



OLD REPUBLIC TITLE

Property Address: Unassigned Address, Ogden, UT 84401
 Tax ID Number: 19-057-0062
 File Number: 2263039MLH

Thank you for choosing Old Republic Title! We look forward to working with you.

BUYER	SELLER Edward H. Harbertson Jr., Stacey Lee Adams, Douglas James Harbertson, Guy Paul Harbertson
BUYERS AGENT	LISTING AGENT
LENDER	

Your Escrow Officer Mike Hendry and Escrow Assistant are excited to be working with you, and look forward to helping you with all your closing needs. Please feel free to email them at mlhendry@oldrepublictitle.com and or call them at the number below with any questions.



Old Republic National Title Insurance Company
 5732 South 1475 East #100
 South Ogden, UT 84403
 Phone # 801-479-1191
 Fax # 801-479-2777

WE ARE PROUD TO BE A LOCAL PRODUCER OF TITLE INSURANCE USING IN-HOUSE EMPLOYEES AND STAFF



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No. 2263039MLH

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE A
ALTA COMMITMENT**

1. Commitment Date: February 3, 2021 at 8:00 AM

2. Policy or Policies to be issued:

(a) **ALTA HOMEOWNER'S POLICY**

Proposed Insured: To be determined
Amount of Insurance: To Be Determined
Premium:
Endorsements: ALTA 39
Endorsement Amount: \$0.00

(b) **ALTA EXPANDED RESIDENTIAL LOAN POLICY**

Proposed Insured: To Be Determined
Amount of Insurance: To Be Determined
Premium:
Endorsements: ALTA 9, 22, 39 & 8.1
Endorsement Amount: Included In Loan Policy Premium

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Edward H. Harbertson, Jr. as to an undivided 3/6ths interest; Stacey Lee Adams as to an undivided 1/6th interest; Douglas James Harbertson as to an undivided 1/6th interest; Guy Paul Harbertson as to an undivided 1/6th interest.

5. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

Property Address:

Unassigned Address
Ogden, Utah 84401
Tax ID: 19-057-0062

COUNTERSIGNED

Old Republic National Title Insurance Company

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EXHIBIT "A"

ALL OF LOT 4, SECTION 36, TOWNSHIP 7 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN LOCAL SURVEY, EXCEPTING APPROXIMATELY ONE ACRE IN THE SOUTHWEST CORNER OF SAID TRACT WHICH WAS HERETOFORE DEEDED TO GEORGE W. CLARK. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, SECTION 36, TOWNSHIP 7 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN LOCAL SURVEY AND RUNNING THENCE EAST 12.5 RODS, THENCE NORTH 13 RODS, THENCE WEST 12.5 RODS, THENCE SOUTH 13 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPT

A PART OF LOT 4 "PLAT OF SECTION 36" LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 7 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 4 ALSO BEING ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 BEING LOCATED NORTH 00°11'27" EAST 2224.94 FEET ALONG SAID WEST LINE FROM THE SOUTHWEST CORNER OF SAID SECTION; RUNNING THENCE ALONG SAID WEST LINE NORTH 00°11'27" EAST 150.0 FEET; THENCE SOUTH 89°48'33" EAST 373.75 FEET; THENCE SOUTH 00°04'35" WEST 366.11 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE ALONG SAID SOUTH LINE NORTH 89°54'17" WEST 168.32 FEET; THENCE NORTH 00°11'27" EAST 214.50 FEET; THENCE NORTH 89°17'05" WEST 206.17 FEET TO THE POINT OF BEGINNING.

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**SCHEDULE B - I
ALTA COMMITMENT**

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Record Warranty Deed sufficient to convey the fee simple estate or interest in the property described or referred to herein.
6. 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.
7. Title is to vest in persons not yet revealed, and when so vested will then be subject to matters disclosed by a search of the record against their names.

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**SCHEDULE B - II
ALTA COMMITMENT
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exception

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 the Schedule B, Part I-Requirements are met.

Standard Exceptions

2. Taxes or assessments which are not now payable or which 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.
3. Any facts, 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.
4. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records
5. 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.
6. 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.
7. 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.
8. Any service, installations, connections, maintenance, or construction charges for sewer, water, electricity, or garbage.

Note: General Exception 1 and Standard Exceptions 2 - 8 will be deleted on any extended coverage loan policy

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Special Exceptions

9. 2022 General Property Taxes are accruing and are not yet due and payable. 2021 General Property Taxes have been PAID in the amount of \$214.46. Tax ID No.: 19-057-0062
10. Said property is located within the boundaries of Ogden, Weber County, and is subject to all assessments and service charges levied thereof. Tax District: 531
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel in, on, and/or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Subject to all existing roads, street, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights of way and easements thereof.
13. Water rights, or claims or title to water.
14. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded November 5, 2019, as Entry No. 3014524, of the Official Records.
15. The terms, conditions, restrictions and limitations of that certain Subject to Canal as Disclosed in Deed by and between The Utah Light and Railway Company and Warren Irrigation Company:
Recorded: May 9, 2007
Book: 52
Page: 611, of the Official Records
16. The terms, conditions, restrictions and limitations of that certain Agreement by and between State of Utah, Acting through the Utah Water and Power Board and Warren Irrigation:
Recorded: December 29, 2061
Entry No.: 371452
Book: 699
Page: 304, of the Official Records
17. The terms, conditions, restrictions and limitations of that certain Subject to Irrigation Easement as described in Quit Claim Deed by and between Warren Irrigation Company and State of Utah acting through the Water and Power Board:
Recorded: December 29, 2061
Entry No.: 371455
Book: 699
Page: 310, of the Official Records

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18. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
In favor of: Warren Irrigation Company
Recorded: March 28, 1975
Entry No.: 634445
Book: 1081
Page: 1, of the Official Records
19. The terms, conditions, restrictions and limitations of that certain Agreement by and between State of Utah, acting through the Board of Water Resources and Warren Irrigation Company:
Recorded: April 22, 1981
Entry No.: 834306
Book: 1380
Page: 890, of the Official Records
20. NOTE: No existing Deed of Trust appears of record under the CURRENT OWNER(S). If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.
21. The Company requires the name of the proposed purchaser(s) in order to secure a search for any applicable judgment, tax and/or other statutory liens and matters. The company may then make additional exceptions and requirements.

NOTE: The following name(s) have been checked for judgments and no unsatisfied judgments appear of record, except as shown herein:

Edward H. Harbertson Jr.; Stacey Adams; Douglas Harbertson; and Guy Harbertson

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

NONE

For Escrow inquiries contact Mike Hendry, 801-479-1191 or mlhendry@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 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

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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.

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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 EXTRACTIONAL 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.

Issued through the Office of:
Old Republic National Title Insurance
5732 South 1475 East #100
South Ogden, UT 84403

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Signatory

By *C Monroe* President

Attest *Daniel Wald* Secretary

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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

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- (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.

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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OLD REPUBLIC TITLE

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 <i>no longer</i> 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

Go to 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	
How does Old Republic Title protect my personal information?	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 https://www.oldrepublictitle.com/privacy-policy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> · Give us your contact information or show your driver's license · Show your government-issued ID or provide your mortgage information · Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> · Sharing for affiliates' everyday business purposes - information about your creditworthiness · Affiliates from using your information to market to you · Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <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>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<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"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice				
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	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
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.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				