

ALTA Commitment Form (6-17-06)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California 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 (6) 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 policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Northwest Title Insurance Agency, LLC.
2150 South 1300 East, Suite 350
Salt Lake City, UT 84106

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: Patricia W. Brewer
Secretary

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 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.
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 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>.*

Order Number: 10623

NORTHWEST TITLE INSURANCE AGENCY

1706 South 500 West, Suite 250
Bountiful, UT, 84010
801-784-5800

COMMITMENT FOR TITLE INSURANCE PREPARED FOR:

PROPERTY INFORMATION:

1575 EAST 6200 SOUTH
OGDEN, UT 84405

LISTING AGENT	SELLING AGENT
Century 21 Everest Realty Group-Centerville ATTN: Nate Affleck 1148 W. Legacy Crossing, Suite 100 CENTERVILLE, UT, 84014	ATTN: , ,
LENDER	BUYER/SELLER
ATTN: , ,	<u>BUYER/BORROWER</u> <u>SELLER/OWNER</u> Dale Page Chase and Karen Wight Chase

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Order No: **10623**

1. Effective Date: **March 10, 2015 at 8:00 a.m.**

2. Policy or Policies to be issued:

a. ALTA Homeowner's Policy of Title Insurance (2-3-10)

Proposed Insured:

Amount

\$1,000.00

Prem

\$200.00

b. ALTA Loan Policy of Title Insurance (6-17-06)

Proposed Insured:

Amount

\$0.00

Prem

\$0.00

Endorsements:

\$0.00

3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**

4. Title to the estate or interest in the Land is at the Effective Date vested in:

Dale Page Chase and Karen Wight Chase, Trustees of The Dale and Karen Chase Family Trust under agreement dated February 20, 2013

5. The Land referred to in this Commitment is described as follows:

Lot 6, HILL VIEW ACRES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Weber county Recorder.

Tax Serial No. **07-084-0008**

PROPERTY ADDRESS:
1575 EAST 6200 SOUTH, OGDEN, UT 84405

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B- SECTION I REQUIREMENTS

Order No: 10623

The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located):

- (A) Payment of the necessary consideration for the estate or interest to be insured.
 - (B) Pay all premiums, fees and charges for the policy.
 - (C) Documents satisfactory to the Company creating the estate or interest to be insured, must be properly executed, delivered and recorded.
 - (D) Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
1. Payment of any taxes or assessments as shown in Schedule B-2, Exception No. 10
 2. Northwest Title requires review of the Trust Agreement of the Dale and Karen Chase Family Trust under agreement dated February 20, 2013 to confirm authorized signor.
 3. Warranty Deed from Dale Page Chase and Karen Wight Chase, Trustees of The Dale and Karen Chase Family Trust under agreement dated February 20, 2013 to the proposed buyer.
 4. Trust Deed or Mortgage to secure your loan.

NOTE: The following name(s) have been checked in the records of the WEBER County Clerk for Judgments, and the WEBER County Recorder for Federal Tax Liens:

Dale Page Chase and Karen Wight Chase

No unsatisfied Judgment Liens or Federal Tax Liens have been found.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B- SECTION II

Order No: 10623

Schedule B-II 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:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

SPECIAL EXCEPTIONS

9. Taxes for the year 2015 are now accruing as a lien, not yet due and payable. Taxes for the year 2014 have been paid in the amount of \$1,910.17 (Tax Parcel No. 07-084-0008).
10. Said Property is located within the boundaries of Weber Basin Water Conservancy District, Taylor-West Weber Culinary Water Improvement District and the Weber County Fire Protection Service Area No. 4, and is subject to all assessments and service charges levied thereof.
11. Easements, Reservations, Restrictions, Notes and all matters, as shown on the office recorded plat of said subdivision.
12. Minerals of whatsoever kinds, 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.
13. Creation of the Northern Utah Environmental Resource Agency recorded January 15, 2015, as Entry No. 2718461, in the Official Records of the WEBER County Recorder.
14. The identity of the intended purchaser has not been disclosed to the Company, and the interest of said purchaser shall be subject to any liens or judgments as may attach at the time of acquisition of said interest.

FOR INFORMATIONAL PURPOSED ONLY

According to 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

(Continued)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B- SECTION II

(Continued)

Order No: 10623

Your order has been assigned to Shane Perkins for a full service escrow. For questions concerning your closing, please contact Shane at (801) 784-5800 or sperkins@nwttitleutah.com

The report was searched by Brandon Owens at (801) 869-4500 bowens@nwttitleutah.com

NOTE: THE POLICY(IES) TO BE ISSUED AS A RESULT OF THIS COMMITMENT CONTAIN AN ARBITRATION CLAUSE SET FORTH IN THE CONDITIONS AND STIPULATIONS SECTION. THE FOLLOWING IS INCLUDED FOR THE INFORMATION OF THE PROPOSED INSURED(S).

Typed April 11, 2015 by bso.

NORTHWEST TITLE INSURANCE AGENCY, LLC PRIVACY POLICY

We are Committed to Safeguarding Customer Information

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 particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

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, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our legitimate business purposes and not for benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are not longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to 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 Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.