

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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 hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

CONDITIONS AND STIPULATIONS

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 acquires 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 the 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. 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.

Lawyers Title Insurance Corporation

By:

Janet A. Alpert

President

Attest:

[Signature]

Secretary



**LAWYERS TITLE
INSURANCE CORPORATION**

**NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA**

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

1. **EFFECTIVE DATE:** November 19, 1996 at 8:00 a.m. **CASE NO.** 963294SD

2. **POLICY OR POLICIES TO BE ISSUED:**

(a)

AMOUNT \$ 158,000.00

x ALTA OWNER'S POLICY 10-21-87 (Rev. 10-17-92)

PROPOSED INSURED:

The Regents of the University of New Mexico

AMOUNT \$

(b) ALTA LOAN POLICY 10-21-87 (Rev. 10-17-92)

PROPOSED INSURED:

AMOUNT \$

(c)

PROPOSED INSURED:

3. **TITLE TO THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

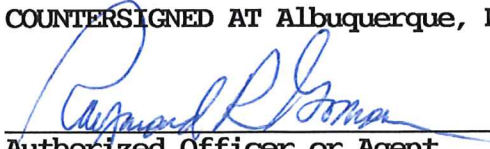
Angelo Dellario and Julia C. Dellario, husband and wife

4. **THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

Lot numbered One (1) in Block numbered Twenty-three (23) of the **COUNTRY CLUB ADDITION**, First Extension North, to the City of Albuquerque, New Mexico, as the same is shown and designated on the Map of said Addition, filed in the office of the County Clerk of Bernalillo County, New Mexico on May 16, 1938, in Volume C, folio 188, less and excepting therefrom the West Fifteen (15) feet of Lot One (1).

COUNTERSIGNED AT Albuquerque, New Mexico

Case Number 963294SD sy
Schedule A-Page 1


Authorized Officer or Agent
Form No. 91-88 (SCH. A) NM 6 (10/85)
035-1-088-0001/7

This commitment is invalid unless
the insuring Provisions and
Schedules A and B are attached

LAWYERS TITLE
INSURANCE CORPORATION

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B--SECTION 1

Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and fully filed for record to-wit:

1. Warranty Deed from Angelo Dellario and Julia C. Dellario, husband and wife, to The Regents of the University of New Mexico.

Item (c) Payment of any and all taxes now due and payable up to and including taxes for the year 1996, plus any penalties and interest.

Item (d) Payment and Release of the following:

1. Mortgage dated February 3, 1994 in favor of Prime Mortgage Investments, executed by Nick Aposlolou, an unmarried man, securing note in the amount of \$28,000.00, recorded February 7, 1994 in Book 94-5, page 454 as Document No. 94-17668; assigned to John and Jane G. Polinko, Co-Trustees of the John and Jane G. Polinko Family Trust under Agreement dated August 31, 1988 by Assignment of Mortgage recorded in Book 94-5, page 461, records Bernalillo County, New Mexico.
2. Mortgage dated August 12, 1996 in favor of Weyerhaeuser Mortgage Company, executed by Angelo Dellario and Julia C. Dellario, husband and wife, securing note in the amount of \$108,000.00, recorded August 23, 1996 in Book 96-23, page 1904 as Document No. 96-94031, records Bernalillo County, New Mexico.

This commitment is invalid unless
the Insuring Provisions and
Schedules A and B are attached.

Case Number 963294SD
Schedule B-Section 1-Page 1
Form No. 91-88 (B-1) NM 6 (10/85)
ALTA Commitment to Insure 1971

LAWYERS TITLE
INSURANCE CORPORATION

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE B--SECTION 2

Exceptions

II. Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of the satisfaction of the Company.

GENERAL EXCEPTIONS:

1. Rights or claims of parties 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.
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 1997, 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.

SPECIFIC EXCEPTIONS: (SEE EXHIBIT "B" ATTACHED)

General Exceptions 1, 2, 3 and/or 4 may be deleted from any policy upon compliance with all provisions of the applicable regulations, upon payment of all additional premiums required by the applicable regulations, 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 Policy if the name 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 a trustee.

Case Number 963294SD

LAWYERS TITLE
INSURANCE CORPORATION

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

EXCEPTIONS EXHIBIT "B"

11. Restrictive Covenants affecting the insured premises, but omitting any such covenant or restriction based on race, color, religion or national origin, recorded in Book 187, page 295, records Bernalillo County, New Mexico.
12. Utility Easement reserved along the rear lot line of the insured premises, as set forth in Warranty Deed, recorded in Book 187, page 295, records Bernalillo County, New Mexico.

This commitment is invalid unless
the Insuring Provisions and
Schedules A and B are attached.

Case Number 963294SD
Schedule B Section 2 Page 1
Form No. 91-88 (B-2) 035-1-088-0001/7

Dellacio

SURVEYOR'S INSPECTION REPORT

THIS IS TO CERTIFY,

TO TITLE CO.: Albuquerque Title Co., Inc.

TO UNDERWRITER: _____

TO LENDER: Competitive Financial

that on August 16th, 1996, I made an inspection of the premises situated at Albuquerque
Bernalillo County, New Mexico, briefly described as 1721 Sigma Chi Road, N.E.

PLAT REFERENCE: Bearings, distances and/or curve data are taken from the following plat: Lot numbered One (1) in
Block numbered Twenty-Three (23) of the COUNTRY CLUB ADDITION, FIRST EXTENSION NORTH, to the
City of Albuquerque, New Mexico, as the same is shown and designated on the Map of said
Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on May 16,
1938, less and excepting therefrom the West Fifteen (15) feet of Lot One (1).

NOTE: The error of closure is one foot of error for every none feet along the perimeter of legal description provided.
Easements shown hereon are as listed in Title Commitment No. 143982 DS provided by Title Company.

I FURTHER CERTIFY as to the existence of the following at the time of my inspection:

- 1). Evidence of rights of way, old highways or abandoned roads, lanes, trails, or driveways, sewer, drains, water, gas, or oil pipe lines on or crossing said premises: none
- 2). Springs, streams, rivers, ponds or lakes located, bordering on or through said premises: none
- 3). Evidence of cemeteries or family burial grounds located on said premises: none
- 4). Overhead utility poles, anchors, pedestals, wires or lines overhanging or crossing said premises and serving other properties: none
- 5). Joint driveways or walkways, joint garages, party walls or rights of support, steps, or roofs in common or joint garages: see sketch
- 6). Apparent encroachments. If the building, projections or cornices thereof, or signs affixed thereto, fences or other indications of occupancy appear to encroach upon or overhang adjoining property, or the like appear to encroach upon or overhang inspected premises, specify all such: a wall encroaches upon the R/W of Sigma Chi Rd., see sketch

It is hereby certified that the above described property is not located within a 100 year flood hazard boundary in accordance with current HUD Federal Administration flood hazard boundary maps dated October 14, 1983. Zone "C"

Community Panel No. 350002 00 29

DOUG SMITH SURVEYING, INC.
2121 San Mateo Blvd., N.E.
Albuquerque, New Mexico 87110
(505) 255-5377

SURVEYOR'S INSPECTION REPORT CONT.

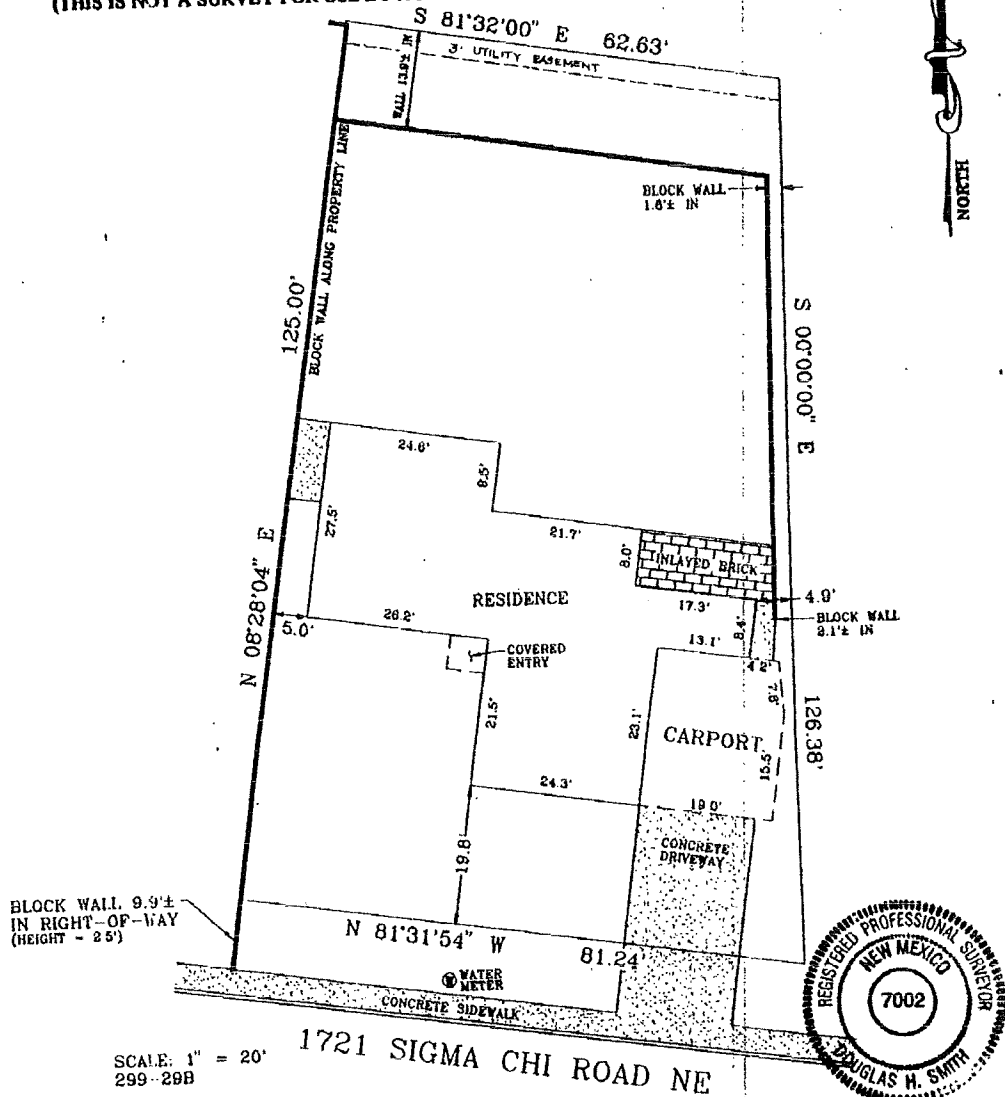
- 7). Specific physical evidence of boundary lines on all sides: curb slash and street curbing basis of inspection report
- 8). Is the property improved? (if structure appears to encroach or appears to violate set back lines, show approximate distance): property is improved, see sketch
- 9). Indications of recent building construction, alterations or repairs: none apparent
- 10). Approximate distance of structure from at least two lines must be shown: see sketch

NOTE: Improvement locations are based on previous property surveys. No monuments were set. This tract is subject to all easements, restrictions and reservations of record which pertain. This report is not to be relied on for the establishment of fences, buildings or other future improvements.

[Signature] N.M.P.S. NO. 7002
SURVEYOR

The above information is based on boundary information taken from a previous survey and may not reflect that which may be disclosed by a boundary survey.

SKETCH:
(THIS IS NOT A BOUNDARY SURVEY)
(THIS IS NOT A SURVEY FOR USE BY A PROPERTY OWNER FOR ANY PURPOSE)



SCALE: 1" = 20'
299-29B

1721 SIGMA CHI ROAD NE

ALTA OWNER'S POLICY

SCHEDULE A

Order No.: 96060180ml

Policy No.: O-9993-1385 6

Date of Policy: June 25, 1996 at 1:47 o'clock P.M.

Amount of Insurance: \$ 135,000.00

1. Name of Insured:

Angelo Dellario and Julia C. Dellario

2. The estate or interest in the land which is covered by this policy is:

Contract Purchaser

3. Title to the estate or interest in the land is vested in:

Angelo Dellario and Julia C. Dellario

4. The land referred to in this policy is described as follows:

Lot numbered One (1) in Block numbered Twenty-three (23) of the Country Club Addition, First Extension North, to the City of Albuquerque, New Mexico, as the same is shown and designated on the Map of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico on May 16, 1938 less and excepting therefrom the West Fifteen (15) feet of Lot One (1).

STEWART TITLE
GUARANTEE COMPANY

ALTA OWNER'S POLICY

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Order No. 96060180ml

Policy No. 0-9993-838906

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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 materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, dower, curtesy, survivorship, or homestead rights, if any, of any spouse of the insured.
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 1996, and thereafter, not yet due or payable.
10. Restrictive Covenants affecting the insured premises, but omitting any such covenant or restriction based on race, color, religion or national origin, as set forth in the Warranty Deed dated May 22, 1942, recorded May 29, 1942, in Book 87 Page 295, records of Bernalillo County, New Mexico.
11. A Utility Easement reserved along the rear three feet (3') of the insured premises as set forth in the Grant of Easement recorded June 10, 1939, in Book 168, Page 47, records of Bernalillo County, New Mexico.
12. Mortgage from Nick Apostolou, an unmarried man, to Herman Frank Metzler, Trustee of the Herman Frank Metzler Revocable Trust, dated February 3, 1994, recorded February 7, 1994, in Book BCR 94-5, Page 449, as Doc. No. 94-17667, securing note in the amount of \$74,500.00, records of Bernalillo County, New Mexico.
13. Mortgage from Nick Apostolou, an unmarried man, to First Mortgage Investment, Inc., dated February 3, 1994, recorded February 7, 1994, in Book BCR 94-5, Page 454, as Doc. No. 94-17668, securing note in the amount of \$28,000.00 assigned to John and June G. Polinko, Co-Trustees of the John and June G. Polinko Family Trust under Agreement dated August 30, 1988, by Assignment of Mortgage recorded February 7, 1994 in Book BCR 94-5, Page 461, as Doc. No. 94-17669, records of Bernalillo County, New Mexico.

Continued on next page
STEWART FIRE
INSURANCE COMPANY

Order No. 96060180ml
Attached to and made a part of Policy No.
O-9993-838536

14. Rights of parties under any unrecorded rental or lease agreements.
15. Terms and Conditions of that certain Real Estate Contract by and between Nick Apostolou, an unmarried man, as Contract Owner, and Angelo Dellario and Julia C. Dellario, husband and wife, as Contract Purchaser, dated June 25, 1996, recorded June 25, 1996, at 1:47 o'clock P.M., as Doc. No. 96070591, records of Bernalillo County, New Mexico.

End of Schedule B