 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**GREAT AMERICAN TITLE AGENCY, INC.**

as Agent for **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 EXTRACTIONAL 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**



*Dennis J. Gilmore*

Dennis J. Gilmore  
President

*Timothy Kemp*

Timothy Kemp  
Secretary

Countersigned:

*[Handwritten signature]*

By: \_\_\_\_\_  
Authorized Signature

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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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:
  - (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.

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(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 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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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Agent: **Great American Title Agency, Inc.**

Issuing Office: 7720 N. 16th Street, Suite 450, Phoenix, AZ 85020

ALTA @ Universal ID: 1039355

Loan ID No.: <<Loan #>>

Commitment No.: **00553418-117-BE3**

Issuing Office File No.: **00553418-117-BE3**

Property Address: 7966 W. San Miguel Ave, Glendale, AZ 85303

Revision No.:


**SCHEDULE A**

1. Commitment Date: **March 7, 2018**
2. Policy to be issued:
  - (a) **EAGLE ALTA Homeowner's Policy of Title Insurance (Rev. 2-3-10)**  
Proposed Insured: **LEEISDY Y. CHAVEZ RUIZ, an unmarried woman**  
Proposed Policy Amount: \$260,000.00
  - (b) **ALTA 2006 Extended Loan Policy**  
Proposed Insured: **ALL WESTERN MORTGAGE**  
Proposed Policy Amount: \$120,000.00
  - (c) **None**  
Proposed Insured:  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is **A FEE**
4. Title to the **A FEE** estate or interest in the Land is at the Commitment Date vested in:  

**INEZ R. WILLIAMS, a married woman, as her sole and separate property**
5. The Land is described as follows:  

**See Exhibit A attached hereto and made a part hereof.**

Great American Title Agency, Inc. as Agent for  
First American Title Insurance Company

By:   
Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

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	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

Commitment No.: 00553418-117-BE3

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

Lot 90, of BETHANY POINT, a subdivision recorded in Book 456 of Maps, Page 33, records of Maricopa County, Arizona.

APN: 102-10-120

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	

Commitment No.: 00553418-117-BE3

**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. Furnish completed and executed form of Owner's Affidavit.
6. First half of 2017 taxes are paid in full.
7. Record release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$272,000.00, recorded October 2, 2007 as Instrument No.: 2007-1085067, of Official Records.

Dated: September 27, 2007  
Trutor: Inez R. Williams, a married woman, as her sole and separate property  
Trustee: PRLAP, Inc.  
Beneficiary: Bank of America, N.A.

The beneficial interest in the Deed of Trust was purportedly assigned to Federal National Mortgage Association, by assignment recorded November 8, 2011 as Instrument No.: 2011-0926460, of Official Records.

A document recorded April 23, 2014 as Instrument No.: 2014-0262653, of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

The beneficial interest in the Deed of Trust was purportedly assigned to MTGLQ Investors, L.P., by assignment recorded October 4, 2017 as Instrument No.: 2017-0736325, of Official Records.

The beneficial interest in the Deed of Trust was purportedly assigned to Countrywide Home Loans, Inc., by assignment recorded October 4, 2017 as Instrument No.: 2017-0736326, of Official Records.

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI (Cont.)</b>	

Commitment No.: **00553418-117-BE3**

A document recorded December 13, 2017 as Instrument No.: 2017-0923110, of Official Records provides that Quality Loan Service Corporation, a California Corporation, was substituted as trustee in the Deed of Trust.

Notice of Trustee's Sale dated December 12, 2017, executed by Quality Loan Service Corporation, recorded December 13, 2017 as Instrument No.: 2017-0923111, of Official Records. Said Notice sets forth, among other items, a purported sale date of March 20, 2018.

A document recorded December 13, 2017 as Instrument No.: 2017-0923118, of Official Records provides that Quality Loan Service Corporation, a California Corporation, was substituted as trustee in the Deed of Trust.

Notice of Trustee's Sale dated December 12, 2017, executed by Quality Loan Service Corporation, recorded December 13, 2017 as Instrument No.: 2017-0923119, of Official Records. Said Notice sets forth, among other items, a purported sale date of December 12, 2017.

8. Record Notice of Cancellation of Trustees Sale of Real Property recorded December 13, 2017 as Instrument No.: 2017-0923111, of Official Records. (Affects Deed of Trust recorded October 2, 2007 as Instrument No.: 2007-1085067, of Official Records.)

Date of Sale: March 20, 2018

9. Record Notice of Cancellation of Trustees Sale of Real Property recorded October 2, 2007 as Instrument No.: 2007-1085067, of Official Records. (Affects Deed of Trust recorded December 13, 2017 as Instrument No.: 2017-0923119, of Official Records.)

Date of Sale: March 20, 2018

10. Record release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$34,000.00, recorded October 2, 2007 as Instrument No.: 2007-1085068, of Official Records.

Dated: September 27, 2007  
Trustor: Inez R. Williams, a married woman, as her sole and separate property  
Trustee: PRLAP, Inc.  
Beneficiary: Bank of America, N.A.

11. Record Warranty Deed from INEZ R. WILLIAMS, a married woman, as her sole and separate property to LEEISDY Y. CHAVEZ RUIZ, an unmarried woman.

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	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI (Cont.)</b>	

Commitment No.: **00553418-117-BE3**

12. Record Deed of Trust.

NOTE: If GREAT AMERICAN TITLE AGENCY is named as Trustee in the Deed of Trust, the correct name and address is:

GREAT AMERICAN TITLE AGENCY, an Arizona corporation  
7720 N. 16th Street  
Suite 450  
Phoenix, Arizona 85020

NOTE: According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matters constitute the chain of title for the 24-month period preceding the date hereof.

OR

The last recorded deed vesting title to the land described herein:

Quit Claim Deed, recorded October 2, 2007 as Instrument No.: 2007-1085066, of Official Records; by and between Phillip N. Williams, husband of Inez R. Williams, Grantor and Inez R. Williams, wife of Phillip N. Williams, Grantee.

**TAX INFORMATION:**

Year: 2017  
Parcel No.: **102-10-120**  
Total Tax: \$2,021.70  
First Half: \$Paid  
Second Half: \$1,010.85, Plus Penalties and Interest, If Any

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	

Commitment No.: 00553418-117-BE3

### 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.
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. Second installment of 2017 taxes, a lien, payable on or before March 1, 2018 and delinquent May 1, 2018.
9. Taxes for the year 2018, a lien not yet due and payable.

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<b>Schedule BII (Cont.)</b>	

Commitment No.: 00553418-117-BE3

10. The liabilities and obligations imposed upon said land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purpose of obtaining water rights for said land.
11. Any charge upon said land by reason of its inclusion in West Maricopa Education Center Special District.
12. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in Book 456 of Maps, Page 33, 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).
13. Covenants, conditions, restrictions, easements, liabilities and obligations in the document recorded as Instrument No.: 98-0103642, 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.
14. Rights of Tenant(s) in the land, if any, and rights of all parties claiming by, through or under said tenants(s).
15. A Deed of Trust to secure an indebtedness of \$120,000.00, recorded as of Official Records.

Dated:

Trustor: LEEISDY Y CHAVEZ RUIZ, AN UNMARRIED WOMAN

Trustee:

Beneficiary: ALL WESTERN MORTGAGE

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**INFORMATION SHEET**

Current Owner:

**INEZ R. WILLIAMS, a married woman, as her sole and separate property**

Property reference:

**7966 W. San Miguel Ave, Glendale, AZ 85303**

Legal description:

See attached Exhibit A

Note: Please direct all inquiries and correspondence to:

**Bari E. Wulfert**  
**20860 N. Tatum Blvd. Suite 125**  
**Phoenix, AZ 85050**  
Phone: **(602) 324-2040**  
Fax: **(480) 368-2969**  
Email: **bwulfert@azgat.com**

**Great American Title Agency, Inc.**, issuing agent for  
**First American Title Insurance Company**

**Gregory A. Mihelich**  
Title Officer