layton, Utah 84041 256 North State Street, Suite D, Morgan, Utah 84050 264 East 12200 South, Suite G, Draper, Utah 84020 2333 West Highway 56, Suite F, Cedar City, Utah 84720 720 South River Road, #C115, St. George, Utah 84790

Title V of the Gramm-Leach-Bliley Act generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a non affiliated third party unless the institution provides you with a notice of its privacy policy and practices.

In order to better serve your needs now and in the future we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information, including but not limited to personal or financial information. We agree that you have a right to know how we will utilize the information that you provide to us. Together with our underwriters we have adopted this privacy policy to govern the use and handling of your personal information.

This privacy policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, including but not limited to, public records or from another party who you may have provided information to pertinent to the sale, the purchase or collateralization of real property.

We may collect non-public personal information about you from the following sources:

- \*Information we receive from you such as on applications, communications with us which are in writing, by telephone, electronic means or in person.
- \*Information about your transactions we secure from our prior files which you may have been part of as a seller, a buyer or a borrower or from affiliates you may have done business with.
- \*Information we receive from a credit or consumer reporting agency.

We use the information collected for our own legitimate business purposes and not for the benefit of any non affiliated party. We do not share the information with any party outside of the transaction which you are presently involved with as a buyer, a seller, borrower or beneficiary. We will not release your information to non affiliated parties except as necessary to provide the product or service you have requested of us or as permitted by law. We may store your information indefinitely, including the period after which any customer relationship has ceased. The information concerning you may be used for any internal purpose such as quality control efforts or customer analysis. Even if you are no longer our customer, our privacy policy will continue to apply.

We will use our best efforts to ensure that no unauthorized parties have access to you information. We restrict public access to your personal information. We restrict access to your personal information with those individuals and entities needing to access your information in order to provide products and services for you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy statement. We will continue to maintain physical, electronic and procedural safeguards that are in compliance with federal regulations to protect and guard your non-public personal information.



