

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions. Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


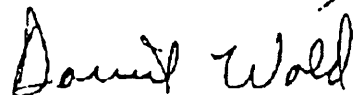
If all of the Schedule B, Part I – Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule 8, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of:

Old Republic National Title Insurance Company
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Author  _____

by  President
Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I – Requirements;
 - (f) Schedule B, Part II – Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule 8, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Security Title of Davis County, Inc.
1412 South Legend Hills Dr. #110
Clearfield, UT 84015
Ph (801) 825-1313, Fax (801) 525-0333

Old Republic National Title Insurance Company

SCHEDULE A

1. Effective Date: **April 3, 2017 @ 8:00 AM**

Order No. **140543-LV**
Direct Title inquiries to **Thelissa Plyer**
Direct Closing Inquiries to **Lori Vest**
Email: **Lori@securitytitleutah.com**

2. Policy or Policies to be issued:	Amount
(a) Expanded Owner's Policy	\$
Proposed Insured:	Fee: \$
CORI SWISHER ANDERSON and JASE LARRY ANDERSON	
(b) Expanded Loan Policy	\$ 417,000.00
Proposed Insured:	Fee: \$ 1,250.00
ZB, N.A. DBA ZIONS FIRST NATIONAL BANK, ISAOA/ATIMA	
(c) Endorsements: 100, 116, 8.1, included in Policy Jacket	Fee: \$ 0.00

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

CORI ANDERSON and JASE L. ANDERSON, as joint tenants

4. The land referred to in this commitment is situated in Weber County, State of Utah.

All of Lot 38 and the Southeasterly 67.5 feet of Lot 37, SILVER BELL ESTATES NO. 1, Weber County, Utah, according to the official plat thereof.

For informational purposes only.
The Weber County Assessor shows the address of said property to be:

3635 Nordic Valley Way, Eden, UT 84310

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SCHEDULE B - SECTION 1

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) 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 \$125.00
- (c) Pay all taxes, charges and assessments affecting the land that are due and payable.
- (d) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (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.
- (f) Any additional documentation requested by Security Title of Davis County, Inc. and/or Old Republic National Title Insurance Company, its underwriter.

NOTICE TO APPLICANT

The company requires that the following additional requirements be complied with:

- 1. Warranty Deed from the vested owners on Schedule A to the proposed insured.
- 2. Trust Deed to secure the new loan to be insured.
- 3. Reconveyance of Deed(s) of Trust shown herein as Exception No. 10
- 4. Underwriter approval from Old Republic National Title Insurance Company. Additional documentation may be requested by Security Title of Davis County, Inc. and/or Old Republic National Title Insurance Company.

You must give us the following information:

- 1. Any off record leases, surveys, etc.
- 2. Statement(s) of identity, all parties.
- 3. Other

Please direct any inquiries concerning any of the above requirements to **Thelissa Plyer** or **Lori Vest** prior to closing this transaction.

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

PART I

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.
2. 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 thereof.
3. Easements, claims of easement or encumbrances, which are not shown by the public records.
4. 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 public records.
5. Unpatented mining claims; reservations or exceptions in patent or in Acts authorizing the issuance thereof; water rights; claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 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 proposed insured acquiring of record for value the estate or interest or mortgage thereon covered by this commitment.

The foregoing numbered exceptions 1 through 7 will be eliminated from the Lender's Policy.

SCHEDULE B - SECTION 2

PART II

SPECIFIC EXCEPTIONS

1. Taxes for the year 2017 now a lien, not yet due. Tax Id. No. 22-035-0011.
2016 general property taxes were paid in the amount of \$2,015.11. Tax Id. No. 22-035-0011.
2. Said property is included within the boundaries of Weber County General Fund, Weber County G O Bond Fund, Library, Weber School District, Statewide School Basic Levy, Mosquito Abatement District, Weber Basin Water – General, Eden Cemetery District, Weber/Morgan Health, Judgment Levy – W.C., Paramedic Fund, Weber Fire District, Assess & Collect/State/County, Ogden Valley Gas Improvement District, Unincorp Services Fund, Weber School Judgment Levy, Weber Area 911 and emergency Service, Weber Fire G.O. Bond-2006, and is subject to assessments by said Districts.
3. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
4. Public Utility and Drainage Easements as reserved on the Official recorded Plat of said Subdivision.
5. The Protective Covenants of SILVER BELL ESTATES NO. 1, recorded October 20, 1961, in Book 692, Page 440 of Official Records, together with any amendments thereto.

Deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. Restrictions as set forth upon the recorded plat as follows: “Subject to a restriction against the removal of any timber or vegetation on said drainage easement except as may be necessary to accomplish proper drainage and further reserving the right in Silver Bell Corporation and/or Weber County to at any time enter upon said drainage easement for the purpose of inspection, construction or maintenance of the same. No dwelling, out-house or structure shall be erected upon or within said drainage easements.”
7. Resolution No. 27-2012, a Resolution confirming the tax to be levied for municipal services provided to the Unincorporated Area of Weber County recorded December 13, 2012, as Entry No. 2610456 of Official Records.
8. Certificate of Creation, a notice of creation from the Northern Utah Environmental Resource Agency (“NUERA”), dated October 28, 2014, complying with Section 11-13-204, Utah Code Annotated, 1953, as amended, recorded January 20, 2015, as Entry No. 2718461 of Official Records.
9. Affidavit and Resolution establishing the Ogden Valley Transmitter/Recreation Special Service District, recorded March 9, 2015, as Entry No. 2725109 of Official Records.
10. TRUST DEED:
Trustor: CORI ANDERSON and JACE L. ANDERSON, as joint tenants
Trustee: SECURITY TITLE
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR RMR FINANCIAL DBA AXIOM FINANCIAL

Amount: \$230,400.00
Dated: August 18, 2016
Recorded: August 19, 2016
Entry No.: 2810273

NOTE: According to the public records, there have been no deeds conveying the property in this report within a period of twenty-four months prior to the date of this report, except as follows: Warranty Deed recorded August 19, 2016 @ 12:34 pm, as Entry No. 2810265 of Official Records.

* * * * *

The following names have been checked for judgments for the past eight years.

CORI ANDERSON and JASE L. ANDERSON

* * * * *

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND **Old Republic National Title Insurance Company**, (THE "COMPANY") CONCERNING THE POLICY OR POLICIES ISSUED PURSUANT TO THIS COMMITMENT MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION, PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE UPON 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 AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

* * * * *

NOTE: A minimum Cancellation Fee of \$120.00 will be due and payable if no Title Policy has been issued within 90 days following receipt of this report. Said Cancellation Fee, when paid, will be applied as a credit toward the premium charges on the Title Insurance Policy issued in connection with this Commitment within six (6) months of the date of this Commitment.

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 you provide to us. Therefore, together with our parent company, Old Republic National Title Insurance Company, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use to the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any source, such as information obtained from a public record or from another person or entity. Old Republic has also adopted broader guidelines that govern our use of personal information regardless of its source. Old Republic calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.ortc.com.

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 received 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 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 affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

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 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 and Old Republic's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.