

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**SCHEDULE A**

Effective Date: **May 3, 2018, 5:00 pm**

GF No. 18-86

Commitment No. \_\_\_\_\_, issued **May 8, 2018, 3:00 pm**

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: \_\_\_\_\_  
PROPOSED INSURED: **Marvin Osborne and Charlene Osborne**
  - c. **LOAN POLICY OF TITLE INSURANCE (Form T-2)**  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower: **Marvin Osborne and Charlene Osborne**
  - 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:  
**Troy Scott Nash and Jennifer A. Nash**
4. Legal description of land:  
**See Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.**

**Being the same property described in Deed dated May 8, 2017, executed by Earl Lee Crane and wife, Peggy Crane; Gregory Keith Crane and Teresa Marie Crane Glynn and husband, David Glynn to Troy Scott Nash and wife, Jennifer A. Nash, recorded in Volume 1309, Page 472, Official, Records of Milam County, Texas.**

**NOTE: The Company is prohibited from insuring the area of quantity of land described herein. Any statement in the above legal description of the area of 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.**

Countersigned  
Attorneys of Texas Title, Inc.

By Tassle Garza  
Tassle Garza

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## SCHEDULE B

### 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 (We must either insert specific recording data or delete this exception):~~
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 2018, 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 of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ 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.)
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 (We must insert matters or delete this exception.):
- a. **Rights or claims of parties in possession not recorded in the public records. (Owner's Title Policy Only)**
  - b. **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 minerals interest that are not listed.**
  - c. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land. (Note: Upon receipt of a survey acceptable to company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey)**
  - d. **Oil, Gas and Mineral Lease dated May 21, 1919, executed by F.W.R. Hubert et ux to W. S. Lampkin, recorded in Volume 151, Page 89, Deed Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - e. **Oil and Gas Lease dated February 6, 1924, executed by F.W.R. Hubert et ux to J. W. Kemp, recorded in Volume 10, Page 108, Oil & Gas Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - f. **Oil and Gas Lease dated March 31, 1924, executed by F.W.R. Hubert et ux to J. W. Kemp, recorded in Volume 6, Page 172, Oil & Gas Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - g. **Oil and Gas Lease dated March 22, 1927, executed by F.W.R. Hubert et ux to J. W. Kemp, recorded in Volume 20, Page 319, Oil & Gas Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - h. **Right of Way Easement dated May 18, 1928, executed by F.W.R. Hubert et ux to Lone Star Gas Company, recorded in Volume 188, Page 352, Deed Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - i. **Oil and Gas Lease dated July 25, 1929, executed by F.W.R. Hubert et ux to Anchor Oil Company, recorded in Volume 28, Page 507, Oil & Gas Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - j. **Easement dated January 15, 1936, executed by F.W.R. Hubert et ux to Texas Power & Light Company, recorded in Volume 215, Page 425, Deed Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - k. **Easement and Right of Way dated January 24, 1952, executed by D. F. Robinson et ux to Texas Power & Light Company, recorded in Volume 275, Page 566, Deed Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - l. **Easement for Underground Facilities dated February 21, 1993, executed by Jack L. Crane et ux to Southwestern Bell Telephone Company, recorded in Volume 670, Page 368, Official Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
  - m. **Easement for Equipment Station dated February 21, 1993, executed by Jack L. Crane et ux to Southwestern Bell Telephone Company, recorded in Volume 670, Page 373, Official Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**

- n. **Right of Way Easement dated September 10, 1997, executed by Jack L. Crane to Minerva Water Supply Corporation, recorded in Volume 761, Page 202, Official Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
- o. **The following matters and all rights and privileges related thereto as shown on survey dated February 8, 2018 prepared by Bradley L. Lipscomb RPLS No. 5952 for Triad Surveying, Inc.:**
  - a) **overhead powerline**
  - b) **service powerline**
  - c) **electric meter pole**
  - d) **water meter**
  - e) **fire hydrant**
  - f) **discrepancy between fence and actual property line**

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### ISSUED BY

### *FIRST AMERICAN TITLE INSURANCE COMPANY*

### SCHEDULE C

Your Policy will not cover 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 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.
5. Require all taxes be paid.
6. Require execution of an Affidavit as to Debts and Liens.
7. Require execution of Waiver of Inspection.
8. If Company is to delete the appropriate portion on the standard survey exception and provide a T-19 endorsement, obtain on a form and in a manner acceptable to this Company a survey and field notes from a Registered Public Surveyor showing the following: (a) the location of all improvements and showing the exact location of all building lines in relation to the property lines; (b) easements and/or rights of way dedicated or not, that a physical inspection of the premises might disclose; (c) indicating and labeling all encroachments, or on the face of the survey, "No Encroachments". Any survey required in the current transaction must be submitted to Company at least 48 hours prior to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey.
9. If a Loan Policy contemplated by this commitment is subsequent issued to the proposed lender shown on Schedule A, at the request of the proposed lender, upon the ISSUANCE of the mortgagee policy the insured lender on Schedule A of the mortgage policy will appear as follows: "Name of Proposed Lender, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provision of Section 12 (c) of the Conditions and Stipulations."
10. Title Company must be furnished with any closing package from lender at least 24 hours prior and 48 hours if a Home Equity Loan to closing for review. Company reserves the right to make additional exceptions and/or

requirements upon receipt and review of said closing instructions.

11. All instruments must be created on forms satisfactory to Attorneys of Texas Title, Inc.
12. **PRIOR TO CLOSING THIS FILE MUST BE UPDATED, AT WHICH TIME ADDITIONAL EXCEPTIONS AND/OR REQUIREMENTS MAY BE MADE.**
13. Underwriter requires a copy of unexpired photo identification of all parties executing documents at closing be kept in guarantee file. (i.e. Drivers License, Passport, Governmental ID)
14. Note to all Buyers, Sellers, Borrowers, Lenders and all parties interested in the transaction covered by this Commitment. The following constitutes major changes in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account. The term "Good Funds" is defined as: (1) Cash or wire transfers (2) Certified funds, including certified checks and cashier's checks (3) Uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation (4) Uncertified funds in amounts of \$1,500.00 or more, drafts and any other items when collected by the financial institution
15. Company is to be reimbursed for all out of pocket expenses at closing or UPON CANCELLATION OF FILE.
16. Except in an Exempt Transaction, Company must be furnished with Seller's Social Security Number or Tax Identification Number and all other information necessary to complete IRS Form 1099-S or Certification of No Reporting.
17. Company requires ALL Sellers to provide written authorization and consent to confirm and obtain a WRITTEN payoff for debts, liens or encumbrances. Delay in providing this written authorization and consent can cause a delay in closing of this transaction.
18. Terms, conditions and stipulations of earnest money contract by and between Troy Nash and Jennifer Nash, as Seller(s) and Marvin Osborne and Charlene Osborne, as Buyer(s).
19. The Company requires evidence of the marital history and status of Troy Scott Nash and Jennifer A. Nash. If said person is married the Company requires the joinder of the spouse or an affidavit from the spouse disclaiming the land. At that time, the Company may make additional requirements or exceptions.
20. Company must be furnished with a recordable Warranty Deed from Troy Scott Nash and wife, Jennifer A. Nash vesting title in Marvin Osborne and Charlene Osborne, document must be filed of record in the Official Records of Milam County, Texas.

**NOTE TO CLOSER:** The company is in receipt of a tax statement showing that taxes are being assessed for a manufactured home. The company has been advised that there is currently no manufactured home on the property and will not be insuring a manufactured home. All parties are to satisfy themselves as to the disposition of any manufactured home and/or taxes being assessed for a manufactured home.

**NOTICE:** 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 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 elect 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. **APPLIES TO LOAN POLICY ONLY.**



## COMMITMENT FOR TITLE INSURANCE T-7

### SCHEDULE D

GF No. 18-86

Effective Date: May 3, 2018, 5:00 pm

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 the Title Insurance Company issuing this Commitment  
Underwriter: First American Title Insurance Company, a Nebraska Corporation

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

Directors: Dennis J. Gilmore, Jeffrey S. Robinson Mark E. Seaton, Christopher M. Leavell

Officers: President: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officers: Max O. Valdes

2. Agent: Attorneys of Texas Title Inc.

Shareholder, owner, partner or other person having, owning, or controlling one percent (1%) or more of Title Insurance Agent: Tassie Garza

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent:

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:  
Tassie Garza

If the Title Insurance Agent is a corporation, the following is a list of its officers:  
President/Director/Secretary/Treasurer :Tassie Garza

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 a portion of the premium 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	
Endorsement Charges	\$0.00
Other	\$0.00
Total	

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 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:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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" \*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."