

U.S. TITLE INSURANCE AGENCY, LLC

**5929 S. FASHION POINTE DRIVE #210
SOUTH OGDEN, UTAH 84403
PHONE (801) 621-7131
FAX (801) 621-8010**

U.S. TITLE FILE: WB80517WW

AMENDMENT #3

**RE: DUSTIN WEST AND AMANDA WEST
SHAYNE G. HARRIS
436 NORTH 5500 WEST
OGDEN, UT 84404**

LENDER: GUARANTEED RATE, INC. ISAOA, ATIMA

**3940 N. RAVENSWOOD
CHICAGO, IL 60613
Fax #**

**LISTING AGENT: REALTYLINK LLC
DOMINIC POLL
4655 SOUTH 1900 WEST, STE. 11
ROY, UT 84067
Fax #801-627-1559**

**SELLING AGENT: BETTER HOMES AND GARDENS REAL ESTATE
ALEX JUDKINS
1812 NORTH 2000 WEST
FARR WEST, UT 84404
Fax #801-436-2776**

Thank you for placing the above-referenced order with U.S. TITLE We look forward to working with you and will see that this transaction is handled in a timely and efficient manner.

**ESCROW OFFICER: Wendy Whitfield
E-MAIL wwhitfield@ustitleutah.com**

**ESCROW ASSISTANTS: Melanie Padovich Danielle Bertoldi
mpadovich@ustitleutah.com / dbertoldi@ustitleutah.com**

U.S. TITLE FILE: WB80517WW

If you did not receive all the pages of this Commitment, please call (801) 621-7131.

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 ANYPERSON, 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.
ALTA Commitment for Title Insurance

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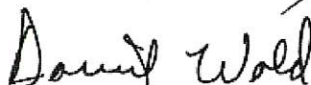
Issued through the Office of

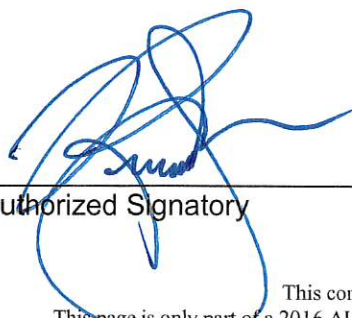


OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary



Authorized Signatory

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.
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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 B, 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>.

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US Title Insurance Agency, LLC

Agent for

Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Commitment Date: **June 26, 2017 at 8:00 AM** Commitment No:WB80517WW

2. Policy (or Policies) to be issued: AMENDMENT #3

(a) ALTA 2006 Standard Owner's Policy: Amount **\$452,000.00** Premium **\$2,009.00**
Proposed Insured:

DUSTIN WEST and AMANDA WEST

(b) ALTA 2006 Extended Loan Policy: Amount **\$424,000.00** Premium **\$1,255.00**
Proposed Insured:

GUARANTEED RATE, INC. ISAOA, ATIMA

Endorsements: **100, 116, 8.1** **\$60.00**

3. As of the effective date herein, the estate or interest in the land described or referred to in this Commitment is **Fee Simple** and the title thereto is vested in:

Shayne G. Harris

4. The land referred to in this Commitment, located in WEBER County, is described as follows:

All of Lot 1, RIVER WOOD BEND, Weber County, Utah, according to the official plat thereof.

The following is show for informational purposes only:

Parcel Number: **15-269-0004**

The address of said property is **436 NORTH 5500 WEST, OGDEN, UT 84404.**


Authorized Countersignature

5929 S. Fashion Pointe Dr #210 • • South Ogden, UT 84403
Phone: 801-621-7131 • Fax: 801-621-8010

COMMITMENT FOR TITLE INSURANCE

Schedule B - Part I (Requirements)

Commitment No. WB80517WW

The following are the requirements to be complied with:

- A. Pay the agreed amounts for the interest in the land and/or 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 \$120.00, pursuant to State of Utah Insurance Department Rule R590-153-5A.
 - C. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
 - D. An update of the Utah State Construction Registry prior to recording; receipt by the Company of evidence of payment in full and withdrawal of all preliminary notice(s) of lien(s) disclosed thereby.
 - E. 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 records discloses inclusion of the land within special taxing districts that may levy such assessments, special assessment and charges as set out on schedule B, hereof.
- 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. Warranty Deed executed by SHAYNE G. HARRIS to DUSTIN WEST and AMANDA WEST conveying fee simple title.
 - G. Trust Deed securing your note executed by DUSTIN WEST and AMANDA WEST.
 - H. Pay any amounts due under Exception No. 11.
 - I. Release(s) or reconveyance(s) for Exception No. 18 and 19.
 - J. TO REMOVE EXCEPTION NUMBERS 2, 3 AND 4, FROM SCHEDULE B HEREOF, THE COMPANY MAY REQUIRE EITHER/OR AN ALTA/ASCM SURVEY OF LAND OR AN INSPECTION OF SAID PROPERTY AT THE OPTION OF THE COMPANY.

(Continued)

COMMITMENT FOR TITLE INSURANCE

Schedule B - Part I Requirements - Continued

Commitment No. WB80517WW

K. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, TOWNS, COUNTIES, SERVICE DISTRICTS OR PRIVATE ENTITIES WHICH PROVIDE SERVICES TO THE LAND, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GARBAGE, ELECTRICITY, STREET LIGHTING, CURB AND GUTTER, ETC., FOR WHICH NO NOTICE OF ANY RIGHTS CLAIMED TO EXIST BY SUCH ENTITIES ARE SHOWN OF RECORD. YOU SHOULD MAKE AN INQUIRY INTO SUCH MATTERS, INCLUDING SEEING ARRANGEMENTS AS APPLICABLE TO ESTABLISH YOUR RIGHTS TO RECEIVE SAID SERVICES. THE COMPANY HAS NO OBLIGATION RELATING TO THE SERVICES OR THE CHARGES ARISING FROM SUCH SERVICES.

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COMMITMENT FOR TITLE INSURANCE

Schedule B - Part II (Standard Exceptions)

Commitment No. WB80517WW

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of Schedule B, Part I - Requirements are met.
2. 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.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, claims of easements or encumbrances which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents 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 heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any facts, rights, interest 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.
8. 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 notice of such proceedings, whether or not shown by the records of such agency or the public record.

Special Exceptions

9. General property taxes for the year 2017 are now a lien, not yet due. New Tax ID No. 15-269-0004. Taxes for the year 2016 will be assessed under Tax ID No. 15-269-0003.

2016 general property taxes were paid in the amount of \$3,200.43 under Tax Parcel No. 15-269-0001. (Lot 1)

2016 general property taxes were paid in the amount of \$783.02 under Tax Parcel No. 15-024-0005, which affects this and other land.

(Continued)

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COMMITMENT FOR TITLE INSURANCE

Schedule B - Part II (Continued)

Commitment No. WB80517WW

10. PROPERTY IS LOCATED WITHIN THE FOLLOWING SPECIAL IMPROVEMENT DISTRICTS:

DISTRICTS: WEBER COUNTY
WEBER SCHOOL DISTRICT
MOSQUITO ABATEMENT DISTRICT
WEBER BASIN WATER-OGDEN
WEST WARREN/WARREN WATER IMPROVEMENT DISTRICT
WEBER FIRE DISTRICT
WEBER AREA DISPATCH 911 AND EMERGENCY SERVICE
UNINCORPORATED WEBER COUNTY MUNICIPAL SERVICES
NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

11. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded March 13, 2017, as Entry No. 2846777, of Official Records. (Affects this and other land)
12. Any rights, claims, title and/or interest to water rights whether or not shown by the public records.
13. Any rights, title, or interest in any minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the land.
14. All existing roads, streets, alleys, ditches, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
15. Subject to all easements, notes, building set-backs, conditions, restrictions, and stipulations as set forth on the recorded plat.
16. Well Protection Zone Easement as shown on the recorded plat.
17. Declaration of Deed Covenant to run with the land concerning provision of irrigation water, recorded March 30, 2000 as Entry No. 1697665 in Book 2064 at Page 2675 of Official Records.
18. A Deed of Trust by and between Shayne Harris, a single man as Trustor in favor of Backman Title as Trustee and City First Mortgage Services, LLC and "MERS" as Beneficiary, to secure an original indebtedness of \$206,000.00 and any other amounts or obligations secured thereby, dated July 22, 2011 and recorded July 27, 2011 as Entry No. 2535441 of Official Records.

(Continued)

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COMMITMENT FOR TITLE INSURANCE

Schedule B - Part II (Continued)

Commitment No. WB80517WW

19. A Deed of Trust by and between Shayne G. Harris as Trustor in favor of Mark A. Gibbons, State Executive Director of the State Farm Service Agency as Trustee and the United States of America, acting through the Farm Service Agency, United States Department of Agriculture as Beneficiary, to secure an original indebtedness of \$50,000.00 and any other amounts or obligations secured thereby, dated September 26, 2016 and recorded October 18, 2016 as Entry No. 2821275 of Official Records.
20. Subject to all matters as disclosed on that certain survey prepared by Boundary Consultants, having been certified under the date of June 05, 2017, as Project No. 1604001.

* * * * *

According to the official records, there have been no documents conveying the land described herein within 24 Months Prior to the date of this commitment. Except the following: Warranty Deed recorded October 24, 2016 as Entry No. 2822470, Warranty Deed recorded December 8, 2016 as Entry No. 2830881 and Warranty Deed recorded June 29, 2017 as Entry No. 2865509 of Official Records.

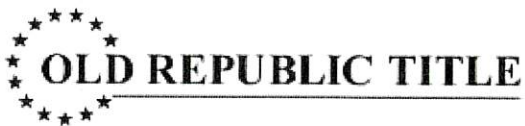
NOTE: The names of DUSTIN WEST and AMANDA WEST and SHAYNE G. HARRIS have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Wendy Whitfield at (801) 621-7131 at 5929 South Fashion Pointe Dr., Suite 210, South Ogden, Utah 84403.

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

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FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	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.
What?	<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"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	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?
For our everyday business purposes — 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
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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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 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 First Title & Trust 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				

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PART OF THE S.E.1/4, OF SECTION 7, T.6N., R.2W., S.L.B. & M.

269

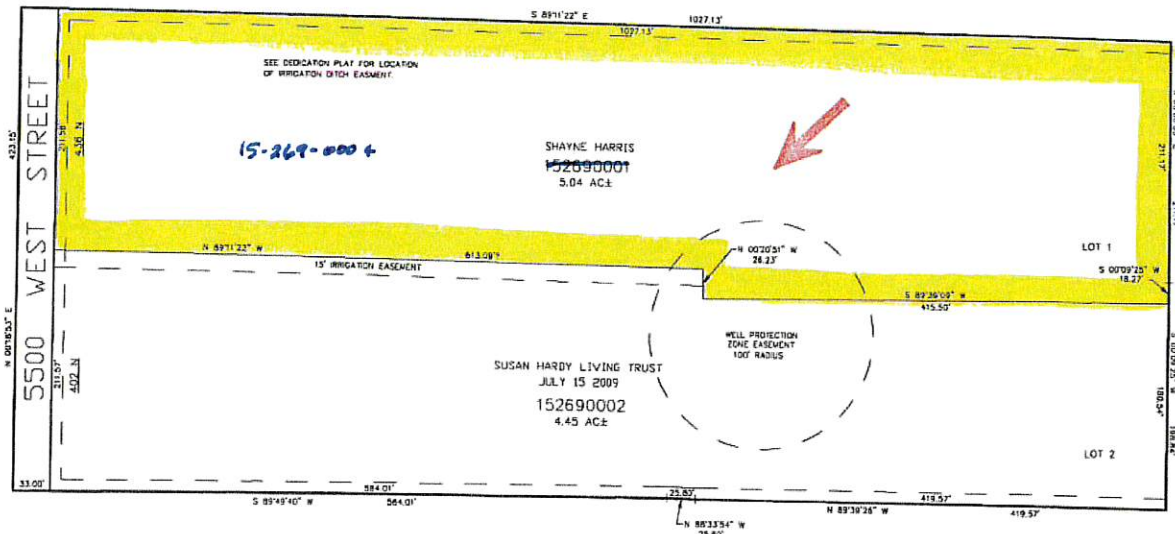
RIVER WOOD BEND

IN WEBER COUNTY

SCALE 1" = 80'

TAXING UNIT: 108

SEE PAGE 24



THIS PLAT IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATION OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

10' UTILITY & DRAINAGE EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES EXCEPT AS OTHERWISE SHOWN.

FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 51, PAGE 83 OF RECORDS.