

First American Title Insurance Company

4710 Summitview Avenue, Suite 204
Yakima, WA 98908

December 04, 2024

First American Title

Title Officer: **Tracey Hoover**

tlhoover@firstam.com

Phone: (509)494-1537 - Fax: (866)635-0229

Order Number: 4439-4224638

Please send all recording packages to 4710 Summitview Avenue, Suite 204, Yakima, WA 98908

Buyer:

Seller: Marvin Estes and Joanne Estes

Property: Un-Assigned
Zillah, WA

Attached please find the following item(s):

ALTA Commitment for Title Insurance

Thank you for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company
Issuing Office: 4710 Summitview Avenue, Suite 204, Yakima, WA 98908
Issuing Office's ALTA® Registry ID:
Commitment Number: 4439-4224638
Issuing Office File Number: 4439-4224638
Property Address: Un-Assigned, Zillah, WA
Revision Number:

SCHEDULE A

1. Commitment Date: November 27, 2024 at 8:00 a.m.
2. Policy to be issued:
 - a. ALTA® Homeowner's (Eagle) Policy
Basic Rate
Proposed Insured: To Follow
Proposed Amount of Insurance: \$To Follow Premium: \$To Follow Tax: \$To Follow
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Purchase Money Loan Rate
Proposed Insured: To Follow
Proposed Amount of Insurance: \$To Follow Premium: \$To Follow Tax: \$To Follow
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Marvin L. Estes, Jr. and Joanne Estes, husband and wife
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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FIRST AMERICAN TITLE INSURANCE COMPANY

Tracey Hoover, Title Officer

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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 Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The marital status of the vested owner described in Paragraph 4 of Schedule A is consistent with the marital status identified in the most current instrument vesting Title. First American Title Insurance Company does not represent that this is the current marital status of the vested owner. The current marital status of the vested owner should be provided to the Company prior to closing. Additional requirements may be imposed based upon any change in marital status since the recording of the current vesting deed.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. 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.
3. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are 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.
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, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records; (d) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien for services, labor, equipment or material or medical assistance, unless such lien is shown by the Public Records as of Date of Policy.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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- 9. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:
Levy/Area Code: 482

State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):

1.28% of the selling price

All other State Excise Tax:

1.10% of the selling price less than or equal to \$525,000.00

1.28% of the selling price from \$525,000.01 to \$1,525,000.00

2.75% of the selling price from \$1,525,000.01 to \$3,025,000.00

3.00% of the selling price over \$3,025,000.00

Local Excise Tax for City of Zillah:

.25% of the selling price

In addition to the Excise Tax due, a fee of \$5.00 will be charged on all taxable transactions (\$10.00 on all exempt transactions)

- 10. Delinquent General Taxes for the year 2024. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 201234-34002

1st Half

Amount Billed:	\$	2,211.24
Amount Paid:	\$	0.00
Amount Due:	\$	2,211.24, plus interest and penalty

2nd Half

Amount Billed:	\$	2,211.25
Amount Paid:	\$	0.00
Amount Due:	\$	2,211.25, plus interest and penalty
Assessed Land Value:	\$	258,670.00
Assessed Improvement Value:	\$	208,800.00

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11. Delinquent General Taxes for the year 2023. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 201234-34002

1st Half

Amount Billed: \$ 2,391.50
Amount Paid: \$ 0.00
Amount Due: \$ 2,391.50, plus interest and penalty

2nd Half

Amount Billed: \$ 2,391.50
Amount Paid: \$ 0.00
Amount Due: \$ 2,391.50, plus interest and penalty
Assessed Land Value: \$ 248,350.00
Assessed Improvement Value: \$ 208,000.00

12. Delinquent General Taxes for the year 2022. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 201234-34002

1st Half

Amount Billed: \$ 2,600.50
Amount Paid: \$ 0.00
Amount Due: \$ 2,600.50, plus interest and penalty

2nd Half

Amount Billed: \$ 2,600.51
Amount Paid: \$ 0.00
Amount Due: \$ 2,600.51, plus interest and penalty
Assessed Land Value: \$ 238,200.00
Assessed Improvement Value: \$ 207,300.00

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- 13. Delinquent General Taxes for the year 2021. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 201234-34002

1st Half

Amount Billed: \$ 3,122.29
 Amount Paid: \$ 0.00
 Amount Due: \$ 3,122.29, plus interest and penalty

2nd Half

Amount Billed: \$ 3,122.29
 Amount Paid: \$ 0.00
 Amount Due: \$ 3,122.29, plus interest and penalty
 Assessed Land Value: \$ 241,250.00
 Assessed Improvement Value: \$ 206,900.00

- 14. Delinquent General Taxes for the year 2020. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 201234-34002

1st Half

Amount Billed: \$ 3,371.46
 Amount Paid: \$ 0.00
 Amount Due: \$ 3,371.46, plus interest and penalty

2nd Half

Amount Billed: \$ 3,371.46
 Amount Paid: \$ 0.00
 Amount Due: \$ 3,371.46, plus interest and penalty
 Assessed Land Value: \$ 241,200.00
 Assessed Improvement Value: \$ 206,500.00

- 15. Delinquent Conservation Principal assessment for year 2024 .

Amount Due: \$ 15.10, plus interest

- 16. Delinquent Weed Board Principal assessment for year 2024 .

Amount Due: \$ 8.11, plus interest

- 17. Delinquent Horticulture Pest & Disease Control assessment for year 2024 .

Amount Due: \$ 112.00, plus interest

- 18. Delinquent Conservation Principal assessment for year 2023 .

Amount Due: \$ 15.10, plus interest

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19. Delinquent Weed Board Principal assessment for year 2023 .
Amount Due: \$ 8.11, plus interest
20. Delinquent Horticulture Pest & Disease Control assessment for year 2023 .
Amount Due: \$ 112.00, plus interest
21. Delinquent Weed Board Principal assessment for year 2022 .
Amount Due: \$ 8.11, plus interest
22. Delinquent Horticulture Pest & Disease Control assessment for year 2022 .
Amount Due: \$ 112.00, plus interest
23. Delinquent Weed Board Principal assessment for year 2021 .
Amount Due: \$ 8.11, plus interest
24. Delinquent Horticulture Pest & Disease Control assessment for year 2021 .
Amount Due: \$ 112.00, plus interest
25. Delinquent Weed Board Principal assessment for year 2020 .
Amount Due: \$ 8.11, plus interest
26. Delinquent Horticulture Pest & Disease Control assessment for year 2020 .
Amount Due: \$ 112.00, plus interest
27. Municipal assessments, if any, levied by the City of Zillah.
28. Delinquent taxes may be subject to foreclosure proceedings by Yakima County. Additional amounts may also be owing in connection with the foreclosure process.

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29. Said lands have been reclassified as farm and agricultural for tax purposes, notice of which is given by instrument.

Recorded:
Recording Information:
Affects:

They will be subject to further taxation and interest thereupon, as provided by Chapter 84.34 RCW, upon withdrawal from such classification or change in use. If the new owners wish to continue the classification or designation of said lands, the County assessor must be consulted at least 10 days prior to sale. It will also be necessary that said new owners sign the Notice of Continuance Section in the State Excise Tax Affidavit. If the new owners do not desire to continue such classification or designation, all compensating or additional tax shall be due and payable at the time of sale. For determination of any compensation or additional tax due, the County Assessor must be consulted at least 10 days prior to sale.

30. Mortgage and the terms and conditions thereof.

Mortgagor: Marvin L. Estes, Jr. and Joanne Estes, husband and wife
Mortgagee: Central Valley Bank, a Division of Heritage Bank
Amount: \$433,500.00
Dated: March 03, 2015
Recorded: March 10, 2015
Recording Information: 7866451

Modification and/or amendment by instrument:
Recorded: February 05, 2016
Recording Information: 7899248

31. A financing statement

Date Recorded: March 17, 2015
Recording No.: 7867184
Debtor: Marvin L Estes, Jr. and Joanne Estes
Secured Party: Heritage Bank

A continuation statement was recorded October 09, 2024 as 8210705 of Official Records.

32. Mortgage and the terms and conditions thereof.

Mortgagor: Marvin L. Estes, Jr. and Joanne Estes, husband and wife
Mortgagee: Heritage Bank

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Amount: \$220,000.00
Dated: June 27, 2018
Recorded: July 02, 2018
Recording Information: 7985639

Affects said premises and other property

A document recorded June 25, 2019 as 8018827 of Official Records provides that Trustee Services, Inc. was substituted as trustee under the deed of trust.

33. Mortgage and the terms and conditions thereof.

Mortgagor: Marvin J Estes Jr. and Joanne Estes, husband and wife
Mortgagee: Heritage Bank
Amount: \$650,000.00
Dated: April 18, 2018
Recorded: April 19, 2018
Recording Information: 7978268

Note: This Deed of Trust contains Line of Credit privileges. If the current balance owing on said obligation is to be paid in full in the forthcoming transaction, confirmation should be made that the beneficiary will issue a proper request for full reconveyance.

Affects said premises and other property

Modification and/or amendment by instrument:
Recorded: May 03, 2018
Recording Information: 7979668

A document recorded June 12, 2019 as 8017674 of Official Records provides that Trustee Services, Inc. was substituted as trustee under the deed of trust.

The lien of said Mortgage was subordinated to the lien of the instrument recorded July 02, 2018 under recording no. 7985639 by agreement recorded July 02, 2018 under recording no. 7985645 .

34. Judgment.

In Favor of: Heritage Bank
Against: Joanne Estes and Marvin L Estes
Amount: \$1,367,493.35, together with interest, costs and attorneys' fees, if any

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Dated: October 29, 2021
Filed: October 29, 2021
Judgment No. (if applicable) : Undisclosed
Case/Cause No.: 21-2-00250-39
Attorney for Judgment Creditor: Elizabeth Helen Buch Shea

Said judgment was recorded as recording no. 8137685.

35. Pendency of action in Yakima County Circuit Court/Superior Court.
Plaintiff: Heritage Bank
Defendant: Marvin L. Estes, Jr., Joanne Estes and Does I - X
Case No.: 21-2-00250-39
Recorded/Filed: February 16, 2021
Action For: Foreclosure
Attorney for Plaintiff: Elizabeth Helen Buch Shea

Lis Pendens was recorded on February 22, 2021 under 8088244.

36. If the mobile home located upon the premises is to be insured under the policy to issue hereunder, a Manufactured Home Title Elimination Application (Form TC 420-730) pursuant to Chapter 65.20 RCW must be recorded in the Yakima County Recording Office.

Note: A Fee will be charged by the State of Washington Department of Licensing for processing a "Manufactured Home Title Elimination Application."

Absent the recording of said Manufactured Home Title Elimination Application, the mobile home is not considered real property and will not be covered by our policy of title insurance when issued.

Please advise at the time of closing whether a Manufactured Home Title Elimination will be executed.

For current information regarding applicable fees, charges, availability of processing forms and/or procedure inquiries, contact:

Benton County: (509) 736-2727
Chelan County: (509) 667-6810
Douglas County: (509) 888-6408
Franklin County: (509) 545-3534
King County: (206) 296-6696
Kitsap County: (360) 337-4440

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Pierce County: (253) 798-6111
Snohomish County: (425) 388-3711
Spokane County: (509) 477-2222
Thurston County: (360) 786-5406
Whatcom County: (360) 778-5160
Yakima County: (509) 574-1100

37. Effective February 15, 1991 pursuant to House Bill No. 2907 (Mobile Homes Relocation Assistance) there may be a fee due on a change of ownership of a mobile home. this fee will be paid to the Department of Licensing at the time the mobile home title is transferred.

The fees are as follows:

A fee will be charged if the mobile home was sold between July 1, 1990 and September 5, 1990 or between February 26, 1991 and the current date.

No relocation fee if sold prior to July 1, 1990 or between September 6, 1990 and February 25, 1991.

For current information regarding applicable fees, charges, availability of processing forms and/or procedure inquiries, contact:

Benton County: (509) 736-2727
Franklin County: (509) 545-3534
King County: (206) 296-6696
Kitsap County: (360) 337-4440
Pierce County: (253) 798-6111
Snohomish County: (425) 388-3711
Spokane County: (509) 477-2222
Thurston County: (360) 786-5406
Whatcom County: (360) 778-5160
Yakima County: (509) 574-1100

38. Easement and rights of way over the lands herein described as may be necessary for canals, tunnels, or other conduits and for telephone and transmission lines, required in connection with the irrigation works constructed, disclosed by deeds or water contracts appearing in the record executed in favor of: Roza Irrigation District.
39. Reservation of and severance of an undivided interest in the coal, oil and gas underlying said land by reason of document recorded March 17, 1954 in Volume 530 of Deeds, under Auditor's File Number 1506448 and all rights and easements thereunder by said holder of said reserved and severed estate or by any party claiming by, under, or through said holder. NOTE: Mineral title not shown further.

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40. Easement for electric transmission and distribution lines of one or more wires, and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys and other supports; and related matters.
Recorded: October 02, 1997
Recording Information: 7028471
Grantee: Pacific Power & Light Company

41. Consent-to-use Agreement and the terms and conditions thereof:
Between: The United States of America
And: Strother Orchards, Inc., a corporation
Recording Information: 7676006

42. Easement, including terms and provisions contained therein:
Recording Information: 7702879
In Favor of: Strother Orchards, Inc.
For: Ingress and egress

43. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 7859659.

44. Water rights, claims or title to water, whether or not shown by the Public Records.

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INFORMATIONAL NOTES

A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor's discretion.

B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.

C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Ptn Sec 34 Twp 12N Rge 20E SW Qtr & SW Qtr SE Qtr, Yakima County
APN: 201234-34002
Property Address: Un-Assigned, Zillah, WA

D. The following deeds affecting the property herein described have been recorded within 36 months of the effective date of this commitment: NONE

Note: Said premises may be assessed annually by:
Soil Conservation District
Weed Control District
Horticulture Pest and Disease Control District

E. All matters regarding extended coverage have been cleared for mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.

NOTE: The forthcoming Mortgagee's Policy will be the ALTA 2021 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

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EXHIBIT A

File No.: 4439-4224638

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

The South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 34, Township 12 North, Range 20 East, W.M.;

Except right-of-way for Roza Canal;

And except beginning at the Northwest corner of said South Half;
Thence South along the West boundary 126.89 feet;
Thence South 74°34'00" East 703.66 feet;
Thence South 86°26'00" East 108.74 feet;
Thence North 47°56'10" East 167.94 feet;
Thence North 31°16'00" East 247.91 feet, more or less, to the North boundary of said subdivision;
Thence West to the Point of Beginning.

Situated in Yakima County, State of Washington.

201234-34002

Un-Assigned
Zillah, Washington

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**ALTA 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months 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. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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;

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- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and

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 is not 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:
 - 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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.

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- 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.
 - 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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