

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

***ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC.***

**SCHEDULE A**

Effective Date: **June 3, 2019, 7:00 am**

GF No. **157-19**

Commitment No. **157-19**, issued **June 11, 2019, 9:00 am** \*\*\*REVISED\*\*\*

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:
  - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - 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:

**Peggy D. Ditto**

4. Legal description of land:

**Being a tract of land located in the Polly Tier Survey, Abstract No. 578, Wood County, Texas, and the L.W. Gilliam Survey, Abstract No. 227, Wood County, Texas, and being (1) all of the remainder of a called 23.469 acre tract conveyed to Donald R. Ditto in a Deed found in Volume 729, Page 233 of the Deed Records of Wood County, Texas; (2) all of a called 1.0 acre tract conveyed to Donald R. Ditto in a Deed found in Volume 729, Page 231 of the Deed Records of Wood County, Texas; (3) all of the remainder of a called 8.38 acre tract conveyed to Donald R. Ditto and wife, Peggy D. Ditto in a Deed found in Volume 906, Page 377 of the Deed Records of Wood County, Texas; (4) all of the remainder of a called 27.844 acre tract conveyed to Donald R. Ditto and wife, Peggy D. Ditto in a Deed found in Volume 711, Page 180 of the Deed Records of Wood County, Texas; (5) part of the remainder of a called 21.075 acre tract conveyed to Donald R. Ditto and wife, Peggy D. Ditto in a Deed found in Volume 906, Page 369 of the Deed Records of Wood County, Texas; (6) all of a called 0.680 acre tract conveyed to Kendon Properties in a Deed found in Volume 772, Page 309 of the Deed Records of Wood County, Texas; and (7) all of a called 1.040 acre**

tract conveyed to Donald R. Ditto in a Deed found in Volume 772, Page 305 of the Deed Records of Wood County, Texas; and containing (1) part of a called 30' wide 3.44 acre Access Easement described in a *Contract of Sale and Purchase* between the Veterans Land Board of Texas and Donald R. Ditto found in Volume 715, Page 833 of the Deed Records of Wood County, Texas; (2) part of a called 30' wide Access Easement conveyed to Teddy Will Clemmons, JR and wife, Sandra Ann Clemmons in a Deed found in Volume 1021, Page 38 of the Deed Records of Wood County, Texas; and (3) part of a called 7191 square feet 30' wide easement (Tract Two) conveyed to Hans V. Hansen and wife, Karen M. Hansen in a Deed found in Volume 2061, Page 677 of the Official Public Records of Wood County, Texas, and being more particularly described as follows:

Beginning at a 5/8" iron pipe found, on the north edge of an asphalt driveway, at the southeast corner of a called 3.279 acre tract conveyed to Terry Mark Ditto and wife, Tyria Ditto in a Deed found in Volume 906, Page 372 of the Deed Records of Wood County, Texas, the same being the southwest corner of the remainder of said 23.469 acre tract and the northeast corner of a 2.4268 acre tract surveyed this March 21, 2014 (containing part of the remainder of said 21.075 acre tract and all of the remainder of a called 3.643 acre tract conveyed to Donald R. Ditto and wife, Peggy D. Ditto in a Deed found in Volume 1230, Page 891 of the Deed Records of Wood County, Texas) and lying in the south line of said Gilliam Survey and north line of said Tier Survey, part of the remainder of said 21.075 acre tract, and said 3.44 acre easement, from which a 1/2" iron pipe found at a northeast corner of part of the remainder of said 21.075 acre tract and northwest corner of said 0.680 acre tract bears North 89°37'56" East a distance of 8.55 feet, and a brick fence corner bears North 60°10'38" West a distance of 6.10 feet;

Thence North 00°43'53" West along the east line of said 3.279 acre tract and west line of the remainder of said 23.469 acre tract for a distance of 448.88 feet to a 60d nail found in the centerline of County Road No. 4570 at the northeast corner of said 3.279 acre tract and the northwest corner of the remainder of said 23.469 acre tract, the same lying in the south line of a 3.0608 acre tract surveyed this March 21, 2014 out of part of the remainder of a called 300 acre tract (First Tract) conveyed to Donald R. Ditto and Peggy D. Ditto in a Deed found in Volume 2045, Page 269 of the Official Public Records of Wood County, Texas, from which a 60d nail found in the centerline of CR 4570, the south line of said 3.0608 acre tract and north line of said 3.279 acre tract bears South 57°08'24" West a distance of 76.19 feet;

Thence North 59°59'12" East along the centerline of CR 4570, the south line of said 3.0608 acre tract and the north line of the remainder of said 23.469 acre tract for a distance of 198.77 feet to a P/K nail set at the beginning of a curve;

Thence in a northeasterly direction, continuing along the centerline of CR 4570, the south line of said 3.0608 acre tract and the north line of the remainder of said 23.469 acre tract, with a curve to the left having Radius = 1832.41 feet, Delta = 03°55'23", Long Chord = North 56°10'48" East 125.44 feet for a distance of 125.47 feet to a 60d nail found at a point of compound curvature;

Thence continuing in a northeasterly direction, along the centerline of CR 4570, the south line of said 3.0608 acre tract and the north line of the remainder of said 23.469 acre tract, with a curve to the left having Radius = 3410.36 feet, Delta = 03°21'12", Long Chord = North 53°32'21" East 199.57 feet for a distance of 199.60 feet to a 60d nail found;

Thence North 53°15'20" East, continuing along the centerline of CR 4570, the south line of said 3.0608 acre tract and the north line of the remainder of said 23.469 acre tract for a distance of 58.64 feet to a 60d nail found at the northwest corner of a called 3.001 acre tract conveyed to Janice Divine in a Deed found in Volume 2206, Page 1 of the Official Public Records of Wood County, Texas, the same being the most northerly northeast corner of the remainder of said 23.469 acre tract, from which a P/K nail set at the most easterly corner of said 3.0608 acre tract, the same lying in the north line of said 3.001 acre tract and in the south line of a called 20.000 acre tract conveyed to Karla Crow in a Deed found in Volume 2076, Page 589 of the Official Public Records of Wood County, Texas bears North 53°10'14" East a distance of 1.79 feet;

Thence South 08°04'12" East along an east line of the remainder of said 23.469 acre tract and the west line of said 3.001 acre tract, and at a distance of 25.02 feet passing a 1/2" iron rod with a cap marked "Cooper" found, then continuing on for a total distance of 334.91 feet to a 1/2" iron rod with a cap marked "Cooper" found at the southwest corner of said 3.001 acre tract and an ell corner of the remainder of said 23.469 acre tract;

Thence South 88°11'34" East along the south line of said 3.001 acre tract and a north line of the remainder of said 23.469 acre tract for a distance of 79.92 feet to a 1/2" iron rod with a cap marked "Cooper" found at the most easterly northeast corner of the remainder of said 23.469 acre tract, the same being the most westerly northwest corner of a called 13.4970 acre tract conveyed to Trey Lee Pace in a Deed known as Instrument No. 201312301 of the Official Public Records of Wood County, Texas;

Thence South 00°52'09" West along a west line of said 13.4970 acre tract and an east line of the remainder

of said 23.469 acre tract for a distance of 429.64 feet to a 3/4" sucker rod found, generally in an overhead power line right-of-way, at the southwest corner of said 13.4970 acre tract and the southeast corner of the remainder of said 23.469 acre tract, the same lying in the north line of said Tier Survey, said 3.44 acre easement, and the remainder of said 27.844 acre tract, and in the south line of said Gilliam Survey, from which the southeast corner of said 1.0 acre tract bears South 89°13'18" West a distance of approximately 183.30 feet;

Thence North 89°20'04" East along the north line of said Tier Survey, the remainder of said 27.844 acre tract, and said 3.44 acre easement and the south line of said Gilliam Survey and said 13.4970 acre tract for a distance of 442.62 feet to a 3/4" iron rod found at the northeast corner of the remainder of said 27.844 acre tract and the northwest corner of the remainder of said 8.38 acre tract;

Thence North 89°29'32" East, continuing along the north line of said Tier Survey and said 3.44 acre easement and the south line of said Gilliam Survey and said 13.4970 acre tract, and along the north line of the remainder of said 8.38 acre tract for a distance of 324.34 feet to a 1/2" iron rod with a cap marked "Rupar" found at the northeast corner of the remainder of said 8.38 acre tract and the northwest corner of a called 0.175 acre tract (Tract Two) conveyed to Glen R. Sheppard and wife, Joyce B. Sheppard in a Deed found in Volume 1011, Page 486 of the Deed Records of Wood County, Texas, from which southwest corner of a 30' wide easement conveyed to Terry Mark Ditto in a *Correction Road Easement* found in Volume 797, Page 153 of the Deed Records of Wood County, Texas and a point in the west line of said Clemmons easement bears South 89°40'28" East a distance of 4.97 feet, the southeast corner of said 13.4970 acre tract, the southwest corner of a called 15.076 acre tract conveyed to Kenneth C. Hill and wife, Kathryn L. Hill in a Deed found in Volume 829, Page 657 of the Deed Records of Wood County, Texas, the northeast corner of said 0.175 acre tract and the northwest corner of a called 1.825 acre tract (First Tract) conveyed to Glen R. Sheppard and wife, Joyce B. Sheppard in a Deed found in Volume 1011, Page 486 of the Deed Records of Wood County, Texas bears South 89°40'28" East a distance of 24.98 feet, the southeast corner of said 30' wide Terry Ditto easement and a point in the east line of said Clemmons easement bears South 89°40'28" East a distance of 30.00 feet, a 40d nail found at the southeast corner of said 15.076 acre tract and southwest corner of the remainder of a called 23.619 acre tract (Tract Two) conveyed to Donald R. Ditto and wife, Peggy D. Ditto in a Deed found in Volume 829, Page 654 of the Deed Records of Wood County, Texas bears South 89°40'28" East a distance of 717.07 feet, a 1/2" iron rod with a cap marked "Cooper" found for witness bears South 89°40'28" East 24.98 feet and North 00°23'51" West 2.45 feet, and a 60d nail found at the centerline intersection of CR 4570 and Private Road No. 8572 at the northeast corner of said 13.4970 acre tract and northwest corner of said 15.076 acre tract bears South 89°40'28" East 24.98 feet and North 00°23'51" West 908.98 feet;

Thence South 00°00'39" West along the west line of said 0.175 acre tract and east line of the remainder of said 8.38 acre tract, and at a distance of approximately 23.33 feet passing the north/west line of said Clemmons easement, then continuing on and at a distance of approximately 107.09 feet passing the south/east line of said Clemmons easement, then continuing on for a total distance of 294.79 feet to a 1/2" iron rod found at the southeast corner of the remainder of said 8.38 acre tract and the southwest corner of said 0.175 acre tract, the same being an angle point in the north line of said Hansen easement, and lying in the north line of a called 7.455 acre tract conveyed to Maria Clemmons and Ricky Bob Clemmons in a Deed found in Volume 2273, Page 109 of the Official Public Records of Wood County, Texas, from which a 1/2" iron rod found at the southeast corner of said 0.175 acre tract and the southwest corner of said 1.825 acre tract, the same lying in the north line of said 7.455 acre tract and said Hansen easement bears North 89°32'45" East 25.75 feet, and a 60d nail found in the south line of said Hansen easement bears South 00°04'29" West a distance of 29.97 feet;

Thence South 89°33'17" West along the most southerly south line of the remainder of said 8.38 acre tract and the most northerly north line of said 7.455 acre tract, and at a distance of 55.13 feet passing the west line of said Hansen easement and the east line of said Clemmons easement, then continuing on for a total distance of 68.27 feet to a P/K nail set in the centerline of PR 8572, at the beginning of a curve, at the most northerly northwest corner of said 7.455 acre tract, the same lying in the east line of the remainder of a called 2.000 acre tract conveyed to Tony E. Blue and wife, Cheri Ann Blue in a Deed found in Volume 1741, Page 704 of the Official Public Records of Wood County, Texas, from which a 30d nail found in the centerline of PR 8572 bears South 08°57'47" West a distance of 14.50 feet, a 60d nail found at the southwest corner of said Hansen easement, and lying in the east line of said Clemmons easement, bears South 86°03'44" East a distance of 12.73 feet, and a 60d nail found at the northwest corner of said Hansen easement, the same lying in the east line of said Clemmons easement, bears North 39°29'37" East a distance of 46.01 feet;

Thence in a northeasterly direction along the centerline of PR 8572, an east line of the remainder of said 2.000 acre tract and the most easterly west line of the remainder of said 8.38 acre tract with a curve to the right having Radius = 378.58 feet, Delta = 11°54'24", Long Chord = North 16°00'06" East 78.53 feet for a distance of 78.67 feet to a P/K nail set;

Thence North 18°08'43" East, continuing along the centerline of PR 8572, an east line of the remainder of said 2.000 acre tract and the most easterly west line of the remainder of said 8.38 acre tract for a distance of 13.70 feet to a 60d nail set to replace a bent 40d nail found at the northeast corner of the remainder of said 2.000 acre tract, the same being an ell corner of the remainder of said 8.38 acre tract;

Thence North 73°08'43" West along the north line of the remainder of said 2.000 acre tract and a south line of the remainder of said 8.38 acre tract, and at a distance of approximately 15.01 feet passing the north/west line of said Clemmons easement, then continuing on for a total distance of 237.56 feet to a 1/2" iron pipe found at the most northerly corner of the remainder of said 2.000 acre tract;

Thence South 38°33'36" West along a north/west line of the remainder of said 2.000 acre tract and a south line of the remainder of said 8.38 acre tract for a distance of 85.26 feet to a point for corner in a pond;

Thence South 39°00'43" West, continuing along a north/west line of the remainder of said 2.000 acre tract and a south line of the remainder of said 8.38 acre tract, and at a distance of 1.66 feet passing the southwest corner of the remainder of said 8.38 acre tract, then continuing on with an east line of the remainder of said 27.844 acre tract for a total distance of 134.86 feet to a 1/2" iron rod with a cap marked "MSM" found, on a pool dam, at the most westerly corner of the remainder of said 2.000 acre tract;

Thence South 09°46'38" East along a west line of the remainder of said 2.000 acre tract and continuing along an east line of the remainder of said 27.844 acre tract for a distance of 142.03 feet to a 1/2" iron rod with a cap marked "MSM" found, at the bottom of a ravine, at the southwest corner of the remainder of said 2.000 acre tract and an ell corner of the remainder of said 27.844 acre tract;

Thence North 89°40'01" East along the most westerly south line of the remainder of said 2.000 acre tract and a north line of the remainder of said 27.844 acre tract for a distance of 60.98 feet to a 1/2" iron rod with a cap marked "MSM" found at the most southerly southeast corner of the remainder of said 2.000 acre tract, the southwest corner of a called 0.442 acre tract conveyed to Matthew S. Blue in a Deed known as Instrument No. 20101154 of the Official Public Records of Wood County, Texas, and the northwest corner of a called 0.241 acre tract conveyed to Matthew Slade Blue in a Deed found in Volume 2309, Page 411 of the Official Public Records of Wood County, Texas, from which a 1/2" iron rod with a cap marked "MSM" found at the northwest corner of said 0.442 acre tract and an ell corner of the remainder of said 2.000 acre tract bears North 00°29'03" East a distance of 75.05 feet, and a 60d nail found in the centerline of PR 8572 at the southeast corner of said 0.442 acre tract and northeast corner of said 0.241 acre tract bears North 89°36'12" East a distance of 260.66 feet;

Thence South 00°52'37" West along an east line of the remainder of said 27.844 acre tract and the west line of said 0.241 acre tract for a distance of 47.41 feet to a 60d nail found at the southwest corner of said 0.241 acre tract and the most southerly northwest corner of said 7.455 acre tract, from which a 1/2" iron rod found in the south line of said 0.241 acre tract bears North 89°04'02" East a distance of 249.94 feet;

Thence South 00°07'46" East along an east line of the remainder of said 27.844 acre tract and the most southerly west line of said 7.455 acre tract for a distance of 549.56 feet to a T-post found at the southeast corner of the remainder of said 27.844 acre tract, the southwest corner of said 7.455 acre tract, the northeast corner of a called 48.863 acre tract conveyed to Michael R. Monk and wife, Shannon E. Monk in a Deed found in Volume 1494, Page 436 of the Official Public Records of Wood County, Texas, and the northwest corner of a called 38.986 acre tract conveyed to Teddy Will Clemmons, JR and wife, Sandra Ann Clemmons in a Deed found in Volume 761, Page 650 of the Deed Records of Wood County, Texas;

Thence South 89°37'55" West along the south line of the remainder of said 27.844 acre tract and the north line of said 48.863 acre tract, and at a distance of approximately 686 feet passing the southwest corner of the remainder of said 27.844 acre tract and the southeast corner of part of the remainder of said 21.075 acre tract (the same being beside a cross-tie fence corner and a disturbed 1" iron rod found lying loosely on the ground), then continuing on, generally along a fence, along the south line of part of the remainder of said 21.075 acre tract for a total distance of 1327.72 feet to a 3/4" iron rod found, beside a fence corner in a creek, at the southwest corner of the remainder of said 21.075 acre tract, the same being the southeast corner of a called 6.296 acre tract (Tract One) conveyed to Timmy M. Whitson in a Deed known as Instrument No. 200895804 of the Official Public Records of Wood County, Texas, and the most southerly corner of a called 6.401 acre tract (Tract Three) also conveyed to Timmy M. Whitson in last aforesaid Deed;

Thence North 04°21'00" West, generally along a fence, along a west line of part of the remainder of said 21.075 acre tract and the east line of said 6.401 acre tract for a distance of 438.30 feet to a 1/2" iron rod found, approximately 1.4 feet west of said fence, at a northwest corner of the remainder of said 21.075 acre tract, the southwest corner of a called 2.00 acre tract conveyed to Brian McCoy and Margaret McCoy in a Deed known as Instrument No. 20137823 of the Official Public Records of Wood County, Texas, and the southwest corner of a called 0.423 acre easement conveyed to Preston D. Ditto and wife, Stephanie A. Ditto in a Deed found in Volume 1012, Page

493 of the Deed Records of Wood County, Texas, from which a 1/2" iron rod found, beside a cross-tie fence corner, at the northeast corner of said 6.401 acre tract and the southeast corner of a called 3.069 acre tract conveyed to Lauren Elizabeth Petty in a Deed known as Instrument No. 201011201 of the Official Public Records of Wood County, Texas, the same lying in the west line of said 0.423 acre easement and said 2.00 acre tract, bears North 04°20'28" West a distance of 180.47 feet;

Thence North 85°45'25" East along the south line of said 2.00 acre tract and a north line of part of the remainder of said 21.075 acre tract, and at a distance of 30.00 feet passing the southeast corner of said 0.423 acre easement, then continuing on for a total distance of 374.74 feet to a 1/2" iron rod found, on a pool dam, at the southeast corner of said 2.00 acre tract;

Thence North 28°22'36" East along an east line of said 2.00 acre tract and a west line of the remainder of said 21.075 acre tract for a distance of 59.03 feet to a point for corner in a pond, the same being an angle point in the south line of said 1.040 acre tract and a northwest corner of part of the remainder of said 21.075 acre tract;

Thence North 46°01'16" West along a south line of said 1.040 acre tract and an east line of said 2.00 acre tract for a distance of 98.90 feet to a 1/2" iron rod found, on the edge of said pond, at the southwest corner of said 1.040 acre tract and the southeast corner of said 0.680 acre tract;

Thence North 66°14'20" West along the south line of said 0.680 acre tract and an east line of said 2.00 acre tract for a distance of 50.11 feet to a 1/2" iron rod found at the southwest corner of said 0.680 acre tract and an ell corner of said 2.00 acre tract;

Thence North 04°34'09" East along an east line of said 2.00 acre tract and a west line of said 0.680 acre tract for a distance of 101.84 feet to a 1/2" iron rod found at the northeast corner of said 2.00 acre tract and the southeast corner of said 2.4268 acre tract and part of the remainder of said 21.075 acre tract, from which a 1/2" iron rod found at the northwest corner of said 2.00 acre tract and the southwest corner of said 2.4268 acre tract bears South 89°51'50" West a distance of 280.39 feet;

Thence North 04°17'50" East along the east line of said 2.4268 acre tract, and gradually departing the west line of said 0.680 acre tract and an east line of part of the remainder of said 21.075 acre tract, and at a distance of 302.13 feet passing the south line of said 3.44 acre easement, then continuing on for a total distance of 332.25 feet to the place of beginning, and containing a total of 37.0850 acres of land, with 0.4047 acres lying in CR 4570, leaving a net acreage of 36.6803 acres.

**PLEASE NOTE:** The Company does not represent that the above acreage or square footage calculations are accurate.



## COMMITMENT FOR TITLE INSURANCE T-7

### ISSUED BY

*ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC.*

### 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):

**DELETED**

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 **2019**, 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. **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.**
  - b. **Any portion of the subject property lying within the boundaries of a public or a private roadway whether dedicated or not.**
  - c. **Visible and apparent easements on or across property herein described.**
  - d. **Rights of Parties in Possession (OTP only).**
  - e. **All easements or rights-of-way owned or held by any lessee, mineral, or royalty owner, on, over or across the said lands for the purpose of producing or transporting any of said minerals together with the right of ingress and egress.**
  - f. **This policy is subject to any and all liens of a general type or nature (i.e. Federal Tax Liens, Abstracts of Judgment, etc.) that may have heretofore or may hereinafter be filed against the Named Insured (OTP only).**
  - g. **Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, natural origin, religion, disabilities, handicap, sex or familiar status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded document and do not publish, state or imply such personal restrictions or covenants are enforceable.**
  - h. **Mineral and/or royalty interest, as described by instrument dated March 6, 1973 and recorded in Vol. 665, Page 20, Deed Records of Wood County, Texas, reference to which instrument is here made for all purposes, together with appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of this interest.**
  - i. **Mineral and/or royalty interest, as described by instrument dated November 18, 1975 and recorded in Vol. 711, Page 180, Deed Records of Wood County, Texas, reference to which instrument is here made for all purposes, together with appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of this interest.**
  - j. **Mineral and/or royalty interest, as described by instrument dated March 6, 1973 and recorded in Vol. 711, Page 183, Deed Records of Wood County, Texas, reference to which instrument is here made for all purposes, together with appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of this interest.**
  - k. **Mineral and/or royalty interest, as described by instrument dated February 24, 1976 and recorded in Vol. 715, Page 830, Deed Records of Wood County, Texas, reference to which instrument is here made for all purposes, together with appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of this interest.**

- l. Mineral and/or royalty interest, as described by instrument dated December 18, 1978 and recorded in Vol. 772, Page 305, Deed Records of Wood County, Texas, reference to which instrument is here made for all purposes, together with appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of this interest.**
- m. Mineral and/or royalty interest, as described by instrument dated December 18, 1978 and recorded in Vol. 772, Page 309, Deed Records of Wood County, Texas, reference to which instrument is here made for all purposes, together with appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of this interest.**
- n. Mineral and/or royalty interest, as described by instrument dated August 10, 1981 and recorded in Vol. 829, Page 654, Deed Records of Wood County, Texas, reference to which instrument is here made for all purposes, together with appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of this interest.**
- o. Mineral and/or royalty interest, as described by instrument dated September 21, 1981 and recorded in Vol. 833, Page 15, Deed Records of Wood County, Texas, reference to which instrument is here made for all purposes, together with appurtenant rights to use the surface of the land. The Company makes no representation as to the present ownership of this interest.**
- p. Terms, conditions and stipulations contained in Oil, Gas or Mineral Lease dated March 27, 1979 and recorded in Vol. 780, Page 647, Deed Records of Wood County, Texas.**
- q. Easement for Right-of-Way granted to Donald R. Ditto and Peggy D. Ditto by Benny Blundell and Sandra Blundell in instrument dated November 18, 1975 and recorded in Volume 711, Page 180 of the Deed Records of Wood County, Texas.**
- r. Easement for Right-of-Way granted to Kenneth H. Hare and Evelyn R. Hare by Benny Blundell and Sandra Blundell in instrument dated November 18, 1975 and recorded in Volume 711, Page 183 of the Deed Records of Wood County, Texas.**
- s. Easement for Right-of-Way granted to Veterans Land Board of Texas by Benny Blundell and Sandra Blundell in instrument dated November 18, 1975 and recorded in Volume 715, Page 830 of the Deed Records of Wood County, Texas.**
- t. Easement for Right-of-Way granted to Teddy Will Clemmons, Jr. and Sandra Ann Clemmons by Don Ditto and Peggy Ditto et al in instrument dated April 10, 1986 and recorded in Volume 1021, Page 38 of the Deed Records of Wood County, Texas.**
- u. Easement for Right-of-Way granted to Sharon Water Supply Corporation by Peggy D. Ditto in instrument dated December 15, 1989 and recorded in Volume 1185, Page 497 of the Deed Records of Wood County, Texas.**
- v. Easement for Right-of-Way granted to Sharon Water Supply Corporation by Don Ditto in instrument dated February 14, 1990 and recorded in Volume 1191, Page 245 of the Deed Records of Wood County, Texas.**
- w. Easement for Right-of-Way granted to Wood County Electric Cooperative, Inc. by Donald R. Ditto in instrument dated December 24, 1990 and recorded in Volume 1228, Page 609 of the Deed Records of Wood County, Texas.**
- x. Easement for Right-of-Way granted to Wood County Electric Cooperative, Inc. by Donald R. Ditto and Peggy D. Ditto in instrument dated May 21, 1992 and recorded in Volume 1294, Page 498 of the Deed Records of Wood County, Texas.**
- y. Easement for Right-of-Way granted to Wood County Electric Cooperative, Inc. by Don Ditto in instrument dated October 3, 2002 and recorded in Volume 1891, Page 599 of the Deed Records of Wood County, Texas.**



- z. Easement for Right-of-Way granted to Hans Hansen and Karen M. Hansen by Donald R. Ditto and Peggy D. Ditto in instrument dated February 22, 2005 and recorded in Volume 2061, Page 677 of the Deed Records of Wood County, Texas.**
- aa. Easement for Right-of-Way granted to Sharon Water Supply Corporation by Donald R. Ditto and Peggy Ditto in instrument dated December 22, 2005 and recorded in Volume 2132, Page 429 of the Deed Records of Wood County, Texas.**
- bb. Location of improvements, easements and utilities as shown by survey plat dated March 1, 2014, prepared by John E. McNutt, Registered Professional Land Surveyor No. 1687.**

## COMMITMENT FOR TITLE INSURANCE T-7

### ISSUED BY

*ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC.*

### 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. **Payment of any and all taxes now due and payable up to and including the year 2018.**
6. **"Rights of parties in possession" shown on Schedule B of this commitment will be deleted from the Owner's Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that they understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.**
7. **Affidavit as to Debts and Liens must be completed and returned to the Title Company, prior to the issuance of the title policy.**
8. **Waiver of Inspection must be executed and returned to the Title Company, prior to issuance of your owner's Title Policy.**
9. **Any lien or liens created in the instruments of conveyance and/or any security instruments will appear as the lien exception in the Owner's Title Policy and as the lien to be insured in Schedule A of the Mortgagee's Title Policy, if one is issued.**
10. **The policy of title insurance to be issued under this Commitment for Title Insurance provides for arbitration which is a common form of alternative dispute resolution. The rules of the Texas Department of Insurance allow you to request that such provision be deleted from the policy at no additional charge to you. Unless you notify us prior to settlement that you wish to have the arbitration provision deleted, it will be in the policy we issue to you. (DOES NOT APPLY TO TEXAS RESIDENTIAL OWNER'S POLICY OR INTERIM CONSTRUCTION BINDER). <MORTGAGEE POLICY ONLY>**

11. **Item 2 on Schedule B will be amended to read "shortages in area" in the Mortgagee's Title Policy if we are furnished a survey prepared by the approved licensed Surveyor who certifies that there are no discrepancies, conflicts in boundary lines or any encroachments, or any overlapping of improvements.**
12. **Upon determination that the proposed insured property is being assessed for tax purposes other than agricultural and upon payment of the premium required for this amendment, Item 3, Schedule B will be amended to read as follows in the Mortgagee's Title Policy: "Taxes for the year 2019 and subsequent years, not yet due and payable," 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.**
13. **The Company will insure that standby fees and taxes for the year 2019 are not yet due and payable, upon the payment of the additional premium required.**
14. **In the event that the ad valorem tax certificates indicate seller/borrower is entitled to exemption(s), seller/borrower to furnish evidence to title examiner that exemption(s) still apply.**
15. **Secure and file for record a Warranty Deed covering the subject property from Peggy D. Ditto, a widow, to TBD for cash consideration.**
16. **The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.**

Countersigned

Tri-County Title, LLC

By 

**COMMITMENT FOR TITLE INSURANCE T-7**

**SCHEDULE D**

GF No. 157-19

Effective Date: **June 3, 2019, 7:00 am**

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 **THE FOLLOWING INDIVIDUALS ARE DIRECTORS AND/OR OFFICERS, AS INDICATED, OF ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC., as of December 31, 2018:**

|   |  |
|---|--|
| * * <b>Robert J. Grubb, President and Chief Executive officer</b> | * * <b>Victor Masaya</b>                       |
| * * <b>Bruce Williamson</b>                                       | * * <b>Wyatt Miller</b>                        |
| * * <b>James O. Hutcheson</b>                                     | * * <b>Aviva Schneider</b>                     |
| * * <b>Dawn Enoch Moore</b>                                       | * * <b>Robert Scott Hendrickson, Treasurer</b> |
|   | * * <b>Phyllis J. Mulder, Secretary</b>        |

\* Indicates Director

**Presidio Investors ATC Holdco, LLC, owns 100% of the stock of Alliant National Title Insurance Company, Inc., and Presidio Investors ATC, LP owns ten percent or more of Presidio Investors ATC Holdco, LLC.**

2. **The following disclosures are made by Tri-County Title, LLC, Title Insurance Agent, a limited liability company, the title agent issuing this commitment:**

- a. **A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of Tri-County Title, LLC are as follows:**

**Jan M. Crow**

- b. **A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Tri-County Title, LLC are as follows:**

**Jan M. Crow**

- 2.
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      | <u>\$0.00</u> |
| Loan Policy         | <u>\$0.00</u> |
| Endorsement Charges | <u>\$0.00</u> |
| Other               | <u>\$0.00</u> |
| Total               | <u>\$0.00</u> |

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> |
|---------------|----------------|---------------------|

Continuation of Schedule D

GF No. 157-19

" \*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."



## COMMITMENT FOR TITLE INSURANCE (Form T-7)

### TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 877-788-9800 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
  
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

## DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). 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. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

*ALLIANT NATIONAL TITLE INSURANCE COMPANY, INC.*

| Premium Amount | Rate Rules | Property Type | County Code     | Liability at Reissue Rate | 6 | 7 | 8 |
|----------------|------------|---------------|-----------------|---------------------------|---|---|---|
| 1              | 2          | 3             | 4<br><b>499</b> | 5                         | 6 | 7 | 8 |