

TITLE INSURANCE COMMITMENT

Issued by



AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on Page 2.

This Commitment is not valid without SCHEUDLE A and Sections 1 and II of SCHEDULE B.

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

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

Stewart Morris Jr.
Chairman of the Board



William S. Morris
President



Countersigned:
[Signature]
Authorized Countersignature



Company Name
Council, Idaho
City, State

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting you title according to the state statutes where your land is located.

2. LATER DEFECTS

the Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Section B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with out written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more then the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy from to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

SCHEDULE A

1. Commitment Date October 7, 2009 at 8:00 A.M.
2. Policy or Policies to be Issued:

| | Amount | Premium |
|--|--------|------------------|
| (a) ALTA Standard Owner's Policy Proposed Insured: TO BE AGREED UPON | \$TBD | \$TBD |
| (b) ALTA Extended Lender's Policy Endorsements 9-06, 22.1-06, 8.1-06 Proposed Insured: TO BE AGREED UPON | \$TBD | \$TBD \$45.00 |
3. The FEE SIMPLE interest in the land described or referred to in this Commitment is owned, at the commitment date, by:

BERT J. LOCKHART and COLLEEN LOCKHART, husband and wife as joint tenants
4. The land referred to in this Commitment is described as follows:

See attached Exhibit A.

Purported Address: 3435 FISH LAKE ROAD, NEW MEADOWS, IDAHO 83654

This Commitment may be subject to a cancellation fee pursuant to Department of Insurance rules.

**SCHEDULE B - SECTION I
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) Release(s) or Reconveyance(s) of item(s).
- (f) Items 2, 3, 4 may be removed after an inspection of the herein described land. Item No. 6 may be removed after an inspection if no work has been performed. If work has begun, please have the contractor contact this office immediately. We may have further requirements at that time.
- (g) You must give us the following information:
 - (1) Any off record leases, surveys, etc.
 - (2) Statement(s) of identity, all parties.
 - (3) Other.

**SCHEDULE B - SECTION 2
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

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. Proceedings by a public agency, which may result in taxes or assessments.
2. 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 by making inquiry of person in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any facts, which a correct survey and inspection of the premises would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims, (b) reservations or exceptions in patents, or an act authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by 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 attached 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.

Paragraphs 1-8 will not appear as printed exceptions on Extended Coverage Policies, except as to such parts thereof which may be typed as Special Exception in Schedule B, Section 2.

9. 2008 taxes of \$2,823.30, Tax Parcel Number RP19N2E333601A & RP19N02E335750A are paid in full.
Homeowners Exemption: Active as of the 2009 tax year statement.
10. Taxes for the year 2009 are an accruing lien, not yet due or payable.
11. Liens, levies, and assessments of any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.
12. Reservations in United States Patent, recorded as Instrument No. 13159 & 13160.

13. Easement granted to Idaho Power Company, recorded March 17, 1993 as Instrument No. 83769.
14. Easement granted to Idaho Power Company, recorded August 3, 1993 as Instrument No. 84462.
15. Easement for state and county highways, irrigation ditches, telephone lines and forest protection roads reserved to Boise Payette Lumber, recorded April 26, 1943 as Instrument No. 27741.
16. Covenants, Conditions and Restrictions recorded July 16, 1992 as Instrument No. 82317, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
17. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded January 18, 2006 as Instrument No. 110870, 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).
18. Subject to lien for any taxes deferred by virtue of the designation of the subject property as Forest lands, as provided in Section 63-1701, et seq., Idaho Code.
19. Deed of trust to secure an original indebtedness of \$410,000.00, dated February 17, 2009 and any other amounts and/or obligations secured thereby.
Recorded: March 9, 2009 as Instrument No. 117945
Grantor: Bart J. Lockhart and Colleen Lockhart, husband and wife as joint tenants
Trustee: Chicago Title Insurance Company
Beneficiary: Quicken Loans Inc.
20. Any off-record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.

NOTE: As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject property, which have been recorded within the last 24 months:

Quitclaim Deed recorded March 9, 2009 as Instrument No. 117944.

GRANTOR: BART J. LOCKHART

GRANTEE: BART J. LOCKHART AND COLLEEN LOCKHART

END



Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Stewart Title Guaranty Company.

We may collect nonpublic personal information about you from the following sources:

B Information we receive from you, such as applications or other forms.

B Information about your transactions we secure from our files, or from our affiliates or others.

B Information we receive from a consumer reporting agency.

B Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

B Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

B Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE WHAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

RP19N02E333601A 2008 LOCKHART, BART J T19N R2E SEC 33
 1,395 LD 10 STATE
 3435 FISH LAKE ROAD TAX #1964 IN SW4NW4 & IN W2SW4
 IM 20 COUNTY 6.38
 BILL# 6830 NEW MEADOWS ID 83654 51.65 AC
 OT 210 SCHOOL 11
 TAX CODE 12-0000 211 11
 SUPPLEMENTAL 1.02
 OWNR CODE GP 212 11 TORT
 .08
 ----- 213 11 PLT FACILITY
 .68
 1,395 500 CEMETERY 1
 .06
 610 MEADOWS FIRE
 760 MEADOWS

LIBRARY .38
 BILLED TO: LOCKHART, BART J

Pd in full

8.60

RP19N02E335750A 2008 LOCKHART, BART J T19N R2E SEC 33
 24,133 LD 10 STATE
 3435 FISH LAKE ROAD TAX #1953 IN W2SW4 452,347
 IM 20 COUNTY 1,718.64
 BILL# 6832 NEW MEADOWS ID 83654 10.00 AC
 OT 210 SCHOOL 11
 TAX CODE 12-0000 100,938 HO 211 11
 SUPPLEMENTAL 277.88

COMPUTER ASSISTED TAX SYSTEM

DATE 1/28/2009 TIME 15:34:18 ADAMS COUNTY 2008 TAX ROLL
 PAGE1057

TXB011

PARCEL KEY YEAR NAME/ADDRESS LEGAL
 MARKET VALUE TAX/SPECIALS AMOUNT

 BANK CODE COUN 212 11 TORT
 24.20
 OWNR CODE GP ----- 213 11 PLT
 FACILITY 184.44
 375,542 500 CEMETERY 1
 15.10
 610 MEADOWS FIRE
 369.10

LIBRARY 105.34

120.00

BILLED TO: LOCKHART, BART J

760 MEADOWS

997 SOLID WASTE/RES

3435 FISH LAKE ROAD

Pd in full 2,814.70

- homeowners -

