

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 EXTRACONTRACTUAL 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, **First American Title Insurance Company**, a Nebraska 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, 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:

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- (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (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

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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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Transaction Identification Data for reference only:

Issuing Agent: Kensington Vanguard National Title
 Issuing Office: 2415 E Camelback Rd, Suite 450, Phoenix, AZ 85016
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: 3156948-F-AZ-RP-CR
 Issuing Office File No.: 3156948-F-AZ-RP-CR
 Property Address: 20494 W. Daniel Place, Buckeye, AZ 85396

SCHEDULE A

1. Commitment Date: August 31, 2023 at 06:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowners Policy One-to-Four Family (10/17/98)
 Proposed Insured: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company.
 Proposed Policy \$1,000.00
 Amount:
 - (b) ALTA Loan Policy (06/17/06)
 Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed borrower associated with the proposed Mortgage to be insured.
 Proposed Policy \$1,000.00
 Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title, at the Commitment Date, vested in:
 Ricky F. Wilson and Sharon Wilson, as community property with right of survivorship, by Warranty Deed from Engle Whitestone LLC, a Delaware limited liability company, dated October 14, 2004, recorded on October 15, 2004, as Instrument No. [20041213691](#), in the Official Records of Maricopa County, Arizona.

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SCHEDULE A
(Continued)

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5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Kensington Vanguard National Title

By: 

Authorized Signatory

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII

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SCHEDULE B, PART I

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Ricky F. Wilson and Sharon Wilson, as community property with right of survivorship to Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company..
 - b. Deed of Trust from Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company. to Trustee(s) for Lender with contractual obligations under a loan agreement with the proposed borrower associated with the proposed Mortgage to be insured., securing the principal amount of \$1,000.00.
5. Payment in full of all assessments, late charges, transfer fees, and any other amounts due Verrado District 1 Community Facilities District.

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6. Proper showing that all assessments due and payable, levied by Verrado Community Association, Inc., have been paid to and including the closing date of this transaction.
7. Additional Information included in the Notice of HOA, disclosing HOA contact information, recorded March 13, 2012 as [2012-0206470](#) of Official records.
8. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of [REDACTED] recorded October 18, 2004 as [2004-1213692](#) of Official Records. Dated: October 14, 2004 Trustor: Ricky F. Wilson and Sharon Wilson, husband And wife Trustee: Golden West Savings Association Service Co., A California Corporation, 4101 Wiseman Boulevard, San Antonio, Texas 78251 Beneficiary: World Savings Bank FSB, Its Successors and/or Assignees

Note: The beneficial interest in the Deed of Trust was assigned to U.S. Bank Trust National Association by instruments of record, the last of which recorded April 15, 2022 as [2022-0335540](#) of Official Records.

9. Requirement Satisfied (no additional matters to disclose).
10. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.


NOTE: According to the Public Records, the following matters constitute the chain of title for the 24 month period preceding the Commitment Date hereof
OR
the last recorded instrument vesting title to the Land:

A document recorded October 18, 2004 as [2004-1213691](#) of Official Records
From: Engle Whitestone LLC, a Delaware limited liability company
To: Ricky F. Wilson and Sharon Wilson, husband and wife as community property with right of survivorship

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NOTE: Taxes are assessed in the total amount of \$5,131.10 for the year 2022 under Assessor's Parcel No. 502-78-584. All of 2022 taxes are paid in full.

SCHEDULE B, PART II

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:

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.
2. a) Taxes or assessments that 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; (b) proceedings by a public agency that 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.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, 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.

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6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.
8. (a) Taxes or assessments that 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;
(b) proceedings by a public agency that 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.
9. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
10. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
11. 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.
12. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
13. Taxes for the full year of 2023.
(The first half is due October 1, 2023 and is delinquent November 1, 2023. The second half is due March 1, 2024 and is delinquent May 1, 2024.)
14. Any charge upon said land by reason of its inclusion in Verrado District 1 Community Facilities District. (All assessments due and payable are paid.)

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15. Any charge upon said land by reason of its inclusion in Verrado Community Association, Inc.. (All assessments due and payable are paid.)
16. Covenants, conditions and restrictions in the document recorded as [2002-1219909](#) and amended as [2003-719503](#) and Supplemental Declaration recorded as [2003-786027](#), of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
17. Covenants, conditions and restrictions in the document recorded as [2002-428651](#) and amended as [2002-1031540](#), of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
18. Covenants, conditions and restrictions in the document recorded as [2002-1008905](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
19. Covenants, conditions and restrictions in the document recorded as [2002-1008906](#) and amended as [2004-0015591](#) and Supplemental Declaration recorded as [2003-0786027](#), of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
20. Covenants, conditions and restrictions in the document recorded as [2003-0531387](#) and Supplemental Declaration was recorded as [2003-0786027](#), of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.

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21. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as [Book 632 of Maps, Page 23](#) , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
22. All matters as set forth in Dedication, Easement and Maintenance Agreement, recorded November 08, 2002 as [2002-1186277](#) of Official Records.
23. All matters as set forth in Dedication, Easement and Maintenance Agreement, recorded November 08, 2002 as [2002-1186278](#) of Official Records.
24. All matters as set forth in Memorandum of Right of First Refusal executed by and between DMB White Tank, LLC, an Arizona limited liability company and Touse Homes, Inc., a Florida corporation, d/b/a in Arizona as Engle Homes, recorded June 17, 2003 as [2003-0786031](#) of Official Records.
25. All matters as set forth in Notice of Covenants, recorded June 17, 2003 as [2003-0786032](#) of Official Records.
26. An easement for public utilities and access and incidental purposes, recorded as [2003-496647](#) of Official Records.

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File No.: 3156948-F-AZ-RP-CR

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

The following described real property situate in Maricopa County, AZ with the title being conveyed to the grantee as set forth in the attached acceptance by the grantee:

Lot 1250, of Verrado Parcel 4.612, according to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 632 of Maps, Page 23.