



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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COMMITMENT FOR TITLE INSURANCE  
Old Republic National Title Insurance Company

**SCHEDULE A**

1. Effective Date: August 8, 2017 at 8:00am                      Amended Date: August 22, 2017 1:32 pm
  
2. Policy (or Policies) to be issued:
  - (a) **ALTA HOMEOWNER'S POLICY 12/2/2013**  
Proposed Insured: Kelly Quinton  
Amount of Insurance: \$750,000.00  
Premium: \$2,993.00
  
  - (b) **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY 4/2/2015**  
Proposed Insured: To Be Determined  
Amount: To Be Determined  
Premium: To Be Determined  
Endorsements: ALTA 9, 22 & 8.1  
Endorsement Amount: Included In Loan Policy Premium
  
3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is at the effective date hereof vested in  
  
**Terry J. Spallino and Linda J. Spallino, husband and wife as joint tenants**
  
4. The land referred to in this Commitment is described as follows:  
  
See Attached Exhibit "A"

**Property Address:**

5453 East Wapiti Circle  
Eden, Utah 84310  
Tax ID: 22-130-0013

COUNTERSIGNED

Old Republic National Title Insurance Company

**File No. 1724400PS**

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**EXHIBIT "A"**

Lot 33, ELKHORN SUBDIVISION PHASE 2, Lots 24 through 28, AMENDED, according to the official plat thereof, on file and of record in the office of the Weber County Recorder, State of Utah.

**SCHEDULE B - SECTION 1  
REQUIREMENTS**

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Pay the full consideration to; or for the account of, the grantors and mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this commitment who will receive and interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.

In addition to the foregoing, the following requirements must be complied with, to-wit:

6. Record Warranty Deed sufficient to convey the fee simple estate or interest in the property described or referred to herein.
7. Deed of Trust sufficient to encumber the fee simple estate or interest in the property described or referred to herein, for the benefit of the Proposed Insured, Schedule A, item 2B.
8. Release(s) and/or reconveyance(s) of Items contained in Schedule B of Exceptions.

**SCHEDULE B - SECTION 2  
EXCEPTIONS**

**General Exception**

- I. 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 proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

**Standard Exceptions**

- II. Taxes or assessments which of record for value are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
- III. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
- IV. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records
- V. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- VI. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including but not limited, easements or equitable servitudes, water rights, or claims or title to water.
- VII. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- VIII. Any service, installations, connections, maintenance, or construction charges for sewer, water, electricity, or garbage.

Exceptions I - VIII will be deleted on any extended coverage loan policy

**Special Exceptions**

9. 2016 General Property Taxes were PAID in the amount of \$3,790.61.

Taxes for the year 2017 are accruing and are not yet due and payable. Tax ID No.: 22-130-0013

10. Subject property is included within the boundaries of Tax District 203 and is subject to the charges and assessments thereof:
  - Weber Basin Water Conservancy District
  - Weber County Fire Protection Service Area No. 4
  - Wolfe Creek Sewer Improvement District
  - Weber County Urban Service Area No. 1
  - Weber County Special Improvement District 90-1

11. Resolution No. 27-201, and the terms, conditions and limitations contained therein:  
Purpose: A resolution of the Board of County Commissioners of Weber County, Utah, confirming the tax to be levied for the municipal services provided to the unincorporated area of Weber County and describing the services to be provided therein.  
Recorded: December 13, 2012  
Entry No.: 2610456, of the Official Records
12. Certificate of Creation of the Northern Utah Environmental Resource Agency, and the terms, conditions, and limitations contained therein:  
Recorded: January 20, 2015  
Entry No.: 2718461, of the Official Records
13. Subject to Easements, Restrictions, Notes, Setbacks, and Conditions of Approval as shown on the recorded plat of said Subdivision.
14. Water rights, or claims or title to water.
15. Development Agreement and the terms, conditions, restrictions and limitations contained therein:  
Recorded: July 2, 1996  
Entry No: 1415851  
Book : 1814  
Page: 1128, of the Official Records
16. Covenants, Conditions and/or Restriction, Easements, Assessments, Liens, Charges, Terms and Provisions contained within those certain Declarations and any amendments thereto, filed of record for said subdivision, but omitting any Covenants or restrictions, if any, including, but not limited to those based upon race, 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: July 8, 1996  
Entry No: 1416458  
Book: 1814  
Page: 2665, of the Official Records  
  
Amended Covenants, Conditions, Restrictions and/or Easements recorded April 21, 1998 as Entry No. 1537450, in Book 1922 at Page 1732, of the Official Records.  
  
Amended Covenants, Conditions, Restrictions and/or Easements recorded June 30, 1998 as Entry No. 1556727, in Book 1938 at Page 2255, of the Official Records.  
  
Amended Covenants, Conditions, Restrictions and/or Easements recorded June 30, 1998 as Entry No. 1556728, in Book 1938 at Page 2257, of the Official Records.
17. The terms, conditions, restrictions, reservations and limitations of that certain Petition for Release of Building Parcel Designation:  
Recorded: August 14, 2007  
Entry No.: 2284375, of the Official Records

18. The terms, conditions, restrictions, reservations and limitations of that certain Assignment:

Recorded: July 30, 2009  
Entry No.: 2426954, of the Official Records

The terms, conditions, restrictions and limitations of that certain Notice of Interest for Ongoing Assessments for Wolf Creek Water and Sewer Improvement District:

Recorded: July 22, 2013  
Entry No.: 2646560, of the Official Records

19. Resolution/Ordinance and the terms, conditions and limitations contained therein:

Purpose: Establishing the Ogden Valley Transmitter/Recreation Special Service District.  
Recorded: March 9, 2015  
Entry No.: 2725109, of the Official Records

20. The terms, conditions, restrictions, reservations and limitations of that certain Covenant Restricting Use of Land:

Recorded: February 6, 2017  
Entry No.: 2840966, of the Official Records

21. Deed of Trust

Dated: July 2, 2009  
Trustor: Terry J. Spallino and Linda J. Spallino, husband and wife, as joint tenants  
Trustee: Meridian Title  
Beneficiary: MERS, Inc., solely as nominee for Taylor, Bean & Whitaker Mortgage Corp.  
Amount: \$417,000.00, plus interest  
Recorded: July 8, 2009  
Entry No.: 2422868, of the Official Records

Request for Notice of Default in favor of Deseret First Credit Union:

Recorded: August 10, 2009  
Entry No.: 2428825, of the Official Records.

22. Deed of Trust

Dated: July 2, 2009  
Trustor: Terry J. Spallino and Linda J. Spallino, husband and wife as joint tenants  
Trustee: Deseret First Federal Credit Union  
Beneficiary: Deseret First Federal Credit Union  
Amount: \$303,000.00, plus interest  
Recorded: July 8, 2009  
Entry No.: 2422869, of the Official Records

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NOTE: The following names have been checked for judgments:

Terry J. Spallino, Linda J. Spallino, and Kelly Quinton

No unsatisfied judgments appear of record in the past 8 years except as shown herein.

According to Official Records, there have been no documents conveying the land described herein with in 24 months prior to the date of this Commitment, except as follows:

NONE

QUESTIONS:

CONTACT PATTI SANDOVAL, 385-242-7155 or PSANDOVAL@OLDREPUBLICTITLE.COM

If one of the Title Insurance Policies referenced in Schedule A is not purchased within six months of the Effective Date referenced in Schedule A, a \$250 cancellation charge will be assessed.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. 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.



**FACTS**

**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

**Questions**

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)



Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				