

ISSUED BY
UNITED TITLE SERVICES
4001 South 700 East, Suite 300
Salt Lake City, Utah 84107
PHONE (801) 924-5330 - FAX (801) 263-0660

THIS COMMITMENT HAS BEEN PREPARED FOR:
LOTS OF MONEY BANK, FSB
1234 South 5678 West
Corvallis, OR 32386
ATTN: CRUELLA

ORDER NO. **00023456**
RICHARD CARSON
SALLY ANN CARSON

cc: **United Title Services**
4001 South 700 East, Suite 300
Salt Lake City, Utah 84107
Walt Vandenberg / (801) 924-5330
FAX: (801) 263-0660

THE UNDERWRITER FOR COMMITMENT
AND THE POLICY TO ISSUE IN CONNECTION THEREWITH
IS FIDELITY NATIONAL TITLE INSURANCE COMPANY.

Commitment, Schedule A

SCHEDULE A

1. Effective Date: July 1, 2004 at 8:00 a.m.

Order No. **00023456**
Direct Title Inquiries To: **Camille Keys / 924-5339**
Direct Closing Inquiries To: **Walt Vandenberg / 924-5330**

- | 2. Policy or Policies to be issued: | Amount |
|-------------------------------------|----------------------|
| (a) ALTA Owner's Policy | \$ 180,000.00 |
| Proposed Insured: | Fee \$ 550.00 |

RICHARD CARSON and SALLY ANN CARSON

- | | |
|----------------------|----------------------|
| (b) ALTA Loan Policy | \$ 166,000.00 |
| Proposed Insured: | Fee \$ 550.00 |

LOTS OF MONEY BANK, FSB

- | | |
|--|---------------------|
| (c) Endorsements: 100, 116, 8.1 | Fee \$ 55.00 |
|--|---------------------|

3. The estate or interest in the land described or referred to in this commitment herein is fee simple and title thereto is at the effective date hereof vested in:

JOSEPH D. JACKSON and WANDA S. JACKSON, husband and wife as joint tenants with full rights of survivorship

4. The land referred to in this commitment is situated in **Salt Lake** county, State of Utah.

Lot 46, BLOSSOM ACRES, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office

For informational purposes only.
The Salt Lake County Assessor shows the address of said property to be:

**1636 SOUTH BLOSSOM DRIVE
SALT LAKE CITY, UTAH 84111**

Order No. 00023456

SCHEDULE B - SECTION 1 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 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.

(e) **INSTRUCTIONS TO THE CLOSING OFFICER**

The following documentation is required to close and insure this transaction.

- 1. _____ **Warranty Deed from the vested owners on Schedule A to the proposed insured.**
- 2. _____ **Trust Deed to secure the new loan to be insured.**
- 3. _____ **Payment of Tax Sale shown as Exception No. 2.**
- 4. _____ **Payment of Sewer Tax Sale shown as Exception No. 3.**
- 5. _____ **Reconveyance of Deed of Trust shown as Exception No. 7**
- 6. _____ **Reconveyance of Deed of Trust shown as Exception No. 8.**
- 7. _____ **Release of Mechanic's Lien shown as Exception No. 9.**
- 8. _____ **Release of Lis Pendens and dismissal of Case shown as Exception No. 9.**
- 9. _____ **Satisfaction of Judgment shown as Exception No. 10.**
- 10. _____ **Release of Federal Tax Lien shown as Exception No. 11.**
- 11. _____ **Satisfaction of any terms and conditions of that certain Decree of Divorce shown as Exception No. 12.**
- 12. _____ **Discharge and closing order and any attachments to release Bankruptcy shown as Exception No. 13.**

(f) You must give us the following information:

- 1. Any off record leases, surveys, etc.
- 2. Statement(s) of identity, all parties.
- 3. Other

NOTE: As required by the Utah Code and current Utah Department of Insurance regulations, if the policy to be issued is an ALTA Loan Policy (10-17-92) with ALTA Endorsement Form 1 Coverage, the policy will include Utah Endorsement Form Misc 16, which provides that failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. The Company will provide a sample of the endorsement upon request.

SCHEDULE B - SECTION 1 CONTINUED

Order No. 00023456

Please direct any inquiries concerning any of the above requirements to Walt Vandenberg or Camille Keys prior to closing this transaction.

Commitment, Schedule B-2

Order No. **00023456**

SCHEDULE B - SECTION 2

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company.

PART 1

The following documentation is required to close and insure this transaction.

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, or 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 patent 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 theretofore 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 proposed insured acquiring of record for value the estate or interest or mortgage thereon covered by this commitment.

The foregoing numbered exceptions **1** through **7** will be eliminated from the Lender's Policy.

SCHEDULE B - SECTION 2

PART II

SPECIFIC EXCEPTIONS

1. General property taxes for the year 2004 are now accruing as a lien, but not yet due and payable as to Tax Parcel No. 11-11-111-1111.
2. Records of the Salt Lake County Treasurer's Office show that there is a Tax Sale for the year of 2003 in the amount of \$567.43, plus penalty, interest and costs, as to Tax Parcel no. 11-11-111-1111.
3. Sewer Tax Sale for the year 2003, in the amount of \$80.76, plus penalty, interest and costs, Salt Lake County Treasurer's Office, as to Tax Parcel No. 11-11-111-1111.
4. Said property is included with the boundaries of SALT LAKE CITY, and is subject to the following charges and assessments thereof:

SALT LAKE CITY (483-6900)

5. EASEMENTS AS DELINEATED and/or DEDICATED ON THE RECORDED PLAT

Purpose: Public Utilities Easement
Affects: Over the Northerly and Westerly 7 feet

6. COVENANTS, CONDITIONS, AND RESTRICTIONS AND/OR EASEMENTS, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, MARITAL STATUS, ANCESTRY, DISABILITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATED 42 USC §3604 (C) OR CALIFORNIA GOVERNMENT CODE §12955 CONTAINED IN INSTRUMENT:

Recorded: March 4, 1997
Entry No.: 1234555
Book?Page: 4555-777

AMENDMENT TO SAID COVENANTS

Recorded: January 19, 1998
Entry No.: 4565555
Book?Page: 4667-3344

7. DEED OF TRUST

Trustor: JOSEPH D. JACKSON and WANDA S. JACKSON, husband and wife as joint tenants
Trustee: ABC Title
Beneficiary: DDD HOME LOAN
Amount: \$154,300.00
Dated: June 18, 1999
Recorded: June 20, 1999
Entry No.: 5557777
Book/Page: 5400-340

ASSIGNMENT OF TRUST DEED

Assignor: DDD HOME LOAN
Assignee: ARCHES SAVINGS BANK, N.A.
Dated: July 21, 1999
Recorded: July 22, 1999
Entry No.: 5566666
Book/Page: 5423-319

SCHEDULE B - SECTION 2

PART II CONTINUED

Order No. 00023456

8. DEED OF TRUST

Trustor: JOSEPH D. JACKSON and WANDA S. JACKSON
Trustee: RED ROCK TITLE
Beneficiary: GARBAGE COLLECTOR'S CREDIT UNION
Amount: \$20,500.00
Dated: August 15, 2000
Recorded: August 19, 2000
Entry No.: 6788888
Book/Page: 6000-455

9. NOTICE OF LIEN

Claimant: BOB'S LUMBER AND CONSTRUCTION, INC.
Amount: \$572.93
For: Labor and materials
Dated: March 3, 2004
Recorded: March 4, 2004
Entry No.: 8889999
Book/Page: 8600-4539

Notice of Lis Pendens in an action in the Third Judicial Court in and for Salt Lake County to foreclose the above lien, said Lis Pendens dated June 13, 2004, and recorded June 15, 2004 as ENtry No. 8944445, in Book 8753, at Page 3212, of Official Records.

10. JUDGMENT

In favor of: BLUE BONNET BILLING AND COLLECTIONS
Against: WANDA S. JACKSON
Amount: \$979.32
Dated: March 3, 2003
Entered: March 3, 2003
Case No.: 03555555

11. FEDERAL TAX LIEN

Taxpayer: JOSEPH D. JACKSON and WANDA S. JACKSON
Amount: \$1,472.39
Dated: September 14, 2003
Recorded: September 14, 2003
Entry No.: 7900012

12. Terms and conditions of that certain Decree of Divorce dated February 2, 2004, by and between JOSEPH D. JACKSON, Petitioner vs. WANDA S. JACKSON, Respondent, entered on February 2, 2004 in the District Court in and for Salt Lake County, State of Utah, Case No. 040555666, which discloses, among other things, the following matters:

The Respondent is awarded subject property, subject to an equitable lien in favor of the Petitioner in the amount of \$12,000.00.

13. Pending proceedings in the United States District Court, Case No. 030300300, wherein JOSEPH D. JACKSON and WANDA S. JACKSON filed for Bankruptcy on December 13, 2003.

PR Example

Name Search and Chain of Title

* * * * *

The following names have been checked for judgments for the past eight years.

JOSEPH D. JACKSON
WANDA S. JACKSON

RICHARD CARSON
SALLY ANN CARSON

* * * * *

THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY:

The following is a twenty four (24) month chain of title for subject property:

Warranty Deed:

Grantor: PHIL BROWN
Grantee: JOSEPH D. JACKSON and WANDA S. JACKSON, husband and wife as joint tenants with full rights of survivorship
Dated: June 18, 1999
Recorded: June 20, 1999
Entry No.: 55577776
Book/Page: 5400-339

* * * * *

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND FIDELITY NATION TITLE INSURANCE COMPANY, (THE "COMPANY") CONCERNING THE POLICY OR POLICIES ISSUED PURSUANT TO THIS COMMITMENT 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 UPON 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 AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

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NOTE: A minimum cancellation fee of \$120.00 will be due and payable if no Title Policy has been issued within 90 days following receipt of this report. Said Cancellation Fee, when paid, will be applied as a credit toward the premium charges on the Title Insurance Policy issued in connection with this Commitment within six (6) months of this Commitment.

Fidelity National Financial Group of Companies' Privacy Statement

United Title Services Privacy Statement

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the serviced being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates, or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information.

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding The Sharing Of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- To agents, brokers or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreements, transactions or relationships with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Rights to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access the Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following addresses:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Call Real, Suite 200
Santa Barbara, CA 93110

Privacy Compliance Officer
United Title Services
4001 South 700 East, Suite 300
Salt Lake City, Utah 84107

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.