



TitleFact
a land title & escrow company

T. W. Stivers (1918-2001)

Richard B. Stivers

R. Todd Blass

163 Fourth Avenue North

P.O. Box 486

Twin Falls, Idaho 83303

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July 12, 2016

U.S. DEPARTMENT OF VETERANS AFFAIRS
Real Property Service (003C1E)

MICHAEL R. HAYES

MICHAEL.HAYES6@VA.GOV

RE: Our Order No. **68235**
SECRETARY OF VETERANS AFFAIRS
SHIRLEY E. LOVE

We are hereby transmitting 1st amended Old Republic National Title Insurance Corporation Commitment along with our anticipated title fees in connection with the above-referenced order. Please let me know if you would like copies of the commitment, or any documents referenced in the commitment, delivered or emailed to you.

If you have any questions regarding the commitment, or if you need any additional information at this time, please contact me by email at rlapatra@titlefact.com.

We appreciate your business and look forward to working with you on this transaction.

Sincerely yours,

Rhonda LaPatra
Assistant Title Officer

rl
Encl.

TitleFact

Commitment for Title Insurance



Issued by Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida 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 six (6) months 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, Old Republic National 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.

Continued on back page

Issued through the Office of

TITLE FACT, INC.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

Authorized Officer or Agent

By

President

Attest

Secretary



1ST AMENDED

COMMITMENT FOR TITLE INSURANCE
BY

TITLE FACT, INC.

163 Fourth Avenue North (83301)

P.O. Box 486 – Twin Falls, Idaho 83303-0486
Phone (208) 733-3821 ... Fax (208) 733-3878

PREPARED FOR:
U.S. DEPARTMENT of VETERANS AFFAIRS
Real Property Service (003C1E)

AT THE REQUEST OF:

Michael R. Hayes
Michael.hayes6@va.gov

TITLE EXAMINER:
LILA ORTON

ORDER NO. 68235

SCHEDULE A

CASE NO. 68235

1. Commitment Date: **June 30, 2016**

2. Policy (or Policies) to be issued:

- a. EXTENDED coverage Owner's Policy (Rev. 9-28-91) Policy Amount **\$53,000.00**
Proposed Insured:
**UNITED STATES OF AMERICA, acting by and through the SECRETARY OF
VETERANS AFFAIRS**

- b. Extended coverage Loan Policy (Rev. 6-17-06) Policy Amount **\$-0-**
Endorsements: **NONE**
Proposed Insured:
NONE

3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by:

SHIRLEY E. LOVE, an unmarried woman

4. The land referred to in the Commitment is described as follows:

SEE ATTACHED LEGAL DESCRIPTION

LEGAL DESCRIPTION

Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho

Section 31: A parcel of land located in the N $\frac{1}{2}$ SE $\frac{1}{4}$ being more particularly described as follows:

COMMENCING at the East quarter corner of Section 31 from which the Southeast corner of Section 31 lies South 00°06'55" East 2649.00 feet, said East quarter corner being the TRUE POINT OF BEGINNING;

THENCE South 00°06'55" East along the East boundary of the SE $\frac{1}{4}$ of Section 31 for a distance of 110.00 feet;

THENCE South 83°36'30" West for a distance of 1601.94 feet;

THENCE North 00°14'54" West for a distance of 304.41 feet to the North boundary of the SE $\frac{1}{4}$ of Section 31;

THENCE South 89°25'19" East along the North boundary of the SE $\frac{1}{4}$ of Section 31 for a distance of 1593.16 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 20 foot wide irrigation pipeline easement for the use of, maintenance of, and access to a buried pipeline and irrigation risers, said easement being centered on the following described line:

COMENCING at the East quarter corner of Section 31;

THENCE North 89°25'19" West along the North boundary of the SE $\frac{1}{4}$ for a distance of 896.89 feet;

THENCE South 00°28'11" West for a distance of 219.50 feet to the South boundary of the subject property and being the TRUE POINT OF BEGINNING;

THENCE continuing South 00°28'11" West for a distance of 522.50 feet to the terminus point of said easement.

The sideline boundaries of said easement shall be lengthened or shortened as necessary to intersect the South boundary of the subject property.

SUBJECT TO a 20 foot wide irrigation pipeline easement for the use of, maintenance of, and access to a buried pipeline and irrigation risers, said easement being centered on the following described line:

COMMENCING at the East quarter corner of Section 31;

THENCE North 89°25'19" West along the North boundary of the SE $\frac{1}{4}$ for a distance of 896.89 feet;

THENCE South 00°28'11" West for a distance of 25.00 feet to the South easement boundary of County Road 4150 North and being the TRUE POINT OF BEGINNING;

THENCE continuing South 00°28'11" West for a distance of 194.75 feet to the South boundary of the subject property and being the terminus point of said easement.

The sideline boundaries of said easement shall be lengthened or shortened as necessary to intersect the South boundary of the subject property and the South easement boundary of County Road 4150 North.

AND SUBJECT TO a 20 foot wide irrigation pipeline easement for the use of, maintenance of, and access to irrigation facilities, said easement being the South 20 feet of the North 45 feet of the subject property and the West 25 feet of the East 50 feet of the subject property.

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

NOTE: Document(s) will require a properly executed acknowledgement for Idaho.

1. Warranty Deed from **SHIRLEY E. LOVE, an unmarried woman**, conveying fee simple title to **UNITED STATES OF AMERICA, acting by and through the SECRETARY OF VETERANS AFFAIRS.**

NOTE: We will require a certified copy of the Corporate Resolution authorizing purchase and setting forth the names of corporate officers authorized to execute documents on behalf of Corporation.

- d. Provide to TitleFact, Inc., a completed acceptable **SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY** executed by **SHIRLEY E. LOVE**, prior to recording the above required documents.
- e. You must tell us in writing the name 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.
- f. **PARTIAL** Satisfaction of Mortgage given by Shirley E. Love, an unmarried woman, to The Bank of Commerce dated February 8, 2013, recorded February 15, 2013, as Instrument No. 2013-003506, records of Twin Falls County, Idaho.
- g. **PARTIAL** Release of property described in Schedule A hereof from the un-recorded Land Lease dated January 31, 2014 by and between Shirley Love, Lessor, and Seneca Foods Corporation, Lessee.
- h. Release of liens in favor of the State of Idaho that might be disclosed by any notice filed with the Office of the Secretary of State of Idaho against the vested owner or prior owner or against the purchaser of the land described herein. NOTE: A search of the records of the Idaho Secretary of State and of Twin Falls County records, as of the effective date of this Commitment, reveals no filings in name of vestee or proposed insured, other than those shown herein, if any.

The taxes for 2015, including special assessments collected therewith, were assessed on Parcel No. RP09S15E317205 in the amount of \$2,168.46 and are paid in full.
(assessed as bare ground – covers additional property)

* NOTE: Because of the provisions of the Idaho Homestead law (Chapter 10, Title 55, I.C.), the company will require:

- (a) the personal execution and acknowledgement of any deed, deed of Trust, mortgage or power of attorney to convey or encumber the homestead by the vested owner and spouse, if any, or in the alternative
- (b) an affidavit, signed by the vested owner and spouse which states that the land described herein is not their principal residence, or the land is not claimed as homestead property, or their principal residence is:
(and if applicable, the vested owner is not married)

SCHEDULE B - SECTION II

Schedule B of 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. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. 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.
6. Taxes for the year 2016, including supplemental taxes collected therewith, if assessed, not yet due or payable; and any assessed taxes for all subsequent years.
7. Easement for public highway granted by Jake M. Shank and Grace A. Shank, husband and wife, to the Buhl Highway District in the County of Twin Falls, State of Idaho, dated April 27, 1921, recorded as Instrument No. 130977 in Book 59 of Deeds, page 38, records of Twin Falls County, Idaho.
8. Easement for public highway granted by Jacob M. Shank and Grace A. Shank, husband and wife, to the Buhl Highway District in the County of Twin Falls, State of Idaho, dated April 27, 1921, recorded as Instrument No. 130978 in Book 59 of Deeds, page 39, records of Twin Falls County, Idaho.
9. Matters disclosed by ALTA/ACSM Land Title Survey prepared for U.S. Department of Veteran's Affairs by All Points Land Surveying dated June 7, 2016, as Job No. 16-032LT:
 - 1) Fiber optic cable route
 - 2) Spillway from riser to concrete ditch
 - 3) Field approach
 - 4) Dirt berm
 - 5) Buried pipe
 - 6) Irrigation riser
 - 7) Concrete ditch
 - 8) Gate valve
 - 9) Pivot stop
 - 10) Pond
 - 11) Pipe in concrete ditch
 - 12) Buried pipe into riser
 - 13) Buried corrugated metal pipe culvert
10. Easements created in Warranty Deed from Shirley E. Love, an unmarried woman, to United States of America, acting by and through the Secretary of Veterans Affairs, recorded _____, as Instrument No. _____, records of Twin Falls County, Idaho.

NOTE: Exceptions numbered 1 through 4 will not appear in an *Extended* coverage policy to be issued hereunder; however, pursuant to Regulation 25 of the Department of Insurance, *we cannot delete Paragraph No. 4 of Schedule B, Section 2* hereof until we have reviewed and approved the following: 1) Lien releases for all labor and/or materials provided to the project up to the time of recording the deed of trust or mortgage to be insured; and 2) Indemnity Bond and Subordination Agreement to be executed by the general contractor and/or record owner.

ATTENTION: Pursuant to the State of Idaho insurance regulations, a cancellation fee will be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date of the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

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 and Stipulations.
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 Stipulations 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/>.



**OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY
PRIVACY POLICY NOTICE**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic information about you from the following sources:

- Information we received from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

- Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

PRELIMINARY FEES



TitleFact
a land title & escrow company

OLD REPUBLIC
NATIONAL TITLE INSURANCE COMPANY



TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303
Phone: (208) 733-3821

DATE: JULY 12, 2016

PREPARED BY: RHONDA LAPATRA

TO U.S. Department of Veterans Affairs
Real Property Service
Attention: Michael R. Hayes
Via Email: Michael.hayes6@va.gov

CUSTOMER NAME	TITLEFACT CASE NO.
UNITED STATES OF AMERICA, acting by and through the SECRETARY OF VETERANS AFFAIRS	68235

DESCRIPTION	OTHER CHARGES	TITLE INSURANCE
EXTENDED coverage Owner's Policy: \$53,000.00		662.00
Closing Fee:	300.00	
County Recording Fees: \$10 first page; \$3 per page thereafter E-Recording Fee per document: \$5.00		
NOTE: Fees are predicated upon proposed policies and amounts as shown on the commitment and are subject to change in accordance with final closing details.		
	\$300.00	\$ 662.00
TOTAL DUE:		\$ 962.00

Legal: Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho
Section 31: A parcel of land located in the N½SE¼

Thank you for your business!