

COMMITMENT

SCHEDULE A

Commitment No.:

File No.:

Premium: \$

1. Effective Date: at 7:00 a.m.

2. Policy or policies to be issued:

Amount of Insurance

(a)
Proposed Insured:

\$

(b)
Proposed Insured:

\$

(c)
Proposed Insured:

\$

SAMPLE

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

4. Title to the above estate or interest in said land is at the effective date hereof vested in:

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

SCHEDULE B-1 CONTINUED

**SCHEDULE B-1
(REQUIREMENTS)**

File No.:

Commitment No:

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Payment of taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
4. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:

a. []

5.

[]

SAMPLE

COMMITMENT

SCHEDULE B-2 (EXCEPTIONS)

File No.:

Commitment No.:

Schedule B of the policy or policies to be issued will contain the exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

Note: "General exceptions 1, 2, 3, 4, 5, 6 and/or part of 7, 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. General 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 loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee." The 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 Arbitration Association. Nothing Herein prohibits the arbitration of all arbitrable matters when agreed to by both the Company and the insured."

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. Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments, or other entities, to lands comprising the shores or bottoms of navigable streams, lakes or land beyond the line of the harbor or bulkhead lines established or changed by the United States Government.
7. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
8. Taxes or assessments which are not shown as existing liens by the public record.
9. Taxes for the year , and thereafter.
10. 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.

SCHEDULE B CONTINUED

SCHEDULE B-2 CONTINUED

11. [\[Additional Exceptions\]](#)

SAMPLE