



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL 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 NATIONAL TITLE INSURANCE COMPANY, a 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.

**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.

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- (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.
- (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.

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- (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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**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE A**

**Transaction Identification Data for reference only:**

Issuing Agent: Pinnacle Title and Escrow Agency LLC  
Issuing Office: 180 S Arizona Ave Suite 200, Chandler, AZ 85225  
Issuing Office's ALTA® Universal ID:  
Loan ID No.:  
Commitment No.: 21-09-00447CP-1  
Issuing Office File No.: 21-09-00447CP  
Property Address: 31546 W Grant St, Buckeye, AZ 85326

1. Commitment Date: September 29, 2021 at 12:00 AM
2. Policy to be issued:
  - (a) ALTA Owners Policy (06/17/06)  
Proposed Insured: Jose L. Torres, a \_\_\_ man  
Proposed Policy Amount \$325,000.00
  - (b) ALTA Loan Policy (06/17/06)  
Proposed Insured: , its successors and/or assigns as their respective interests may appear.  
Proposed Policy Amount \$290,000.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

108 Investements LLC, an Arizona Limited Liability Company

5. The Land is described as follows:

COMMENCING at the East quarter corner of Section 11, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, from which the Southeast corner of said Section 11 bears South 0 degrees 04 minutes 34 seconds West, a distance of 2641.52 feet;

THENCE South 0 degrees 04 minutes 34 seconds West, along the East line of the Southeast quarter of said Section 11, a distance of 660.59 feet;

THENCE North 89 degrees 55 minutes 24 seconds West, a distance of 658.98 feet;

THENCE North 0 degrees 06 minutes 34 seconds East. a distance of 25.00 feet to the POINT OF BEGINNING;

THENCE CONTINUING North 0 degrees 06 minutes 34 seconds East, a distance of 154.68 feet;

THENCE South 89 degrees 55 minutes 19 seconds East, a distance of 285.47 feet;

THENCE South 0 degrees 06 minutes 34 seconds West, a distance of 154.67 feet;

THENCE North 89 degrees 55 minutes 24 seconds West, a distance of 285.47 feet to the POINT OF BEGINNING.

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**SCHEDULE A**  
(Continued)

Also known as Lot 1 of LAND DIVISION SURVEY, recorded in Book 1602 of Survey, page 28 of Official Records.

APN: 504-67-005A (a portion of 504-67-005, not assessed yet)

Pinnacle Title and Escrow Agency LLC

*Nicole Taylor*

Authorized Signature or Signatory



By *J. Christopher Phillips*  
J. Christopher Phillips, President/CEO  
*Raymond Reece*  
Raymond Reece, Chief Financial Officer

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**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B, PART I**  
**Requirements**

**Escrow No.:** 21-09-00447CP

Maricopa County Treasurer  
301 West Jefferson Street, Suite 100  
Phoenix, AZ 85003

**TAX INFORMATION:**

Parcel No.: 504-67-005A (portion of 504-67-005 not assessed)  
Year: 2021  
Full year amount: \$portion of 1,363.82

All of the following Requirements must be met:

1. Payment of first half taxes for the year 2021, plus penalties and interest, if any.
2. Verification that there are no personal property taxes due and payable that are attached to mobile home herein described. Tax Roll Number: none
3. There are no Deeds of Trust currently of record.
4. Any payments or transfer fees that may be affiliated with the Well Agreement as shown in Schedule B herein.
5. Record a Warranty Deed from 108 Investements LLC, an Arizona Limited Liability Company (Amitesh Kasera and Porabhjoat Poonam Singh, managers to sign) to Jose L. Torres, a \_\_\_ man , the proposed insured owners. If applicable, attach acceptance of tenants in common, joint tenancy or community property.
6. Record a new Deed of Trust for the property described between the current owner (refinance) or new owner (purchase) and the new lender as herein disclosed in Schedule A of this commitment.

\*NOTE: The following Deed(s) have been recorded within the past 24 months. If the deeds shown are older than 24 months, no other current deeds have been found at the time of the search: Quit Claim Deed recorded November 7, 2019 in Recording No. 2019-0898292 of Official Records from Kim Foshee to Leonard Kieren

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## SCHEDULE B, PART I

(Continued)

\*NOTE: The following Deed(s) have been recorded within the past 24 months. If the deeds shown are older than 24 months, no other current deeds have been found at the time of the search: Special Warranty Deed recorded June 15, 2021 in Recording No. 2021-0659466 of Official Records from Venetia K. Davis, personal representative of the estate of Leonard F. Kieren, deceased, Probate No. PB2020-005234 to 108 Investements LLC,an Arizona Limited Liability Company

\*NOTE: The following Deed(s) have been recorded within the past 24 months. If the deeds shown are older than 24 months, no other current deeds have been found at the time of the search: Warranty Deed recorded July 26, 2021 in Recording No. 2021-0805886 of Official Records from 108 Investements LLC,an Arizona Limited Liability Company to 108 Investements LLC,an Arizona Limited Liability Company

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**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B, PART II**  
**Exceptions**

**Escrow No.:** 21-09-00447CP

**\*\* NOTE:** The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

1. Reservations, rights, easements or other matters as may be set forth in the Patent to said land recorded in the office of the County Recorder, or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water, whether or not the matters excepted are shown by public records.
3. Second half taxes for the year 2021, a lien not due and payable. First half taxes due and payable on or before October 1 of that year and delinquent on November 1 of that year. Second half taxes due and payable on or before March 1 of the following year and delinquent on May 1 of that same year.
4. Easements, restrictions, and set-back lines as shown on the recorded plat of said subdivision
5. Results of Survey recorded in Book 782 of Survey, page 23 and in Book 1602 of Survey, page 28 .
6. Easement and rights incident thereto as set forth in instrument:  
Recorded: in Recording No. 2021-0807847, of Official Records  
purpose: well site
7. Easement and rights incident thereto as set forth in instrument:  
Recorded: in Recording No. 2021-0807848, of Official Records  
purpose: access and public utilities
8. Easement and rights incident thereto as set forth in instrument:  
Recorded: in Recording No. 2021-0807849, of Official Records  
purpose: waterline
9. Terms and conditions contained in that certain well agreement, recorded in Recording No. 2021-0807846 of Official Records.
10. Any covenants, conditions, restrictions, liabilities, obligations and easements that are not of record.

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## SCHEDULE B, PART II

(Continued)

11. Affidavit of Affixture as disclosed below:

Recorded: August 13, 2003 in Recording No. 2003-1103389 of Official Records.

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**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE C  
Issued by  
FIRST NATIONAL TITLE INSURANCE COMPANY**

The Land is described as follows:

COMMENCING at the East quarter corner of Section 11, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, from which the Southeast corner of said Section 11 bears South 0 degrees 04 minutes 34 seconds West, a distance of 2641.52 feet;

THENCE South 0 degrees 04 minutes 34 seconds West, along the East line of the Southeast quarter of said Section 11, a distance of 660.59 feet;

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THENCE North 89 degrees 55 minutes 24 seconds West, a distance of 285.47 feet to the POINT OF BEGINNING.

Also known as Lot 1 of LAND DIVISION SURVEY, recorded in Book 1602 of Survey, page 28 of Official Records.

APN: 504-67-005A (a portion of 504-67-005, not assessed yet)