

SCHEDULE A

Inwest Title Services, Inc.

ORDER NUMBER: 55598

COMMITMENT NUMBER: 55598

1. Effective Date: JANUARY 31, 2003 @ 6:00 PM

2. Policy or Policies to be issued:	Amount of Insurance	Premium Amount
(a) A.L.T.A. Owner's Policy	\$	0.00
Proposed Insured		

(b) A.L.T.A. Loan Policy	\$ 86,213.00	585.00
Proposed Insured:		
WESTERN FIDELITY MORTGAGE CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS		

(c) A.L.T.A. Leasehold Policy	\$	\$
Proposed Insured:		

ENDORSEMENTS 100 116 8.1	Endorsement Total:\$	55.00
	Premium Total:\$	585.00
	Additional Charges:\$	0.00

OTHER ENDORSEMENTS:

OTHER SERVICES:

TOTAL: \$ 640.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

FEE SIMPLE

4. Title to the estate or interest in said land is at the effective date hereof vested in:

ALFONSO SANCHEZ AND JULIETA O. SANCHEZ, HUSBAND AND WIFE AS JOINT TENANTS

5. The land referred to in this commitment is described as follows:

ALL OF LOT 15, LAYTON PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

PROPERTY KNOWN AS: 129 ROSS DRIVE CLEARFIELD UT 84015

TO: WESTERN FIDELITY MORTGAGE

ATTN: MARIA HARO



Authorized Counter Signature

ESCROW/CLOSING INQUIRIES SHOULD BE DIRECTED TO **TYLER E. JOHNSON**, AT 801-773-9806. LOCATED AT 471 W. HERITAGE PARK BLVD. #6 LAYTON UT 84041.

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ATTN: MARIA HARO



Authorized Counter Signature
INWEST TITLE SERVICES, INC.
471 W. HERITAGE PARK BLVD. #6, LAYTON, UT 84041

SCHEDULE B

Inwest Title Services, Inc.

ORDER NUMBER: 55598

COMMITMENT NUMBER: 55598

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the company.
(SECTION-1)

1. Defects, liens, encumbrances, adverse claims of other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments of any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished).
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights of claims of parties in possession, and not of record in the public records; liens for labor, services or material or claim to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
7. Any adverse claim based upon the assertion that
 - a. Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof.
 - b. the boundary of the land has been affected by a change in the course or water level of a navigable river or lake.
 - c. the land is subject to water rights, claims or title to water, and to any governmental regulation pertaining to wetlands.

(Section-2)

The following matters will be excepted in Schedule B of the policy to be issued:

1. TAXES FOR THE YEAR 2003 ACCRUING AS A LIEN, BUT NOT YET DUE AND PAYABLE. PRIOR TAX INFORMATION AS FOLLOWS:
YEAR: 2002
STATUS: PAID
AMOUNT: \$678.07
SERIAL NO.: 12-017-0015
2. THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SPECIAL ASSESSMENT DISTRICT(S) SHOWN BELOW, AND IS SUBJECT TO ALL CHARGES AND/OR ASSESSMENTS LEVIED THEREBY:
DISTRICT(S): CLEARFIELD CITY
DISTRICT(S): WEBER BASIN WATER CONSERVANCY DISTRICT
DISTRICT(S): NORTH DAVIS SEWER IMPROVEMENT DISTRICT
3. PUBLIC UTILITY AND PLANTING STRIP EASEMENTS, TOGETHER WITH INCIDENTAL RIGHTS THERETO, OVER THE NORTHERLY AND WESTERLY 10 FEET AND A PUBLIC UTILITY EASEMENT OVER THE SOUTHERLY 10 FEET OF THE LAND, ALL AS DELINEATED ON THE RECORDED PLAT.
4. TERMS, PROVISIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS, AND LIENS PROVIDED IN THE "COVENANTS, CONDITIONS AND RESTRICTIONS", RECORDED: AUGUST 20, 1943, AS ENTRY NO. 84251, IN BOOK O, AT PAGE 108, TOGETHER WITH AMENDMENTS THERETO, BUT OMITTING ANY COVENANT CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (a) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (b) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.
5. TRUST DEED
DATED: MARCH 1, 2001
RECORDED: MARCH 2, 2001
ENTRY NO: 1642821
BOOK/PAGE: 2759/935
AMOUNT: \$85,260.00
EXECUTED BY: ALFONSO SANCHEZ
TRUSTEE: EQUITY TITLE
BENEFICIARY: BEACON HILL MORTGAGE

(Continued)

**CONTINUATION SHEET
SCHEDULE B**

Inwest Title Services, Inc.

ORDER NUMBER: 55598

COMMITMENT NUMBER: 55598

THE BENEFICIAL INTEREST OF SAID TRUST DEED WAS ASSIGNED TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HOMESIDE LENDING, INC., BY INSTRUMENT RECORDED JANUARY 9, 2002, AS ENTRY NO. 1718944.

SCHEDULE C

Inwest Title Services, Inc.

ORDER NUMBER: 55598

COMMITMENT NUMBER: 55598

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable.

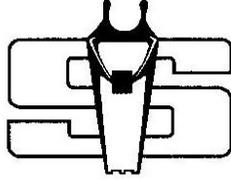
NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of proper jurisdiction.

1. PAYMENT OF ALL OUTSTANDING ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES BY REASON OF THE LAND BEING INCLUDED WITHIN THE BOUNDARIES OF ANY SPECIAL TAXING DISTRICT AS PROVIDED BY STATUTE. THE PUBLIC RECORD DISCLOSES INCLUSION OF THE LAND WITHIN SPECIAL TAXING DISTRICTS THAT MAY LEVY SUCH ASSESSMENTS, SPECIAL ASSESSMENTS AND CHARGES AS SET OUT AS EXCEPTION NO. 2, OF SCHEDULE B, HEREOF.
2. RECONVEYANCE OF TRUST DEED SET OUT AS EXCEPTION NO. 5, OF SCHEDULE B, HEREOF.
3. TRUST DEED SECURING YOUR NOTE EXECUTED BY: ALFONSO SANCHEZ and JULIETA O. SANCHEZ
4. THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS, FEDERAL AND STATE TAX LIENS, NONE HAVE BEEN FOUND EXCEPT AS NOTED ON SCHEDULE B.

ALFONSO SANCHEZ
JULIETA O. SANCHEZ
JUAN OLIVARES
ELDA G. OLIVARES
RODRIGO OLIVARES

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY**



Sanctity of Contract[®]

**STEWART TITLE[®]
GUARANTY COMPANY**

STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

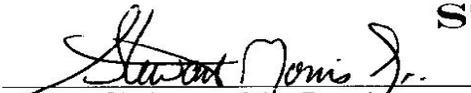
This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

THIS COMMITMENT IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY PARAGRAPH 3 OF THE CONDITIONS.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

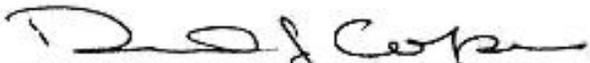
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Chairman of the Board
Countersigned by:

**STEWART TITLE[®]
GUARANTY COMPANY**




President


Authorized Signatory

INVEST TITLE SERVICES, INC.
471 W. HERITAGE PARK BLVD. #6
LAYTON, UT 84041
PH: 801-773-9806
FAX: 801-773-7207

CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the exclusions from coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of the Commitment.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston Texas 77252, and identify this commitment by its printed COMMITMENT SERIAL NUMBER which appears on the bottom of the front of the first page of this commitment.

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc.

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 non public 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, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company, Inwest Title Services, Inc..**

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

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

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

Information we receive from a consumer reporting agency.

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:

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

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 THAT 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.