# **Title Product**

DATE FILE NUMBER BUYER SELLER

September 17, 2024 END1035964 Chuck Reingruber

PROPERTY ADDRESS

22226 N 26th Avenue
Phoenix, AZ 85027

Your title product is ready! Our team will be with you every step of the way, ensuring a worry-free closing experience.

If you have any questions, please feel free to contact our office via chat, email, or phone.

Thank you for choosing Endpoint!



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

Issuing Agent: Endpoint Digital Closings, LLC

Issuing Office: 51 West 3rd Street, Ste 335, Tempe, AZ 85281

Issuing Office's ALTA® Registry ID: Commitment Number: END1035964 Issuing Office File Number: END1035964

Property Address: 22226 N 26th Avenue, Phoenix, AZ 85027

**Revision Number:** 

#### **SCHEDULE A**

1. Commitment Date: September 12, 2024 at 8:00 a.m.

2. Policy to be issued:

a. 2021 ALTA Policy - form(s) To Be Determined

Proposed Insured: To Be Determined Proposed Amount of Insurance: \$0.00

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

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

Chuck Reingruber

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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## **Endpoint Digital Closings, LLC**

By:



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Commitment No.: END1035964

#### **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. Pay first half of 2024 taxes.

NOTE: Taxes are assessed in the total amount of \$286.58 for the year 2024 under Assessor's Parcel No. 209-04-056B 9.

6. Record full release and reconveyance of a Deed of Trust securing an original indebtedness in the amount of \$4,000.00, recorded October 19, 2012 as 2012-0951626 of Official Records..

Dated: October 19, 2012

Trustor: Charles Reingruber, a single man Trustee: Law Offices of Earl E. Berg Beneficiary: Abramo Family Trust

7. Record Full Satisfaction of Judgment recorded as 2017-0582947 of Official Records.

Court: Desert Ridge Justice Court Cause No.: CC2015214293RC

Debtor: Charles Reingruber & John/Jane Doe Reingruber (If Married)

Creditor: LVNV Funding LLC

Amount: \$2,479.27, and any other amounts due therein.

8. Proper showing as to the marital status of Chuck Reingruber on May 1, 2018, date of Quitclaim Deed recorded August 07, 2018 as 2018-0597227 of Official Records and disposition of any matters disclosed thereby.

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- 9. Proper showing as to the marital status of Chuck Reingruber and disposition of any matters disclosed thereby.
- 10. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.
- 11. Record Corrective Quitclaim Deed from Kayla Kerr to Chuck Reingruber, to correct that certain Quitclaim Deed recorded August 07, 2018 as <a href="2018-0597227">2018-0597227</a> of Official Records for the following reason(s):

To correct the subdivision name From STATE PLAT NO. 11 to TOWNSITE OF ADOBE, STATE PLAT NO. 11

- 12. Record Warranty Deed from Chuck Reingruber to Buyer(s).
- Record Deed of Trust in Schedule A

**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 August 07, 2018 as 2018-0597227 of official Records

From: Kayla Kerr To: Chuck Reingruber

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Commitment No.: END1035964

#### **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. 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 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. (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 of the Land.
- 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.

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- 7. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 8. Second installment of 2024 taxes, a lien, payable on or before March 1, 2025, and delinquent May 1, 2025.
- 9. The right to enter upon said land and prospect for and remove all coal, oil, gas, minerals or other substances, as reserved in the Patent to said land.
- 10. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded as Book 68 of Maps, Page 45, 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).
- 11. Water rights, claims or title to water, whether or not shown by the public records.

Exceptions above will be eliminated from any ALTA Extended Coverage Policy, ALTA Homeowner's Policy, ALTA Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

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#### **EXHIBIT A**

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

Lot 54, TOWNSITE OF ADOBE, STATE PLAT NO. 11, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 68 of Maps, Page 45, described as follows:

From the Southwest corner of said Lot 54, run thence North 0 degrees 32 minutes 18 seconds West, along the West line of said Lot 54, a distance of 97.69 feet; thence East, parallel with the South line of said Lot 54, a distance of 85 feet to the Point of Beginning of the tract of land herein described; thence Southeasterly to a point on the South line of said Lot 54, which is 100 feet East of the Southwest Corner thereof; thence East, along the South line of said Lot 54, a distance of 100 feet to the Southeast corner thereof; thence North 0 degrees 32 minutes 18 seconds West along the East line of said Lot 54, a distance of 130 feet; thence West, parallel with the South line of said Lot 54, a distance of 115 feet to a point which bears North 0 degrees 32 minutes 18 seconds West from the Point of Beginning; thence South 0 degrees 32 minutes 18 seconds East 32.33 feet to the Point of Beginning.

Excepting an undivided 1/16th of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, and fertilizer of every name and description, together with all uranium, thorium or any other material which is or May be determined by laws of the United States, the State of Arizona or decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the patent of said land.

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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

Kenneth D. DeGiorgio, President

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
- 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 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:
  - 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

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- 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 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.

#### **11.** ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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#### **EXHIBIT 'A'**

File No.: **END1035964 ()** 

Property: 22226 N 26th Avenue, Phoenix, AZ 85027

Lot 54, TOWNSITE OF ADOBE, STATE PLAT NO. 11, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 68 of Maps, Page 45, described as follows:

From the Southwest corner of said Lot 54, run thence North 0 degrees 32 minutes 18 seconds West, along the West line of said Lot 54, a distance of 97.69 feet; thence East, parallel with the South line of said Lot 54, a distance of 85 feet to the Point of Beginning of the tract of land herein described; thence Southeasterly to a point on the South line of said Lot 54, which is 100 feet East of the Southwest Corner thereof; thence East, along the South line of said Lot 54, a distance of 100 feet to the Southeast corner thereof; thence North 0 degrees 32 minutes 18 seconds West along the East line of said Lot 54, a distance of 130 feet; thence West, parallel with the South line of said Lot 54, a distance of 115 feet to a point which bears North 0 degrees 32 minutes 18 seconds West from the Point of Beginning; thence South 0 degrees 32 minutes 18 seconds East 32.33 feet to the Point of Beginning.

Excepting an undivided 1/16th of all oil, gases and other hydrocarbon substances, coal or stone, metals, fossils, and fertilizer of every name and description, together with all uranium, thorium or any other material which is or May be determined by laws of the United States, the State of Arizona or decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the patent of said land.

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