



TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT _____

330 Jost Lane
Rockdale, TX 76567

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☐ is ☒ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
☒ 17 months or ☐ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring		☒	
Carbon Monoxide Det.	☒		
Ceiling Fans	☒		
Cooktop	☒		
Dishwasher	☒		
Disposal	☒		
Emergency Escape Ladder(s)			☒
Exhaust Fans	☒		
Fences	☒		
Fire Detection Equip.	☒		
French Drain			☒
Gas Fixtures	☒		
Natural Gas Lines			☒

Item	Y	N	U
Liquid Propane Gas:		☒	
-LP Community (Captive)		☒	
-LP on Property		☒	
Hot Tub		☒	
Intercom System		☒	
Microwave	☒		
Outdoor Grill			☒
Patio/Decking		☒	
Plumbing System	☒		
Pool		☒	
Pool Equipment		☒	
Pool Maint. Accessories		☒	
Pool Heater		☒	

Item	Y	N	U
Pump: ☐ sump ☐ grinder		☒	
Rain Gutters	☒		
Range/Stove	☒		
Roof/Attic Vents	☒		
Sauna		☒	
Smoke Detector	☒		
Smoke Detector – Hearing Impaired		☒	
Spa		☒	
Trash Compactor		☒	
TV Antenna		☒	
Washer/Dryer Hookup	☒		
Window Screens	☒		
Public Sewer System		☒	

Item	Y	N	U	Additional Information
Central A/C	☒			☒ electric ☐ gas number of units: _____
Evaporative Coolers		☒		number of units: _____
Wall/Window AC Units		☒		number of units: _____
Attic Fan(s)		☒		if yes, describe: _____
Central Heat	☒			☒ electric ☐ gas number of units: _____
Other Heat		☒		if yes, describe: _____
Oven	☒			number of ovens: <u>1</u> ☒ electric ☐ gas ☐ other: _____
Fireplace & Chimney		☒		☐ wood ☐ gas logs ☐ mock ☐ other: _____
Carport		☒		☐ attached ☐ not attached
Garage		☒		☐ attached ☐ not attached
Garage Door Openers		☒		number of units: _____ number of remotes: _____
Satellite Dish & Controls	☒			☒ owned ☐ leased from _____
Security System		☒		☐ owned ☐ leased from _____
Water Heater	☒			☒ electric ☐ gas ☐ other: _____ number of units: _____
Water Softener		☒		☐ owned ☐ leased from _____
Underground Lawn Sprinkler		☒		☐ automatic ☐ manual areas covered: _____
Septic / On-Site Sewer Facility	☒			if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 9-01-11

Initialed by: Seller: AMJ, _____ and Buyer: _____, _____

Page 1 of 5

Concerning the Property at _____

Water supply provided by: ☐ city ☐ well ☐ MUD ☒ co-op ☐ unknown ☐ other: _____

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Composite shingle Age: 7 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

☐ yes ☒ no ☐ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		☒	Floors		☒	Sidewalks	☒	
Ceilings		☒	Foundation / Slab(s)		☒	Walls / Fences		☒
Doors		☒	Interior Walls		☒	Windows		☒
Driveways		☒	Lighting Fixtures		☒	Other Structural Components		☒
Electrical Systems		☒	Plumbing Systems		☒			
Exterior Walls		☒	Roof		☒			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Sidewalk is cracked due to limestone rocks moving

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		☒	Previous Foundation Repairs		☒
Asbestos Components		☒	Previous Roof Repairs		☒
Diseased Trees: ☐ oak wilt ☐ _____		☒	Other Structural Repairs		☒
Endangered Species/Habitat on Property		☒	Radon Gas		☒
Fault Lines		☒	Settling		☒
Hazardous or Toxic Waste		☒	Soil Movement		☒
Improper Drainage		☒	Subsurface Structure or Pits		☒
Intermittent or Weather Springs		☒	Underground Storage Tanks		☒
Landfill		☒	Unplatted Easements		☒
Lead-Based Paint or Lead-Based Pt. Hazards		☒	Unrecorded Easements		☒
Encroachments onto the Property		☒	Urea-formaldehyde Insulation		☒
Improvements encroaching on others' property		☒	Water Penetration		☒
Located in 100-year Floodplain		☒	Wetlands on Property		☒
Located in Floodway		☒	Wood Rot		☒
Present Flood Ins. Coverage (If yes, attach TAR-1414)		☒	Active infestation of termites or other wood destroying insects (WDI)		☒
Previous Flooding into the Structures		☒	Previous treatment for termites or WDI		☒
Previous Flooding onto the Property		☒	Previous termite or WDI damage repaired		☒
Previous Fires		☒	Termite or WDI damage needing repair		☒
Previous Use of Premises for Manufacture of Methamphetamine		☒	Single Blockable Main Drain in Pool/Hot Tub/Spa*		☒

Concerning the Property at 330 Jost Lane
Rockdale, IL 76567

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

- | | | |
|-------------------------------------|-------------------------------------|--|
| <u>Y</u> | <u>N</u> | |
| ☐ | ☒ | Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time. |
| ☐ | ☒ | Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice. |
| ☐ | ☒ | Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____
_____ |
| ☐ | ☒ | Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property. |
| ☒ | ☐ | Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.) |
| ☐ | ☒ | Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property. |
| ☐ | ☒ | Any condition on the Property which materially affects the health or safety of an individual. |
| ☐ | ☒ | Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation). |
| ☐ | ☒ | Any rainwater harvesting system connected to the property's public water supply that is able to be used for indoor potable purposes. |

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): property is part
of Robert L. Jost, Jr Estate. Application to the court will
need to be made before sell. See attached.

(TAR-1406) 9-01-11 Initialed by: Seller: AMJ, _____ and Buyer: _____, _____ Page 3 of 5

Concerning the Property at 330 Jost Lane
Rockdale, IL 76867

Section 6. Seller ☒ has ☐ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☒ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- ☒ Homestead
- ☐ Senior Citizen
- ☐ Disabled
- ☐ Wildlife Management
- ☐ Agricultural
- ☐ Disabled Veteran
- ☐ Other: _____
- ☐ Unknown

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.


Signature of Seller

10-30-12
Date

Printed Name: Amy Michelle Jost

Printed Name: _____

(TAR-1406) 9-01-11 Initialed by: Seller: AMJ and Buyer: _____, _____ Page 4 of 5

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ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

- (4) The following providers currently provide service to the property:

Electric: <u>Bartlett Electric</u>	phone #: <u>254, 527, 3551</u>
Sewer: _____	phone #: _____
Water: <u>SWMW</u>	phone #: <u>512, 446, 2604</u>
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: <u>ATT</u>	phone #: _____
Propane: _____	phone #: _____

- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: <u>[Signature]</u>		Printed Name: _____	

Alamo Title Ins

SCHEDULE A

GF #: M100089

EFFECTIVE DATE OF COMMITMENT: March 12, 2010 at 5:00 pm

PRINT DATE: 03-23-2010

1. POLICY OR POLICIES TO BE ISSUED:

(a) FORM T-1: OWNER POLICY OF TITLE INSURANCE AMOUNT:\$
PROPOSED INSURED:

(b) (TEXAS RESIDENTIAL OWNER POLICY OF TITLE AMOUNT:\$.00
INSURANCE ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
PROPOSED INSURED: TO Be Determined

(c) FORM T-2: MORTGAGEE POLICY OF TITLE INSURANCE AMOUNT:\$
PROPOSED INSURED:
PROPOSED BORROWER:

(d) FORM T-13: MORTGAGEE TITLE POLICY BINDER AMOUNT:\$
ON INTERIM CONSTRUCTION LOAN
PROPOSED INSURED:
PROPOSED BORROWER:

(e) OTHER
PROPOSED INSURED:

2. THE INTEREST IN THE LAND COVERED BY THIS COMMITMENT IS:

Tracts One & Three: Fee Simple Tract Two: Easement Estate

3. RECORD TITLE TO LAND ON EFFECTIVE DATE APPEARS TO BE VESTED IN:

Tracts 1 and 2: Amy Michelle Jost, Individually and as Independent
Administratrix of the Estate of Robert Leland Jost, Jr., deceased;
and Robyn Leann Jost, and Alyson Michelle Jost

Tract 3: Robert Leland Jost, Sr.

4. LEGAL DESCRIPTION OF LAND:

TRACT 1: Being 1.00 acre, more or less, out of the Gabriel Jackson
Survey, A-223, Milam County, Texas, more particularly described by
metes and bounds on Exhibit "A" consisting of 1 page(s) attached
hereto and made a part hereof for all purposes.

TRACT 2: Being 0.311 acre access easement, more or less, out of the
Gabriel Jackson Survey, A-223, Milam County, Texas, more particularly
described by metes and bounds on Exhibit "B" consisting of 1 page(s)
attached hereto and made a part hereof for all purposes.

TRACT 3: Being 102.9237 acres, more or less, out of the Gabriel
Jackson Survey, A-223, Milam County, Texas, more particularly
described by metes and bounds on Exhibit "C" consisting of 1 page(s)
attached hereto and made a part hereof for all purposes. SAVE &
EXCEPT: 1.00 acre and 0.311 acres described in Exhibits A & B
consisting of 1 page each.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

TEXAS COUNTRY TITLE

BY: Michelle Roney

All that certain tract or parcel of land situated in Milam County, Texas, being part of the Gabriel Jackson Survey, Abstract No. 223 and being part of a 102.9237 acre tract as conveyed from the Estate of William J. Jost to Robert Leland Jost Sr. by Last Will and Testament dated December 28, 1992 and being recorded in Volume 137, Page 375 of the Probate Records of said Milam County and being more particularly described by metes and bounds

Commencing at a 60d nail set on the South line of Jost Lane (County Road) for the most westerly Northeast corner of a Moore Family Revocable Trust 191.78 acre tract (813/451), same being the Northwest corner of said original 102.9237 acre tract;

THENCE S71°00'00"E (Deed Bearing) - 133.02 feet with a common line between the South line of said Jost Lane and said original 102.9237 acre tract and an occupied fence line prolongation to a point;

THENCE entering said original 102.9237 acre tract and with a 30 feet wide access easement described below as follows:

S66°08'29"E - 149.11 feet to a point;
S36°40'28"E - 175.97 feet to a point;
S44°09'43"W - 30.39 feet to a point for the PLACE OF BEGINNING and for the Northeast corner of this tract;

THENCE continuing within said original 102.9237 acre tract as follows;

S44°09'43"W - 99.29 feet to an iron pin set for the Southeast corner of this tract;
N71°21'23"W - 225.35 feet to an iron pin set for the Southwest corner of this tract;
N14°48'42"E - 201.17 feet to an iron pin set on the South line of said 30 feet wide easement for the Northwest corner of this tract;

THENCE continuing within said original 102.9237 acre tract and with said 30 feet wide access easement as follows;

S66°08'29"E - 139.95 feet to an iron pin set for an exterior ell corner of this tract;
S36°40'28"E - 172.92 feet to the PLACE OF BEGINNING and containing 1.000 Acre of Land.

All that certain tract or parcel of land situated in Milam County, Texas, being part of the Gabriel Jackson Survey, Abstract No. 223 and being part of a 102.9237 acre tract as conveyed from the Estate of William J. Jost to Robert Leland Jost Sr. by Last Will and Testament dated December 28, 1992 and being recorded in Volume 137, Page 375 of the Probate Records of said Milam County and being more particularly described by metes and bounds

BEGINNING at a 60d nail set on the South line of said Jost Lane for the most westerly Northeast corner of said Moore Trust 191.78 acre tract and for a common Northwest corner of said original 102.9237 acre tract and of this;

THENCE S71°00'00"E - 133.02 feet with a common line between the South line of said Jost lane and said original 102.9237 acre tract and an occupied fence line prolongation to a point for an exterior ell corner of this;

THENCE entering said original 102.9237 acre tract and with the North line of herein described easement as follows:

S66°08'29"E - 149.11 feet to a point for an exterior ell corner of this;

S36°40'28"E - 175.97 feet to a point for the Northeast corner of this;

THENCE S44°09'43"W - 30.39 feet to an iron pin set for the Northeast corner of above described 1.000 acre tract and for the Southeast corner of this;

THENCE with a common line between the North line of said 1.000 acre tract and the South line of herein described easement as follows:

N36°40'28"W - 172.92 feet to an iron pin set for an interior ell corner of this;

N66°08'29"W - 139.95 feet to an iron pin set for the Northwest corner of said 1.000 acre tract and for an interior ell corner of this;

THENCE N71°00'00"W - 132.27 feet with the South line of herein described easement to a point on a common line between said original 102.9237 acre tract and said Moore Trust 191.78 acre tract for the Southwest corner of this;

THENCE N20°00'00"E - 30.01 feet with an occupied common line as fenced between said original 102.9237 acre tract and said Moore Trust 191.78 acre tract to the PLACE OF BEGINNING and containing 0.311 Acre of Land for Ingress and Egress only.

All that certain lot, tract or parcel of land out of the Gabriel Jackson Survey, Abstract #223, said property being more particularly described in Volume 157, page 460 and being out of and a part of the said original Jost Estate tract:

Starting at the N.W. corner of said Original Tract a corner post at cattle guard for the N.W. corner of this; THENCE S 71 deg. E. along North Boundary and present roadway a distance of 2568.71' to a stake in fence line for the N.E. corner; THENCE S. 20 deg. W. along West boundary of said 34.3079 acre tract a distance of 848.50' to a stake and iron pin for the S.W. corner of said tract, being an inside corner of this; THENCE S 71 deg. E. along South boundary of said tract a distance of 1761.29' to a stake in Original fence for N.E. corner; THENCE S 20 deg. W. along Original tract's East boundary a distance of 848.50' to a stake and corner post for the S.E. corner; THENCE N 71 deg. W. along South boundary and present fence a distance of 2199.00' to a stake in center of gulley section for a turn; THENCE approximately N 37 deg. 30" W. meanders along gulley the W. line of 300 acres a distance of 2580.00' to a stake in gulley section; THENCE N 20 deg. E. along West boundary a distance of 255.56' back to place of beginning for an area volume of 4.483.356,3720 square feet or 102.9237 acres of land.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

GF #: M100089

IN ADDITION TO THE EXCLUSIONS AND CONDITIONS AND STIPULATIONS, YOUR POLICY WILL NOT COVER LOSS, COSTS, ATTORNEY'S FEES, AND EXPENSES RESULTING FROM:

- 9
1. ITEM 1 OF SCHEDULE "B" IS HEREBY DELETED IN ITS ENTIRETY.
 2. ANY DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR PROTRUSIONS, OR ANY OVERLAPPING OF IMPROVEMENTS.
 3. HOMESTEAD OR COMMUNITY PROPERTY OR SURVIVORSHIP RIGHTS, IF ANY, OF ANY SPOUSE OF ANY INSURED. (APPLIES TO THE OWNER POLICY ONLY.)
 4. ANY TITLES OR RIGHTS ASSERTED BY ANYONE, INCLUDING, BUT NOT LIMITED TO, PERSONS, THE PUBLIC, CORPORATIONS, GOVERNMENTS OR OTHER ENTITIES,
 - a. TO TIDELANDS, OR LANDS COMPRISING THE SHORES OR BEDS OF NAVIGABLE OR PERENNIAL RIVERS AND STREAMS, LAKES, BAYS, GULFS OR OCEANS, OR
 - b. TO LANDS BEYOND THE LINE OF THE HARBOR OR BULKHEAD LINES AS ESTABLISHED OR CHANGED BY ANY GOVERNMENT, OR
 - c. TO FILLED-IN LANDS, OR ARTIFICIAL ISLANDS, OR
 - d. TO STATUTORY WATER RIGHTS, INCLUDING RIPARIAN RIGHTS, OR
 - e. TO THE AREA EXTENDING FROM THE LINE OF MEAN LOW TIDE TO THE LINE OF VEGETATION, OR THE RIGHTS OF ACCESS TO THAT AREA OR EASEMENT ALONG AND ACROSS THAT AREA. (APPLIES TO THE OWNER POLICY ONLY)
 5. STANDBY FEES, TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR THE YEAR 2010 AND SUBSEQUENT YEARS, AND SUBSEQUENT TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP, BUT NOT THOSE TAXES OR ASSESSMENTS FOR PRIOR YEARS BECAUSE OF AN EXEMPTION GRANTED TO A PREVIOUS OWNER OF THE PROPERTY UNDER SECTION 11.13, TEXAS TAX CODE, OR BECAUSE OF IMPROVEMENTS NOT ASSESSED FOR A PREVIOUS TAX YEAR.
 6. THE TERMS AND CONDITIONS OF THE DOCUMENTS CREATING YOUR INTEREST IN THE LAND.
 7. MATERIALS FURNISHED OR LABOR PERFORMED IN CONNECTION WITH PLANNED CONSTRUCTION BEFORE SIGNING AND DELIVERING THE LIEN DOCUMENT DESCRIBED IN SCHEDULE A, IF THE LAND IS PART OF THE HOMESTEAD OF THE OWNER. (APPLIES TO THE MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN ONLY, AND MAY BE DELETED IF SATISFACTORY EVIDENCE IS FURNISHED TO US BEFORE A BINDER IS ISSUED.)
 8. LIENS AND LEASES THAT AFFECT THE TITLE TO THE LAND, BUT THAT ARE SUBORDINATE TO THE LIEN OF THE INSURED MORTGAGE. (APPLIES TO MORTGAGEE POLICY ONLY.)
 9. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.)
 - a. Any and all liens recognized or created at closing. (OTP only)

-- continued --

CONTINUATION OF SCHEDULE B

- b. Easements, or claims of easements, which are not recorded in the public records, together with any visible and/or apparent roads, roadways, or similar matters.
- c. Any portion of the land described herein within the limits or boundaries of any public or private roadway and/or highway.
- d. Rights of parties in possession. (OTP only)
- e. The Tax Certificate issued by the Taxing Authorities is issued on Real Property Only. It does not include taxes on the mineral estate and/or personal property, therefore, no liability is assumed hereunder for the payment of said taxes on the mineral estate and/or personal property.
- f. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- g. 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.
- h. Easement dated April 14, 1921 executed by G.H. Henke et ux to W.F. Jost, recorded in Volume 157, Page 490, Deed Records of Milam County, Texas.
- i. Easement dated January 17, 1995 executed by Robert L. Jost to Bartlett Electric Coop., recorded in Volume 726, Page 708, Official Records of Milam County, Texas.
- j. Easement described in Deed dated January 5, 2004 executed by Robert Leland Jost, Sr. and Susan Ann Jost to Robert Leland Jost, Jr. and Amy Michelle Jost, recorded in Volume 935, Page 722, and corrected in Volume 953, Page 771, Official Records of Milam County, Texas.
- k. Easement dated November 5, 2004 executed by Robert Leland Jost, Jr., et ux to Southwest Milam Water Supply Corporation, recorded in Volume 967, Page 83, Official Records of Milam County, Texas.
- l. Service power line, as shown on survey dated October 25, 2004 and revised on May 12, 2005 prepared by W.L. Ferguson, RPLS No. 2547, under Job No. S03-97.
- m. Septic system, as shown on survey dated October 25, 2004 and revised on May 12, 2005 prepared by W.L. Ferguson, RPLS No. 2547, under Job No. S03-97.
- n. The property described in Schedule A of this policy shall not

-- continued --

CONTINUATION OF SCHEDULE B

include any manufactured home located on the property, which manufactured home is expressly excluded from the coverage of said policy.

o. Easement dated May 16, 2005 executed by Amy M. Jost to Bartlett Electric Cooperative, Inc., recorded in Volume 1013, Page 124, Official Records of Milam County, Texas.

p. Easement described in Court Order dated May 13, 1980, Cause Number 16,795, Recorded in Volume 962, Page 853, Official Records of Milam County, Texas.

SCHEDULE C

GF#: M100089

YOUR POLICY WILL NOT COVER YOU AGAINST LOSS, COSTS, ATTORNEYS FEES, AND EXPENSES RESULTING FROM THE FOLLOWING REQUIREMENTS THAT WILL APPEAR AS EXCEPTIONS IN SCHEDULE B OF THE POLICY, UNLESS YOU DISPOSE OF THESE MATTERS TO OUR SATISFACTION, BEFORE THE DATE OF THE POLICY IS ISSUED:

1.DOCUMENTS CREATING YOUR TITLE OR INTEREST MUST BE APPROVED BY US AND MUST BE SIGNED, NOTARTIZED AND FILED FOR RECORD.

2.SATISFACTORY EVIDENCE MUST BE PROVIDED THAT:

- NO PERSON OCCUPYING THE LAND CLAIMS ANY INTEREST IN THAT LAND AGAINST THE PERSONS NAMED IN PARAGRAPH 3 OF SCHEDULE A,
- ALL STANDBY FEES, TAXES AND ASSESSMENTS AND CHARGES AGAINST THE PROPERTY HAVE BEEN PAID,
- ALL IMPROVEMENTS OR REPAIRS TO THE PROPERTY ARE COMPLETED & ACCEPTED BY THE OWNER, AND THAT ALL CONTRACTORS, SUBCONTRACTORS, LABORERS AND SUPPLIERS HAVE BEEN FULLY PAID, AND THAT NO MECHANIC'S, LABORER'S OR MATERIALMEN'S LIENS HAVE ATTACHED TO THE PROPERTY.
- THERE IS LEGAL RIGHT OF ACCESS TO AND FROM THE LAND.
- (ON A MORTGAGEE POLICY ONLY) RESTRICTIONS HAVE NOT BEEN AND WILL

NOT BE VIOLATED THAT AFFECT THE VALIDITY AND PRIORITY OF THE INSURED MORTGAGE.

3.YOU MUST PAY THE SELLER OR BORROWER THE AGREED AMOUNT FOR YOUR PROPERTY OR INTEREST.

4.ANY DEFECT, LIEN OR OTHER MATTER THAT MAY AFFECT TITLE TO THE LAND OR INTEREST INSURED, THAT ARISES OR IS FILED AFTER THE EFFECTIVE DATE OF THIS COMMITMENT.

a. Company must be furnished with a properly executed Waiver of Inspection, executed by the Purchaser(s).

b. Company must be furnished with a properly executed Affidavit as to Debts and Liens executed by seller(s)/borrower(s).

c. The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and desire a deletion of the arbitration provision, a

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form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your loan closing instructions.

d. Company requires that any loan closing instructions issued by any lender in this transaction be submitted to Company at least twenty-four (24) hours prior to closing. Company reserves the right to make additional requirements and/or exceptions upon receipt and review of said closing instructions.

e. Procedural Rule P-27 of the Texas Department of Insurance requires that "good funds" be received and deposited before a title agent may disburse from its trust fund account. "Good funds" is defined as: (i) cash or wire transfers; (ii) certified funds, including certified checks and cashiers checks; (iii) uncertified funds in amounts less than \$1,500.00, including checks, travelers checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (iv) uncertified funds in amounts of \$1,500.00 or more, drafts, and any other item when collected by the financial institution. Company has adopted a policy that uncertified funds, in the aggregate, may not exceed the sum of \$500.00.

f. Company requires this file to be updated twenty-four (24) hours prior to closing.

g. At closing, Company must be provided with a photo identification of all parties executing documents.

h. If the pending transaction is a residential refinance, Borrower is notified, in accordance with Procedural Rule P-2(b), that an Affidavit in Lieu of an Updated Survey may be substituted for a new survey IF SAID EXISTING SURVEY MEETS THE COMPANY'S UNDERWRITING GUIDELINES. Company should be promptly provided with a legible (preferably blue line) copy of such existing survey for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey.

i. If the lender (if any) herein is requiring the additional coverage provided by Endorsements T-17 and/or T-19, Company requires that an acceptable survey be provided at least 24 hours prior to closing. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of this survey.

j. NOTE: You must collect an additional \$5.00 fee for each Owner's or Mortgagee's Policy to be issued as required by the Texas Title Insurance Guaranty Association for Policy Guaranty Fee. This fee should be collected on a separate HUD line item and remitted by SEPARATE check to Texas Country Title. (Not applicable to Interim Construction Binders)

k. Company is to be reimbursed for tax certificate fees at closing or

-- continued --

UPON CANCELLATION OF FILE.

1. Company must be furnished with copies of the settlement statements executed in this transaction.
- m. NOTE FOR INFORMATIONAL PURPOSES ONLY The following is the most current vesting deed(s) of record: Correction Warranty Deed, dated August 25, 2004, executed by Robert Leland Jost, Sr. and Susan Ann Jost to Robert Leland Jost, Jr. and Amy Michelle Jost, recorded in Volume 953, Page 771, Official Records of Milam County, Texas. (Tract 1 and Tract 2)
- n. NOTE FOR INFORMATIONAL PURPOSES ONLY The following is the most current vesting deed(s) of record: Warranty Deed, dated April 7, 1921, executed by G.H. Henke and wife, Louise Henke to W.F. Jost, recorded in Volume 157, Page 460, Deed Records of Milam County, Texas. (Tract 3)
- o. Provide proof of payment of all taxes due on subject property up to and including the year 2009.
- p. Deed of Trust dated May 27, 2005 executed by Robert Leland Jost, Jr. and Amy Michelle Jost to R.J. Daniel, Trustee, recorded in Volume 976, Page 080, Official Records of Milam County, Texas, securing Cornerstone Mortgage Company in the payment of a note of even date therewith in the principal sum of \$120,005.00, due and payable and bearing interest as therein provided. (Tract 1 and Tract 2)
- q. The proposed transaction involves 1 additional chain(s) of title as defined in Rate Rule R-9, and requires an additional premium charge equal to the minimum policy basic premium rate for each additional chain of title. (Tract 3)
- r. Title is vested as shown in Schedule A. Company is unable to determine of record the marital status of owner at the time of acquisition of title. Company requires written evidence of the marital status of owner. Upon receipt of same, Company reserves the right to make additional requirements and/or exceptions. If the record owner is married, Company requires the joinder of the owner's spouse in any conveyance or encumbrance of said property. (Tract 3)
- s. Company requires satisfactory evidence that W.A. Jost and William A. Jost are one and the same person.
- t. Robyn Leann Jost, an heir or devisee of Robert Leland Jost, Jr., is a minor. The pending sale of the property requires the opening of a guardianship proceeding on behalf of said heir or devisee in the Probate Court of Milam County, Texas. Company requires:
1. Certified copies (which are to be filed in the Official Records of Milam County, Texas) of the Application to Sell, Order of Sale, Report of Sale and Decree Confirming Sale; and

-- continued --

2. A properly executed Guardian's Deed conveying the interest of the Ward.

Company reserves the right to make additional requirements and/or exceptions.

u. Alyson Michelle Jost, an heir or devisee of Robert Leland Jost, Jr., is a minor. The pending sale of the property requires the opening of a guardianship proceeding on behalf of said heir or devisee in the Probate Court of Milam County, Texas. Company requires:

1. Certified copies (which are to be filed in the Official Records of Milam County, Texas) of the Application to Sell, Order of Sale, Report of Sale and Decree Confirming Sale; and

2. A properly executed Guardian's Deed conveying the interest of the Ward.

Company reserves the right to make additional requirements and/or exceptions.

v. There does not appear to be a means of access to the land by a dedicated public street, road or highway, nor does there appear to be a private access easement. Unless access to the land is established by recorded instruments or it can be shown that access to the land does, in fact, exist by public street or road, access to the land will not be insured and an appropriate exception will be made.

SCHEDULE D

GF #: M100089

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated of Alamo Title Insurance.

Officers:

Raymond R. Quirk	President
John A. Wunderlich	Exec. VP
Alan L. Stinson	CFO
Patrick G. Farenga	VP/Treasurer
Todd C. Johnson	Secretary/Sr. VP

Directors:

William P. Foley, II
Raymond R. Quirk
Christopher Abbinante
Alan L. Stinson
Roger S. Jewkes
Erika Meinhardt
John A. Wunderlich

Alamo Title Holding Company owns 100% of Alamo Title Insurance, and Fidelity National Financial, Inc. owns 100% of Alamo Title Holding Company.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

TEXAS COUNTRY TITLE CO. dba TEXAS COUNTRY TITLE is wholly owned by Mark M. Humble.

The Officers of TEXAS COUNTRY TITLE CO. are:

Mark M. Humble, President
Lori Towery, Secretary
Rebecca Goeke, Treasurer

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owners Policy	.00
Mortgagee Policy	.00
Endorsement Charges	
Total	

-----CONTINUATION-----

GF #: M100089

SCHEDULE D CONTINUATION

Of this total amount: 15.00% will be paid to the policy issuing company; 65.00 % will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to the other parties as follows:

AMOUNT (OR %)	TO WHOM	FOR SERVICES
=====	=====	=====
20%	Michelle Lehmkuhl	Closing

*The estimated premium is based upon information furnished to us as to the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance.

1.000 acre.

Commencing at a 60d nail set on the South line of Jost Lane (County Road) for the most westerly Northeast corner of a Moore Family Revocable Trust 191.78 acre tract (#13/451), same being the Northwest corner of said original 102.9237 acre tract;

THENCE S71°00'00"E (Deed Bearing) - 133.02 feet with a common line between the South line of said Jost Lane and said original 102.9237 acre tract and an occupied fence line prolongation to a point;

THENCE entering said original 102.9237 acre tract and with a 30 foot wide access easement described below as follows:

S66°08'29"E - 149.11 feet to a point;

S36°40'28"E - 175.97 feet to a point;

S44°09'43"W - 30.39 feet to a point for the PLACE OF BEGINNING and for the Northeast corner of this tract;

THENCE continuing within said original 102.9237 acre tract as follows;

S44°09'43"W - 99.29 feet to an iron pin set for the Southeast corner of this tract;

N71°21'23"W - 225.35 feet to an iron pin set for the Southwest corner of this tract;

N14°48'42"E - 201.17 feet to an iron pin set on the South line of said 30 foot wide easement for the Northwest corner of this tract;

THENCE continuing within said original 102.9237 acre tract and with said 30 foot wide access easement as follows;

S66°08'29"E - 139.95 feet to an iron pin set for an exterior all corner of this tract;

S36°40'28"E - 172.92 feet to the PLACE OF BEGINNING and containing 1.000 Acre of Land.

EXHIBIT A
Page 1 of 1 Pages

20 FEET WIDE - 0.311 ACRE ACCESS EASEMENT

BEGINNING at a 60d nail set on the South line of said Jost Lane for the most westerly Northeast corner of said Moore Trust 191.78 acre tract and for a common Northwest corner of said original 102.9237 acre tract and of this;

THENCE S71°00'00"E - 133.02 feet with a common line between the South line of said Jost Lane and said original 102.9237 acre tract and an occupied fence line prolongation to a point for an exterior all corner of this;

THENCE entering said original 102.9237 acre tract and with the North line of herein described easement as follows:

S66°08'29"E - 149.11 feet to a point for an exterior all corner of this;
S36°40'28"E - 175.97 feet to a point for the Northeast corner of this;

THENCE S44°09'43"W - 30.39 feet to an iron pin set for the Northeast corner of above described 1.000 acre tract and for the Southeast corner of this;

THENCE with a common line between the North line of said 1.000 acre tract and the South line of herein described easement as follows:

N36°40'28"W - 172.92 feet to an iron pin set for an interior all corner of this;
N66°08'29"W - 139.95 feet to an iron pin set for the Northwest corner of said 1.000 acre tract and for an interior all corner of this;

THENCE N71°00'00"W - 131.27 feet with the South line of herein described easement to a point on a common line between said original 102.9237 acre tract and said Moore Trust 191.78 acre tract for the Southwest corner of this;

THENCE N20°00'00"E - 30.01 feet with an occupied common line as fenced between said original 102.9237 acre tract and said Moore Trust 191.78 acre tract to the **PLACE OF BEGINNING** and containing 0.311 Acre of Land for Ingress and Egress only.

EXHIBIT B
Page 1 of 1 Pages

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

AT 8:45 FILED
ON THE 3 DAY OF June
A.D., 20 05

La Verne Soefje
COUNTY CLERK, MILAM COUNTY, TEXAS
BY Jean Pratt DEPUTY

STATE OF TEXAS
COUNTY OF MILAM

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.



La Verne Soefje
County Clerk, Milam County, Texas
VOL. 976 PAGE 80
RECORDED 6-3-05 05:00 R
BY Jean Pratt DEPUTY

VOL. 976 PAGE 103
OFFICIAL RECORDS
MILAM COUNTY, TEXAS

OR976-0103 05-27-2005

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