 First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or 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 in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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 by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

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 acquired 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, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
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 and 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 Conditions 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. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. 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 this Commitment.
5. The policy to be issued 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 the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



First American Title™

Commitment for Title Insurance

BY

Millennium Title Agency, LLC

Agent For:

First American Title Insurance Company

Schedule A

Order No.: **M8065521-099-CO**

1. Effective Date: **6/29/16**
2. Policy or Policies to be issued: Amount
 - a. **ALTA Homeowner's Policy of Title Insurance (Rev. 2-3-10)** **\$0.00**
Proposed Insured:
To Come
 - b. **ALTA 2006 Extended Loan Policy** **\$0.00**
Proposed Insured:
To Come
 - c. **None** **\$0.00**
Proposed Insured:

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

A FEE

4. Title to the estate or interest in the land is at the Effective Date vested in:


Lisa O'Brien, an unmarried woman

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

See Exhibit A attached hereto and made a part hereof.

By: 
Authorized Countersignature

Note: Please direct all inquiries and correspondence to **Millennium Title Agency, LLC**, issuing agent for First American Title Insurance Company
Christina Olson
Phone: **(602) 385-0302**
By: Christina Olson/CO /co
Title Department

 First American Title™	Commitment for Title Insurance
Exhibit A	BY First American Title Insurance Company

Order No.: **M8065521-099-CO**

LEGAL DESCRIPTION


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

Unit 1348, of VENU AT GRAYHAWK CONDOMINIUM, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 672 of Maps, Page 43 and the Condominium Declaration for Venu at Grayhawk Condominium recorded at Document No. 2004-0207062 and First Amendment recorded in Document No. 2004-0210060.

TOGETHER WITH a proportionate interest in and to the common elements as set forth in said Declaration, Amendments and plats.

EXCEPT all oil, gas and other hydrocarbon substances, helium or other substances or a gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description and except all uranium, thorium or any other mineral which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value as set forth in Section 37-231, ARS.

APN: **212-46-453**

 <p data-bbox="331 163 686 205"><i>First American Title</i>TM</p>	<p data-bbox="751 115 1312 153">Commitment for Title Insurance</p> <p data-bbox="751 178 776 199">BY</p> <p data-bbox="751 220 1360 258">First American Title Insurance Company</p>
<p data-bbox="131 296 492 354">Schedule BI</p>	

Order No.: **M8065521-099-CO**

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
4. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
5. PAYMENT OF any and all assessments.
6. PROPER showing that all assessments levied by the owners association referred to below have been paid.

Grayhawk Community Association
Notice of Contact Information recorded as Document No. 2004-946552
7. PROPER showing that all assessments levied by the owners association referred to below have been paid:

Name: Venu at Grayhawk Condominium Association
Notice of Contact Information recorded as Document No. 2013-114373
8. PROVIDE properly executed Affidavit for Homeowner's Title Insurance Policy, in order to issue the requested ALTA Homeowner's Policy of Title Insurance.

THE RIGHT IS RESERVED to make additional exceptions and/or requirements upon examination of same.
9. FURNISH copy of executed Affidavit that the subject property is FREE and CLEAR of encumbrances. Our search of the subject property found no open Deed of Trust of Record. Further requirements may be deemed necessary upon said disclosure.
10. FURNISH proper Identity Statement of John O'Brien. The right is reserved to make further exceptions or requirements based upon the information furnished.
NOTE: THIS REQUIREMENT MUST BE SUBMITTED TO THE EXAMINER A MINIMUM OF 48 HOURS PRIOR TO CLOSING TO ELIMINATE POSSIBLE JUDGMENTS AND LIENS AGAINST SAID PARTIES.
11. RECORD Deed from Lisa O'Brien, an unmarried woman to Proposed Buyer.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.
12. RECORD Deed of Trust to be insured.
13. FURNISH a fully executed Affiliated Business Arrangement Disclosure Statement prior to close of escrow.

Failure to provide said Disclosure Statement may cause unnecessary delays in the closing of the anticipated transaction.



*First American Title*TM

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BI (Continued)

Order No.: **M8065521-099-CO**

TAX NOTE:

Year	2015
Parcel No.	2125-46-453
Total Tax	\$1478.02
First Half	\$Paid
Second Half	\$Paid

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

NONE.

Deed recorded December 12, 2014 as Document No. 2014-817767; Grantor: John O'Brien; Grantee: Lisa O'Brien.

NOTE: These are the only conveyances of record since the property was platted. We do not chain behind the plat.

NOTE: THE OWNER'S POLICY OF TITLE INSURANCE COMMITTED TO BE ISSUED WILL CONTAIN DEDUCTIBLE AMOUNTS AND LIABILITY LIMITS RELATIVE TO CERTAIN COVERED RISKS AS FOLLOWS:

COVERED RISK 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.


COVERED RISK 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

LENDER'S NOTE: There is located on said land a condominium purportedly known as 19777 N. 76th Street, #1348, Scottsdale, AZ 85255

End of Schedule BI

 <p data-bbox="331 163 686 205"><i>First American Title</i>TM</p>	<p data-bbox="751 115 1312 153">Commitment for Title Insurance</p> <p data-bbox="751 178 776 199">BY</p> <p data-bbox="751 220 1360 258">First American Title Insurance Company</p>
<p data-bbox="131 296 509 354">Schedule BII</p>	

Order No.: **M8065521-099-CO**

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. THE LIABILITIES, OBLIGATIONS AND BURDENS imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power District and Agricultural Improvement Districts.
4. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
5. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

2016

ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
6. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within the following:

Grayhawk Community Association
7. LIABILITIES AND OBLIGATIONS imposed by reason of the inclusion of said land within the following:

Venu At Grayhawk Condominium Association
8. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
9. RIGHT OF ENTRY reserved to the State of Arizona and its lessees in connection with the mineral estate and the production of oil and gas as set forth in Arizona Revised Statutes.
10. EASEMENTS as shown on the plat recorded in Book 672 of Maps, page 43.
11. EASEMENTS as shown on the plat recorded in Book 352 of Maps, page 28.
12. EASEMENTS as shown on the plat recorded in Book 416 of Maps, page 13.
13. EASEMENTS as shown on the plat recorded in Book 460 of Maps, page 34.



*First American Title*TM

Commitment for Title Insurance

BY

First American Title Insurance Company

Schedule BII (Continued)

Order No.: **M8065521-099-CO**

14. EASEMENTS as shown on the plat recorded in Book 531 of Maps, page 37.
15. AGREEMENT according to the terms and conditions contained therein:

Purpose Notice of Telecommunication Service and Non-Exclusive Access Agreement
Recorded August 24, 1999
Document No. 99-0795270
(Affects Common Area)
16. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 99-240953
Purpose Drainage, Landscaping and Pedestrian Access
(Affects Common Area)
17. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 2000-735947; and
Rerecorded in Document No. 2003-0828226
Purpose Utilities
(Affects Common Area)
18. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. 95-0300516; and
Rerecorded in Document No. 95-0317218; and First Amendment
Recorded in Document No. 98-0278190; and Tract Declaration
Recorded in Document No. 99-0240948
and as shown on the recorded plat of said subdivision
19. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. 2004-207062; and First Amendment
Recorded in Document No. 2004-210060; and Second Amendment
Recorded in Document No. 2005-344210
20. Rights of tenants in the land, if any, and rights of all parties claiming by, through or under said tenant(s).



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE NOTICES

GOOD FUNDS NOTICE

Arizona Revised Statutes Section 6-843[↓] regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of a cashier's check, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording/ and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N[↓], notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363[↓]. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, constructions, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

RECORDING NOTICE

Pursuant to Arizona Revised Statutes Section 11-480[↓], effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

Print must be ten-point type (pica) or larger.

Margins of at least one-half inch along the left and right sides and one-half inch across the bottom and at least two inches on top for recording and return address information.

Each instrument shall be no larger than 8½ inches in width and 14 inches in length.

LAND DIVISION NOTICE

Notice is hereby given that the company has not made a determination whether or not the proposed transaction is subject to the provisions of Arizona Revised Statutes 33-422[↓] entitled "Land Divisions; Recording; Disclosure Affidavit", and Arizona Revised Statutes 11-809[↓] entitled "Review of Land Divisions; Definitions". The Company assumes no liability with respect to these matters.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give notice that Magnus Title Agency LLC (Magnus Title) is an Arizona Limited Liability Company which is affiliated with and has business relationships with Infinity Title Agency, LLC (Infinity Title/ITA), Millennium Title Agency, LLC (Millennium Title/MTA), Professional Title Agency, LLC (Professional Title/PTA), Metropolitan Title Agency LLC (Metropolitan) to provide title services. Magnus Title also has business relationships with First American Title Insurance Company, Old Republic National Title Insurance Company and Title Resources Guaranty Company, which underwrite the policies issued by Magnus Title. Because of these relationships, this referral may provide Magnus Title with a financial or other benefit. You are not required to use Magnus Title, Infinity Title, Millennium Title, Professional Title, Metropolitan Title, First American Title Insurance Company, Old Republic National Title Insurance Company or Title Resources Guaranty Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing/selling. If you are refinancing, the premium you are charge for your title insurance policy is based upon the loan amount. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

BUYER:

SELLER:
