

**SCHEDULE A**

**Inwest Title Services, Inc.**

**ORDER NUMBER: 209383**

**COMMITMENT NUMBER: 209383**

**1. Effective Date:** MAY 22, 2014 @ 6:00 PM

**2. Policy or Policies to be issued:**

**(a) A.L.T.A. Owner's Policy - (6/17/06)**

**Proposed Insured**

SHANE DOUGLAS and HEIDI DOUGLAS

**Amount of Insurance**

\$ TBD

**Premium Amount**

0.00

**(b) A.L.T.A. Loan Policy - (6/17/06)**

**Proposed Insured:**

TBD

\$ TBD

0.00

**ENDORSEMENTS**

Endorsement Total:\$

0.00

Premium Total:\$

0.00

Additional Charges:\$

0.00

**OTHER SERVICES:**

TOTAL: \$

0.00

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is**

FEE SIMPLE

**4. Title to the estate or interest in said land is at the effective date hereof vested in:**

See attached title vesting page

**5. The land referred to in this commitment is described as follows:**

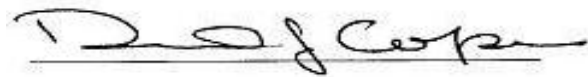
See Attached Exhibit "A"

**PROPERTY KNOWN AS:** NONE ASSIGNED

**TO:**

**ATTN:**

**CUSTOMER REFERENCE NO.:**



Authorized Counter Signature

**ESCROW/CLOSING INQUIRIES** SHOULD BE DIRECTED TO **RAYNEE PARKER**, AT 801-475-4410.  
LOCATED AT 920 EAST CHAMBERS ST. #10 SOUTH OGDEN UT 84403.

**ISSUED BY: STEWART TITLE GUARANTY**

**ORDER NUMBER: 209383**

## **Vesting**

DUANE L. WAGSTAFF, OR HIS SUCCESSOR, AS TRUSTEE OF THE DUANE L. WAGSTAFF REVOCABLE TRUST UNDER DECLARATION OF TRUST DATED SEPTEMBER 23, 2013, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST AS A TENANT IN COMMON, AND CLEO R. WAGSTAFF, OR HER SUCCESSOR, AS TRUSTEE OF THE CLEO R. WAGSTAFF REVOCABLE TRUST UNDER DECLARATION OF TRUST DATED SEPTEMBER 23, 2013, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST AS A TENANT IN COMMON

AND

KEITH W. HIPWELL AND MARGUERITE E. HIPWELL, TRUSTEES OF THE HIPWELL FAMILY REVOCABLE TRUST ESTABLISHED BY TRUST AGREEMENT DATED 8 DECEMBER, 1989, AS THEIR INTEREST MAY APPEAR

**ORDER NUMBER: 209383**

**EXHIBIT "A"**

PART OF LOT 3 OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 52.00 FEET SOUTH 89°26'19" EAST ALONG THE SECTION LINE AND 1021.21 FEET SOUTH 03°07'19" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION; AND RUNNING THENCE NORTH 84°03'10" EAST 183.67 FEET; THENCE SOUTH 12°30'45" EAST 264.97 FEET TO A POINT ON A 1921.81 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE CENTERLINE OF THE EXISTING ASPHALT ON 400 SOUTH STREET; THENCE ALONG SAID CURVE AND SAID CENTERLINE 232.64 FEET (CHORD BEARS SOUTH 74°01'40" WEST 232.64 FEET); THENCE NORTH 03°07'19" WEST 304.07 FEET TO THE POINT OF BEGINNING.

SITUATE IN WEBER COUNTY, STATE OF UTAH.

(PROPOSED SHANE DOUGLASS SUBDIVISION)

## SCHEDULE B

***Inwest Title Services, Inc.***

**ORDER NUMBER: 209383**

**COMMITMENT NUMBER: 209383**

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

(Section 1)

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.

(Section 2)

**The following matters will be excepted in Schedule B of the policy to be issued:**

1. TAXES FOR THE YEAR 2014 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:  
YEAR: 2013  
STATUS: PAID  
AMOUNT: \$148.59  
SERIAL NO.: 15-044-0012 (PART OF)
  
2. TAXES FOR THE YEAR 2014 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:  
YEAR: 2013  
STATUS: PAID  
AMOUNT: \$1,292.82  
SERIAL NO.: 15-047-0002 (PART OF)

(Continued)

**CONTINUATION SHEET  
SCHEDULE B**

***Invest Title Services, Inc.***

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3. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES AND/OR ASSESSMENTS LEVIED THEREBY:  
DISTRICT(S): WEBER COUNTY GENERAL FUND  
DISTRICT(S): WEBER COUNTY G. O. BOND FUND  
DISTRICT(S): LIBRARY  
DISTRICT(S): WEBER SCHOOL DISTRICT  
DISTRICT(S): STATEWIDE SCHOOL BASIC LEVY  
DISTRICT(S): MOSQUITO ABATEMENT DISTRICT  
DISTRICT(S): WEBER BASIN WATER-GENERAL  
DISTRICT(S): WEST WEBER/TAYLOR CEMETERY  
DISTRICT(S): WEBER/MORGAN HEALTH  
DISTRICT(S): TAYLOR/ WEST WEBER CULINARY WATER DISTRICT  
DISTRICT(S): JUDGEMENT LEVY- W.C.  
DISTRICT(S): PARAMEDIC FUND  
DISTRICT(S): WEBER FIRE DISTRICT  
DISTRICT(S): ASSESS & COLLECT/STATE  
DISTRICT(S): ASSESS & COLLECT/ COUNTY  
DISTRICT(S): UNINCORPORATED WEBER COUNTY  
DISTRICT(S): WEBER SCHOOL JUDGEMENT LEVY  
DISTRICT(S): WEBER AREA 911 AND EMERGENCY SERVICE  
DISTRICT(S): WEBER FIRE G.O. BOND-2006
4. RESOLUTION NO. 27-2012  
RECORDED: DECEMBER 13, 2012  
ENTRY NO.: 2610456  
PURPOSE: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE PROVIDED THEREIN
5. ANNUAL APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND UNDER 1969 FARMLAND ASSESSMENT ACT.  
DATED: OCTOBER 29, 2013  
RECORDED: OCTOBER 29, 2013  
ENTRY NO: 2662149  
THE RIGHT OF WEBER COUNTY TO RE-ASSESS THE TAX ASSESSMENT ON SAID PROPERTY IN ACCORDANCE WITH SECS. 59-5-86 105 UCA 1953.
6. ANNUAL APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND UNDER 1969 FARMLAND ASSESSMENT ACT.  
DATED: APRIL 16, 1991  
RECORDED: APRIL 16, 1991  
ENTRY NO: 1136928  
BOOK/PAGE: 1597/2132  
THE RIGHT OF WEBER COUNTY TO RE-ASSESS THE TAX ASSESSMENT ON SAID PROPERTY IN ACCORDANCE WITH SECS. 59-5-86 105 UCA 1953.

(Continued)

**CONTINUATION SHEET  
SCHEDULE B**

***Invest Title Services, Inc.***

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7. ANNUAL APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND UNDER 1969 FARMLAND ASSESSMENT ACT.  
DATED: APRIL 7, 1994  
RECORDED: APRIL 7, 1994  
ENTRY NO: 1284516  
BOOK/PAGE: 1710/1567  
THE RIGHT OF WEBER COUNTY TO RE-ASSESS THE TAX ASSESSMENT ON SAID PROPERTY IN ACCORDANCE WITH SECS. 59-5-86 105 UCA 1953.
8. 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.
9. ALL EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES, CANALS, PIPELINES, POWER POLES, TELEPHONE, SEWER, GAS OR WATER LINES AND RIGHTS-OF-WAY AND EASEMENTS THEREOF.
10. ANY VESTED AND ACCRUES WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHED AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY LOCAL CUSTOMS, LAWS, AND DECISIONS OF COURT; AND THERE IS RESERVED FROM THE LAND HEREBY GRANTED, A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, BY PATENT RECORDED IN BOOK 798, PAGE 19.
11. A RIGHT OF WAY EASEMENT:  
RECORDED: AUGUST 5, 1943  
BOOK/PAGE: 179/36  
GRANTEE: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING  
PURPOSE: SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN  
(EXACT LOCATION NOT GIVEN)
12. NOTICE OF CREATION OF AN AGRICULTURAL PROTECTION AREA  
DATED: FEBRUARY 27, 2001  
RECORDED: NOVEMBER 5, 2001  
ENTRY NO.: 1806203  
BOOK/PAGE: 2181/296  
\*SEE DOCUMENT FOR TERMS AND CONDITIONS CONTAINED THEREIN.
13. ANY AND ALL UNRECORDED RIGHTS OR CLAIMS IN THE SUBJECT PROPERTY OF WHICH NOTICE IS GIVEN BY VIRTUE OF THE FOLLOWING ITEMS DISCLOSED BY THAT CERTAIN SURVEY PREPARED BY REEVE & ASSOCIATES INC., HAVING BEEN CERTIFIED UNDER THE DATE OF May 21, 2014, BY CHAD A ANDERSON, A REGISTERED LAND SURVEYOR NO. 7736336 TO WIT:
- A) EXISTING FENCE
- B) EXISTING ROAD
- C) EASEMENTS

(Continued)

**CONTINUATION SHEET  
SCHEDULE B**

***Invest Title Services, Inc.***

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14. NOTE: NO EXISTING DEED OF TRUST OR MORTGAGE APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.
15. MECHANIC'S AND MATERIALMEN'S LIENS WHICH MAY HAVE PRIORITY AS A RESULT OF COMMENCEMENT OF WORK AND/OR ANY FILINGS IN THE STATE CONSTRUCTION REGISTRY PRIOR TO THE RECORDATION OF THE DEED OF TRUST OR MORTGAGE TO BE INSURED UNDER THIS COMMITMENT.

## SCHEDULE C

***Invest Title Services, Inc.***

**ORDER NUMBER: 209383**

**COMMITMENT NUMBER: 209383**

**The following requirements must be met:**

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

**Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. 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 judgement in any court of proper jurisdiction.**

5. PAYMENT OF ALL OUTSTANDING ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES BY REASON OF THE LAND BEING INCLUDED WITHIN THE BOUNDARIES OF ANY SPECIAL TAXING DISTRICT AS PROVIDED BY STATUTE. THE PUBLIC RECORD DISCLOSES INCLUSION OF THE LAND WITHIN SPECIAL TAXING DISTRICTS THAT MAY LEVY SUCH ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES AS SET OUT ON SCHEDULE B, HEREOF.
6. SATISFACTION OF ROLLBACK TAX AS SET OUT AS EXCEPTION NO. 5, 6 AND 7.
7. THE COMPANY REQUIRES FOR ITS REVIEW A SATISFACTORY BOUNDARY LINE AGREEMENT BY THE OWNERS AND THE LIENHOLDERS ON THE LAND AND THE ADJOINING PROPERTY. AT THAT TIME, THE COMPANY MAY MAKE ADDITIONAL REQUIREMENTS OR EXCEPTION.
8. IF, UPON VISUAL INSPECTION OF THE SUBJECT PROPERTY, OR BASED ON INFORMATION SUPPLIED TO THE COMPANY, THE COMPANY MAKES A DETERMINATION THAT LIEN PRIORITY HAS BEEN LOST AS TO THE PROPERTY SHOWN IN SCHEDULE "A", HEREOF. IN ORDER TO INSURE THE CONTEMPLATED TRANSACTION THE FOLLOWING REQUIREMENTS MUST BE MET:
  - 1) DOCUMENTATION SHOWING WHAT WORK HAS BEEN COMPLETED AND WHAT WORK STILL NEEDS TO BE DONE. THIS NEEDS TO INCLUDE A COST BREAKDOWN OF THE WORK STILL NEEDING TO BE DONE AND THE AMOUNT OF MONEY NEEDED TO FINISH THE PROJECT.
  - 2) FINANCIALS FROM THE VESTED OWNER AND/OR BORROWER.
  - 3) INDEMNITY FROM THE VESTED OWNER AND/OR BORROWER.
  - 4) INTERIM AFFIDAVIT AND INDEMNITY FROM THE GENERAL CONTRACTOR.
  - 5) LIEN WAIVERS FROM ANY SUBCONTRACTORS INVOLVED
  - 6) UNDERWRITER APPROVAL.
9. THE COMPANY MUST BE FURNISHED WITH A COPY OF THE DECLARATION OF TRUST OF THE DUANE L. WAGSTAFF REVOCABLE TRUST, TOGETHER WITH COPIES OF ANY AMENDMENTS, MODIFICATIONS, OR REVOCATIONS. IN THE EVENT THERE HAVE BEEN NO AMENDMENTS, MODIFICATIONS, OR REVOCATIONS, THE COMPANY WILL REQUIRE SATISFACTORY EVIDENCE TO THAT EFFECT. AT THE TIME THE COMPANY IS FURNISHED THESE ITEMS, THE COMPANY MAY MAKE ADDITIONAL REQUIREMENTS OR EXCEPTIONS.

(Continued)



## SCHEDULE C (CONTINUED)

ORDER NO: 209383

COMMITMENT NO: 209383

10. THE COMPANY MUST BE FURNISHED WITH A COPY OF THE DECLARATION OF TRUST OF THE CLEO R. WAGSTAFF REVOCABLE TRUST, TOGETHER WITH COPIES OF ANY AMENDMENTS, MODIFICATIONS, OR REVOCATIONS. IN THE EVENT THERE HAVE BEEN NO AMENDMENTS, MODIFICATIONS, OR REVOCATIONS, THE COMPANY WILL REQUIRE SATISFACTORY EVIDENCE TO THAT EFFECT. AT THE TIME THE COMPANY IS FURNISHED THESE ITEMS, THE COMPANY MAY MAKE ADDITIONAL REQUIREMENTS OR EXCEPTIONS.
11. THE COMPANY MUST BE FURNISHED WITH A COPY OF THE DECLARATION OF TRUST OF THE HIPWELL FAMILY REVOCABLE TRUST, TOGETHER WITH COPIES OF ANY AMENDMENTS, MODIFICATIONS, OR REVOCATIONS. IN THE EVENT THERE HAVE BEEN NO AMENDMENTS, MODIFICATIONS, OR REVOCATIONS, THE COMPANY WILL REQUIRE SATISFACTORY EVIDENCE TO THAT EFFECT. AT THE TIME THE COMPANY IS FURNISHED THESE ITEMS, THE COMPANY MAY MAKE ADDITIONAL REQUIREMENTS OR EXCEPTIONS.
12. WARRANTY DEED EXECUTED BY:  
DUANE L. WAGSTAFF, OR HIS SUCCESSOR, AS TRUSTEE OF THE DUANE L. WAGSTAFF REVOCABLE TRUST UNDER DECLARATION OF TRUST DATED SEPTEMBER 23, 2013, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST AS A TENANT IN COMMON, AND CLEO R. WAGSTAFF, OR HER SUCCESSOR, AS TRUSTEE OF THE CLEO R. WAGSTAFF REVOCABLE TRUST UNDER DECLARATION OF TRUST DATED SEPTEMBER 23, 2013, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST AS A TENANT IN COMMON  
AND  
KEITH W. HIPWELL AND MARGUERITE E. HIPWELL, TRUSTEES OF THE HIPWELL FAMILY REVOCABLE TRUST ESTABLISHED BY TRUST AGREEMENT DATED 8 DECEMBER, 1989,  
AS THEIR INTEREST MAY APPEAR  
IN FAVOR OF: SHANE DOUGLAS and HEIDI DOUGLAS  
CONVEYING FEE SIMPLE TITLE.
13. NECESSARY DOCUMENTS/INSTRUMENTS AS REQUIRED TO SECURE THE DESIRED INTEREST IN THE LAND.
14. TRUST DEED SECURING YOUR NOTE EXECUTED BY: SHANE DOUGLAS and HEIDI DOUGLAS
15. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.  
  
SHANE DOUGLAS  
HEIDI DOUGLAS  
DUANE LEROY WAGSTAFF  
CLEO R. WAGSTAFF  
DUANE L. WAGSTAFF REVOCABLE TRUST  
CLEO R. WAGSTAFF REVOCABLE TRUST  
KEITH W. HIPWELL  
MARGUERITE E. HIPWELL  
HIPWELL FAMILY REVOCABLE TRUST
16. ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING TITLE TO THE LAND DESCRIBED HEREIN WITHIN 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT, EXCEPT AS FOLLOWS:

TYPE:	WARRANTY DEED
RECORDED:	SEPTEMBER 24, 2013
ENTRY NO.:	2657014

**Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc.**

## **Privacy Policy Notice**

### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc..**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you, such as on applications or other forms.

Information about your transactions we secure from our files, or from our affiliates or others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

### **WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

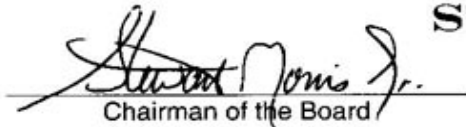


STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described 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 six months 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 Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory. IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

  
Chairman of the Board  
Countersigned by:

**STEWART TITLE<sup>®</sup>**  
GUARANTY COMPANY



  
President



  
**Authorized Signature**

**INWEST TITLE SERVICES, INC.**  
920 EAST CHAMBERS ST. #10  
SOUTH OGDEN, UT 84403  
PH: 801-475-4410  
FAX: 801-475-4516



This product proudly produced in the U.S.A. by Inwest Title

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires 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.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured 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/>.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston Texas 77252.