

## ALTA Plain Language Commitment Form

### INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

*The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

For questions regarding this Commitment, please contact **Dennis Goodwin**, Phone: **(208) 414-1455**, Email: [wctitle@mtecom.net](mailto:wctitle@mtecom.net)

For our Escrow/Closing Department, please contact Dianna Stork Phone: **(208) 424-8511**, Email: [dstork@titleonecorp.com](mailto:dstork@titleonecorp.com)

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AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insurers
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

TITLE INSURANCE COMMITMENT

BY

*Westcor Land Title Insurance Company*

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 6 months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on the last page.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

(The countersignature clause is optional.)



SCHEDULE B - SECTION I  
REQUIREMENTS

The following requirements must be met:

- A. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- B. Pay Washington County Title & Escrow the premiums, fees and charges for the policy.
- C. Documents satisfactory to Washington County Title & Escrow creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- D. We will require in writing the name(s) of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

## SCHEDULE B - SECTION II

### EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which 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.
2. Any fact, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (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.
6. Any liens or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title or interest in any minerals, mineral rights or related matters including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the public records.
8. 2018 taxes are an accruing lien not yet due or payable.
9. All matters, covenants, conditions, restrictions, easements and any right, interest or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, 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).
10. Easements or irrigation or drainage ditches, canals or roads; water rights, mineral rights, claims or title to water.
11. Covenants, Conditions, and Restrictions recorded in Book 9 of Miscellaneous, Page 937, Instrument Number 116824, but deleting and 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).
12. Exception of road right of way appearing in Warranty Deed dated August 24, 1909, recorded in Book 23 of Deeds, page 177.
13. Pole Line easement granted to Idaho Power Company, a corporation, recorded May 17, 1937 in Book 57 of Deeds, Page 98.
14. Leach Line easement granted to Thelma J. Ductor recorded May 3, 1999 as Instrument No. 176199.
15. Statement of Intent to Declare Manufactured Home Real Property recorded November 30, 2017, Instrument No. 234673.

Order No. 218-114

**Note:** As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyance(s) describing all or a part of the subject property, which have been recorded within the last 24 months: None

**Note:** We have searched for tax liens and judgments against Dennis F. Ginger and Terri A. Ginger and find the following in the public records: None

**Note:** 2017 taxes in the original amount of \$477.42, Tax Parcel No. RP11N06W640060, have been paid in full. Homeowners exemption active as of the 2017 tax statement.

**Note:** 2017 taxes in the original amount of \$220.76, Tax Parcel No. MH009689, have been paid in full.

As an accommodation, and not part of this commitment, we provide the following information:

**Property Address:**  
694 River Bend Lane  
Weiser, ID 83672

*Washington County Title Company*  
*606 State Street*  
*Weiser, Idaho 83672*

  
\_\_\_\_\_  
Dennis Goodwin, Title Examiner

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defect, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

Or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II,

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

Tax Information

[Refresh](#) [New Search](#) [List](#) [Close](#)

PIN: <b>MH009689</b>	TAG: <b>TAG 043-0000</b>	Current owner: <b>GINGER DENNIS F <a href="#">(more)</a></b>
AIN:	TIF:	Ownership type: <b>Community Property</b>
Status: <b>Active</b>	County: <b>44-Washington</b>	Situs address: <b>694 RIVER BEND LN</b>
Geocode:	Case:	Description: <b>79 SILVERCREST, EDINBORO; (...)</b>
Rev acct: <b>0000021943</b>	Pmt plan:	Class: <b>546 MH not real prop own land</b>
Tax sale:	ACH plan:	Roll type: <b>Mobile Home</b>

Bill type: <b>Original</b> <b>Actual</b>	Owner of record:
Bill dates: <b>November 01, 2017</b>	GINGER DENNIS F
Amount: <b>\$220.76</b>	694 RIVER BEND LN
Paid date:	WEISER ID 83672
<b>Wednesday, November 29, 2017</b>	
Receipt: <b>U17.3327</b>	
Sequence no: <b>1</b>	
Paid by: <b>GINGER DENNIS F</b>	
Decal no:	
Description: <b>79 SILVERCREST, EDINBORO; 24 X 64; #AB7SC5000R; RP11N06W640060</b>	

Bill 2017-700077-A Inst 2-June 20	\$0.00
<b>Total Current</b>	<b>\$0.00</b>
Delinquent	\$0.00
Adv/Surplus	\$0.00
Discount	\$0.00
<b>Total Due</b>	<b>\$0.00</b>

Values/Exemptions	
Imp Assessed	32,350 USD
Total Value	32,350 USD
Total Exemptions	16,175 USD
Net Tax Value	16,175 USD
Net Tax Value	16,175
<b>990F SW MH</b>	<b>01.00 Units</b>

Charge Summary					<a href="#">Detail</a>
Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings	
220.76	0.00	220.76	147.73	147.73	



Tax Information

[Refresh](#) [New Search](#) [List](#) [Close](#)

**PIN:** RP11N06W640060      **TAG:** TAG 043-0000      **Current owner:** GINGER DENNIS F(more)  
**AIN:**      **TIF:**      **Ownership type:** Community Property  
**Status:** Active      **County:** 44-Washington      **Situs address:** 694 RIVER BEND LN  
**Geocode:**      **Case:**      **Description:** LOT 6 RIVER VIEW EST S32T(...)  
**Rev acct:** 0000021894      **Pmt pin:**      **Class:** 515 Res Rural Sub Vacant  
**Tax sale:**      **ACH pin:**      **Roll type:** Real Property

2017-102155-A		*Tax Info*	Print	Bill Detail	Total Due	1/12/2018
Bill type:	Original    Actual	Owner of record:			Bill 2017-102155-A	\$0.00
Bill dates:	<u>November 01, 2017</u>	GINGER DENNIS F			Inst 2-June 20	\$0.00
Amount:	\$477.42	694 RIVER BEND LN			<b>Total Current</b>	<b>\$0.00</b>
Paid date:	Wednesday, November 29, 2017	WEISER ID 83672			Delinquent	\$0.00
Receipt:	<u>U17.3327</u>				Adv/Surplus	\$0.00
Sequence no:	2				Discount	\$0.00
Paid by:	GINGER DENNIS F				<b>Total Due</b>	<b>\$0.00</b>
Decal no:					<b>Values/Exemptions</b>	
Description:	LOT 6 RIVER VIEW EST S32T11R6 MH009689				Land Assessed	48,721 USD
<b>Charge Summary</b>					Imp Assessed	40,300 USD
					Total Acres	1.6830 Acres
Gross Tax	Credits	Net Tax	Tax Savings	Total Credits/Savings	Total Value	89,021 USD
477.42	0.00	477.42	384.97	384.97	Total Exemptions	42,150 USD
					Net Tax Value	46,871 USD

Instrument # 226547

STATE OF IDAHO, COUNTY OF WASHINGTON

7-30-2014 04:00:00 No. of Pages: 1

Recorded for : WASHINGTON COUNTY TITLE

BETTY J THOMAS

Fee: 10.00

Ex-Officio Recorder Deputy *Clarence R. Stark*

Index to: DEED

Approved by:  
Initials \_\_\_\_\_



### Warranty Deed



FOR VALUE RECEIVED, FLOYD D. HARVEY and CHERYL HARVEY, husband and wife, the Grantor, does hereby, grant, bargain, sell and convey unto DENNIS F. GINGER and TERRI A. GINGER, husband and wife, the Grantee, whose address is 694 River Bend Lane, Weiser, ID 83672 the following described real estate situated in Washington County, State of Idaho, to-wit:

Lot 6 of RIVER VIEW ESTATES according to the official plat thereof on file in the office of the County Recorder of Washington County, Idaho, Book 1 of Plats, Page 125

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises; that said premises are free from all incumbrances except accruing property taxes, and that they will warrant and defend the same from all lawful claims whatsoever.

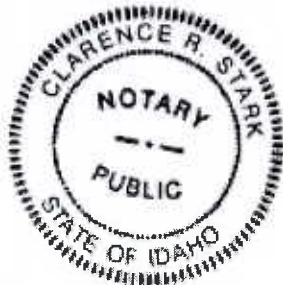
DATED this 23 day of July, 2014.

*Floyd D. Harvey*  
\_\_\_\_\_  
FLOYD D. HARVEY  
*Cheryl Harvey*  
\_\_\_\_\_  
CHERYL HARVEY

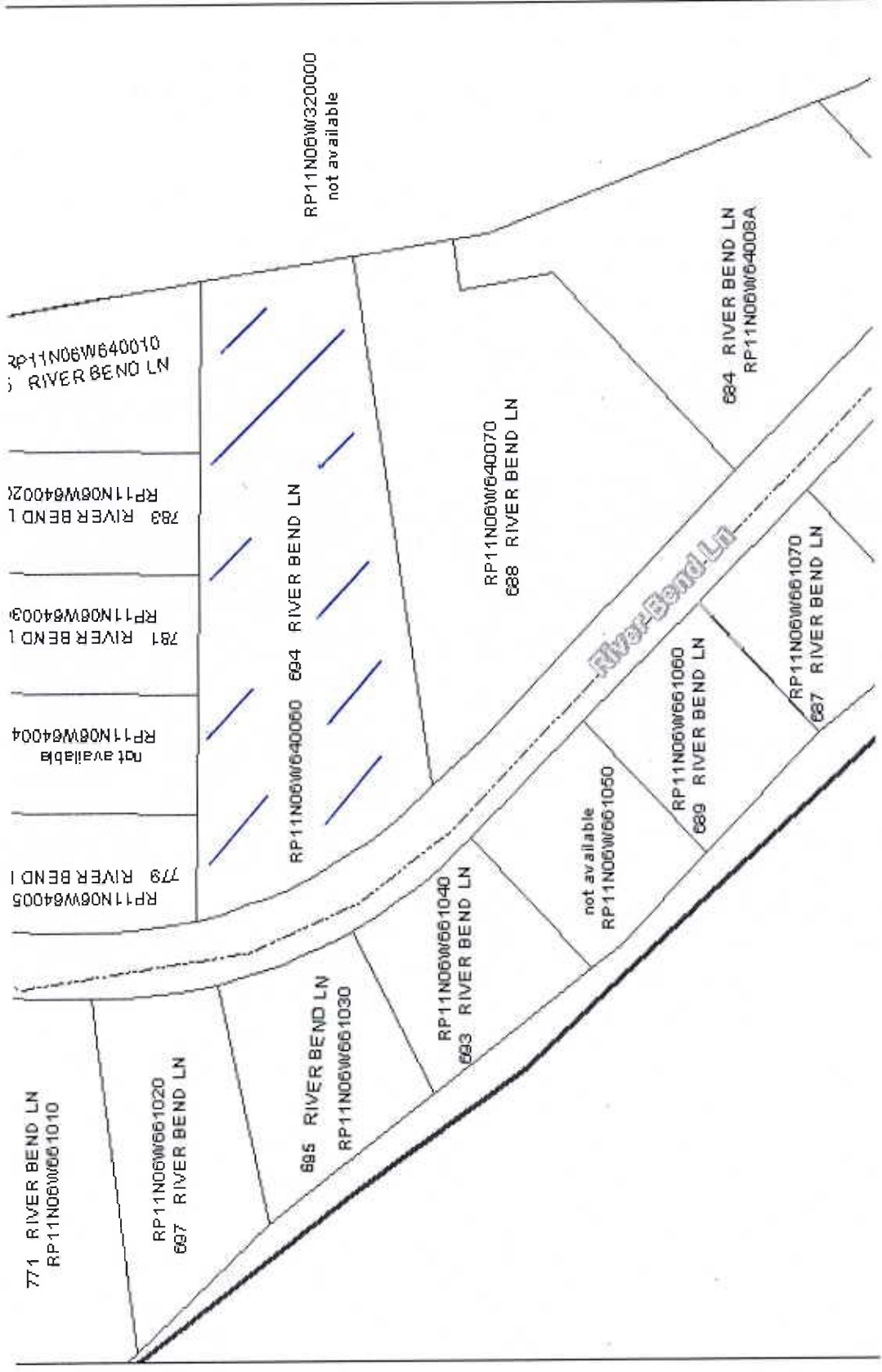
STATE OF IDAHO )  
                          ) ss  
County of Washington )

On this 23 day of July, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared FLOYD D. HARVEY and CHERYL HARVEY, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



*Clarence R. Stark*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Weiser, Idaho  
Commission expires:  
9-7-2017



**STATEMENT OF INTENT TO DECLARE  
A MANUFACTURED HOME AS REAL PROPERTY**

**234673**

(See instructions on the back of the form.)

1. Owner Name(s) <u>Ginger Dennis Franklin or Term Alece</u>	
2. Mailing Address	
3. Property Address <u>694 Riverbend Ln. Weiser, Id 83672</u>	
4. Legal Description <u>Lot 6 of Riverbend Estates Washington County, ID Book of Plats 51 page 125</u>	
5. Real Property Parcel Number <u>RPL1104-1164-000</u>	6. Manufactured Home Parcel Number <u>MA009689</u>
7. Land Ownership <input checked="" type="checkbox"/> Deed <input checked="" type="checkbox"/> Recorded <input type="checkbox"/> Contract of Sale <input type="checkbox"/> Unrecorded	

**Instrument # 234673**  
 STATE OF IDAHO, COUNTY OF WASHINGTON  
 11-30-2017 08:58:26 AM No. of Pages: 2  
 Recorded for: TERRY GINGER  
 Ex-Officio Recorder Deputy Maria McLaughlin  
 Fee: \$3.00  
 Sent to: sds@idaho.gov

8. Manufactured Home Description:

Make Stac Model TL Year 1979 Size 24x64

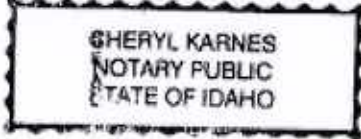
Serial Number AB75C5000R Lien Holder (if any) none

The undersigned, being duly sworn, states that the above information is true and correct, and does hereby execute a "STATEMENT OF INTENT", declaring the above referenced manufactured home to be real property according to Idaho Code Section 63-304. The undersigned further states that the running gear has been removed from the manufactured home and the manufactured home will be permanently affixed to the land owned or being purchased by the owner or purchaser of the manufactured home.

9. Signature <u>Dennis F. Gieger</u>	Date <u>11/29/17</u>	Signature <u>Terri A. Gieger</u>	Date <u>11/29/17</u>
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STATE OF IDAHO  
COUNTY OF Washington s.s.

On this 29 day of November in the year of 20 17, before me, Cheryl Karnes, personally appeared Dennis F. Gieger and Terri A. Gieger, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument and acknowledged that he (she) they executed the same.



Cheryl Karnes  
Notary Public  
My Commission Expires on 2-18-21

Signatures - Pursuant to Idaho Code Section 63-304			
10. BUILDING AND ZONING DEPARTMENT OR OTHER AUTHORIZED OFFICIAL			
A. Removal of running gear,	<u>Chad Brock</u>	<u>11-29-17</u>	
	Authorized Signature	Date	
B. Permanently affixed to a foundation on the land. (See the Idaho Manufactured Home Installation Standard.)	<u>Chad Brock</u>	<u>11-29-17</u>	
	Authorized Signature	Date	
11. COUNTY ASSESSOR			
Verified ownership of land and manufactured home and payment of sales tax on new manufactured home.	<u>Georgia Hinkle</u>	<u>11-30-17</u>	
	Authorized Signature	Date	
12. CONSENT OF LIENHOLDER			
Name	Date	Authorized Signature	Date