

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, A California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsements.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate **6 months** after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

***First American Title Insurance Company***

BY

PRESIDENT

ATTEST

SECRETARY



BY

Authorized Signature

## SCHEDULE A

File Number: **1156721-DA02, SCG**

17-12428

1. Effective Date: **February 12, 2008 at 8:00 AM**
2. Policy or policies to be issued: AMOUNT
  - a. New Mexico Owner's Policy  
Proposed Insured: \$0.00
  - b. New Mexico Mortgagee's Policy  
Proposed Insured: \$41,800.00  
  
GECU  
**[and/or their successors and assigns as their interest may appear.]**
  - c. Proposed Insured: \$
3. The estate of interest in the land described or referred to in this Commitment and covered herein is:

### **Fee Simple**

4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in:  
  
Hector Flores and Luz A. Flores, husband and wife
5. The land referred to in this Commitment is described as follows:

#### LEGAL DESCRIPTION OF A 1.00 ACRE TRACT OF LAND

A TRACT OF LAND SITUATE IN THE TOWN OF LA UNION, DONA ANA COUNTY, NEW MEXICO, BEING PERT OF LOT 5, OF SECTION 20, TOWNSHIP 27 SOUTH, RANGE 3 EAST, N.M.P.M. OF THE U.S.G.L.O. SURVEYS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT;

BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED WHENCE A 2" IRON PIPE WITH CAP FOUND FOR THE SOUTHWEST CORNER OF LOT 5 OF SECTION 20, OF SAID TOWNSHIP AND RANGE, BEARS S 00° 02' 56" W, A DISTANCE OF 1116.29 FEET;

THENCE FROM THE POINT OF BEGINNING, N 00° 02' 56" E, A DISTANCE OF 191.65 FEET TO THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, MARKED BY A FOUND 8". NAIL IN A RAILROAD TIE;

THENCE N 89° 38' 02" E, A DISTANCE OF 227.29 FEET TO THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, MARKED BY A SET ½" IRON ROD WITH CAP STAMPED "NMPS 5949";

THENCE S 00° 02' 54" W, A DISTANCE OF 191.65 FEET TO THE SOUTHEAST CORNER OF THE TRACT

HEREIN DESCRIBED, MARKED BY A SET ½" IRON ROD WITH CAP STAMPED "NMPS 5949";

THENCE S 89° 38' 02" W, A DISTANCE OF 227.29 FEET TO THE PLACE AND POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, CONTAINING 1.00 ACRES OF LAND, MORE OR LESS.

SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD AS THEY MAY EXIST ON THE GROUND.

**SCHEDULE B, PART 1  
(Requirements)**

File No. **1156721-DA02, SCG**

I. The following are the requirements to be complied with:

1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. Instruments in insurable form which must be executed, delivered and duly filed for record.
3. Record a Release of the Mortgage executed by Hector Flores and Luz A. Flores, husband and wife, to Government Employees Credit Union of El Paso, filed July 10, 1996, recorded in Book 57, Page(s) 1020-1026, Document Number 9615365, records of Dona Ana County, New Mexico.
4. Record a Mortgage from Hector Flores and Luz A. Flores to GECU in the amount of \$41,800.00.

IF THIS IS A REFINANCE THE BORROWER MAY BE ENTITLED TO A CREDIT UNDER THE NEW MEXICO TITLE INSURANCE REGULATIONS.

5. Provide a current Survey showing the location of all improvements made upon the subject premises to Dona Ana Title Company, Inc., a New Mexico Corp for review and evaluation. Upon examination of the required Survey, additional exceptions and/or requirements may be made. **(Note: This requirement is only applicable if the proposed insured lender, herein, is requesting deletion of Schedule B, standard exceptions 2 and 3.)**

## **SCHEDULE B, PART II (Exceptions)**

File No. **1156721-DA02, JMC**

General exceptions 1, 2, 3, 4, 6 and/or 7 may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the Company's underwriting standards for each such deletion. General exception 5 may be deleted from the policy if the named insured in the case of an Owner's Policy, or the vestee, in the case of a Leasehold or Loan Policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. The policy to be issued pursuant to this Commitment will be endorsed or modified in Schedule B by the Company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to Schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the Company hereby waives its right to demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the Company and the insured.

[6-16-86, 3-1-90, 6-1-97, 6-1-98; 13.14.5.9 NMAC - Rn, 13 NMAC 14.5.9, 5-15-00; A, 8-29-03]

II. 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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments, or other entities, to lands comprising the shores or bottoms of navigable streams, lakes or land beyond the line of the harbor or bulkhead lines established or changed by the United States Government.
7. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.

NOTE: Standard Exception 7 may be modified to allow deletion of all language with the exception of the words "water rights, claims or title to water."

8. Taxes or assessments which are not shown as existing liens by the public record.
9. Taxes for the year 2008, and thereafter. (See 13.14.5.12 NMAC)
10. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.

11. Reservations as contained in the Patent from the United States of America.
12. Claim of Exemption recorded in Book 812, Page(s) 134-138, records of Dona Ana County, New Mexico.
13. NOTE: The acreage designations contained in Schedule A, Item 5 (Legal Description) is for informational purposes only. This policy does not insure against loss or damage resulting from any inaccuracies thereof.

Note: According to the public records, there have been no deeds conveying the property in this commitment within a period of 24 months prior to the date of this commitment, except as follows: NONE

### CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these conditions and stipulations.
3. Liability of the Company under this commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the conditions and stipulations, and the exclusions from coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed insured may have or may bring against the company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this commitment must be based on and are subject to the provisions of this commitment.



## **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 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*, a copy of which can be found on our website at [www.firstam.com](http://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 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.