

Meridian

Title Company

"We Do Good Deeds"

ESCROW OFFICER:

Jon S. Crow

64 East 6400 South, Suite 100
Salt Lake City, UT 84107

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SUBJECT PROPERTY ADDRESS:

123 East Home Street
Perfectville, UT 84000

BUYER/BORROWER(S):

John Doe and Jane Doe

SELLER:

Joe Smith

LISTING AGENT:

Best Realty
Attn: Mikey Mike
1 East 2 South, Ste 150
Salt Lake City, UT 84101

SELLING AGENT:

Super Real Estate
Attn: Jan Jansen
2 East 1 South, Ste 107
Salt Lake City, UT 84101

MORTGAGE BROKER:

Real Good Finance, LLC
Attn: Jimmy Dean
321 West Center Street
Salt Lake City, UT 84101

LOAN PROCESSOR:

Attn:



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MTC File No. XXXXXX

SCHEDULE A

Commitment No. XXXXXX

1. Effective Date: Januray 1, 2022 8:00AM (5th Amended)

Amount

2. Policy or Policies to be issued:

A. ALTA Homeowner's Policy of Title Insurance

\$500,000.00

Premium \$2,466.00

Proposed Insured: John Doe and Jane Doe

B. ALTA Extended Coverage Loan Policy 2006

\$400,000.00

Premium \$1,401.00

Proposed Insured: Real Good Finance, LLC, ISAOA/ATIMA

C. Endorsements:

ALTA 08.1-06 - Environmental Protection Lien, CLTA 100, CLTA 116 \$ I n c l u d e d

3. The estate or interest in the land described or referred to in this Commitment and covered herein is FEE SIMPLE and is at the effective date hereof vested in:

Joe Smith, a single person

4. The land referred to in this commitment is situated in the County of Salt Lake, State of Utah, and described as follows:

Lot 1, Sweet Street Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

Address: 123 East Home Street, Perfectville, UT 84000

Escrow Officer: Jon S. Crow

Old Republic National Title Insurance Company

Counter Signed 
Authorized Officer or Agent

**SCHEDULE B - SECTION I
REQUIREMENTS**

File Number: 209115

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 and/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.

Note: The owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks as follows:

Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2,500.00, whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.00.

Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5,000.00, whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.00.

Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5,000.00, whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.00.

Covered Risk 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2,500.00, whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.00.

SCHEDULE B

File Number: 209115

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public record.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c), or (d) are shown by the public records.
6. 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 assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. 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.
9. Taxes for the year 2022 are now a lien not yet due and payable. Taxes for the year 2021 have been paid in the amount of \$2,571.88. Property I.D. No. 00-00-000-000.

"Lien arising as of January 1 for any unpaid personal property taxes which may be listed against the property described herein."
10. Said property is located within the boundaries of Sandy City, Central Utah Water Conservancy District, Cottonwood Improvement District, & White City Water Improvement District and is subject to the charges and assessments levied thereunder.
11. An easement(s) for the purposes and rights incidental thereto as shown or as offered for dedication on the [recorded map](#).

Subject to Notes, Dedications, Easements, and/or Reservations, as shown on recorded plat.

12. The matters contained in a document captioned Covenants, Conditions and Restrictions (deleting therefrom any restrictions based on race, color or creed).

Recorded: November 2, 1974 as Entry No. [666329](#) in Book 327 at Page 7 of Official Records.

12. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby;

Amount: \$261,000.00

Dated: January 25, 2008

Trustor: Joe Smith, a single person

Trustee: Meridian Title Company

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for Direct Mortgage, Corp.

Recorded: January 1, 1999 as Entry No. [1033562](#) in Book 956 at Page 708 of Official Records.

13. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby;

Amount: \$186,150.00

Dated: September 20, 2010

Trustor: Joe Smith

Trustee: Stewart T. Matheson, Attorney at Law

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for America's Holding

Recorded: September 22, 2004 as Entry No. 9178871 in Book 9040 at Page 182 of Official Records.

14. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby;

Amount: \$298,943.00

Dated: December 7, 2002

Trustor: Jack Attack, Jr.

Trustee: Cottonwood Title Insurance Agency

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for Wilmington Finance, a division of AIG Federal Savings Bank

Recorded: December 9, 2002 as Entry No. 9578150 in Book 9228 at Page 3953 of Official Records.

15. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby;

Amount: \$49,735.00

Dated: December 7, 2002

Trustor: Jack Attack, Jr

Trustee: Cottonwood Title Insurance Agency

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for Wilmington Finance, a division of AIG Federal Savings Bank

Recorded: December 9, 2002 as Entry No. 9578151 in Book 9228 at Page 3972 of Official Records.

16. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue;

Taxpayer: Joe Smith
Taxpayer I.D. No. XXX-XX-4038
Amount: \$8,974.88
Recorded: February 9, 2019 as Entry No. 11131610 of Official Records.

17. A Notice of Homeowners Association lien

Amount: \$3,603.56
Claimant: Overlook Estates Home Owners Association
Recorded: June 16, 2019 as Entry No. 1137985 in Book 9998 at Page 334 of Official Records.

18. The divorce action between Joe Smith and Jackie Smith filed on October 29, 2020 in the Third District Court of Salt Lake County, Utah.

19. Claim, right, title or interest to water or water rights whether or not shown by the public records.

The following exception(s) affect the proposed buyer:

20. A Judgment for the amount shown below and any other amounts due;

Creditor: RC Willey Home Furnishings
Debtor: John Doe
Court: Third District Court
Case No.: 090409261
Amount: \$3,083.44
Attorney: Kirk A. Cullimore Phone 801-461-3925
Recorded: December 1, 2020 as Entry No. 10849237 in Book 9784 at Page 5667 of Official Records.

NOTE: Upon full and satisfactory compliance with all underwriting requirements, including but not limited to, the requirements set forth in Schedule B-1, and payment of all applicable charges, exceptions 1-8 may be omitted from the policy or policies to be issued hereunder.

NOTE: Judgments have been searched in the names of Jack Roger Feldman Jr. and Patricia Marie Feldman and Christopher Berrett for the past eight years and none were found of record except as shown above.

NOTE: A cancellation fee of \$250.00 will be billed for this commitment if a Policy of Title Insurance is not issued within 120 days.

NOTE: 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. You may review of copy of the arbitration rules at <http://www.alta.org>. 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.

NOTE: This file was examined by Dougie Title Officer. (801) 264-8888.

CHAIN OF TITLE

Order Number: 209115

THIS IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT MADE A PART OF ANY COMMITMENT FOR TITLE INSURANCE PRODUCED BY MERIDIAN TITLE COMPANY.

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:

Deed Type: Warranty Deed

Grantors: Bryce D. Peterson, Trustee of the JRBTWS Trust, as amended and restated in total on 11th day of June, 2008

Grantees: Joe Smith.

Dated:

Recorded Date: March 12, 2002

Consideration:

DBV: Entry No. 11347338 in Book 9998 at Page 1901