



**COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A**

Effective Date: November 21, 2016

GF No.: M160600

Commitment No. M160600, issued December 14, 2016, 12:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
PROPOSED INSURED:

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: [REDACTED]
PROPOSED INSURED: Kyle Sakewitz

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: [REDACTED]
PROPOSED INSURED: PrimeLending Mortgage Company, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor in ownership of the indebtedness secured by the insured mortgage, except a successor, who is an obligor under the provisions of Section 12(c) of the conditions and stipulations.

Proposed Borrower: Kyle Sakewitz

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Brett A. Turner and Rosemarie H. Turner

SCHEDULE A
(Continued)

4. Legal description of land:

Being Lot 3, TURKEY CREEK ACRES SUBDIVISION, a subdivision in Williamson County, Texas, as shown on plat of said subdivision of record in Cabinet G, Slide 331, Plat Records of Williamson County, Texas.

Date: December 14, 2016

M. L. Bayer

WFG NATIONAL TITLE INSURANCE COMPANY

BY: *Pat M. S. E.*
President

ATTEST: *W. H. H. H.*
Secretary



SCHEDULE B


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EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below:

 Cabinet G, Slide 331, Plat Records of Williamson County, Texas; and Document No. 9806970, Official Records of Williamson County, Texas.

(Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)

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's 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's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2017, 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. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2017, and subsequent years.")
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 Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

SCHEDULE B

(Continued)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Any and all liens recognized or created at closing. (OTP only)
 - 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. The property described in Schedule A of this policy shall not include any manufactured home located on the property, which manufactured home is expressly excluded from the coverage of said policy.
 - i. Portion of a Sanitary Easement having a radius of one hundred fifty (150) feet as shown on the plat of the subdivision recorded in Cabinet G, Slide 331, Plat Records, Williamson County, Texas
 - j. OSSF Set back and Drainage easement seventy-five (75) feet in width as shown on plat of the subdivision recorded in Cabinet G, Slide 331, Plat Records, Williamson County, Texas.
 - k. Building setback lines as described in Turkey Creek Acres Subdivision Restrictions recorded under Document No 9806970, Official Records of Williamson, Texas.
 - l. Easement dated November 30, 1938 executed by Villa E. Johnson to Texas Power & Light Company, recorded in Volume 296, Page 616, Deed Records of Williamson County, Texas.
 - m. Easement dated May 8, 1945 executed by Villa E. Johnson to Texas Power & Light Company, recorded in Volume 328, Page 630, Deed Records of Williamson County, Texas.

SCHEDULE B

(Continued)

- n. Easement dated July 7, 1965 executed by the City of Thorndale, a Municipal Corporation acting by and through its Mayor, Martin Jenke to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 479, Page 575, Deed Records of Williamson County, Texas.
- o. Easement dated July 28, 1965 executed by W.A. Winterrowd and Margaret Johnson Winterrowd to Brushy Creek Water Control and Improvement District No. 1, recorded in Volume 480, Page 136, Deed Records of Williamson County, Texas.
- p. Easement dated November 18, 1975 executed by Jack C. Winterrowd, Sr. and Shirley L. Winterrowd to Southwest Milam Water Supply Corp., recorded in Volume 626, Page 109, Deed Records of Williamson County, Texas.
- q. Mineral and/or royalty reservation contained in Warranty Deed dated November 21, 1964 executed by Stiles C. Johnson and Anna Johnson to the City of Thorndale, Texas, recorded in Volume 473, Page 461, Deed Records of Williamson County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- r. Oil and Gas Lease dated July 10, 1982, executed by Jack C. Winterrowd, Sr. and Shirley Winterrowd, as Lessor, to Holt Oil and Gas Company, as Lessee, recorded in Volume 848, Page 186, Deed Records of Williamson County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- s. Reservation of all of the interest in the oil, gas and other minerals that are in and under the property and that may be produced from it, together with the right of ingress and egress at all times for mining, drilling, exploring, operating and developing the property for oil, gas and other minerals and removing them from the property as set out in Restrictions recorded under Document No. 9806970 of the Official Records of Williamson County, Texas.
- t. The rights of Lower Brushy Creek Water Control and Improvement District to levy taxes and issue bonds.
- u. The Company shall have no liability for nor responsibility to defend any part of the property described herein against any right, title, interest or claim (valid or invalid) of any character had or asserted by the State of Texas or by any other government or governmental authority or by the public generally in or to any portions of the herein described property that may be within the bed of any stream or water way or any easement along or abutting the same or any filled in portion thereof, artificial island therein, riparian or littoral rights pertaining thereto or any areas affected by changes thereof due to erosion, evulsion or accretion.
- v. Any titles, easements or rights asserted by anyone (including, but not limited to, persons, the public, corporations, governments or other entities) to: (i) lands which are waterward of the most extreme high waterline of a river; (ii) accreted land; (iii) lands brought within the boundaries of the land described on Schedule A by an avulsive movement or which have been formed by accretion to such portion of avulsive property; (iv) lands which have decreased by erosion or avulsive movement or reliction; (v) lands which are, or were, submerged lands; and (vi) lands which are subject to a statutory easement for commerce, navigation and/or fishery.
- w. Any portion of the above described tract that may lie within the 100 year flood plain is subject to regulation governing the use and development of such property as may be promulgated by any governmental entity, federal, state, or city governments as may exist in Williamson County, Texas.

SCHEDULE C

Commitment No.: M160600

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Your Policy will not cover loss, costs, attorney's 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 the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan 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 \$2,000,000.00 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 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

SCHEDULE C

(Continued)

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. Company is to be reimbursed for tax certificate fees at closing or UPON CANCELLATION OF FILE.
- k. Company must be furnished with copies of the settlement statements executed in this transaction.
- l. NOTE: For all files funding on or after April 1, 2016, You must collect an additional \$3.00 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 or CD line item and remitted by SEPARATE check to Texas Country Title. (Not applicable to Interim Construction Binders)
- m. NOTE FOR INFORMATIONAL PURPOSES ONLY The following is the most current vesting deed(s) of record: General Warranty Deed dated July 30, 2009 executed by Loary W. Lashley et al to Brett A. Turner and Rosemarie H. Turner, recorded under Document No. 2009056310, Official Records of Williamson County, Texas.
- n. Provide proof of payment of all taxes due on subject property up to and including the year 2016.
- o. Company requires information as to the marital status of the purchaser. If the purchaser is married, Company requires the joinder of his/her spouse in the execution of the Deed of Trust in this transaction.
- p. Subject property is located in the Lower Brushy Creek Water Control and Improvement District, which has taxing authority. A properly executed Notice to Purchasers must be recorded at closing.

SCHEDULE C
(Continued)

SCHEDULE D

Commitment No.: M160600

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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 of WFG NATIONAL TITLE INSURANCE COMPANY:

DIRECTORS:

Patrick F. Stone
Michael T. Gallaher
Joseph F. Drum, Jr.
Joseph V. McCabe
Cynthia Lee Tucker

OFFICERS:

Patrick F. Stone, CEO and President
Michael T. Gallaher, Exec. VP, CFO and Treasurer
Steven Winkler, Senior VP and Secretary
Joseph V. McCabe, Exec. VP, General Counsel
John Woolridge, Senior VP and Controller
Joseph F. Drum, Jr. III Executive VP
Cynthia Lee Tucker, Exec. VP

Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company.
Williston Holdings LLC owns 100% of the LLC interest in Williston Financial Group LLC.

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:

Owner's Policy	\$
Loan Policy	\$
Total	\$



Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 50% of 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
50% of 85%	Longhorn Title Company	Title Evidence/Exam

*The estimated premium is based upon information furnished to us as of 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 Commissioner of Insurance.

SCHEDULE D
(Continued)

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.