



# WFG National Title Company

a Williston Financial Group company

**For closing assistance please contact:**

WFG National Title Company of Washington, LLC  
10500 NE 8th Street, Suite 950  
Bellevue, WA 98004

**Escrow Officer:** Stacey Miller  
**Escrow Assistant:** Stacey Miller  
**E-Mail:** Stacey@wfgtitle.com  
**Phone No.:** (425) 467-8814

**Escrow No.** 23-156562

**For title assistance on this order please contact:**

WFG National Title Company of Washington, LLC  
2300 Eastlake Avenue E Suite 100  
Seattle, WA 98102

**Title Officer:** Dan Kepper  
**Phone No.:** (425) 638-1167  
**Email:** watitleteam2@wfgtitle.com

**License No.:** 713049

**SECOND COMMITMENT  
THE COMMITMENT HAS BEEN SUPPLEMENTED AS TO THE FOLLOWING:  
UPDATE AND ADD BUYER**

**For Informational Purposes Only:**

Seller(s):	Andrew Elliott and Sherrill Elliott
Buyer(s):	Kathryn Simpson Dick Bauman and George Timothy Bauman
Address:	5928 77th Avenue SE, Mercer Island, WA 98040
County:	King
Tax Account No.:	242404903708
Abbreviated Legal:	PTN GOVT LOT 5, S-24, T-24N, R-4E & PTN. LOT 4, NORTHBROOK LANE ADDN., AKA PARCEL A, LLR 20011108900001



**SCHEDULE A**

Transaction Identification Data for reference only:

Issuing Agent: **WFG National Title Company of Washington, LLC**  
Issuing Office: **2300 Eastlake Avenue E Suite 100, Seattle, WA 98102**  
ALTA Universal ID:  
Loan ID Number: **Not Available**  
Commitment Number: **23-156562**  
Issuing Office File Number: **23-156562**  
Property Address: **5928 77th Avenue SE, Mercer Island, WA 98040**  
Revision Number: **2**

- 1. Commitment Date: **August 8, 2023 at 8:00 a.m.**
- 2. Policy or Policies to be issued:

<b>ALTA® Owner's Policy (06-17-06)</b>	<b>Amount:</b>	<b>\$2,575,000.00</b>
<b>Standard Owners Rate</b>	<b>Premium:</b>	<b>\$2,522.00</b>
	<b>Tax:</b>	<b>\$254.72</b>
	<b>Total:</b>	<b>\$2,776.72</b>

**Proposed Insured: Kathryn Simpson Dick Bauman and George Timothy Bauman, a married couple**

- 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:  
**Andrew S. Elliott and Sherrill D. Elliott, husband and wife**
- 5. The land referred to in this Commitment is described as follows:

**SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Issued By:  
WFG National Title Company of Washington, LLC,  
as Issuing Agent for WFG National Title Insurance  
Company

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

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THAT PORTION OF GOVERNMENT LOT 5, SECTION 24, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING OF THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 5, AT A POINT NORTH 89 DEGREES 29 MINUTES 00 SECONDS WEST 593.24 FEET FROM THE NORTHEAST CORNER OF GOVERNMENT LOT 4 IN SAID SECTION 24;  
THENCE SOUTH 89 DEGREES 29 MINUTES 00 SECONDS EAST 120 FEET ALONG THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 5;  
THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST 113.78 FEET;  
THENCE NORTH 89 DEGREES 29 MINUTES 00 SECONDS WEST 120 FEET TO A POINT WHICH BEARS NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST FROM THE POINT OF BEGINNING;  
THENCE SOUTH 0 DEGREES 02 MINUTES 20 SECONDS WEST TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF LOT 4, NORTHBROOK LANE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 71 OF PLATS, PAGES 39 AND 40, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT;  
THENCE SOUTH 89 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE THEREOF 26.7 FEET;  
THENCE NORTH 9 DEGREES 52 MINUTES 36 SECONDS EAST 6.53 FEET;  
THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST 57.86 FEET TO THE CENTERLINE OF A CREEK;  
THENCE ALONG SAID CREEK NORTH 79 DEGREES 01 MINUTES 43 SECONDS WEST 28.33 FEET TO THE WEST LINE OF SAID LOT;  
THENCE SOUTH 0 DEGREES 02 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE 69.44 FEET TO THE POINT OF BEGINNING;

ALSO KNOWN AS PARCEL A OF CITY OF MERCER ISLAND LOT LINE REVISION NO SUB01-005, RECORDED UNDER RECORDING NO. [20011108900001](#), RECORDS OF KING COUNTY;

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

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**COMMITMENT FOR TITLE INSURANCE**  
Issued By  
**WFG NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE B, PART I**  
**REQUIREMENTS**

The following requirements are to be complied with:

1. Instruments necessary to create the estate or interest to be properly executed, delivered and duly filed for record.
2. Payment of all premiums, fees and charges for the policy.
3. Payment of the full consideration to, or for the account of, the grantors or mortgagors.

**INFORMATIONAL NOTES**

- NOTE: Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees may be charged, subject to the Auditor's discretion.
- NOTE: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to a handicap, but does not discriminate against handicapped persons."
- NOTE: In the event that the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.
- NOTE: If you would like the company to act as trustee in a proposed Deed of Trust, please note that WFG National Title Company, a Washington limited liability company may act as Trustee of a Deed of Trust under RCW 61.24.010(1).
- NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.

**END OF REQUIREMENTS**

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**COMMITMENT FOR TITLE INSURANCE**  
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**SCHEDULE B, PART II**  
**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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any rights, interests or claims of parties in possession not shown by the public records.
4. Any lien, or right to a lien, for services, labor, materials or equipment in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy.
5. Any encroachment, encumbrance, violation, conflict in boundary line(s), shortage in area, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey and/or physical inspection of the land. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.
6. (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.
7. Easements or claims of easements not shown by the public records.
8. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; and (c) Oil, natural gas, coal, fissionable materials or other minerals previously conveyed, leased or retained by prior owners, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Any adverse ownership claim by right of sovereignty to any portion of the lands insured hereunder, including tidelands, submerged, filled and artificially exposed lands and lands accreted to such lands or dispute as to the boundaries purportedly caused by a change in the location of any water body within or adjacent to the land.
10. Water rights, and claims or title to water, whether or not shown by the Public Records.
11. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.

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12. Easement and the terms and conditions thereof for the purpose of access, affecting a portion of said premises, recorded in [4325092](#), of Official Records.
13. Easement and the terms and conditions thereof for the purpose of ingress and egress, affecting a portion of said premises, recorded in [4406326](#), of Official Records.
14. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in [4720387](#), of Official Records, 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.
15. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded in [5491280](#), of Official Records, 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.
16. Easements, restrictions, covenants and conditions as set forth in the Plat of Northbrook Lane Addition, recorded in [Volume 71, Page 39](#), of Official Records.  
NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.
17. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded on August 30, 1974, in [7408300617](#), of Official Records, 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.
18. Declaration of view easement and the terms and conditions thereof, affecting a portion of said premises, recorded on May 28, 1997, in [9705280664](#), of Official Records.
19. Declaration of view easement and the terms and conditions thereof, affecting a portion of said premises, recorded on May 28, 1997, in [9705280665](#), of Official Records.
20. Declaration of view easement and the terms and conditions thereof, affecting a portion of said premises, recorded on May 28, 1997, in [9705280666](#), of Official Records.
21. Matters set forth by survey recorded on September 15, 1998, in [9809159005](#), of Official Records.
22. Easement and the terms and conditions thereof, affecting a portion of said premises, recorded on December 6, 2000, in [20001206001392](#), of Official Records.
23. Agreement and the terms and conditions thereof, recorded on November 8, 2001, in [20011108000132](#), of Official Records, regarding Indemnification and Covenant for Ecologically Hazardous Areas.
24. Easements, restrictions, covenants and conditions as set forth in the Lot Line Revision, recorded in [20011108900001](#), of Official Records.  
NOTE: This exception omits any restriction, covenant, or condition based on race, color, religion, sex, handicap, familial status or national origin, if any, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.
25. Easement and the terms and conditions thereof  
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for the purpose of utilities,  
affecting a portion of said premises, recorded on February 3, 2005, in [20050203001003](#), of Official Records.

26. Easement and the terms and conditions thereof, granted to:  
Puget Sound Energy, Inc.,  
for the purpose of underground facilities,  
affecting a portion of said premises, recorded on May 8, 2014, in [20140508000420](#), of Official Records.

27. Real estate excise tax pursuant to the authority of RCW Chapter 82.45 and subsequent amendments thereto.

The rate of real estate excise tax to a sale on or after 1/1/2023 for properties which are not formally classified and specially valued as timberland or agricultural land is:

- 1.60% on any portion of the sale price of \$500,000 or less;
- 1.78% on any portion of the sale price above \$500,000.01. up to \$1,500,000;
- 3.25% on any portion of the sale price above \$1,500,000.01, up to \$3,000,000;
- 3.50% on any portion of the sale price above \$3,000,000;

Levy Code: 1031

28. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

Tax Year: 2023  
 Tax Type: County  
 Tax ID No.: 242404903708  
 Taxing Entity: King County Treasurer  
 Total Annual Tax: \$12,411.70  
 First Installment: \$6,702.30  
 First Installment Status: Paid  
 First Installment Due/Paid Date: April 30, 2023  
 First Installment Delinquent Date: May 1, 2023  
 Second Installment: \$5,709.40  
 Second Installment Status: Due  
 Second Installment Due/Paid Date: October 31, 2023  
 Second Installment Delinquent Date: November 1, 2023  
 Notes: [View Taxes](#)

29. INTENTIONALLY DELETED

30. Notice of tap or connection charges which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the city/county/agency.

City/county/agency: City of Mercer Island  
 Recorded: December 6, 1977  
 Recording No.: [7712060812](#), of Official Records

31. Deed of Trust and the terms and conditions thereof:

Grantor: Sherrill D. Elliott and Andrew S. Elliott, wife and husband  
 Trustee: Fidelity National Title  
 Lender/Beneficiary: Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.) and MERS solely as Nominee for Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.)  
 Original Amount: \$677,500.00  
 Dated: December 22, 2006  
 Recorded: December 28, 2006  
 Recording No.: [20061228001421](#)

Assignment of the Deed of Trust:  
 Assignee: U.S. Bank National Association, as Trustee, as successor in interest to Bank of America, National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for holders of Mortgage Asset-Backed Pass- Through Certificates Series 2007-SP2

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Recorded: December 26, 2012  
Recording No.: [20121226000410](#)

Appointment or Substitution of Successor Trustee:  
Appointed: Northwest Trustee Services, Inc., a Washington Corporation  
Recorded: June 10, 2013  
Recording No.: [20130610000430](#)

32. Deed of Trust and the terms and conditions thereof:  
Grantor: Andrew S. Elliott and Sherrill D. Elliott, as husband and wife  
Trustee: Rainier Foreclosure Services, Inc.  
Lender/Beneficiary: WVJP 2021-4, LP  
Original Amount: Not Shown  
Dated: December 23, 2022  
Recorded: March 31, 2023  
Recording No.: [20230331000777](#)

33. Deed of Trust and the terms and conditions thereof:  
Grantor: Andrew S. Elliott and Sherrill D. Elliott  
Trustee: Not Shown  
Lender/Beneficiary: Tree Rose Trust  
Original Amount: \$1,198,000.00  
Dated: February 16, 2015  
Recorded: April 29, 2016  
Recording No.: [20160429000317](#)

Said Deed of Trust is a re-record of the instrument recorded on July 7, 2015, under [20150707000267](#), of Official Records.

Subordination Agreement:

From: Eben Elliott & Leslie Elliott, as Co-Trustees of the Tree Rose Trust  
To: WVJP 2021-4, LP  
Recorded: March 31, 2023  
Recording No.: [20230331001059](#)

34. INTENTIONALLY DELETED

35. Determination of whether reporting is required under any applicable U.S. Department of Treasury FINCEN Geographic Targeting Order (GTO) and, if reporting under the GTO is required, providing to the Company the information and identity documents required to comply with the GTO and complete the report.

36. The transaction contemplated in connection with this report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

Note 1: The following is incorporated herein for information purposes only and is not part of the exception from coverage (Schedule B-II of the commitment and Schedule B of the policy):The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 36 months of the effective date of this commitment:

None of Record

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Note 2: We find no pertinent matters of record against the name(s) of said borrower(s).

Note 3: The matters relating to the questions of survey, rights of parties in possession, and unrecorded liens for labor and material have been cleared for the loan policy which, when issued, will contain the ALTA 9.10 Endorsement, as appropriate for the policy form.

Note 4: Based on information provided to the company, on the date of this commitment it appears that there is located on the land:

Single Family Residence

Known As:  
5928 77th Avenue SE  
Mercer Island, WA 98040

Note 5: The county tax rolls disclose the current assessed valuations as follows:

Land:	\$1,727,000.00
Improved:	\$295,000.00
Total:	\$2,022,000.00
Levy Code:	1031

Note 6: The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for title insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.

Note 7: The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PTN GOVT LOT 5, S-24, T-24N, R-4E & PTN. LOT 4, NORTHBROOK LANE ADDN., AKA PARCEL A, LLR 20011108900001

Note 8: When sending documents for recording, via U.S. mail or special courier service, please send to the following address, unless specific arrangements have been made with your title unit:

WFG National Title Company  
2300 Eastlake Avenue East  
Suite 100  
Seattle, WA 98102  
Attn: Recording Dept.

NOTE: Please make checks for recording payable to WFG National Title Company of Washington. If you intend to e-record a document that must clear for excise tax electronically, the check for the Excise Tax due, must be payable to WFG National Title Company of Washington, in order to avoid recording delays.

NOTE: Starting 8/5/22 a \$3.00 eRecording Fee will be added for each document recorded.

TO RELEASE RECORDING, please email WA Recording team at [WARecording@wfgtitle.com](mailto:WARecording@wfgtitle.com)

**End of Schedule B-II**

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**COMMITMENT FOR TITLE INSURANCE**  
 Issued By  
**WFG 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, WFG National Title Insurance Company, a South Carolina 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

**In Witness Whereof**, WFG National Title Insurance Company has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
 Steve Ozonian, President/CEO

ATTEST:   
 Joseph V. McCabe, EVP/General Counsel/Secretary



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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; 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 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by WFG National 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- 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.
  - 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 – INTENTIONALLY DELETED

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## Williston Financial Group Privacy Notice

Williston Financial Group LLC, WFG National Title Insurance Company, and each of the affiliates listed below (collectively “WFG” or the “WFG Family”) believe it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Notice provides that explanation. We reserve the right to change this Privacy Notice from time to time.

WFG’s primary business is providing appraisal, title insurance, and escrow services for the sale or refinance of real property. This can be a complicated process involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information, including email addresses, Social Security numbers, driver’s license, and other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; information about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land, tax, court and credit records to make certain that any liens, challenges or title defects are addressed properly. Some of the information that is collected is provided by you or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and lenders, and others working to facilitate your transaction, as well as information from public, private or governmental databases including credit bureaus, ‘no-fly’ lists, and terrorist ‘watch lists’.

### **What Information is Shared?**

**WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.**

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete current and future transactions.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, and condominium or homeowners’ association information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals, and inspections may be ordered.
- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.

- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents, usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Information within your title policy may be shared with WFG National Title Insurance Company title policy issuing agents to facilitate future financial transactions involving your property.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the U.S. Department of the Treasury, local and state tax authorities, and other regulatory and governmental agencies.
- **WFG title policy issuing agents only:** personal information provided by you may be shared with a third party for the purposes of facilitating training to obtain CE/CLE credits.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

### **How does WFG use your Information?**

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested, and to close and facilitate your transaction.
- Provide and use historic transaction information to facilitate future financial transactions.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create, manage, and maintain your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party.
- Protect the integrity and maintain security of our applications, websites, and products.
- Operate, evaluate, and improve our business.
- Provide you with information about products, services, and promotions from WFG or third parties that may interest you.
- **WFG title policy issuing agents only:** Provide you with a training platform to obtain CE/CLE credits

**How Do We Store and Protect Your Personal Information?**

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

**How Long Do We Keep Your Personal Information?**

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

**Computer Information**

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain websites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our website and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our website, assess how our advertisements on other websites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

In addition to the above, if you use an eClosing platform to sign your real estate transaction additional information may be collected. This may include:

- Your IP address.
- Your location.
- Your email address and your alias.
- The type of browser and operating system you use.
- The time of your visit.
- Your biometrics.
- Your image.
- Video recording of your transaction signing.
- Transaction metadata.
- Cookies.

**Links to Third Party Sites**

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

**Do Not Track**

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (“Do Not Track”), our websites do not currently change the way they operate based upon detection of a Do Not Track or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

**Social Media Integration**

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect from the social media platform additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button, or the Google+, that particular social network's plug-in will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

**How Can You “Opt-Out?”**

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the “Legal” Notices attached below.

**The “Legal” Notices**

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures – see links below. The state-specific statutes referenced therein may also give residents of those states additional rights and remedies.

**Privacy Notice for California Residents** - <https://national.wfgnationaltitle.com/privacy-notice-california>

**Privacy Notice for Oregon Residents** - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

**How to Contact Us**

If you have any questions about WFG’s privacy notice or how we protect your information, please contact WFG:

- By email: [Consumerprivacy@willistonfinancial.com](mailto:Consumerprivacy@willistonfinancial.com)
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

**WFG FAMILY**

WILLISTON FINANCIAL GROUP LLC  
WFG NATIONAL TITLE INSURANCE COMPANY  
WFG LENDER SERVICES, LLC

WFGLS TITLE AGENCY OF UTAH, LLC  
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC  
WFG NATIONAL TITLE COMPANY OF CALIFORNIA

WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY  
UNIVERSAL TITLE PARTNERS, LLC  
VALUTRUST SOLUTIONS, LLC

MYHOME, A WILLISTON FINANCIAL GROUP COMPANY, LLC (formerly known as WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC)

WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC, D/B/A WFG NATIONAL TITLE

Rev 12.20.2022

<b>FACTS</b>		<b>WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and other government identification information</li> <li>• Your name, address, phone, and email</li> <li>• Information about the property, any liens and restrictions</li> <li>• Financial Information including credit history and other debt</li> <li>• Financial account information, including wire transfer instructions.</li> </ul>		
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.		
<b>Reasons we can share your personal information</b>		<b>Does Williston Financial Group share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes—to offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
To limit our sharing	<ul style="list-style-type: none"> <li>• Call 833-451-5718—our menu will prompt you through your choice(s)</li> <li>• Visit us online: <a href="http://bit.ly/WFGsConsumerPrivacyInformationRequestPage">http://bit.ly/WFGsConsumerPrivacyInformationRequestPage</a> or e-mailing us at <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a></li> <li>• Mail the form below</li> </ul> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 833-451-5718 or Email <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a>		

<b>Mail-In Form</b>	
If you have a joint policy, your choices will apply to everyone on your account.	<p>Mark any/all you want to limit:</p> <p><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p> <p><input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.</p>
<b>Name</b>	Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 <sup>th</sup> Pkwy, #350 Portland, OR 97223
<b>Address</b>	
<b>City, State, Zip</b>	
<b>File Number</b>	

Page 2

<b>Who we are</b>	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
<b>What we do</b>	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance</li> <li>• Engage us to provide appraisal, title and escrow services</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your driver's license</li> </ul> <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
<b>Other important information</b>	
<p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p><b>Privacy Notice for California Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-california">https://national.wfgnationaltitle.com/privacy-notice-california</a></p> <p><b>Privacy Notice for Oregon Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-oregon">https://national.wfgnationaltitle.com/privacy-notice-oregon</a></p>	