



**First American Title™**

# Title Insurance Commitment

ISSUED BY

**First American Title Insurance Company**

# Commitment



## INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

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

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact:  
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**1 First American Way, Santa Ana, California 92707**

## TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

## AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the 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:

- The Provision in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

### First American Title Insurance Company

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

### Atlas Title Insurance Agency, Inc.

490 West 100 South  
Heber, UT 84032

**Atlas Title File No.:** 32109

**Escrow Officer:** Kim Smith

**Title Officer:** Michael H. Brown

**Property Address:** 907 East 220 North, Heber City, UT 84032

**Seller(s):**

**Buyer(s):** Steven L. Leatham and Jamie Leatham, husband and wife as joint tenants, with rights of survivorship

**Listing Agent:** -

**Selling Agent:** -

**Loan Officer:**

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## 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 your title according to the state statutes where your land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B – Section II 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 (a) and (c) of Schedule B – Section I 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 on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy 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 claim, 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.

 <b>First American Title™</b>	<b>Title Insurance Commitment</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Issued by: Atlas Title Insurance Agency, Inc.** **File No.:** 32109  
**Addr:** 490 West 100 South, Heber, UT 84032 **Ph:** (435) 657-1220 **Fax:** (435) 657-1225

**Escrow Officer:** Kim Smith **Email:** kims@atlastitle.com  
**Title Officer:** Michael H. Brown **Email:** mbrown@atlastitle.com

1. Commitment Date: April 10, 2017 at 7:55 AM

2. Policy (or Policies) to be issued: POLICY AMOUNT

- a.  ALTA Owner's Policy of Title Insurance
  - ALTA Homeowner's Policy of Title Insurance
- b.  ALTA Loan Policy of Title Insurance
  - ALTA Expanded Coverage Residential Loan Policy

Proposed Insured:

Proposed Insured: Lender

Endorsements 8.1-06, 9, and 22-06 Premium: \$60.00

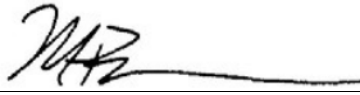
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Steven L. Leatham and Jamie Leatham, husband and wife, as joint tenants, with right of survivorship

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

All of Lot 108, Timp Meadows North, Phase II, a subdivision, according to the official plat thereof, recorded in the office of the County Recorder of Wasatch County, State of Utah.

The following is shown for informational purposes only:

**Property Address:** 907 East 220 North, Heber City, UT 84032 **Tax ID No.:** OTM-2108

By:   
 Authorized Countersignature  
 (This Schedule A valid only when Schedule B is attached.)

 <b>First American Title™</b>	<b>Title Insurance Commitment</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	 <b>ATLAS TITLE</b> INSURANCE AGENCY, INC. <small>490 West 100 South Heber City, UT 84032 Ph. 435.657.1220 Fax 435.657.1225</small>

File No.: 32109

**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.
- c. Documents satisfactory to us creating the interest in the land/or the mortgage to be insured must be signed, delivered and recorded.
- d. 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.
- e. Reconveyance of that Deed of Trust shown as No(s). 13 & 14 Schedule "B", Section II.

 <b>First American Title™</b>	<b>Title Insurance Commitment</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	 <small>490 West 100 South Heber City, UT 84032 Ph: 435.657.1220 Fax: 435.657.1225</small>

File No.: 32109

**EXCEPTIONS**

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 easement 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.
8. Taxes for the year 2017 are now accruing, not yet due and payable. Taxes for the year 2016 are paid in the amount of \$2,302.64 under tax id no 0TM-2108.
9. Subject to the assessments levied by the city of Heber City, if any.
10. Subject to easements and recitals as shown on the Official Plat which is recorded in the Office of the County Recorder.
11. The property lies within the service District #21, Heber Valley Special Service District, The Wasatch County Fire District, and the Jordanelle Special Service District, and is subject to all assessments levied thereon.
12. Declaration of Restrictive Covenants, omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons. Recorded 11 April 1997 as Entry No. 193604 in Book 346 at Page 58 of the Official Records.
13. A Deed of Trust dated 23 February 2005 by and between Steven L. Leatham and Jamie Leatham as Trustor in favor of Stewart T. Matheson, Attorney at Law as Trustee and **Countrywide Bank, a Division of Treasury Bank, N.A.** as Beneficiary, to secure an original indebtedness of \$29,850.00, recorded 25 February 2005 as Entry No. 280246, in Book 738, at Page 222, of Official Records.
14. A Deed of Trust dated 5 February 2007 by and between Steven L. Leatham and Jamie Leatham as Trustor in

favor of JPMorgan Chase Bank, National Association as Trustee and **JPMorgan Chase Bank, N.A.** as Beneficiary, to secure an original indebtedness of \$61,500.00, recorded 9 February 2007 as Entry No. 315241, in Book 929, at Page 768, of Official Records.

Request for Notice recorded 20 April 2017 as entry no. 437300, in book 1188, at page 1155, of Official Records.

Notice of Default recorded 20 April 2017 as entry no. 437301, in book 1188, at page 1156, of Official Records.

15. Judgments were checked in the names of Steven L. Leatham and Jamie Leatham. None were found except as shown above.

NOTE: According to the Official Records, there have been no documents conveying title to the land described herein within 24 months prior to the date of this commitment, except as follows: NONE



## Privacy Information

### 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 subsidiaries 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 that 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 a public record 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.

### 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 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 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.

### Information Obtained Through Our Web Site

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.