

Commitment Number: 5549103
04/19/2013



First American Title

5929 S. Fashion Pointe Drive, Suite 120
South Ogden, UT 84403
(801)479-6600
sheiner@firstam.com

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COMMITMENT FOR TITLE INSURANCE PREPARED FOR:

PROPERTY INFORMATION:

5878 Snow Basin Road, Huntsville, UT 84317

<u>LISTING AGENT</u>	<u>SELLING AGENT</u>
Provident Partners Realty Nanci Lifer (801)866-8508	
<u>LENDER</u>	<u>BUYER/SELLER</u>
To Be Determined	BUYER/BORROWER: To Be Determined SELLER/OWNER: David C. Booth and Pamela B. Elliot

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following: (1) The Provisions in Schedule A. (2) The Requirements in Schedule B-1. (3) The Exceptions in Schedule B-2. (4) The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary



SCHEDULE A

Amendment No. 1

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Susan Heiner at (801)479-6600 located at 5929 S. Fashion Pointe Drive, Suite 120, South Ogden, UT 84403.**

Effective Date: **March 28, 2013** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2010 Eagle Owner's for \$0.00

PREMIUM \$TBD

Proposed Insured:
To Be Determined

ALTA 2010 Eagle Lender's for \$0.00

PREMIUM \$TBD

Proposed Insured:
To Be Determined

Endorsements 100, 116 and 8.1

PREMIUM \$Included

2. 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:

David C. Booth and Pamela B. Elliott

3. The land referred to in this Commitment is located in Weber County, UT and is described as:

PARCEL 1:

ALL OF LOT 1, DAVE BOOTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, DAVE BOOTH SUBDIVISION AS OFFICIALLY RECORDED AT THE WEBER COUNTY RECORDER'S OFFICE AND RUNNING THENCE NORTH 85°48'08" EAST 119.68 FEET ALONG THE NORTH LINE OF SAID DAVE BOOTH SUBDIVISION, THENCE SOUTH 6°52'34" EAST 728.73 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 16°07'22" WEST 743.99 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING.

ALSO EXCEPTING:

A PART OF LOT 1, DAVE BOOTH SUBDIVISION, IN WEBER COUNTY UTAH BEING A PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST SALT LAKE BASE AND

MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT 119.68 FEET NORTH 85°48'08" EAST FROM THE NORTHWEST CORNER OF SAID LOT 1 SAID POINT IS ALSO 1680.00 FEET NORTH 89°35'27" WEST; 107.04 FEET NORTH 0°48'08" EAST; 375.33 FEET NORTH 75°07'12" WEST; 360.00 FEET SOUTH 77°48'08" WEST AND 727.34 FEET SOUTH 85°48'08" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION; AND RUNNING THENCE TWO (2) COURSES ALONG THE NORTHERLY AND EASTERLY LINES OF SAID SUBDIVISION AS FOLLOWS: NORTH 85°48'08" EAST 263.32 FEET AND SOUTH 10°12'34" EAST 228.43 FEET; THENCE SOUTH 79°47'26" WEST 276.78 FEET; THENCE NORTH 6°52'34" WEST 256.45 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT LAND IN THE HUNTSVILLE DISTRICT, WEBER COUNTY, UTAH, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°39'10" WEST 2394.85 FEET (BASIS OF BEARINGS) AND NORTH 00°44'25" EAST 122.26 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE SOUTH 00°44'25" WEST 352.65 FEET; THENCE SOUTH 85°44'25" WEST 394.46 FEET; THENCE NORTH 10°16'15" WEST 353.25 FEET; THENCE NORTH 85°44'25" EAST 462.19 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
5878 Snow Basin Road, Huntsville, UT 84317

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

- (A) Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust 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 \$100.00.
- (C) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (D) Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (E) The documents creating the interest to be insured must be signed, delivered and recorded.
- (F) You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
- (G) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (H) Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

SCHEDULE B - Section 2
Exceptions
Amendment No. 1

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

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 easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and 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 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. 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 of record for value the estate or interest or mortgage thereon covered by this commitment.

Exceptions 1-7 will be omitted on extended coverage loan policy

Affects Parcel No. 1

8. Taxes for the year 2013 now a lien, not yet due. General property taxes for the year 2012 were paid in the amount of \$2,955.23. Tax Parcel No. 20-035-0074.
9. General property taxes for the year 2013 have been partially prepaid in the amount of \$40.00. Tax Parcel No. 20-035-0074.

Affects Parcel No. 2

10. Taxes for the year 2013 now a lien, not yet due. Tax Parcel No. 20-035-0062
11. General property taxes for the year(s) 2008 are delinquent in the principal amount of \$926.67, plus interest, penalty and costs. Tax Parcel No. 20-035-0062

Subsequent delinquency for the year 2009 in the principal amount of \$965.91, plus interest, penalty and costs.

Subsequent delinquency for the year 2010 in the principal amount of \$645.48, plus interest, penalty and costs.

Subsequent delinquency for the year 2011 in the principal amount of \$447.15, plus interest, penalty and costs.

Subsequent delinquency for the year 2012 in the principal amount of \$459.30, plus interest, penalty and costs.

12. Any charge upon the land by reason of its inclusion in Weber County Fire Protection Service Area No. 4.

Affects Parcel No. 1

13. Easements, notes and restrictions as shown on the recorded plat.
14. Petition to Weber Basin Water Conservancy District for the allotment of water recorded May 24, 1996 as Entry No. 1408363 in Book 1808 at Page 434 of Official Records.
15. A resolution proposing to create a special improvement district known as Ogden Valley Natural Gas Improvement District with power and authority to impose assessments for improvements, provisions, restrictions, and/or requirements as disclosed by document recorded June 18, 1996 as Entry No. 1413086 in Book 1811 at Page 2786 of Official Records.
16. Resolution No. 27-2012 A Resolution of the Board of County Commissioners of Weber County, Utah, confirming the tax to be levied for Municipal services provided to the unincorporated area of Weber County and describing the services to be provided therein recorded December 13, 2012 as Entry No. 2610456 of Official Records.

(The following affects Parcel No. 1)

(The following affects all of the land, together with other land not included herein)

17. A Deed of Trust dated November 14, 1997 by and between Pamela B. Elliott, a married woman as Trustor in favor of Mountain View Title and Escrow Co. as Trustee and Mountain Express Mortgage as Beneficiary, to secure an original indebtedness of \$240,000.00 and any other amounts or obligations secured thereby, recorded November 17, 1997 as Entry No. 1504513 in Book 1891 at Page 2151 of Official Records.

According to Official Records, the Beneficial Interest of Mountain Express Mortgage under said Deed of Trust was assigned to Standard Federal Bank, a Federal Saving Bank by that certain Assignment recorded November 17, 1997 as Entry No. 1504514 in Book 1891 at Page 2160 of Official Records.

(The following affects Parcel No. 1)

Affects Parcel No. 1

(The following affects a portion of the land)

18. A Deed of Trust dated January 10, 2007 by and between David C. Booth and Pamela B. Elliott husband and wife, as Trustor in favor of Mountain View Title & Escrow Co., as Trustee and Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Barnes Banking Company, a Utah Corporation, as Beneficiary, to secure an original indebtedness of

\$442,500.00 and any other amounts or obligations secured thereby, recorded January 16, 2007 as Entry No.2235472 of Official Records.

According to Official Records, the Beneficial Interest under said Deed of Trust was assigned to The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2007-7T2, Mortgage Pass-Through Certificates, Series 2007-7T2 by that certain Assignment recorded October 24, 2011 as Entry No. 2546525 of Official Records.

(The following affects a portion of the land)

19. Revolving Credit Deed of Trust dated December 12, 2007 by and between David C. Booth and Pamela B. Elliott, husband and wife as Trustor in favor of Barnes Banking Company as Trustee and Barnes Banking Company as Beneficiary, to secure a revolving line of credit in the original amount of \$75,000.00 and any other amounts or obligations secured thereby, recorded December 17, 2007 as Entry No. 2311039 of Official Records.

Note: The herein-above mentioned deed of trust secures a revolving line of credit. The Company requires signed authorization from Trustor(s) closing said line of credit.

According to Official Records, the Beneficial Interest under said Deed of Trust was assigned to Lakeland West Capital, LLC by that certain Assignment recorded August 28, 2012 as Entry No. 2592891 of Official Records.

Affects Parcel No. 1

(The following affects all of the land, together with other land not included herein)

20. A Deed of Trust dated July 29, 2010 by and between David C. Booth and Pamela B. Booth aka Pamela B. Elliott as Trustor in favor of Robert L. Froerer, Attorney at Law as Trustee and James Branch and Dianne Branch as Beneficiary, to secure an original indebtedness of \$Non-Shown and any other amounts or obligations secured thereby, recorded August 09, 2010 as Entry No. 2485561 of Official Records.

21. Terms and conditions of that certain Decree of Divorce with Pamela Bernice Elliott as Petitioner and David Curtis Booth as Respondent, filed July 26, 2010 as Case No. 104900924, Second Judicial District Court Clerk's Office, which provides the following: During the course of the marriage, the parties acquired the following real property:

a. house and lot

Address:

5878 Snow Basin Rd Hunstville, Utah 84317

b. This property shall be sold as soon as reasonably practicable. Both parties shall continue to be responsible for payments, taxes and insurance until the property is sold. The proceeds of the sale shall be applied as follows:

1. First, to pay expenses of sale;
2. Second, to retire any and all mortgages and liens;
3. Third, to pay all marital debts and obligations;
4. Last, any balance remaining shall be divided equally between the parties.

c. Expenses related to this property shall be paid as follows:

Expense: Branch loan of \$60,000

Payment: If this loan still exists by the date The Property is sold, David Booth will pay this loan out of his share of the profit from the sale of this property

Expense: Branch loan of \$25,000

Payment: If loan still exists by the date The Property is sold, David Booth will pay this loan from his share of the profit from the sale of this property.

Expense: Kubota tractor remaining loan balance

Payment: David Booth will pay off the balance of this loan with his share of the profit from the sale of this property

Expense: First mortgage on this property approximately \$425,000

Payment: David Booth and Valley Construction, Inc. will continue to pay this monthly mortgage payment and keep this loan current and in good standing

Expense: Home Equity Line of Credit (or HELOC) approximately \$75,000

Payment: David Booth and Valley Construction, Inc. will continue to make this monthly payment, keep this loan current and in good standing.

During the course of the marriage, the parties acquired the following real property:

a. undeveloped lot

Address:

below 5878 Snow Basin Road Hunstville, Utah 84317

b. This property shall be sold as soon as reasonably practicable. Both parties shall continue to be responsible for payments, taxes and insurance until the property is sold. The proceeds of the sale shall be applied as follows:

1. First, to pay expenses of sale;
2. Second, to retire any and all mortgages and liens;
3. Third, to pay all marital debts and obligations;
4. Last, any balance remaining shall be divided equally between the parties.

c. Expenses related to this property shall be paid as follows:

Expense: the lot itself

Payment: this lot will be sold with the house and lot at 5878 Snow Basin Road.

The parties shall adhere to the following additional provision:

The home at 5878 Snow Basin Road and all its property - including the lower 3 acre lot in this document-(from here on all called The Property)is being marketed to sell. Current sale price is \$1,200,000. If The Property does not sell by July 15, 2010, the sale price will be lowered to \$1,100,000. If The Property does not sell by Oct 15, 2010, the sale price will be lowered to \$990,000. If not sold by Jan 15, 2010, price reduced to \$975,000. If not sold by April 15, 2011, price reduced to \$950,000. If not sold by July 15, 2011, price reduced to \$925,000. After July 15, 2011, Pam and David agree to continue to market The Property in terms agreeable to both parties.

The parties shall adhere to the following additional provision:

Neither Pam or David will put on any more debt against The Property.

The parties shall adhere to the following additional provision:

The household furnishings at The Property have been divided fairly and both Pam and David agree to this. Pending is the disposition of the clothes washer and dryer, which Pam will take with her when she moves from Utah or it will be sold as part of The Property.

The parties shall adhere to the following additional provision:

If the mortgage for The Property is delinquent (more than 15 days after the statement due date), David will notify Pam by certified mail.

The parties shall adhere to the following additional provision:

Both Pam and David will be included in all decision making regarding the sale of The Property, i.e. purchase offers, sale price changes, marketing strategies, etc.

The parties shall adhere to the following additional provision:

In the event that David files for bankruptcy, he is to notify Pam by certified mail so arrangements can be made for disposition of The Property.

22. A Warrant for Delinquent Taxes against Dave C. Booth as Debtor in favor of The State of Utah, as Creditor, in the principal amount of \$6,719.02 and any other amounts due thereunder, filed October 08, 2012, as Warrant No. 126907332, Second Judicial District Court Clerk's Office.

The name(s) Pamela B. Booth, David C. Booth and Pamela B. Elliot, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

NOTE: 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

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

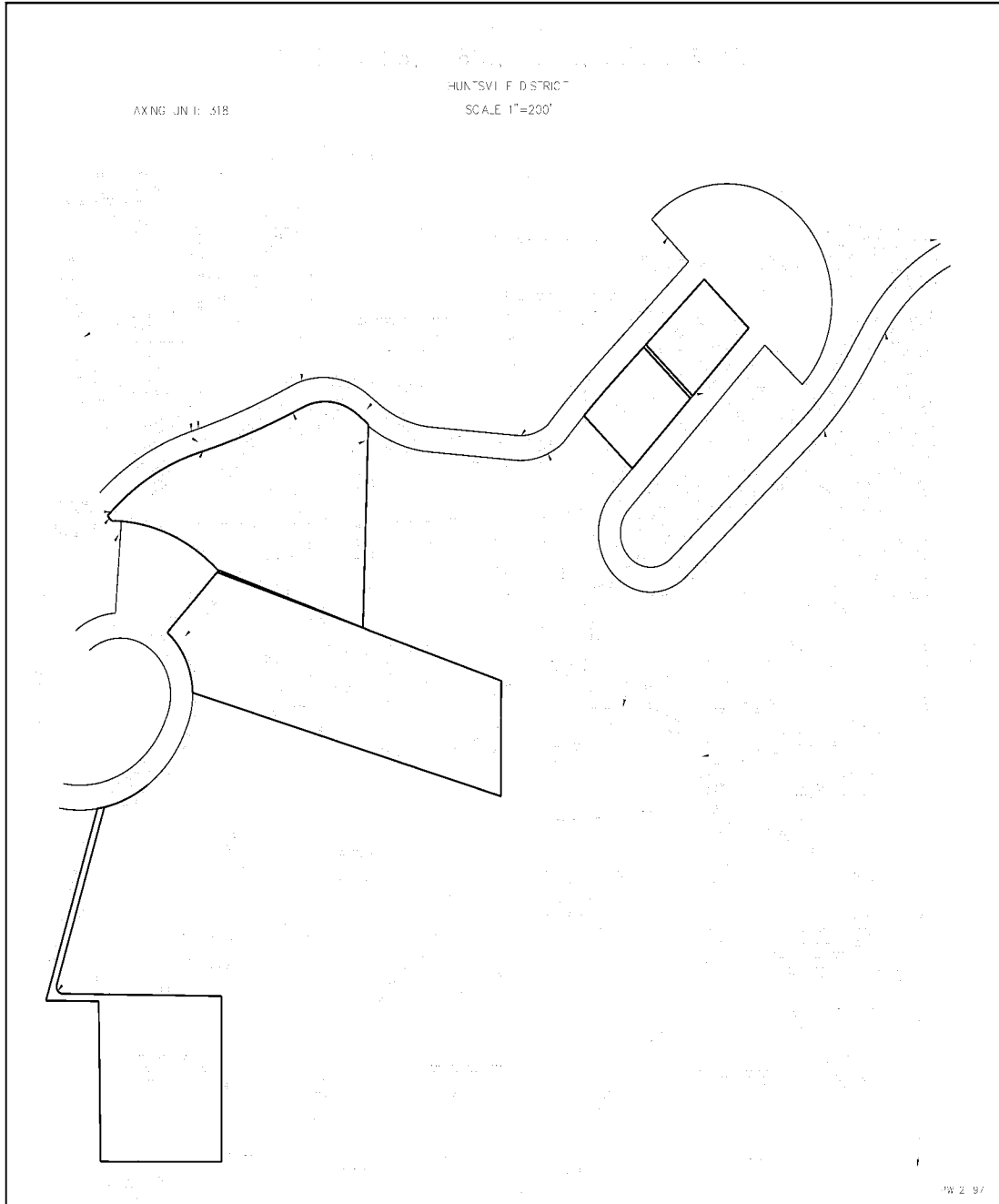
Title inquiries should be directed to Larry Bond @ (801)578-8835.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

Any matter in dispute between you and the company 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 on 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 if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.



CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



First American Title Company, 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 you provide to us. Therefore, together with our parent company, The First American Corporation, 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 public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.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 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 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 services 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 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.

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