

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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fort Sumner Land & Title



Authorized Signatory

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions.

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.

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- (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 .
- (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.

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Pursuant to the New Mexico Title Insurance Law §59A-30-4 NMSA 1978, Control and supervision by superintendent and Title Insurance Regulation §13.14.18.10, NMAC, no part of any title insurance commitment, policy or endorsement form may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico Superintendent of Insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico Superintendent of Insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located.

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: **Fort Sumner Land & Title**

Issuing Office: **801 Pile Street, Clovis, New Mexico 88101**

Issuing Office's ALTA® Registry ID: **0001985**

Loan ID No.:

Commitment No.: **19409**

Issuing Office File No.: **19409**

Property Address: **520 Deer View Dr., Fort Sumner, NM 88119**, this information is provided for informational purposes only as obtained from the County Assessor's records.

Revision No.

SCHEDULE A

1. Commitment Date: **March 08, 2019, 8:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **To Be Determined**
Proposed Policy Amount: **\$Amount to be determined**
 - (b) 2006 ALTA® Loan Policy
Proposed Insured: **To Be Determined**
Proposed Policy Amount: **\$Amount to be determined**
 - (c) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: **\$**
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple** (Identify estate covered, i.e., fee, leasehold, etc.)
4. The Title is, at the Commitment Date, vested in: **Norma J. Head, as Personal Representative of the Estate of Davis Walter Head, aka Davis W. Head, deceased, who acquired title as Davis W. Head, by virtue of Warranty Deed from Anas C. Head, a widow, recorded November 19, 1980, in Book 52, Page 67 of the Deed Records of De Baca County, New Mexico, re-recorded December 12, 1980, in Book 52, Page 77 of the Deed Records of De Baca County, New Mexico, as per Tract 1.**

AND

Norma J. Head, a single person, who acquired title as Davis W. Head and Norma J. Head, as joint tenants with rights of survivorship, by virtue of a Quitclaim Deed from The United States of America, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, recorded July 18, 1991, in Book 69, Page 266 of the Deed Records of De Baca County, New Mexico, as per Tracts 2 and 3.

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

Parcel ID: 1 154 012 270 010 00, this information is provided for informational purposes only as obtained from the County Assessor's records.

This title commitment is not effective until Schedule A is completed and the company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional information.

Countersigned
Fort Sumner Land & Title

By: 
Authorized Signatory

EXHIBIT "A"

TRACT 1:

THAT CERTAIN TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (S1/2SW1/4SE1/4) OF SECTION THREE (3), TOWNSHIP TWO NORTH (T2N), RANGE TWENTY-SIX EAST (R26E), N.M.P.M. DE BACA COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SAID S1/2SW1/4SE1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 26 EAST, AND POINT OF BEGINNING OF THIS TRACT; RUNNING NORTH ALONG THE WEST LINE OF SAID S1/2SW1/4SE1/4 A DISTANCE OF 208.71 FEET TO A POINT; THENCE EAST A DISTANCE OF 208.71 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL TO THE WEST BOUNDARY LINE OF SAID S1/2SW1/4SE1/4 A DISTANCE OF 208.71 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID S1/2SW1/4SE1/4; THENCE WEST A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

TRACT 2:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (S1/2SW1/4SE1/4) OF SECTION THREE (3), TOWNSHIP TWO NORTH (T2N), RANGE TWENTY-SIX EAST (R26E), N.M.P.M. DE BACA COUNTY, NEW MEXICO; LESS A TRACT OF LAND DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID S1/2SW1/4SE1/4 AND RUNNING NORTH 208.71 FEET, THENCE EAST 208.71 FEET; THENCE SOUTH 208.71 FEET, THENCE WEST 208.71 FEET TO THE POINT OF BEGINNING.

TRACT 3:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION TEN (10), TOWNSHIP TWO NORTH (T2N), RANGE TWENTY-SIX EAST (R26E), N.M.P.M. DE BACA COUNTY, NEW MEXICO.

TITLE INSURANCE COMMITMENT

BY

*First American Title Insurance Company*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.

(Additional Requirements may be listed here by number)

1. **If the proposed insured and/or its Lender requires deletion of standard exceptions 2 and 3 of schedule B-II we must be provided a current Improvement Survey.**
2. **Pay remaining ad valorem taxes for 2018, in the amount of \$101.97, as per Tract 1. (Ad valorem taxes are good until 10 May 2019).**
3. **Pay remaining ad valorem taxes for 2018, in the amount of \$458.46, as per Tract 2. (Ad valorem taxes are good until 10 May 2019).**
4. **Pay remaining ad valorem taxes for 2018, in the amount of \$1,005.32, as per Tract 3. (Ad valorem taxes are good until 10 May 2019).**
5. **Provide proof that the Irrigation Tolls due to the Fort Sumner Irrigation District are current and that no unpaid assessment remains due.**
6. **Provide proof that any special assessments (garbage, solid waste, etc.) is current and that no unpaid assessment remains due.**
7. **Record properly executed Affidavit of Fact as to Death for Davis W. Head, deceased.**
8. **Record properly executed Warranty Deed from Norma J. Head, as Personal Representative of the Estate of Davis Walter Head, aka Davis W. Head, deceased, to Buyer, to be determined, as per Tract 1. (Examiner's Note: Upon notification of the Proposed Insured, additional requirements may be necessary.)**
9. **Record properly executed Warranty Deed from Norma J. Head, a single person, to Buyer, to be determined, as per Tracts 2 and 3. (Examiner's Note: Upon notification of the Proposed Insured, additional requirements may be necessary.)**
10. **Record mortgage, if any, and disburse proceeds, as per Tracts 1, 2 and 3.**
11. **Obtain properly executed Affidavit as to Debts and Liens from Norma J. Head, as Personal Representative of the Estate of Davis Walter Head, aka Davis W. Head, deceased, as per Tract 1.**

12. Obtain properly executed Affidavit as to Debts and Liens from Norma J. Head, individually, as per Tracts 2 and 3.
13. Submit to the De Baca County Assessor's Office, the Real Property Transfer Declaration Affidavit.

TRACT 1:

Tax ID# 1 154 012 270 010 00, 2018 taxes are \$203.95, with a remaining balance of \$101.97, that is UNPAID.

TRACT 2:

Tax ID# 1 154 012 345 050 00, 2018 taxes are \$916.92, with a remaining balance of \$458.46, that is UNPAID.

TRACT 3:

Tax ID# 1 154 011 230 460 00, 2018 taxes are \$2,010.64, with a remaining balance of \$1,005.32, that is UNPAID.

NOTE: According to the public records, there have been no deeds conveying the property in this commitment within a period of twenty-four months prior to the date of this commitment, except as follows: NONE

NOTE: The company reserves the right to amend the requirements or exceptions in this commitment upon receipt and review of any of the above documents, instruments, or additional information.

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

This title commitment is not effective until Schedule A is completed and the company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional information.

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company**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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year **2019** and thereafter.
8. 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 of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, 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.

Exceptions numbered ____ will not appear in the Loan Policy but will appear in the Owner's Policy, if any.

- 10. Reservations or exceptions in patents or in acts authorizing the issuance thereof.**
- 11. Regulations, stipulations, easements, assessments and charges of the Fort Sumner Irrigation District.**

12. **Provision for right of way for canals or ditches as shown in instrument dated May 14, 1908 and recorded in Transcribed Guadalupe Warranty Deed Book 3 page 257, of the Records of De Baca County, New Mexico, as per Tract 3.**
13. **Provision for right of way for half the public road along the west side of insured premises as shown in instrument dated May 14, 1908 and recorded in Transcribed Guadalupe Warranty Deed Book 3 page 257, of the Records of De Baca County, New Mexico, as per Tract 3.**
14. **Easements or claims of easement including but not limited to title to land lying within the boundaries of any public roads or private access easements, which would be disclosed by an accurate survey and inspection of the premises.**
15. **Title to all the coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with the rights, privileges and immunities relating thereto heretofore reserved unto and or conveyed by predecessors in title.**

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. policy form (NM form 34), any policy to be issued pursuant to this commitment will be endorsed or modified in schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

This title commitment is not effective until Schedule A is completed and the company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional information.