

Issued By

Frontier Title Insurance Agency, Inc.

(Member's Name)

1893 E. Skyline Drive, Ste. 205

(Address)

Ogden, UT 84403

801-518-3618

(Telephone)



Attorneys
Title Guaranty
Fund, Inc.



ALTA Commitment Form (6/17/2006)

COMMITMENT FOR TITLE INSURANCE

Issued by

Attorneys Title Guaranty Fund, Inc.

Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), for 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 the 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 policy form upon request.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

A handwritten signature in black ink, appearing to read "Eric R. Morgan".

ERIC R. MORGAN
PRESIDENT

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 of 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 the 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://222.alta.org/>.



SCHEDULE A

File Number 1090

- 1. Effective Date: January 30, 2015 @ 8:00 a.m.
- 2. Policy or Policies to be issued: Premium
 - A. ALTA 2006 Owner's Policy, Amount Proposed Insured:
 - B. ALTA 2006 Loan Policy, Amount \$100,000.00 \$461.00
Proposed Insured: **Unknown**
and/or its successors and assigns as their interests may appear
 - Endorsements: 5.1-06, 8.1-06, 9-06, 22-06 \$75.00
 - Additional Charges: \$
 - Total \$536.00

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Faith Hope, an unmarried woman

4. The land referred to in this commitment is located in WEBER County, State of Utah and is described as follows:

See Schedule C attached hereto.

For informational purposes only, the property address is: 1176 North Maple Drive, Huntsville, Utah 84317

Countersigned at Ogden, Utah
Authorized Officer or Agent
Member Number: 4365

American Land Title Association Commitment-Utah
Form No. CU-A

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:
Frontier Title Insurance Agency, Inc., 1893 E. Skyline Drive, Ste. 205, Ogden UT 84403
Phone: 801-518-3618, Fax:

**SCHEDULE B-Section 1
Requirements**

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Item (c) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (d) Pay us the premiums, fees and charges for the policy. In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$150.00.

Item (e) 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.

Item (f) If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (g) This title commitment is subject to change based upon underwriter guidelines for the specific title insurance policy(s) to be issued.

Item (h) Reconveyance of Deed of Trust shown as Exception(s) No. 19.

Item (i) Payment of any and all Homeowners Association fees, transfer fees and dues.

Item (j) Deed of Trust to secure the new loan to be insured.

Item (k) Clear State Construction Registry.

American Land Title Association Commitment-Utah
Schedule B-Section 1
Form CU-B
Valid Only if Schedule B and Cover Are Attached.

SCHEDULE B-Section 2
Exceptions

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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. 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.
5. 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.
6. General property taxes for the year 2015 are accruing as a lien, but are not yet due and payable. Taxes for the year 2014 have been paid in the amount of \$2,996.29. Tax Serial Number 21-084-0005.
7. Said property is within the boundaries of Huntsville and Tax District 231, and is subject to any charges and assessments levied thereunder.
8. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded October 1, 1981, as Entry No. 844801, in Book 1390, at Page 1284.

Amended Covenants, Conditions and Restrictions, recorded November 18, 1998, as Entry No. 1590518, in Book 1971, at Page 2808.

9. A PUBLIC UTILITY and DRAINAGE EASEMENT running as may be disclosed on the recorded plat of said subdivision.
10. All Notes as described on plat.
11. The effects of easements, restrictions, covenants, conditions, notes, building set-back lines, and right of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easement, notes, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.
12. Ordinance creating and establishing a County Service Area, recorded December 22, 1981, as Entry No. 849262, in Book 1394, at Page 1772.
13. Right of Way and Easement, recorded November 28, 1997, as Entry no. 1506989, in Book 1894, at Page 702.

14. Right of Way and Easement, recorded January 14, 1998, as Entry No. 1515370, in Book 1901, at Page 2635, of Official Records.
15. Conservation Easement Agreement, recorded November 17, 1998, as Entry No. 1589922, in Book 1971, at Page 1512, of Official Records.
16. Weber County Subdivision Improvement Agreement, recorded November 18, 1998, as Entry No. 1590519, in Book 1971, at Page 2817.
17. Covenant to run with the Land, recorded November 18, 1998, as Entry No. 1590520, in Book 1971, at Page 2831, of Official Records.
18. Natural Hazard Disclosure and Building Site Agreement (A Covenant Running With the Land), recorded November 18, 1998, as Entry No. 1590521, in Book 1971, at Page 2831.
19. Exclusive easements which affect the Common Area for "Limited Common Areas" and for facilities which are appurtenant to said unit as shown on the Record of Survey Map and as set forth in the Declaration, and any Amendments and/or Supplements to such Record of Survey Map and Declaration as referred to herein.
20. Subject to association charges, maintenance charges, and all other assessments levied by the Homeowner's Association.
21. **DEED OF TRUST**
Dated: July 1, 2009
Amount: \$ 333,000.00
Trustor: Faith Hope
Trustee: JPMorgan Chase Bank, N.A.
Beneficiary: JPMorgan Chase Bank, N.A.
Recorded: July 8, 2009
Entry No.: 2422727
22. Resolution NO. 27-2012, recorded December 13, 2012, as Entry No. 2610456, of Official Records.
23. Certificate of Creation of the Northern Utah Environmental Resource Agency, recorded January 20, 2015, as Entry No. 2718461, of Official Records.
24. Property is subject to the State Construction Registry.

NOTE: The following names have been checked for judgments: Faith Hope, Faith Zschiesche, Eric Zschiesche, James Aland

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for reconveyances and as indicated herein, the following transfers and/or conveyances of the subject property have taken place within the 24 months preceding the effective date of this Commitment:

NONE

NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTION(S) 1-5 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

The ALTA Homeowner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; oil and gas; (3) Real Estate taxes or assessments for the current year and taxes or special assessments which are not shown as existing liens at date of policy; (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the land and inspection of the land; (5) Covenants, conditions, restrictions, setbacks, easements and/or servitudes appearing in the public records. This exception does not impair the coverage afforded by Covered Risks 12, 13, 23, 24, and 26; (6) Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records. This exception does not impair the coverage afforded under Covered Risk 25; (7) Any violation, variation, or encroachment of a boundary wall or fence. This exception does not impair the coverage afforded under Covered Risks 21 and 22; (8) Any security deed, mortgage, deed of trust, judgment, lien or encumbrance of any kind which has been created, suffered, and assumed by the insured or of which the insured has actual knowledge.



Countersigned at Ogden, Utah
Authorized Officer or Agent
Member Number: 4365

Please make any inquiries for Title questions to Frontier Title Insurance Agency, Inc., 1893 E. Skyline Drive, Ste. 205, Ogden UT 84403
Phone: 801-518-3618, Fax: .

American Land Title Association Commitment-Utah
Schedule B-Section 2
Form No. CU-B



Attorneys
Title Guaranty
Fund, Inc.

Committed to Protecting 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. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that 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 agents, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated 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. We may also provide all of the types of nonpublic personal information listed above to one or more of our agents or affiliated companies. Such affiliated companies include Attorneys Title Insurance Fund, Inc., ATGF's reinsurer and parent company.

Former Customers

Even if you are no 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 that 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.

SCHEDULE C

File #: 1090

**ALL OF LOT 104, GREEN HILL COUNTRY ESTATES PHASE NO. 6, WEBER COUNTY UTAH,
ACCORDING TO THE OFFICIAL PLAT THEREOF.**

Tax Parcel No. 21-084-0005