



NM FORM 6: COMMITMENT FOR TITLE INSURANCE

Issued By OLD REPUBLIC 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 EXTRACONTRACTUAL 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, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida 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 Amount of Insurance 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.

Issued through the Office of:
Old Republic National Title Insurance Company
2600 The American Road SE, Ste 101
Rio Rancho, NM 87124



Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

This page is only a part of a NM Form 6 Commitment for Title Insurance, issued by Old Republic 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “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.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under Section 14-9-1 NMSA 1978, as amended to the Date of Policy, under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge..
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, and title insurance rule 13.14.18.9 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance 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, except as authorized by law.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Old Republic National Title Insurance Company

Issuing Office: 2600 The American Road SE, Ste 101 Rio Rancho, NM 87124

Issuing Office's ALTA® Registry ID:

Loan ID Number: 400223107235532

Commitment Number:

Issuing Office File Number: 3455776-1

Property Address: 449A North Riverside Dr
Espanola, NM 87532

Revision Number:

SCHEDULE A

1. Commitment Date: May 3, 2024 at 7:30 am
2. Policy to be issued:
 - a NM FORM 1 Owner's Policy
Proposed Insured: Kyle Hayes
Proposed Amount of Insurance: \$275,000.00
The estate or interest to be insured: Fee Simple
 - b FORM 2 Loan Policy
Proposed Insured: Mortgage Research Center, LLC dba Veterans United Home Loans, ISAOA/ATIMA
Proposed Amount of Insurance: \$280,912.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Michelle Sparto and Joseph Sparto, wife and husband
5. The land is described as follows:
"Tract A" as shown and delineated on that plat entitled "Five (5) Year Hold Exemption Land Division for Roy G. Lopez and Sharon Masek Lopez" situated within Exception No. 283, Private Claim No. 336 of the Santa Clara Pueblo Grant within Section 2, Township 20 North, Range 8 East, N.M.P.M., Santa Fe County, New Mexico, filed March 26, 2012, as Document No. 1664215, and recorded in Plat Book 743, Page 29, records of Santa Fe County, New Mexico.

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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.
 - a. Record properly executed Warranty Deed from Michelle Sparto and Joseph Sparto, wife and husband, to Kyle Hayes, cite marital status.
 - b. Record properly executed Mortgage from Kyle Hayes, cite marital status to Mortgage Research Center, LLC dba Veterans United Home Loans, ISAOA/ATIMA.
5. Payment of any and all unpaid property taxes.
6. Release of Mortgage executed by Michelle Sparto and Joseph Sparto, wife and husband, to "MERS" Mortgage Electronic Registration Systems, Inc., as nominee for Rocket Mortgage, LLC, dated October 6, 2022, filed October 6, 2022, as Document No. 1998990, records of Santa Fe County, New Mexico.
7. Execution of Owners affidavit as to survey matters, to Old Republic National Title Insurance Company for review and evaluation. Upon examination of the affidavit, additional exceptions and/or requirements may be made. **(Note: This requirement is only applicable, if the proposed insured lender, herein, is requesting deletion of Schedule B, standard exceptions 2 and 3.)**
8. Satisfactory proof that any improvements made upon the subject land within the past 120 days have been paid in full. **(Note: The requirement is only applicable, if the proposed insured, herein, is requesting deletion of Schedule B, standard exception 4.)**

Note: According to the Public Records, there have been no Deeds conveying the subject Property within a period of 24 Months prior to the date of this commitment, except as follows: Document filed October 6, 2022, as Document No. 1998989.

SCHEDULE B, PART II-Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 matter 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 materiel 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 2024, 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 the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. Reservations, conditions, and exceptions contained in Patent from the United States of America.
10. Sewer and refuse assessments for the year 2023 and subsequent years, not yet due and payable.
11. Easement from Delio Martinez and Eloisa M. Martinez to the Village of Espanola, dated March 2, 1964, and recorded on April 12, 1964, in Book 212 at page 323, records of Santa Fe County, New Mexico.
12. Right of Way Easement from Eloisa S. Martinez to Jemez Mountains Electric Cooperative, Inc., dated November 6, 1986, and recorded on April 30, 1987, in Book 580 at page 27, records of Santa Fe County, New Mexico.
13. Easements, notes, overhead utility lines and al other matters as shown on Plat recorded in Plat Book 689 at page 022, records of Santa Fe County, New Mexico
14. Easements, notes, overhead utility lines and al other matters as shown on plat entitled“Five (5) Year Hold Exemption Land Division for Roy G. Lopez and Sharon Masek Lopez”, situated within Exception No, 283, Private Claim No. 336 of the Santa Clara Pueblo Grant within Section 2, Township 20 North, Range 8 East, N.M.P.M., Santa Fe County, New Mexico, filed March 26, 2012, as Document No. 1664215 and recorded in Plat Hook 743, page 29, records of Santa Fe County, New Mexico. records of Santa Fe County, New Mexico.
15. Deviation of fence lines from established property lines, as shown on Improvement Location Report by Clyde R. Vigil, NMPS No. 12658, dated September 12, 2022.

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16. Easement rights if any as to overhead power lines traversing the insured land, as shown on Improvement Location Report by Clyde R. Vigil, NMPS No. 12658, dated September 12, 2022.

FOR A HYPER-LINK TO A COPY OF THE DOCUMENTS EXCEPTED ABOVE, PLEASE SEE THE ADDENDUM ATTACHED HERETO.

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.

ADDENDUM

LINKS TO SUPPORTING DOCUMENTS

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