

TEXAG Real Estate Services, Inc.  
404 W. 9<sup>th</sup> Street, Suite 201  
Georgetown, Texas 78626  
Phone: 512-943-4539  
Fax: 512-930-5348  
[www.texag.com](http://www.texag.com)



**BROKER:**

Larry D. Kokel – Cell 512-924-5717  
[info@texag.com](mailto:info@texag.com)

**PROPERTY FOR SALE:  
119.567 ACRES MILAM COUNTY, TEXAS  
1333 CR 414  
BUCKHOLTS, TEXAS**

**LOCATION:**

Tract is located north of Thorndale and south of Buckholts being east of FM 3061 and south of FM 487. Property is on east side of CR 414 at 1333 CR 414 Buckholts, Texas. Land is 7.6 miles north of Thorndale, 11.4 miles northwest of Rockdale, ±10 miles south of Buckholts or ±6.7 miles east of Davilla. Property is 1.2 miles south of FM 487 along CR 414 or east 2.8 miles along CR 414 from intersection of FM 3061.

**LEGAL:**

119.567 acres part of Josiah Blackman Survey, A-105, being a part of David Pevehouse Survey, A-287, part of David Robertson Survey, A49, all of Tract 1 & 2 from Rosena Cecilia Abel to J.D. Acord in Milam County, Texas.

**FRONTAGE:**

± 908 feet along east side of CR 414 in Milam County, Texas.

**IMPROVEMENTS:**

±2,062 SF one story house built around 1961 with 400 SF carport and a 285 SF front porch. House has pier and beam foundation of wood frame construction with asphalt shingle roof and vinyl siding. South of dwelling has 30'x 40' SF metal building shop on concrete slab with two 12' overhead doors and entry door with restroom, water pipe repair needed. Each side of shop has 20' covered overhang for parking. Portable 18'x28' covered carport south of shop to be removed. South of homestead is a 30x60 sheet metal pole livestock shed enclosed on three sides with adjacent livestock pens. Improvements are sold "As-Is" with no condition or warranty expressed or implied by Sellers or TexAg.

**UTILITIES:**

Water: Southwest Milam WSC – Water meter serves house and provides livestock water.

**SCHOOL DISTRICT:**

Rockdale ISD

**TAXES:**

Currently under Agriculture Use 1-D-1 taxation (PID #11359).

Assessed Value \$145,420 (Assessed Value: \$12,220 Ag/Land; \$5,500 Homestead; \$127,700 Improvements)

Annual Taxes ± \$964.83 year (with exemptions)

Market Value 2021 \$785,320

**Future rollback taxes responsibility of Buyer. Estimated roll-back if conducted in 2022 is ± \$32,595 (subject to Buyer verification with taxing entities).**

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The information contained herein is from sources deemed reliable by the broker, but not guaranteed. All offerings are subject to errors, omission, prior sale, change or withdrawal without notice. In accordance with the rules promulgated by the Texas Real Estate License Act (TRELA), you are notified that the information "About Brokerage Services" form is provided herein. TexAg Real Estate Services, Inc. represents the Sellers of this property. This property is offered for sale without regard to race, color, creed, familial status, national origin, religion or handicap status.

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**MINERALS:**

Sellers to convey all minerals owned. Prior mineral reservations of record (see attached Deed). Vol 238 Page 355 contains 1/16<sup>th</sup> non-participating royalty interest of oil, gas & other mineral reservation dated April 13, 1943. This mineral interest was quit claimed to United States of America (Secretary of Interior) Vol 82 Page 551 Tract II (±75 Acres). Vol 479 Page 45 dated May 18, 1982 has ½ of all oil, gas & other minerals reserved in Tract I (±90 Acres) and ½ remaining oil, gas & other minerals under Tract II (±75 Acres) subject to prior reservation in Vol 238 Page 355 of a 1/16 non-participating royalty.

**LEASE:**

None

**FLOOD PLAIN:**

FEMA 100-year floodplain map is not available for Milam County. Acreage along southwesterly part of property has drainage area subject to periodic flooding per soils map.

**COMMENTS:**

The tract offers ± 908 feet along east side of CR 414. About 7.6 miles north of Thorndale or 11.4 miles northwest of Rockdale. Property has perimeter barb fencing with cross fencing into four pastures. Land has mix of elm and post oaks near homesite and along creek. Land is mostly open coastal and native pasture with scattered mesquite. Two stock ponds offer livestock water and recreational potential. Area has whitetail deer.

**PRICE: \$1,200,000 (\$10,036 /Acre)**

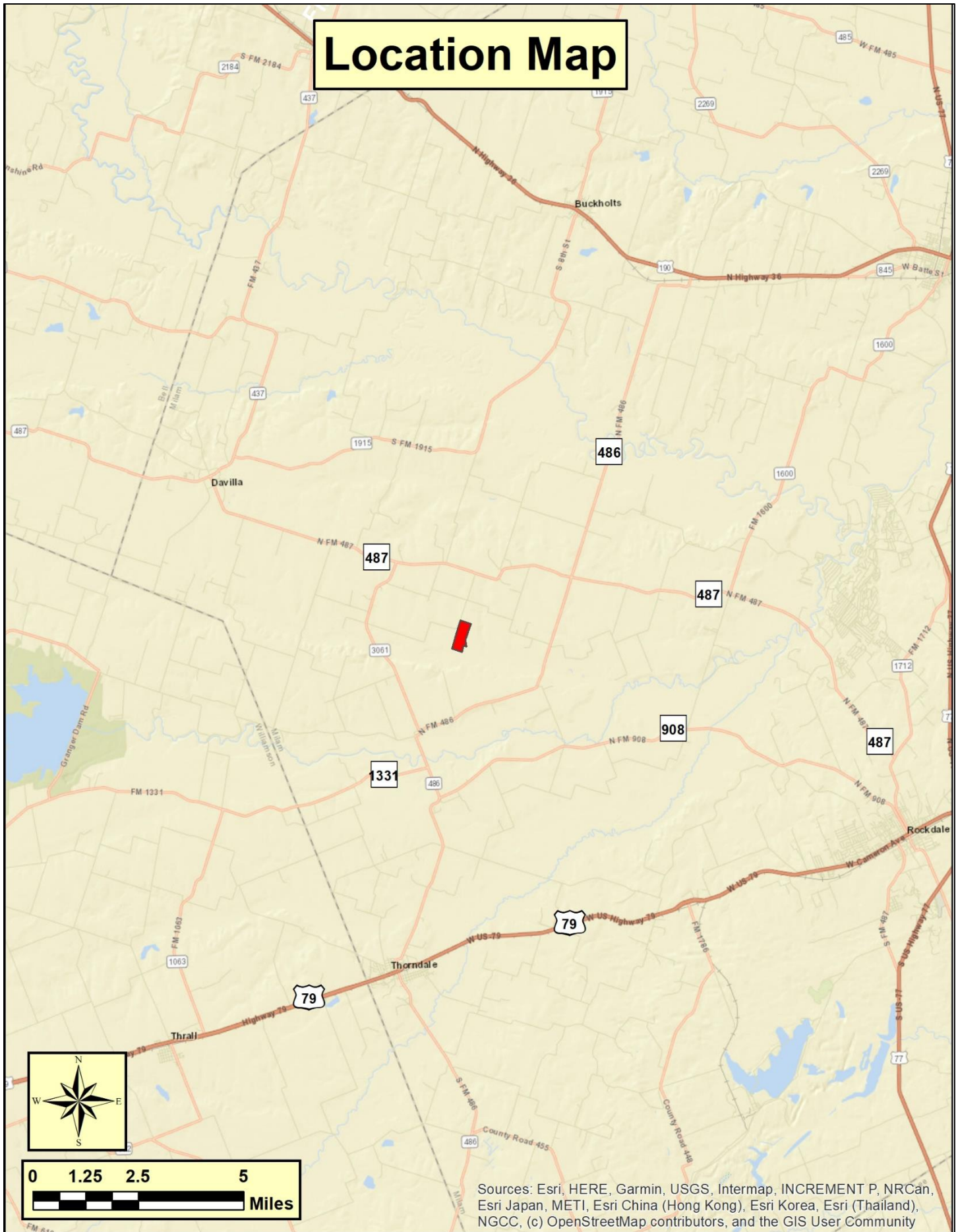
**COMMISSION: 3% to Buyer's Broker provided Broker is identified by prospective Buyer at first showing.  
Commission to be earned and paid with acceptable contract at closing and funding.**

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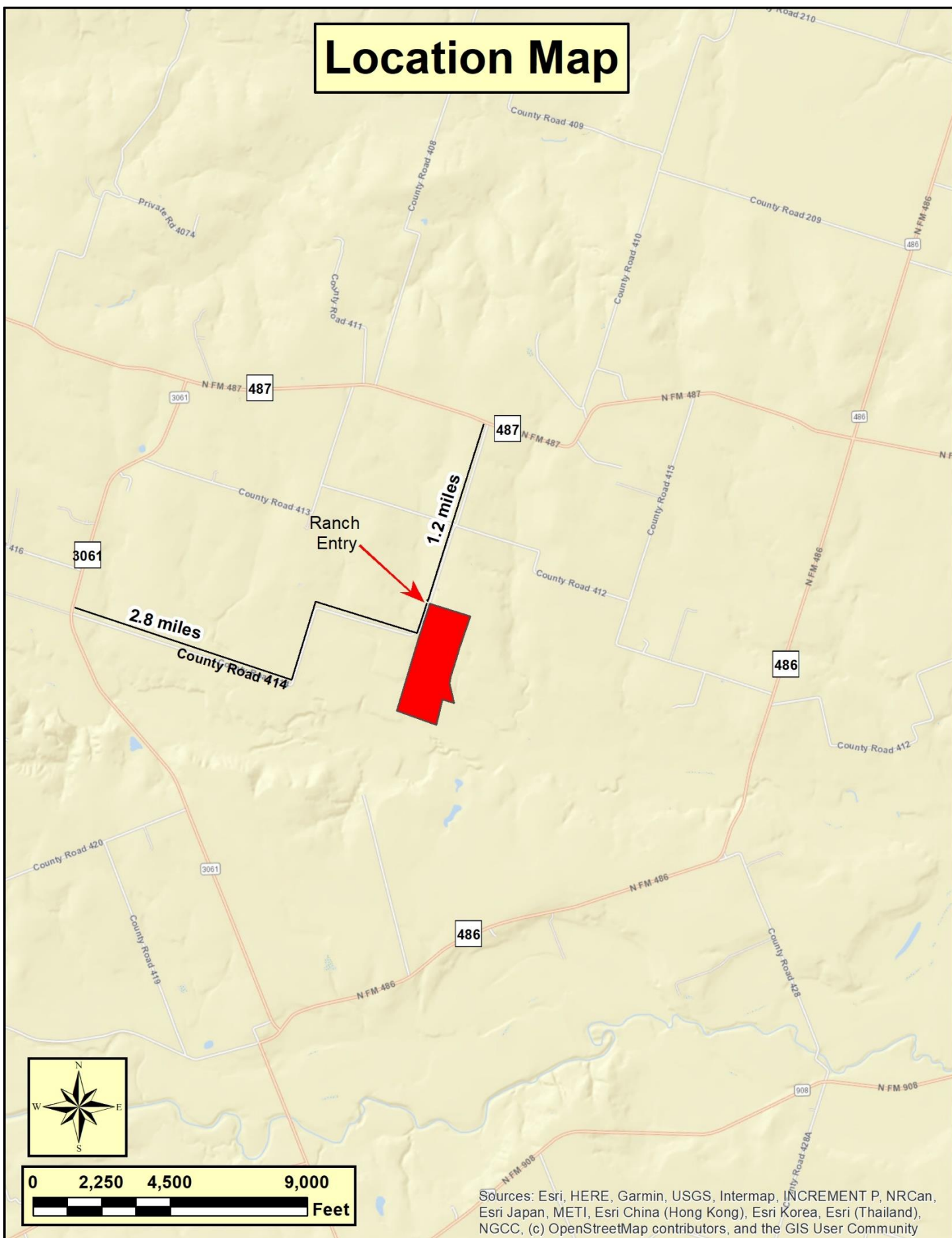
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# Location Map





# Location Map



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



# Aerial Map

Co Rd 412

Gate Entry  
to Property

Co Rd 414

Alligator Crk



0 500 1,000 2,000 Feet

Date of Imagery 2020



# Aerial Map

30' wide  
Access Easement  
Vol. 1316, Pg. 171

Co Rd 414

52.589 Ac.  
Out Sale  
Vol. 1316, Pg. 171

Alligator Crk

Co Rd A22

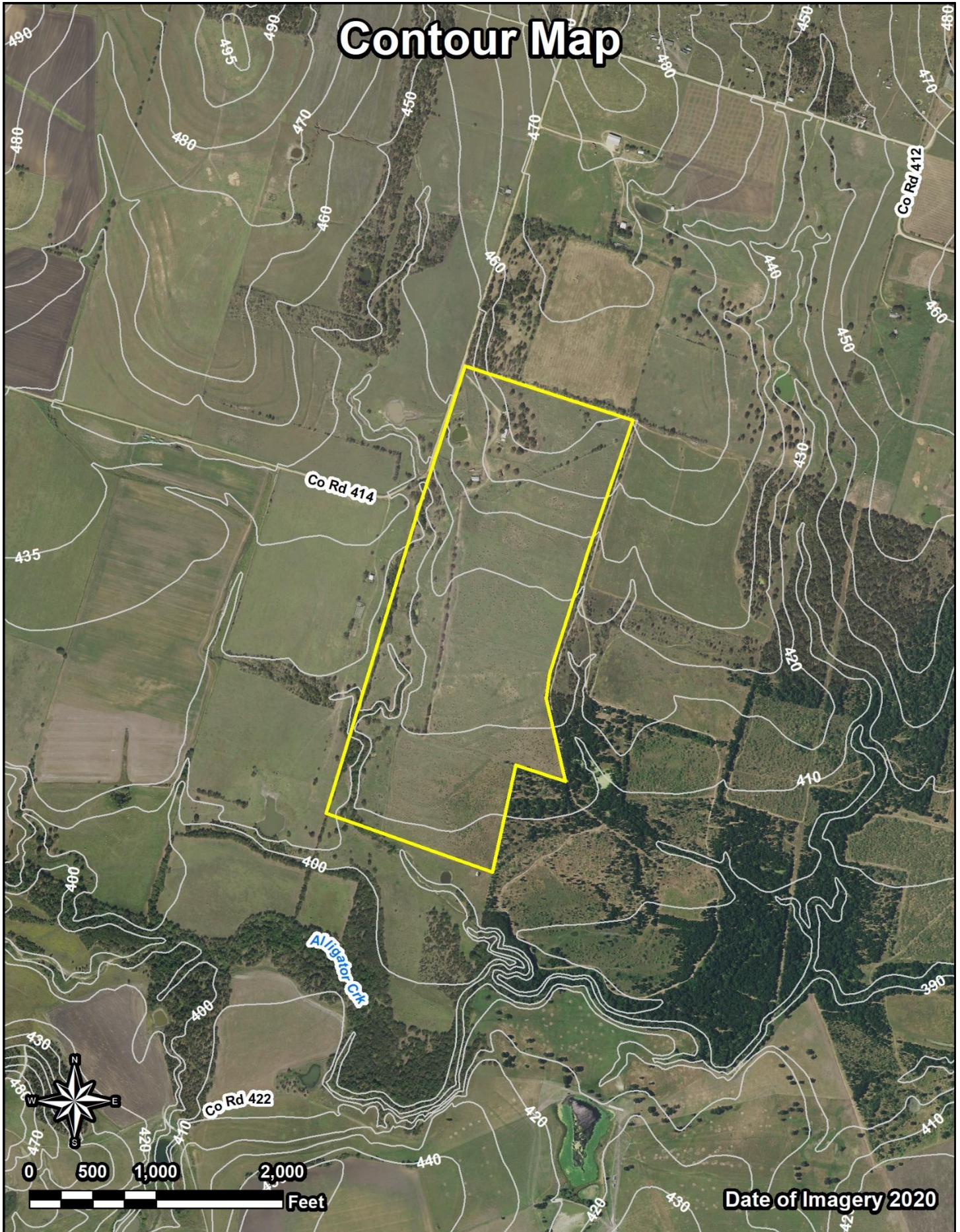


0 500 1,000 2,000  
Feet

Date of Imagery 2020

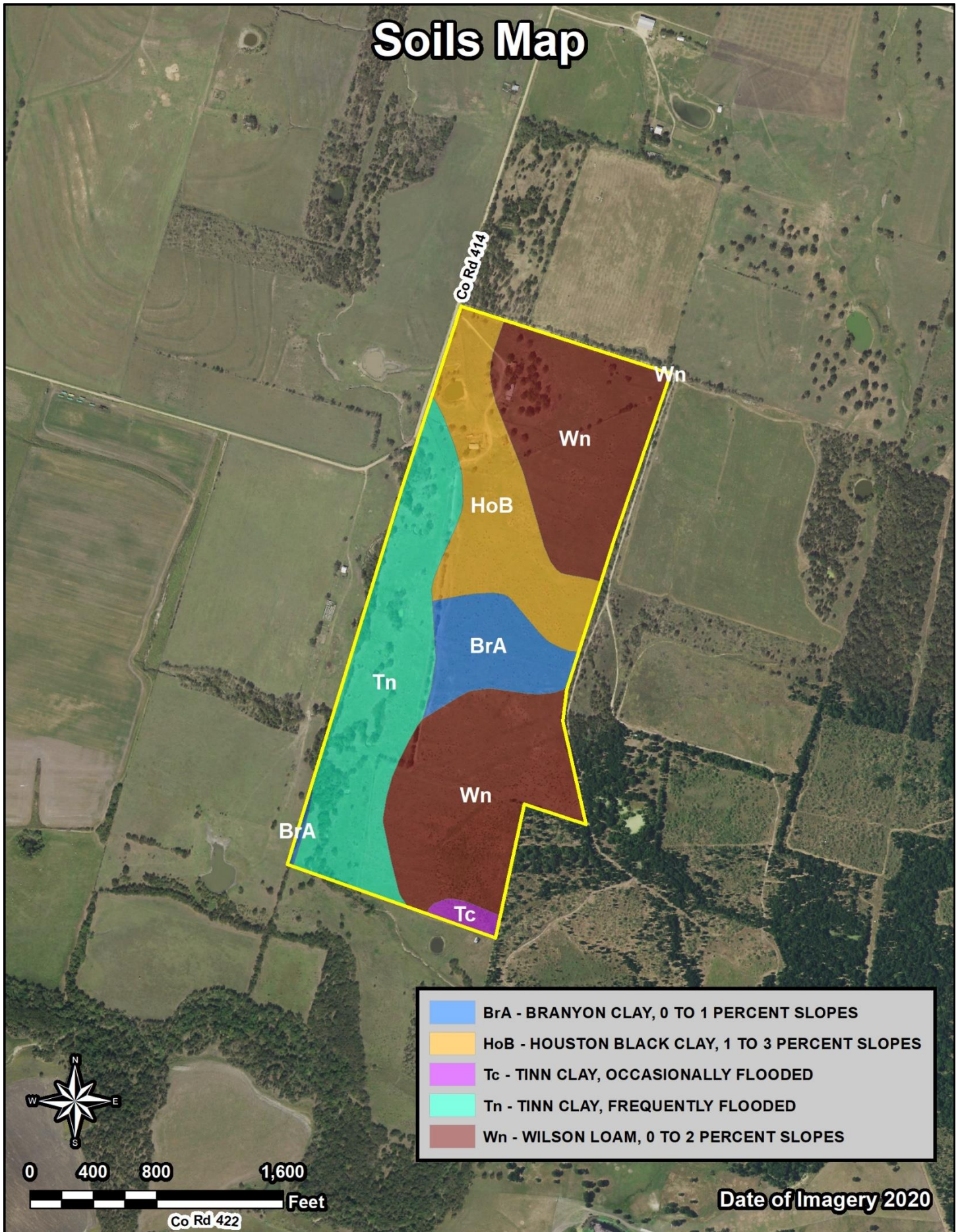


# Contour Map



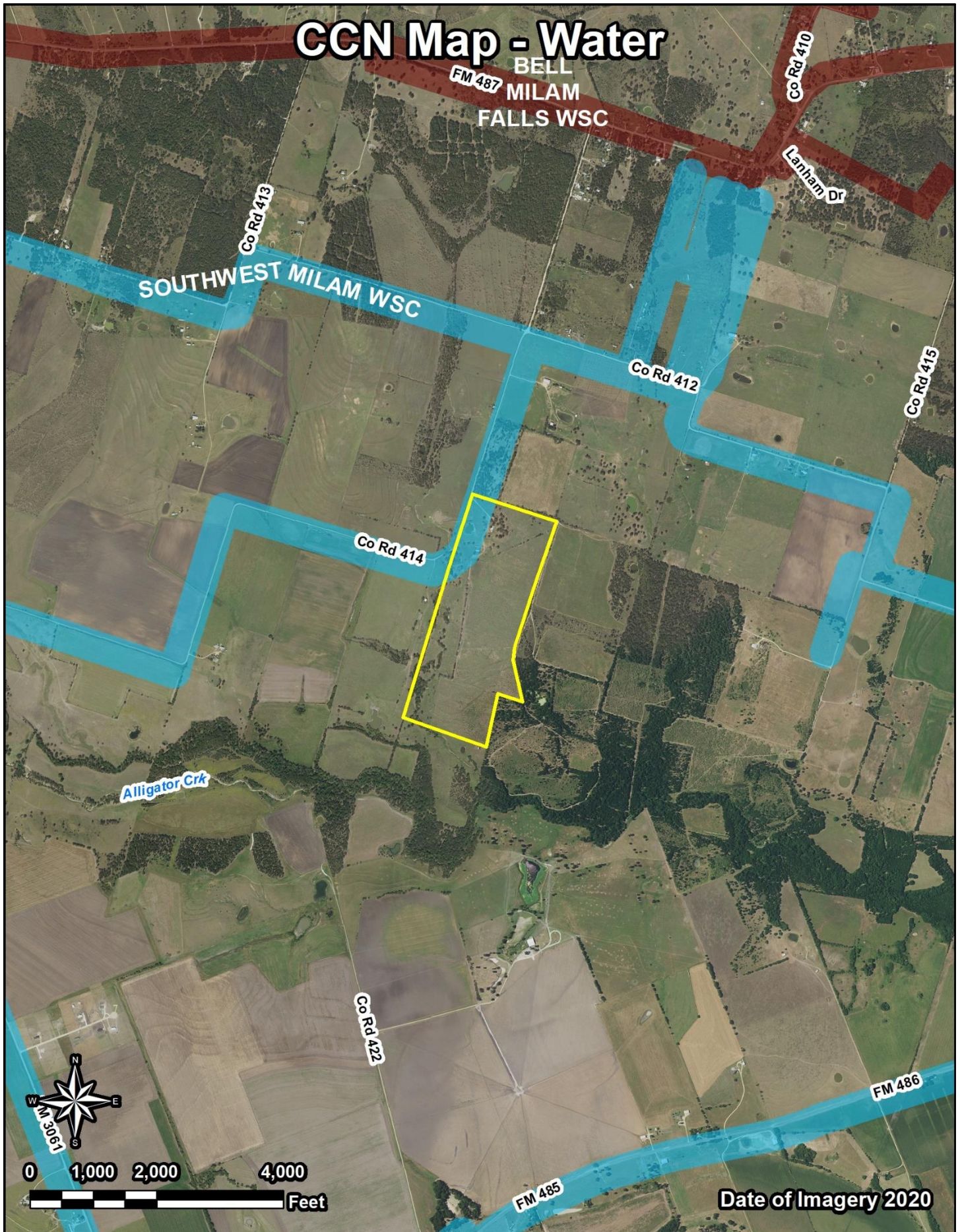


# Soils Map



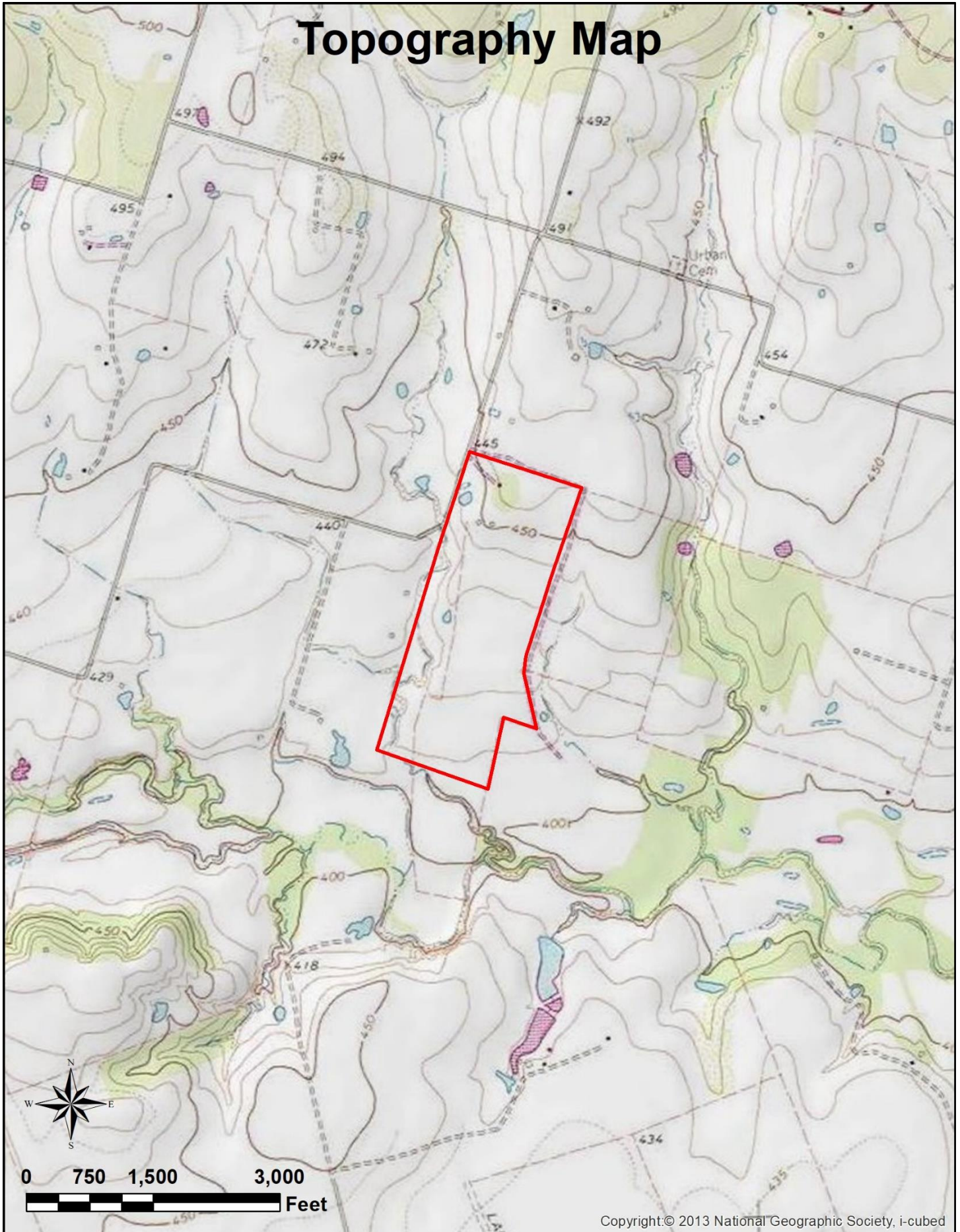


# CCN Map - Water



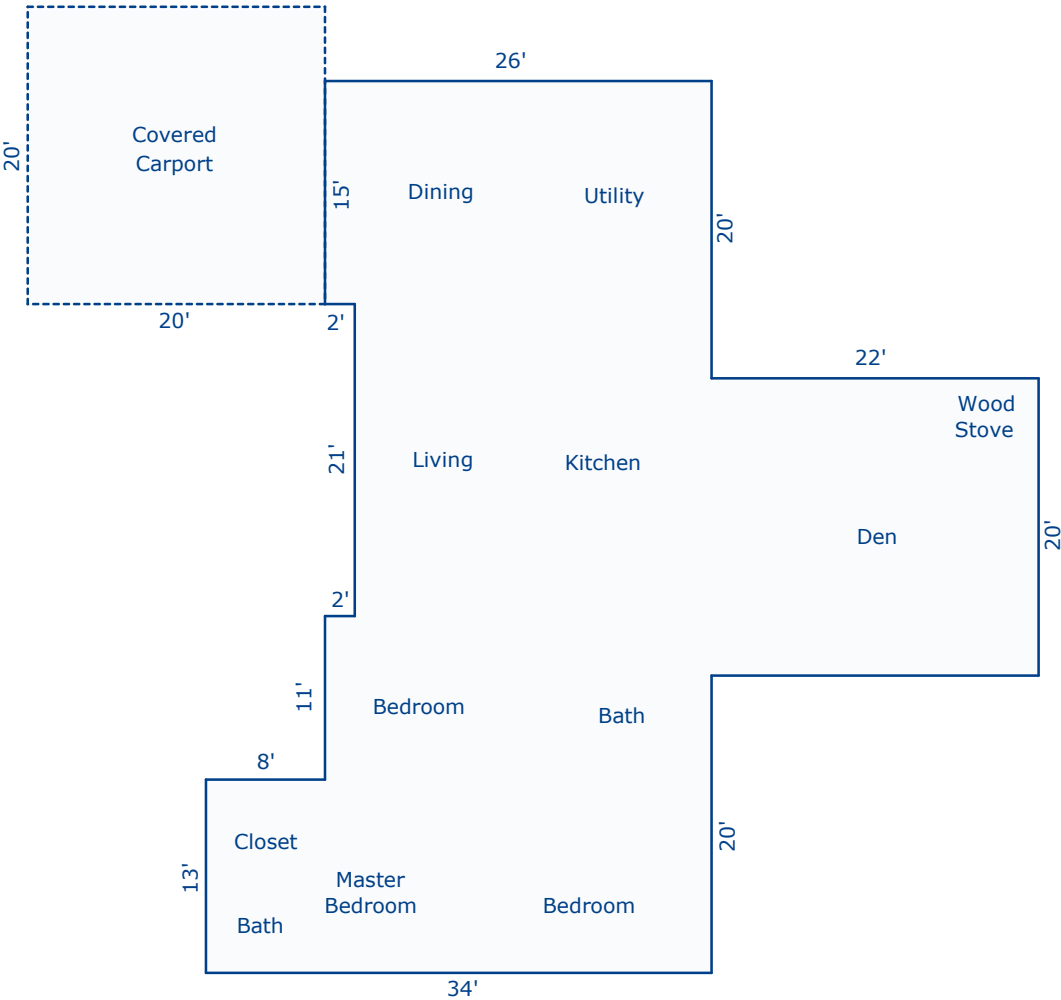


# Topography Map





1333 COUNTY ROAD 414 BUCKHOLTS, TX 76518



AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GBA1	First Floor	2062.00	2062.00
GAR	Carport	400.00	400.00
Net BUILDING Area		(rounded)	2062

BUILDING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
34.0	x	13.0	442.00
7.0	x	26.0	182.00
16.0	x	46.0	736.00
4.0	x	48.0	192.00
26.0	x	15.0	390.00
5.0	x	24.0	120.00
6 Items			(rounded)
			2062

## PHOTOS



1. View Of The Entrance into homestead at 1333 CR 414 Buckholts, Texas.



2. View Along The Subject's Western Boundary and CR 414 Frontage, Facing South. Property on Left Side of Picture.



## PHOTOS



3. Residence and shop on homestead located on northern portion of land.



4. Livestock sheds south of homestead.



## PHOTOS



5. View Of The West/ Front Side Of The Residence.



6. View Of The Southeast/ Back Side Of The Residence.

## PHOTOS



7. View Of The Kitchen.



8. View Of The Enclosed Garage – Used for dining, crafts & office.



## PHOTOS



9. View Of The Living Room.



10. View Of The Den with Wood Burning Stove.



## PHOTOS



11. View Of Master Bedroom & Master Bathroom.



12. View Of The Guest Bedroom, 1 of 2.

## PHOTOS



13. View Of 30'x40' Metal shop with Each Side having 20' Covered Overhang.



14. Interior View Of The Shop with Small Restroom.



## PHOTOS



15. View Of The Southeast Side Of The Livestock Barn (30'x60').



16. View Of The Livestock Pens Located Adjacent To The Livestock Barn.



## PHOTOS



17. Interior View Of The Northern Portion Of The Property, Facing East As Seen From Near The Shop, Post Oak Trees North and East of Homestead.



18. View Of The Stock Pond On The Northwestern Part Of The Property, Facing West As Seen From Near The Shop.



## PHOTOS



19. Land with Post Oak Tree Cover East of Homestead.



20. Land with Post Oak Trees East of Homestead.



## PHOTOS



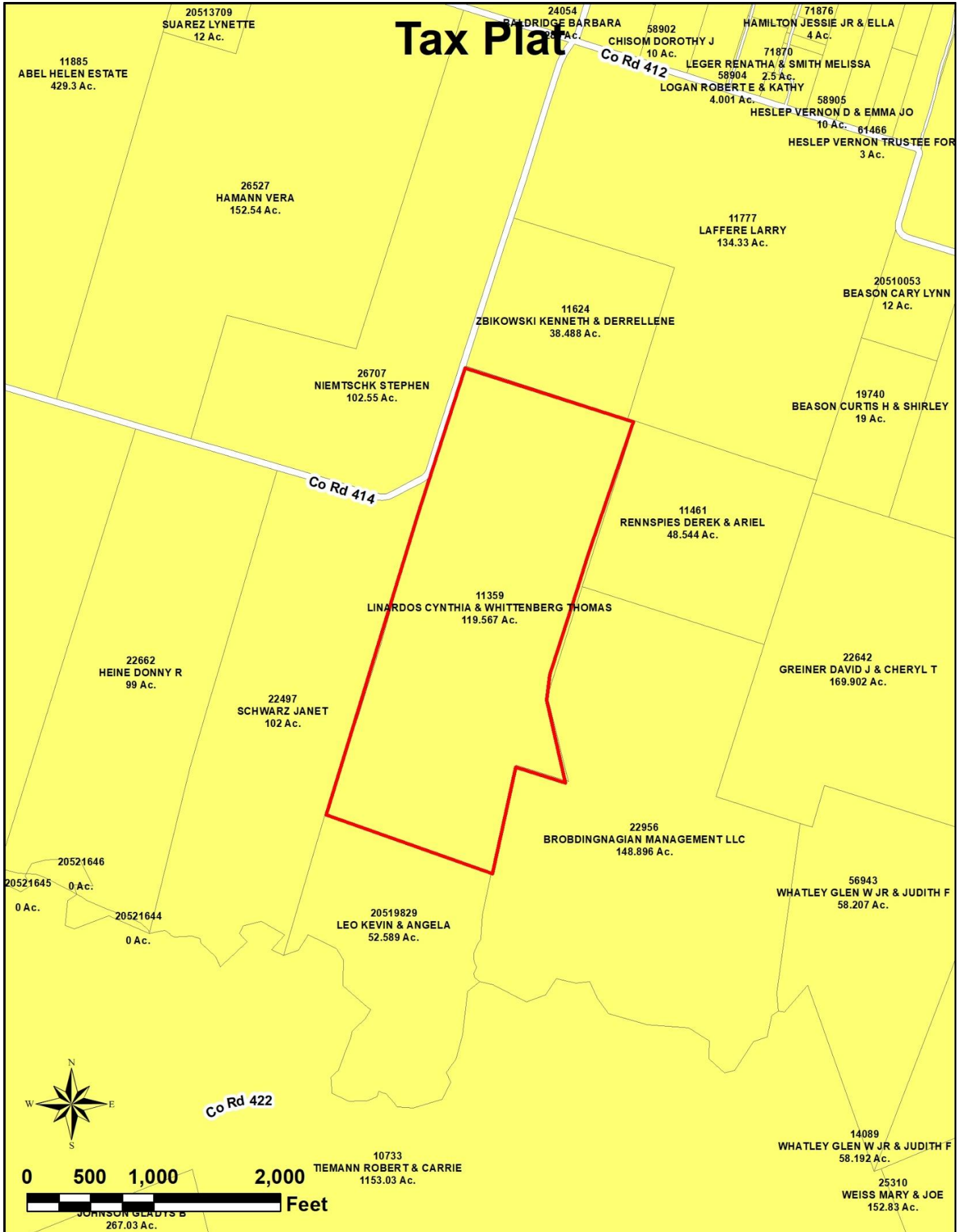
21. Interior View Of The Western Portion Of The Property, Facing South.



22. Interior View Of The Southern Portion Of The Property.



# Tax Plat





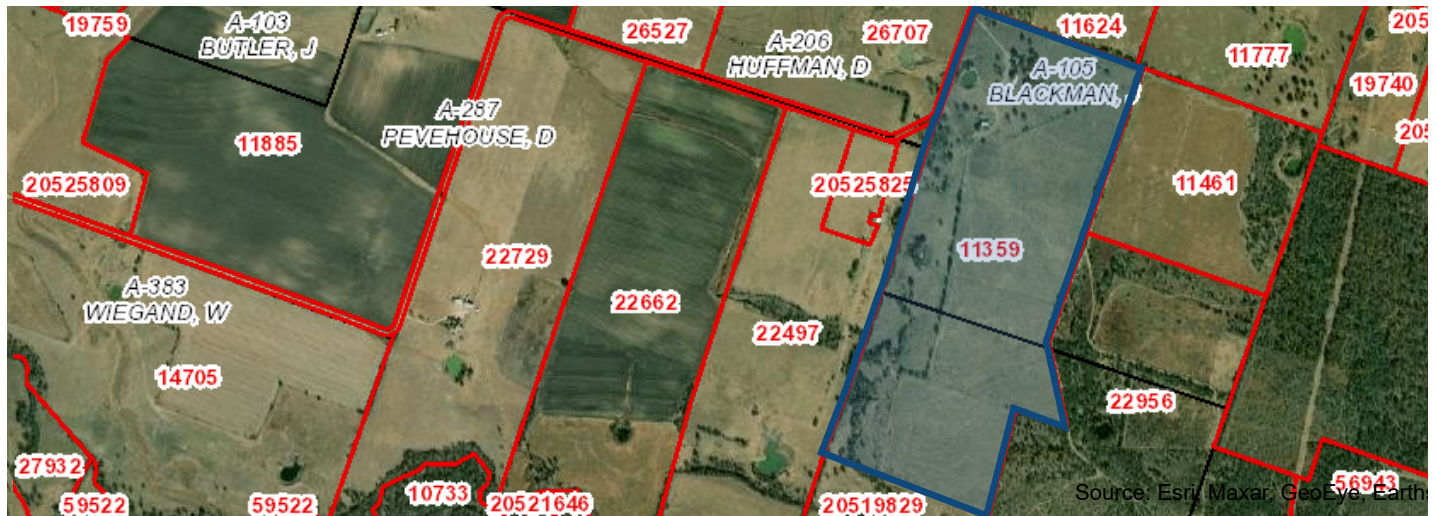
# Milam AD Property Search

This website only contains information about values. For information on estimated taxes, tax rates, and tax rate adoption, visit [milam.countytaxrates.com](https://milam.countytaxrates.com) (<https://milam.countytaxrates.com>).

For information on current or delinquent taxes, please contact the Milam County Tax Office.

## Property ID: 11359 For Year 2021

Map



### Property Details

Account	
Property ID:	11359
Legal Description:	A1050 BLACKMAN, JOSIAH, 119.567 ACRES, (LIFE ESTATE FOR JOHN WHITTENBERG)
Geographic ID:	A105-269-003-00
Agent:	
Type:	Real
Location	
Address:	1333 COUNTY ROAD 414 BUCKHOLTS, TX 76518
Map ID:	
Neighborhood CD:	SRD.3
Owner	
Owner ID:	10029811
Name:	LINARDOS CYNTHIA & WHITTENBERG THOMAS
Mailing Address:	101 ENCHANTED CT N BURLESON, TX 76208
% Ownership:	100.0%
Exemptions:	HS - Homestead For privacy reasons not all exemptions are shown online.



## Property Values

<b>Improvement Homesite Value:</b>	\$109,640
<b>Improvement Non-Homesite Value:</b>	\$18,060
<b>Land Homesite Value:</b>	\$5,500
<b>Land Non-Homesite Value:</b>	\$0
<b>Agricultural Market Valuation:</b>	\$652,120
<b>Market Value:</b>	\$785,320
<b>Ag Use Value:</b>	\$12,220
<b>Appraised Value:</b>	\$145,420
<b>Homestead Cap Loss: ⓘ</b>	\$45,359
<b>Assessed Value:</b>	\$100,061

**VALUES DISPLAYED ARE 2021 CERTIFIED VALUES.**

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

## Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	County Appraisal District	0.000000	\$785,320	\$100,061	\$0.00	
GMC	MILAM COUNTY	0.730000	\$785,320	\$94,061	\$500.88	\$279.84
SRD	ROCKDALE ISD	1.322200	\$785,320	\$59,061	\$463.94	\$63.58

**Total Tax Rate: 2.052200 Estimated Taxes With Exemptions: \$964.83 Estimated Taxes Without Exemptions: \$16,116.34**



## Property Improvement - Building

**Description:** RESIDENTIAL **Type:** RESIDENTIAL **State Code:** E1 **Living Area:** 1,583.00sqft **Value:** \$109,640

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CPA	CARPORT ALUMINUM	*		2019	
CPA	CARPORT ALUMINUM	*		0	0.00
CO	PORCH, PATIO W/ ROOF	*		0	285.00
CP	CARPORT	*		0	480.00
MA	MAIN AREA	03F	WW	0	1,583.00

**Description:** UTIL **Type:** MISC IMP **State Code:** D2 **Living Area:** 1,800.00sqft **Value:** \$6,630

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	UW04	0	1,800.00

**Description:** BARN **Type:** MISC IMP **State Code:** D2 **Living Area:** 0.00sqft **Value:** \$300

**Description:** UTILITY **Type:** MISC IMP **State Code:** D2 **Living Area:** 2,400.00sqft **Value:** \$11,130

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	SRS04	2006	600.00
MA	MAIN AREA	US04	2006	1,200.00
MA	MAIN AREA	SRS04	2006	600.00

## Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
NPP1	NATIVE PASTURE 1	58.567	2,551,178.52	0.00	0.00	\$322,120	\$3,100
RH	RURAL HOMESITE	1	43,560.00	0.00	0.00	\$5,500	\$0
IPP1	IMP PASTURE 1	60	2,613,600.00	0.00	0.00	\$330,000	\$9,120



## Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$127,700	\$657,620	\$12,220	\$145,420	\$45,359	\$100,061
2020	\$124,890	\$376,640	\$11,820	\$139,860	\$47,723	\$92,137
2019	\$72,770	\$376,640	\$11,640	\$87,560	\$0	\$87,560
2018	\$78,790	\$370,660	\$12,410	\$94,300	\$8,050	\$86,250
2017	\$65,320	\$516,470	\$16,450	\$84,770	\$0	\$84,770
2016	\$65,170	\$499,250	\$17,130	\$85,200	\$0	\$85,200
2015	\$66,130	\$499,250	\$12,380	\$81,410	\$2,098	\$79,312
2014	\$60,840	\$206,590	\$12,980	\$75,020	\$0	\$75,020
2013	\$64,980	\$108,000	\$3,920	\$70,100	\$0	\$70,100
2012	\$64,980	\$108,000	\$19,680	\$85,860	\$0	\$85,860
2011	\$64,980	\$225,000	\$18,840	\$86,320	\$0	\$86,320

## Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
7/9/2014	GWD	GENERAL WARRANTY DEED	WHITTENBERG JOHN	LINARDOS CYNTHIA & WHITTENBERG THOMAS	1230	704	16599
11/15/2013	GWD	GENERAL WARRANTY DEED	WHITTENBERG JOHN & AUDREY	WHITTENBERG JOHN	1213	291	13614
4/12/2013	WDV	WARRANTY DEED WITH VENDORS LIEN	ACORD J D & WIFE	WHITTENBERG JOHN & AUDREY	1196	469	10694




## Estimated Tax Due

### \*\*ATTENTION\*\*

Indicated amount may not reflect delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

\*\*PRIOR TO MAKING FULL OR PARTIAL PAYMENTS PLEASE CONTACT OUR OFFICE FOR A CURRENT AMOUNT DUE\*\*

\*\*WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED BELOW\*\*

If Paid: 12/30/2021 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Amount Due
2022	MILAM COUNTY	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2022	ROCKDALE ISD	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>2022 Total:</b>		N/A	N/A	N/A	N/A	N/A	N/A
2021	MILAM COUNTY	\$94,061	\$500.88	\$500.88	\$0.00	\$0.00	\$0.00	\$0.00
2021	ROCKDALE ISD	\$59,061	\$463.94	\$463.94	\$0.00	\$0.00	\$0.00	\$0.00
	2021 Total:		\$964.82	\$964.82	\$0.00	\$0.00	\$0.00	\$0.00
2020	MILAM COUNTY	\$86,137	\$489.35	\$489.35	\$0.00	\$0.00	\$0.00	\$0.00
2020	ROCKDALE ISD	\$51,137	\$447.10	\$447.10	\$0.00	\$0.00	\$0.00	\$0.00
	2020 Total:		\$936.45	\$936.45	\$0.00	\$0.00	\$0.00	\$0.00
2019	MILAM COUNTY	\$81,560	\$498.04	\$498.04	\$0.00	\$0.00	\$0.00	\$0.00
2019	ROCKDALE ISD	\$46,560	\$457.64	\$457.64	\$0.00	\$0.00	\$0.00	\$0.00
	2019 Total:		\$955.68	\$955.68	\$0.00	\$0.00	\$0.00	\$0.00
2018	MILAM COUNTY	\$80,250	\$466.21	\$466.21	\$0.00	\$0.00	\$0.00	\$0.00
2018	ROCKDALE ISD	\$45,250	\$410.79	\$410.79	\$0.00	\$0.00	\$0.00	\$0.00
	2018 Total:		\$877.00	\$877.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	MILAM COUNTY	\$78,770	\$486.83	\$486.83	\$0.00	\$0.00	\$0.00	\$0.00
2017	ROCKDALE ISD	\$43,770	\$465.73	\$465.73	\$0.00	\$0.00	\$0.00	\$0.00
	2017 Total:		\$952.56	\$952.56	\$0.00	\$0.00	\$0.00	\$0.00
2016	MILAM COUNTY	\$79,200	\$491.59	\$491.59	\$0.00	\$0.00	\$0.00	\$0.00
2016	ROCKDALE ISD	\$44,200	\$474.98	\$474.98	\$0.00	\$0.00	\$0.00	\$0.00

	2016 Total:		\$966.57	\$966.57	\$0.00	\$0.00	\$0.00	\$0.00
2015	MILAM COUNTY	\$73,312	\$446.11	\$446.11	\$0.00	\$0.00	\$0.00	\$0.00
2015	ROCKDALE ISD	\$38,312	\$410.38	\$410.38	\$0.00	\$0.00	\$0.00	\$0.00
	2015 Total:		\$856.49	\$856.49	\$0.00	\$0.00	\$0.00	\$0.00
2014	MILAM COUNTY	\$69,020	\$450.01	\$450.01	\$0.00	\$0.00	\$0.00	\$0.00
2014	ROCKDALE ISD	\$44,020	\$528.82	\$528.82	\$0.00	\$0.00	\$0.00	\$0.00
	2014 Total:		\$978.83	\$978.83	\$0.00	\$0.00	\$0.00	\$0.00
2013	MILAM COUNTY	\$70,100	\$441.63	\$441.63	\$0.00	\$0.00	\$0.00	\$0.00
2013	ROCKDALE ISD	\$70,100	\$878.63	\$878.63	\$0.00	\$0.00	\$0.00	\$0.00
	2013 Total:		\$1,320.26	\$1,320.26	\$0.00	\$0.00	\$0.00	\$0.00
2012	MILAM COUNTY	\$85,860	\$515.16	\$515.16	\$0.00	\$0.00	\$0.00	\$0.00
2012	ROCKDALE ISD	\$85,860	\$1,063.29	\$1,063.29	\$0.00	\$0.00	\$0.00	\$0.00
	2012 Total:		\$1,578.45	\$1,578.45	\$0.00	\$0.00	\$0.00	\$0.00
2011	MILAM COUNTY	\$80,320	\$470.84	\$470.84	\$0.00	\$0.00	\$0.00	\$0.00
2011	ROCKDALE ISD	\$55,320	\$677.68	\$677.68	\$0.00	\$0.00	\$0.00	\$0.00
	2011 Total:		\$1,148.52	\$1,148.52	\$0.00	\$0.00	\$0.00	\$0.00

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10694

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## **WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** APRIL 12, 2013

**Grantor:** J. D. ACORD and wife, FLORENE LOVE ACORD

**Grantor's Mailing Address (including county):**

913 Elm Creek Rd., Rockdale, Milam County, Texas 76567

**Grantee:** JOHN WHITTENBERG and wife, AUDREY JO WHITTENBERG

**Grantee's Mailing Address (including County):**

14160 FM 2843, Salado, Bell County, Texas 76571

**Consideration:**

TEN AND NO/100 DOLLARS and other good and valuable consideration, as part of an IRC Section 1031 Tax Deferred Exchange, and the further consideration of a note of even date, that is in the principal amount of \$54,959.30 and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to VAL WALTERS, Trustee.

**Property (including any improvements):**

All that certain 172.156 acre tract or parcel of land situated in Milam County, Texas, being a part of the Josiah Blackman Survey, Abstract No. 105, a part of the David Pevehouse Survey, Abstract No. 287, and a part of the Daniel Robertson Survey, Abstract No. 49, being all of called 90 acre tract (Tract I) and all of a called 75 acre tract (Tract II) conveyed from Rosena Cecilia Abel to J. D. Acord, et ux by deed dated May 18, 1982, recorded in Volume 479, Page 045, Deed Records of Milam County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

### **Reservations From and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following exception(s) from conveyance and warranty, but only to the extent the same are valid and subsisting and relate to the property:

1. Such presently valid and subsisting easements, if any, to which the above property is subject, as may be actually located upon the ground, which are not of record.
2. Any portion of the property herein described, if any, which falls within the boundaries of any road or roadway.
3. Electric Utility Easement dated March 11, 1997, executed by J. D. Acord to Bartlett Electric Cooperative, Inc., recorded in Volume 746, Page 508, Official Records of Milam County, Texas, together with all rights incident thereto.
4. Right of Way Easement dated November 17, 1975, executed by Mrs. Floris Abel to Southwest Milam Water Supply, recorded in Volume 125, Page 832, Deed Records of Milam County, Texas, together with all rights incident thereto.
5. Mineral and/or Royalty Reservation(s) appearing in Deed dated May 18, 1982, executed by Rosena Cecilia Abel to J. D. Acord and wife, Florene Love Acord, recorded in Volume 479, Page 45, Deed Records of Milam County, Texas, together with all rights incident thereto.
6. Mineral and/or Royalty conveyance in Quitclaim Deed dated October 24, 1957, executed by Federal Farm Mortgage Corp. to The United States of America, recorded in Volume 82, Page 551, Oil and Gas Records of Milam County, Texas, together with all rights incident thereto.
7. Mineral and/or Royalty Reservation(s) appearing in Deed dated April 13, 1943, executed by Federal Farm Mortgage Corporation to Andres Cortez, recorded in Volume 238, Page 355, Deed Records of Milam County, Texas, together with all rights incident thereto.
8. Any rights, claims or other matters which may exist or arise by virtue of the discrepancy between the fence lines and actual property lines as shown on survey plat dated April 9, 2013, prepared by Bradley L. Lipscomb, R.P.L.S. No. 5952.
9. Any claim, right or assertion, including rights of ingress and egress, in and to the overhead powerlines, electric meter and water meter as shown on survey plat dated April 9, 2013, prepared by Bradley L. Lipscomb, R.P.L.S. No. 5952.



This conveyance is made by Grantor and accepted by Grantee subject to the following reservation(s) from conveyance and warranty:


NONE

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

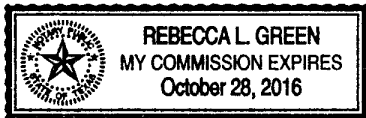
  
J. D. ACORD

  
FLORENE LOVE ACORD

**ACKNOWLEDGMENT**

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF MILAM**           §

This instrument was acknowledged before me on the 12 day of April, 2013, by J. D. ACORD and FLORENE LOVE ACORD.



*Rebecca L. Green*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

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In Re: 172.156 Acres  
All of a called 90 Acre tract  
All of a called 75 Acre tract  
Josiah Blackman Survey, Abstract No. 105,  
David Pevehouse Survey, Abstract No. 287,  
Daniel Robertson Survey, Abstract No. 49,  
Milam County, Texas

All that certain tract or parcel of land situated in Milam County, Texas, being a part of the Josiah Blackman Survey, Abstract No. 105, a part of the David Pevehouse Survey, Abstract No. 287, and a part of the Daniel Robertson Survey, Abstract No. 49, being all of called 90 Acre tract (Tract I) and all of a called 75 Acre tract (Tract II) conveyed from Rosena Cecilia Abel to J.D. Acord, et ux by Deed dated May 18, 1982 recorded in Volume 479, Page 045 of the Deed Records of Milam County, Texas and being more particularly described by metes and bounds as follows to wit:

**BEGINNING** at a found 5/8" iron rod on the west line of a called 48.544 Acre tract conveyed to Kendal Beason, et ux in Volume 1144, Page 501, at the southeast corner of a called 34.488 Acre tract conveyed to Charles R. Murrell, Jr., et al in Volume 1154, Page 712, for the common northeast corner of the said Tract I and of this tract;

**THENCE** along the common line between the said 48.544 Acre tract and the said Tract I for the following courses and distances:

S 18°49'58" W - 1113.63 feet to a set 1/2" iron rod for an interior ell corner of this tract;  
S 17°03'07" W - 257.76 feet to a found 1/2" iron pipe at the southwest corner of the said 48.544 Acre tract, at the northwest corner of a called 148.896 Acre tract conveyed to Dos Patos in Volume 1136, Page 230, for an exterior ell corner of this tract;

**THENCE** along the common line between the said 148.896 Acre tract and the said Tract I for the following courses and distances:

S 17°45'44" W - 729.48 feet to a found cotton spindle for an interior ell corner of this tract;  
S 07°26'31" W - 202.03 feet to a set 1/2" iron rod for an interior ell corner of this tract;  
S 12°50'25" E - 670.24 feet to a found 1/2" iron pipe at the southeast corner of the said Tract I, for an exterior ell corner of this tract;  
N 71°55'40" W - 410.81 feet to a found 1/2" iron pipe at the northeast corner of the said Tract II, for an interior ell corner of this tract;

**THENCE** along the common line between the said 148.896 Acre tract and the said Tract II for the following courses and distances:

S 12°19'29" W - 1205.57 feet to a found 1/2" iron pipe for an interior ell corner of this tract;  
S 03°35'31" W - 194.07 feet to a found 5/8" iron rod for an exterior ell corner of this tract;  
S 35°25'18" W - 40.25 feet to a found 5/8" iron rod for an interior ell corner of this tract;  
S 22°13'44" W - 80.43 feet to a found 5/8" iron rod for an interior ell corner of this tract;  
S 01°17'37" W - 48.35 feet to a found 5/8" iron rod for an interior ell corner of this tract;  
S 12°16'09" E - 29.73 feet to a found 5/8" iron rod for an interior ell corner of this tract;  
S 25°54'48" E - 35.82 feet to a found cotton spindle for an exterior ell corner of this tract;  
S 22°12'19" W - 56.29 feet to a found 3/8" iron pipe for an interior ell corner of this tract;  
S 12°41'30" E - 32.06 feet to a found 1/2" iron pipe at the southwest corner of the said 148.896 Acre tract, at the northwest corner of a called 2.325 Acre tract conveyed to John H. Stockton, Sr., et ux in Volume 576, Page 359, for an interior ell corner of this tract;

**THENCE** S 42°29'48" E - 45.96 feet along the common line between the said 2.325 Acre tract and the said Tract II to a point in the centerline of Alligator Creek, on the north line of a called 323 Acre tract (4. Third Tract) conveyed to James Gregory Wilson in Volume 786, Page 111, at the southwest corner of the said 2.325 Acre tract, for the common southeast corner of the said Tract II and of this tract from which a set 1/2" iron rod for reference bears: N 42°29'48" W - 30.00 feet;

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**THENCE** along the said centerline of Alligator Creek, the common line between the said 323 Acre tract and the said Tract II for the following courses and distances:

S 74°48'27" W - 29.45 feet to a point for an interior ell corner of this tract;  
S 50°05'46" W - 88.04 feet to a point for an interior ell corner of this tract;  
S 24°07'30" W - 107.98 feet to a point for an interior ell corner of this tract;  
S 01°20'29" E - 144.80 feet to a point for an exterior ell corner of this tract;  
S 00°13'41" W - 111.08 feet to a point for an exterior ell corner of this tract;  
S 16°16'17" W - 128.80 feet to a point for an exterior ell corner of this tract;  
S 18°23'54" W - 67.18 feet to a point for an exterior ell corner of this tract;  
S 34°57'02" W - 39.46 feet to a point for an exterior ell corner of this tract;  
S 55°00'54" W - 32.26 feet to a point for an interior ell corner of this tract;  
S 02°53'16" E - 107.53 feet to a point for an interior ell corner of this tract;  
S 06°28'31" E - 32.99 feet to a point for an exterior ell corner of this tract;  
S 21°30'55" W - 117.31 feet to a point for an exterior ell corner of this tract;  
S 73°27'10" W - 65.82 feet to a point for an interior ell corner of this tract;  
S 65°17'23" W - 49.91 feet to a point for an exterior ell corner of this tract;  
S 83°16'49" W - 107.57 feet to a point for an interior ell corner of this tract;  
S 64°18'14" W - 74.09 feet to a point for an exterior ell corner of this tract;  
N 71°34'35" W - 131.35 feet to a point for an exterior ell corner of this tract;  
N 52°26'30" W - 146.63 feet to a point for an interior ell corner of this tract;  
S 27°27'28" W - 45.60 feet to a point for an exterior ell corner of this tract;  
S 75°29'24" W - 59.83 feet to a point for an exterior ell corner of this tract;  
S 89°40'38" W - 77.10 feet to a point for an interior ell corner of this tract;  
S 84°15'16" W - 84.02 feet to a point for an exterior ell corner of this tract;  
N 56°14'32" W - 90.40 feet to a point for an interior ell corner of this tract;  
N 74°12'27" W - 59.06 feet to a point for an exterior ell corner of this tract;  
N 15°44'51" W - 43.56 feet to a point for an exterior ell corner of this tract;  
N 28°50'07" E - 135.96 feet to a point for an interior ell corner of this tract;  
N 25°59'14" E - 130.02 feet to a point for an interior ell corner of this tract;  
N 19°51'58" E - 141.83 feet to a point for an interior ell corner of this tract;  
N 15°25'08" E - 106.19 feet to a point for an exterior ell corner of this tract;  
N 51°47'18" E - 110.09 feet to a point for an interior ell corner of this tract;  
N 18°13'42" E - 88.97 feet to a point for an interior ell corner of this tract;  
N 47°27'37" W - 77.26 feet to a point for an interior ell corner of this tract;  
N 50°21'19" W - 188.52 feet to a point for an exterior ell corner of this tract;  
N 04°05'31" W - 88.00 feet to a point for an exterior ell corner of this tract;  
N 00°24'10" E - 114.97 feet to a point for an interior ell corner of this tract;  
N 32°23'25" W - 102.77 feet to a point for an interior ell corner of this tract;  
N 54°50'54" W - 66.85 feet to a point for an interior ell corner of this tract;  
N 70°36'00" W - 95.80 feet to a point for an interior ell corner of this tract;  
N 73°14'22" W - 100.45 feet to a point for an interior ell corner of this tract;  
S 25°09'26" W - 90.83 feet to a point for an exterior ell corner of this tract;  
S 51°02'14" W - 70.26 feet to a point for an exterior ell corner of this tract;  
S 79°51'17" W - 78.04 feet to a point for an exterior ell corner of this tract;  
N 79°29'13" W - 0.54 feet to a point at the southeast corner of a called 52 Acre tract conveyed to Mrs. Erwin Niemtschk, for the common southwest corner of the said Tract II and of this tract;

**THENCE** N 16°55'37" E - 3638.17 feet along a prolongation of and a common line between the said Blackman Survey and the said Pevehouse Survey, the common line between the said Tract II and the said Tract I respectively and the said 52 Acre tract and a called 50 Acre tract conveyed to Mrs. Erwin Niemtschk respectively to a set ½" iron rod at the common southeast corner of the Daniel Huffman Survey, Abstract No. 206 and another called 50 Acre tract conveyed to Mrs. Erwin Niemtschk, at the northeast corner of the first said 50 Acre tract, at an exterior ell corner of the said Pevehouse Survey, for an exterior ell corner of this tract;

**THENCE** N 17°56'29" E - 1201.02 feet along the common line between the said Blackman Survey and the said Huffman Survey, the common line between the said Tract I and the said second 50 Acre tract and called 52.55 Acre tract conveyed to Erwin Stephen Niemtschk in Volume 397, Page 089, partially along an east Right-of-Way line of County Road 441 to a set ½" iron rod at the




southwest corner of the said 38.488 Acre tract, for the common northwest corner of the said Tract I and of this tract;

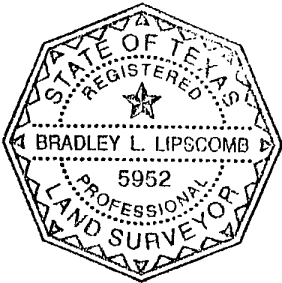
THENCE S 72°11'36" E - 1393.24 feet along the common line between the said 38.488 Acre tract and the said Tract I to the POINT OF BEGINNING containing within these metes and bounds 172.156 Acres of land.

Bearings are based on the Texas State Plane Coordinate system of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 9th day of April, 2013.


  
Bradley L. Lipscomb, RPLS



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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.

FILED  
AT 3:25 O'CLOCK P M  
ON THE 12 DAY OF April  
A.D., 20 13

Barbara Vansa  
COUNTY CLERK, MILAM COUNTY, TEXAS  
BY  DEPUTY


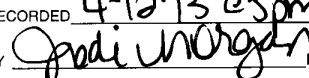
STATE OF TEXAS  
COUNTY OF MILAM  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.  
  
Barbara Vansa  
County Clerk, Milam County, Texas  
VOL. 1196 PAGE 469  
RECORDED 4-12-13 2:50pm  
BY  DEPUTY

EXHIBIT A  
Page 3 of 3 Pages

16599

**Notice of confidentiality rights:** If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

**General Warranty Deed**

**Date:** November 6, 2013

**Grantor:** John Whittenberg

**Grantor's Mailing Address:** 1333 CR 414  
Buckholts, Texas 76518  
Milam County

**Grantees:** Cynthia Whittenberg Linardos, an undivided one-half (½) interest, as her sole and separate property; and

Thomas Glenn Whittenberg, an undivided one-half (½) interest, as his sole and separate property

**Grantees' Mailing Address:** Cynthia Whittenberg Linardos  
P.O. Box 17847  
Austin, Texas 78760  
Travis County

Thomas Glenn Whittenberg  
101 Enchanted Court North  
Burleson, Texas 76028  
Johnson County

**Consideration:** The love and affection Grantor has for Grantees and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

**Property (including any improvements):** All that certain 172.156 acre tract or parcel of land situated in Milam County, Texas, being a part of the Josiah Blackman Survey, Abstract No. 105, a part of the David Pevehouse Survey, Abstract No. 287, and a part of the Daniel Robertson Survey, Abstract No. 49, being all of called 90 Acre tract (Tract I) and all of a called 75 Acre tract (Tract II) conveyed from Rosena Cecilia Abel to J.D. Acord, et ux by Deed dated May 18, 1982 recorded in Volume 479, Page 045 of the Deed Records of Milam County, Texas and being more particularly described by metes and bounds as follows to wit:

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**BEGINNING** at a found  $\frac{5}{8}$ " iron rod on the west line of a called 48.544 Acre tract conveyed to Kendal Beason, et ux in Volume 1144, Page 501, at the southeast corner of a called 34.488 Acre tract conveyed to Charles R. Murrell, Jr., et al in Volume 1154, Page 712, for the common northeast corner of the said Tract I and of this tract;

**THENCE** along the common line between the said 48.544 Acre tract and the said Tract I for the following courses and distances:

S 18°49'58" W - 1113.63 feet to a set  $\frac{1}{2}$ " iron rod for an interior ell corner of this tract;  
S 17°03'07" W - 257.76 feet to a found  $\frac{1}{2}$ " iron pipe at the southwest corner of the said 48.544 Acre tract, at the northwest corner of a called 148.896 Acre tract conveyed to Dos Patos in Volume 1136, Page 230, for an exterior ell corner of this tract;

**THENCE** along the common line between the said 148.896 Acre tract and the said Tract I for the following courses and distances:

S 17°45'44" W - 729.48 feet to a found cotton spindle for an interior ell corner of this tract;  
S 07°26'31" W - 202.03 feet to a set  $\frac{1}{2}$ " iron rod for an interior ell corner of this tract;  
S 12°50'25" E - 670.24 feet to a found  $\frac{1}{2}$ " iron pipe at the southeast corner of the said Tract I, for an exterior ell corner of this tract;  
N 71°55'40" W - 410.81 feet to a found  $\frac{1}{2}$ " iron pipe at the northeast corner of the said Tract II, for an interior ell corner of this tract;

**THENCE** along the common line between the said 148.896 Acre tract and the said Tract II for the following courses and distances:

S 12°19'29" W - 1205.57 feet to a found  $\frac{1}{2}$ " iron pipe for an interior ell corner of this tract;  
S 03°35'31" W - 194.07 feet to a found  $\frac{5}{8}$ " iron rod for an exterior ell corner of this tract;  
S 35°25'18" W - 40.25 feet to a found  $\frac{5}{8}$ " iron rod for an interior ell corner of this tract;  
S 22°13'44" W - 80.43 feet to a found  $\frac{5}{8}$ " iron rod for an interior ell corner of this tract;  
S 01°17'37" W - 48.35 feet to a found  $\frac{5}{8}$ " iron rod for an interior ell corner of this tract;  
S 12°16'09" E - 29.73 feet to a found  $\frac{5}{8}$ " iron rod for an interior ell corner of this tract;  
S 25°54'48" E - 35.82 feet to a found cotton spindle for an exterior ell corner of this tract;  
S 22°12'19" W - 56.29 feet to a found  $\frac{5}{8}$ " iron pipe for an interior ell corner of this tract;  
S 12°41'30" E - 32.06 feet to a found  $\frac{1}{2}$ " iron pipe at the southwest corner of the said 148.896 Acre tract, at the northwest corner of a called 2.325 Acre tract conveyed to John H. Stockton, Sr., et ux in Volume 576, Page 359, for an interior ell corner of this tract;

**THENCE** S 42°29'48" E - 45.96 feet along the common line between the said 2.325 Acre tract and the said Tract II to a point in the centerline of Alligator Creek, on the north line of a called 323 Acre tract (4. Third Tract) conveyed to James Gregory Wilson in Volume 786, Page 111, at the southwest corner of the said 2.325 Acre tract, for the common southeast corner of the said Tract II and of this tract from which a set  $\frac{1}{2}$ " iron rod for reference bears: N 42°29'48" W - 30.00 feet;

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**THENCE** along the said centerline of Alligator Creek, the common line between the said 323 Acre tract and the said Tract II for the following courses and distances:

S 74°48'27" W - 29.45 feet to a point for an interior ell corner of this tract;  
S 50°05'46" W - 88.04 feet to a point for an interior ell corner of this tract;  
S 24°07'30" W - 107.98 feet to a point for an interior ell corner of this tract;  
S 01°20'29" E - 144.80 feet to a point for an exterior ell corner of this tract;  
S 00°13'41" W - 111.08 feet to a point for an exterior ell corner of this tract;  
S 16°16'17" W - 128.80 feet to a point for an exterior ell corner of this tract;  
S 18°23'54" W - 67.18 feet to a point for an exterior ell corner of this tract;  
S 34°57'02" W - 39.46 feet to a point for an exterior ell corner of this tract;  
S 55°00'54" W - 32.26 feet to a point for an interior ell corner of this tract;  
S 02°53'16" E - 107.53 feet to a point for an interior ell corner of this tract;  
S 06°28'31" E - 32.99 feet to a point for an exterior ell corner of this tract;  
S 21°30'55" W - 117.31 feet to a point for an exterior ell corner of this tract;  
S 73°27'10" W - 65.82 feet to a point for an interior ell corner of this tract;  
S 65°17'23" W - 49.91 feet to a point for an exterior ell corner of this tract;  
S 83°16'49" W - 107.57 feet to a point for an interior ell corner of this tract;  
S 64°18'14" W - 74.09 feet to a point for an exterior ell corner of this tract;  
N 71°34'35" W - 131.35 feet to a point for an exterior ell corner of this tract;  
N 52°26'30" W - 146.63 feet to a point for an interior ell corner of this tract;  
S 27°27'28" W - 45.60 feet to a point for an exterior ell corner of this tract;  
S 75°29'24" W - 59.83 feet to a point for an exterior ell corner of this tract;  
S 89°40'38" W - 77.10 feet to a point for an interior ell corner of this tract;  
S 84°15'16" W - 84.02 feet to a point for an exterior ell corner of this tract;  
N 56°14'32" W - 90.40 feet to a point for an interior ell corner of this tract;  
N 74°12'27" W - 59.06 feet to a point for an exterior ell corner of this tract;  
N 15°44'51" W - 43.56 feet to a point for an exterior ell corner of this tract;  
N 28°50'07" E - 135.96 feet to a point for an interior ell corner of this tract;  
N 25°59'14" E - 130.02 feet to a point for an interior ell corner of this tract;  
N 19°51'58" E - 141.83 feet to a point for an interior ell corner of this tract;  
N 15°25'08" E - 106.19 feet to a point for an exterior ell corner of this tract;  
N 51°47'18" E - 110.09 feet to a point for an interior ell corner of this tract;  
N 18°13'42" E - 88.97 feet to a point for an interior ell corner of this tract;  
N 47°27'37" W - 77.26 feet to a point for an interior ell corner of this tract;  
N 50°21'19" W - 188.52 feet to a point for an exterior ell corner of this tract;  
N 04°05'31" W - 88.00 feet to a point for an exterior ell corner of this tract;  
N 00°24'10" E - 114.97 feet to a point for an interior ell corner of this tract;  
N 32°23'25" W - 102.77 feet to a point for an interior ell corner of this tract;  
N 54°50'54" W - 66.85 feet to a point for an interior ell corner of this tract;  
N 70°36'00" W - 95.80 feet to a point for an interior ell corner of this tract;  
N 73°14'22" W - 100.45 feet to a point for an interior ell corner of this tract;  
S 25°09'26" W - 90.83 feet to a point for an exterior ell corner of this tract;  
S 51°02'14" W - 70.26 feet to a point for an exterior ell corner of this tract;  
S 79°51'17" W - 78.04 feet to a point for an exterior ell corner of this tract;

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N 79°29'13" W - 0.54 feet to a point at the southeast corner of a called 52 Acre tract conveyed to Mrs. Erwin Niemtschk, for the common southwest corner of the said Tract II and of this tract;

**THENCE** N 16°55'37" E - 3638.17 feet along a prolongation of and a common line between the said Blackman Survey and the said Pevehouse Survey, the common line between the said Tract II and the said Tract I respectively and the said 52 Acre tract and a called 50 Acre tract conveyed to Mrs. Erwin Niemtschk respectively to a set ½" iron rod at the common southeast corner of the Daniel Huffman Survey, Abstract No. 206 and another called 50 Acre tract conveyed to Mrs. Erwin Niemtschk, at the northeast corner of the first said 50 Acre tract, at an exterior ell corner of the said Pevehouse Survey, for an exterior ell corner of this tract;

**THENCE** N 17°56'29" E - 1201.02 feet along the common line between the said Blackman Survey and the Huffman Survey, the common line between the said Tract I and the said second 50 Acre tract and called 52.55 Acre tract conveyed to Erwin Stephen Niemtschk in Volume 397, Page 089, partially along an east Right-of-Way line of County Road 441 to a set ½" iron rod at the southwest corner of the said 38.488 Acre tract, for the common northwest corner of the said Tract I and of this tract;

**THENCE** S 72°11'36" E - 1393.24 feet along the common line between the said 38.488 Acre tract and the said Tract I to the **POINT OF BEGINNING** containing within these metes and bounds 172.156 Acres of land.

**Reservations from Conveyance:** For Grantor and Grantor's assigns, a reservation of the full possession, benefit and use of the Property for the remainder of the life of Grantor, as a life estate. The property does not vest to Grantees until Grantor's death. Grantor retains complete power, without the joinder or consent of Grantees or any person, to revoke this deed by preparing a new deed, to mortgage, sell and convey the Property and to spend any proceeds; to exchange it for other property; to lease the surface and subsurface of the Property; to execute and deliver oil, gas and other mineral leases for any term of years and for a term based on the continuing production of oil, gas, or other minerals from the Property, ending either before or after Grantor's death; and to invest and reinvest all proceeds from the sale or other disposition of the Property. This life estate carries with it the right to possess and consume all bonuses, delay rentals, royalties, and other benefits payable on any mortgage, sale, or conveyance under oil, gas and other mineral leases covering the Property at the inception of this life estate without any duty to the remainderman and without liability for waste.

Grantor further reserves the right to revoke or cancel this deed by further conveyance, even to Grantor, which may destroy any and all rights which Grantees may possess under this deed.

Grantees shall hold a remainder interest in the Property and upon the death of Grantor, if the Property has not been previously disposed of prior to Grantor's death, all right, title and interest to the Property remaining shall fully vest in Grantees, subject to such liens and encumbrances existing at that time.

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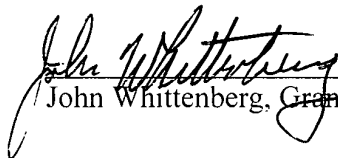
This conveyance is subject to the note and express vendor's lien and superior title retained in a deed dated April 12, 2013, and recorded in Volume 1196, Page 469, of the Official Records of Milam County, Texas, and additionally subject to a deed of trust dated April 12, 2013, from John Whittenberg and wife, Audrey Jo Whittenberg, to Val Walters, Trustee, and recorded in the Official Records of Milam County, Texas.

**Exceptions to Conveyance and Warranty:** Easements, rights-of-way, all presently recorded instruments including covenants and restrictions of record in the Deed to Grantor as recorded in the Milam County Deed Records.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property as set forth above, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantees and Grantees' heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantees and Grantees' heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

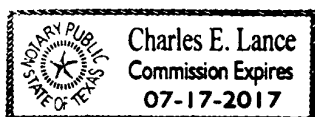
For the same Consideration, Grantor sells and transfers the Personal Property to Grantees and warrants and agrees to defend title to the Personal Property to Grantees and Grantees' successors and assigns against all lawful claims; said sale and transfer subject however to a reservation of the full possession, benefit and use of the Personal Property for the remainder of the life of Grantor, as a life estate. Grantor retains complete power, without the joinder of any person, to mortgage, sell and convey the Personal Property and to spend any proceeds or to exchange it for other property.


When the context requires, singular nouns and pronouns include the plural.

  
John Whittenberg, Grantor

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This General Warranty Deed was acknowledged before me on the 6<sup>th</sup> day of November, 2013, by John Whittenberg.



  
Notary Public, State of Texas



**NO TITLE OPINION AND/OR TITLE EXAMINATION WAS MADE BY THE DRAFTER OF THIS DEED.**

AFTER RECORDING RETURN TO:

Law Office of Charles E. Lance  
3613 Williams Drive, Suite 701  
Georgetown, Texas 78628

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.

FILED  
AT 10:20 O'CLOCK 7 M  
ON THE 9 DAY OF July  
A.D., 20 14

**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.



Barbara Vansa  
County Clerk, Milam County, Texas

VOL. 1230 PAGE 704

RECORDED 7-9-14 2:51 P

BY Linda Hall DEPUTY

Barbara Vansa  
COUNTY CLERK, MILAM COUNTY, TEXAS  
BY Linda Hall DEPUTY

46K6py

**VOL. 1230 PAGE 709  
OFFICIAL RECORDS  
MILAM COUNTY, TEXAS**

12005

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS )  
COUNTY OF MILAM )

WARRANTY DEED WITH VENDOR'S LIEN

DATE: August 11th, 2017

GRANTOR: John Whittenberg, a single man

GRANTOR'S MAILING ADDRESS: 1333 CR 414, Buckholts, Milam County, TX 76518

GRANTEE: Andrew Smith, a single man

GRANTEE'S MAILING ADDRESS: 3124 Jazz, Round Rock, Williamson County, TX 78664

**CONSIDERATION:**

Ten Dollars (\$10.00) cash and the execution and delivery by the Grantee herein of that one certain promissory vendor's lien note in the principal sum of One Hundred Twenty-Six Thousand Two Hundred and no/100 Dollars (\$126,200.00) payable to the order of Capital Farm Credit, FLCA, in installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust to Ben R. Novosad, Trustee.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

Tract One: Being 52.589 acres, more or less, out of the David Pevehouse Survey, A-287, and the Daniel Robertson Survey, A-49, Milam County, Texas, more particularly described by metes and bounds on Exhibit "A" consisting of 3 pages attached hereto and made a part hereof for all purposes.

Tract Two: Being 30' wide non-exclusive access easement out of the David Pevehouse Survey, A-287, and the Josiah Blackman Survey, A-105, Milam County, Texas, more particularly described by metes and bounds on Exhibit "B" consisting of 1 page attached hereto and made a part hereof for all purposes.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until said note described is fully paid according to its terms, at which time this deed shall become absolute.

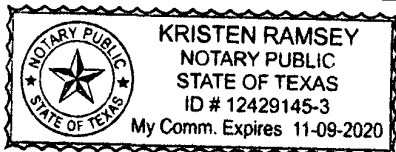
Capital Farm Credit, FLCA, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Capital Farm Credit, FLCA, and the same are hereby TRANSFERRED and ASSIGNED to said Capital Farm Credit, FLCA, without recourse on

Grantor.

When the context requires, singular nouns and pronouns include the plural.

No responsibility for validity of real estate title assumed by attorney preparing this instrument unless a written title opinion rendered.

EXECUTED this 11<sup>th</sup> day of August, 2017.



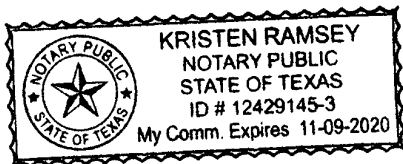
John Whittenberg  
John Whittenberg

ACCEPTED:

Andrew Smith  
Andrew Smith

STATE OF TEXAS  
COUNTY OF Milam

This instrument was acknowledged before me on the 11<sup>th</sup> day of August, 2017, by John Whittenberg.

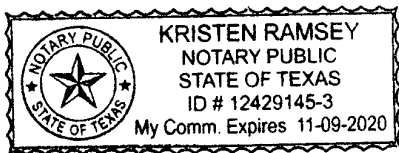


Kristen Ramsey  
Notary Public, State of Texas  
Notary's name (Printed):

Notary's commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF Milam

This instrument was acknowledged before me on the 11<sup>th</sup> day of August, 2017, by Andrew Smith.



Kristen Ramsey  
Notary Public, State of Texas  
Notary's name (Printed):

Notary's commission expires: \_\_\_\_\_

PREPARED IN THE LAW OFFICE OF:  
Mark M. Humble, Attorney at Law  
203 N. Houston  
Cameron, Texas 76520  
254/697-3454





In Re: 52.589 Acres  
Part of a called 172.156 Acre tract  
David Pevehouse Survey, Abstract No. 287  
Daniel Robertson Survey, Abstract No. 49  
Milam County, Texas

All that certain tract or parcel of land situated in Milam County, Texas, being a part of the David Pevehouse Survey, Abstract No. 287 and a part of the Daniel Robertson Survey, Abstract No. 49, being part of called 172.156 Acre tract conveyed from John Whittenberg to Cynthia Whittenberg Linardos and Thomas Glenn Whittenberg by Deed dated November 6, 2013 recorded in Volume 1230, Page 704 of the Official Records of Milam County, Texas and being more particularly described by metes and bounds as follows to wit:

**BEGINNING** at a point in the centerline of Alligator Creek, on the north line of a called 323 Acre tract (Third Tract) conveyed to James Gregory Wilson in Vol. 786, Pg. 111, at the southeast corner of a called 50 Acre tract conveyed to Mrs. Erwin Niemtschk, for the common southwest corner of the said 172.156 Acre tract and of this tract from which a found 5/8" iron rod (with red plastic cap marked "RPLS 5952") for reference bears N 16°55'37" E - 30 feet;

**THENCE** N 16°55'37" E - 1145.86 feet along the common line between the said 172.156 Acre tract and the said 50 Acre to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") for the northwest corner of this tract;

**THENCE** S 70°35'34" E - 1391.87 feet crossing the said 172.156 Acre tract for division to a set 1/2" iron rod (with red plastic cap marked "TRIAD RPLS 5952") on the common line between the said 172.156 Acre tract and a called 148.896 Acre tract conveyed to Dos Patos in Vol. 1136, Pg. 230, for the northeast corner of this tract;

**THENCE** along the common line between the said 148.896 Acre tract and the said 172.156 Acre tract for the following courses and distances:

S 12°19'29" W - 343.87 feet to a found 1/2" iron pipe for an interior ell corner of this tract;  
S 03°35'31" W - 194.07 feet to a found 5/8" iron rod (with red plastic cap marked "RPLS 5952") for an exterior ell corner of this tract;  
S 35°25'18" W - 40.25 feet to a found 5/8" iron rod (with red plastic cap marked "RPLS 5952") for an interior ell corner of this tract;

**Triad Surveying, Inc.**

Firm Registration No. 10007900

P.O. Box 1489

Rockdale, TX 76567

(512) 446-3457

EXHIBIT

Page

A  
of 3 Pages

Project No. S13-026

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MILAM COUNTY, TEXAS

S 22°13'44" W - 80.43 feet to a found 5/8" iron rod (with red plastic cap marked "RPLS 5952") for an interior ell corner of this tract;  
S 01°17'37" W - 48.35 feet to a found 5/8" iron rod (with red plastic cap marked "RPLS 5952") for an interior ell corner of this tract;  
S 12°16'09" E - 29.73 feet to a found 5/8" iron rod (with red plastic cap marked "RPLS 5952") for an interior ell corner of this tract;  
S 25°54'48" E - 35.82 feet to a found cotton spindle for an exterior ell corner of this tract;  
S 22°12'19" W - 56.29 feet to a found 3/8" iron pipe for an interior ell corner of this tract;  
S 12°41'30" E - 32.06 feet to a found 1/2" iron pipe at the southwest corner of the said 148.896 Acre tract, at the northwest corner of a called 2.325 Acre tract conveyed to John H. Stockton, Sr., et ux in Volume 576, Page 359, for an interior ell corner of this tract;

**THENCE** S 42°29'48" E - 45.96 feet along the common line between the said 2.325 Acre tract and the said Tract II to a point in the centerline of Alligator Creek, on the north line of a called 323 Acre tract (4. Third Tract) conveyed to James Gregory Wilson in Volume 786, Page 111, at the southwest corner of the said 2.325 Acre tract, for the common southeast corner of the said Tract II and of this tract from which a found 5/8" iron rod (with red plastic cap marked "RPLS 5952") for reference bears: N 42°29'48" W - 45.74 feet;

**THENCE** along the said centerline of Alligator Creek, the common line between the said 323 Acre tract and the said 172.156 for the following courses and distances:

S 74°48'27" W - 29.45 feet to a point for an interior ell corner of this tract;  
S 50°05'46" W - 88.04 feet to a point for an interior ell corner of this tract;  
S 24°07'30" W - 107.98 feet to a point for an interior ell corner of this tract;  
S 01°20'29" E - 144.80 feet to a point for an exterior ell corner of this tract;  
S 00°13'41" W - 111.08 feet to a point for an exterior ell corner of this tract;  
S 16°16'17" W - 128.80 feet to a point for an exterior ell corner of this tract;  
S 18°23'54" W - 67.18 feet to a point for an exterior ell corner of this tract;  
S 34°57'02" W - 39.46 feet to a point for an exterior ell corner of this tract;  
S 55°00'54" W - 32.26 feet to a point for an interior ell corner of this tract;  
S 02°53'16" E - 107.53 feet to a point for an interior ell corner of this tract;  
S 06°28'31" E - 32.99 feet to a point for an exterior ell corner of this tract;  
S 21°30'55" W - 117.31 feet to a point for an exterior ell corner of this tract;  
S 73°27'10" W - 65.82 feet to a point for an interior ell corner of this tract;  
S 65°17'23" W - 49.91 feet to a point for an exterior ell corner of this tract;  
S 83°16'49" W - 107.57 feet to a point for an interior ell corner of this tract;  
S 64°18'14" W - 74.09 feet to a point for an exterior ell corner of this tract;  
N 71°34'35" W - 131.35 feet to a point for an exterior ell corner of this tract;  
N 52°26'30" W - 146.63 feet to a point for an interior ell corner of this tract;  
S 27°27'28" W - 45.60 feet to a point for an exterior ell corner of this tract;  
S 75°29'24" W - 59.83 feet to a point for an exterior ell corner of this tract;

**Triad Surveying, Inc.**

Firm Registration No. 10007900

P.O. Box 1489

EXHIBIT A Rockdale, TX 76567

Page 2 of 3 Pages (512) 446-3457

Project No. S13-026

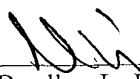
VOL. 1316 PAGE 174  
OFFICIAL RECORDS  
MILAM COUNTY, TEXAS


S 89°40'38" W - 77.10 feet to a point for an interior ell corner of this tract;  
S 84°15'16" W - 84.02 feet to a point for an exterior ell corner of this tract;  
N 56°14'32" W - 90.40 feet to a point for an interior ell corner of this tract;  
N 74°12'27" W - 59.06 feet to a point for an exterior ell corner of this tract;  
N 15°44'51" W - 43.56 feet to a point for an exterior ell corner of this tract;  
N 28°50'07" E - 135.96 feet to a point for an interior ell corner of this tract;  
N 25°59'14" E - 130.02 feet to a point for an interior ell corner of this tract;  
N 19°51'58" E - 141.83 feet to a point for an interior ell corner of this tract;  
N 15°25'08" E - 106.19 feet to a point for an exterior ell corner of this tract;  
N 51°47'18" E - 110.09 feet to a point for an interior ell corner of this tract;  
N 18°13'42" E - 88.97 feet to a point for an interior ell corner of this tract;  
N 47°27'37" W - 77.26 feet to a point for an interior ell corner of this tract;  
N 50°21'19" W - 188.52 feet to a point for an exterior ell corner of this tract;  
N 04°05'31" W - 88.00 feet to a point for an exterior ell corner of this tract;  
N 00°24'10" E - 114.97 feet to a point for an interior ell corner of this tract;  
N 32°23'25" W - 102.77 feet to a point for an interior ell corner of this tract;  
N 54°50'54" W - 66.85 feet to a point for an interior ell corner of this tract;  
N 70°36'00" W - 95.80 feet to a point for an interior ell corner of this tract;  
N 73°14'22" W - 100.45 feet to a point for an interior ell corner of this tract;  
S 25°09'26" W - 90.83 feet to a point for an exterior ell corner of this tract;  
S 51°02'14" W - 70.26 feet to a point for an exterior ell corner of this tract;  
S 79°51'17" W - 78.04 feet to a point for an exterior ell corner of this tract;  
N 79°29'13" W - 0.54 feet to a **POINT OF BEGINNING** containing within these metes  
and bounds 52.589 Acres of land.

Bearings are based on the Texas State Plane Coordinate system of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 26th day of June, 2017.

  
Bradley L. Lipscomb, RPLS



Triad Surveying, Inc.  
Firm Registration No. 10007900  
P.O. Box 1489  
Rockdale, TX 76567  
(512) 446-3457

EXHIBIT A  
Page 3 of 3 Pages

Project No. S13-026

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MILAM COUNTY, TEXAS



In Re: Centerline Description of a  
3268.09' Long (30' Wide)  
2.251 Acres Access & Utility Easement  
A Part of a called 172.156 Acre tract  
David Pevehouse Survey, Abstract No. 287  
Josiah Blackman Survey, Abstract No. 105  
Milam County, Texas

All that certain tract or parcel of land situated in Milam County, Texas, being a part of David Pevehouse Survey, Abstract No. 29, and the Josiah Blackman Survey, Abstract No. 105, being a part of a called 172.156 Acre tract conveyed from John Whittenberg to Cynthia Whittenberg Linardos, et al by deed dated November 6, 2013, recorded in Volume 1230, Page 704 of the Official Records of Milam County, Texas and being more particularly described by metes and bounds as follows to wit:

(Easement area to lie 15 feet on either side of the below described centerline.)

**COMMENCING** at a found ½" iron rod (with red cap marked "TRIAD RPLS 5952") at the northwest corner of the said 172.156 Acre tract, on the east line of a called 52.55 Acre tract conveyed to Erwin Stephen Niemtschk in Vol. 397, Pg. 89, at the southwest corner of a called 38.488 Acre tract conveyed to Charles R. Murrell, Jr., et al in Vol. 1154, Pg. 712, ;

**THENCE** S 17°56'29" E - 808.26' along the common line between the said 52.55 Acre tract and a called 50 Acre tract (North) conveyed to Mrs. Erwin Niemtschk, respectively, and the said 172.156 Acre tract, the east Right-of-Way line of County Road 441, to a set ½" iron rod (with red cap marked "TRIAD RPLS 5952") for the **POINT OF BEGINNING** of this easement;

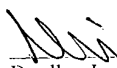
**THENCE** entering the said 172.156 Acre tract for the following courses and distances:

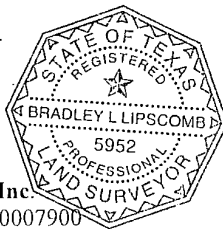
S 46°43'47" E - 372.09 feet to a set ½" iron rod (with red cap marked "TRIAD RPLS 5952");  
S 09°57'27" E - 996.03 feet to a set ½" iron rod (with red cap marked "TRIAD RPLS 5952");  
S 07°51'19" E - 280.61 feet to a set ½" iron rod (with red cap marked "TRIAD RPLS 5952");  
S 05°01'39" E - 543.55 feet to a set ½" iron rod (with red cap marked "TRIAD RPLS 5952");  
S 89°38'24" W - 216.25 feet to a set ½" iron rod (with red cap marked "TRIAD RPLS 5952");  
S 09°23'01" E - 859.56 feet to a set ½" iron rod (with red cap marked "TRIAD RPLS 5952") to the **POINT OF TERMINATION** of this easement for Access and Utility Easement Only.

Bearings are based on the Texas State Plane Coordinate System of 1983, Texas Central Zone.

I, Bradley L. Lipscomb, Registered Professional Land Surveyor No. 5952 in the State of Texas, do hereby certify that this survey was performed on the ground under my supervision and that the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 26<sup>th</sup> day of June, 2017.

  
Bradley L. Lipscomb RPLS



Triad Surveying, Inc.  
Firm Registration No. 10007900  
P.O. Box 1489  
Rockdale, TX 76567  
(512) 446-3457

EXHIBIT B  
Page 1 of 1 Pages

Project No. S13-026

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.

FILED  
AT 9:30 O'CLOCK A M  
ON THE 18 DAY OF August  
A.D., 20 17

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.



Barbara Vansa  
County Clerk, Milam County, Texas

VOL. 1316 PAGE 171

RECORDED 8-18-17  
BY Allynn D. Hulse DEPUTY

Barbara Vansa  
COUNTY CLERK, MILAM COUNTY, TEXAS  
BY Linda Hall DEPUTY

VOL. 1316 PAGE 176  
OFFICIAL RECORDS  
MILAM COUNTY, TEXAS

461K6Pp



## SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2019

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

119.567 Ac @ 1333 CR 414  
Buckholts, Tx 76518

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 X is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? July 18, 2021 (approximate date) or never occupied the Property \* Seller's Father

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			X
Carbon Monoxide Det.			X
Ceiling Fans	X		
Cooktop	X		
Dishwasher	X		
Disposal			X
Emergency Escape Ladder(s)		X	
Exhaust Fans	X		
Fences	X		
Fire Detection Equip.			X
French Drain			X
Gas Fixtures			X
Natural Gas Lines			X

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

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

Item	Y	N	U	Additional Information
Central A/C	X			<u>electric</u> gas number of units: <u>1</u>
Evaporative Coolers		X		number of units:
Wall/Window AC Units	X			number of units: <u>1</u>
Attic Fan(s)			X	if yes, describe:
Central Heat	X		?	<u>electric</u> gas number of units: <u>1</u>
Other Heat		N		if yes, describe:
Oven	X			number of ovens: <u>1</u> <u>electric</u> gas other:
Fireplace & Chimney		X		wood gas logs mock other:
Carport	X			<u>X</u> attached not attached
Garage		X		attached not attached
Garage Door Openers		X		number of units: number of remotes:
Satellite Dish & Controls		X		owned leased from:
Security System		X		owned leased from:
Solar Panels		X		owned leased from:
Water Heater	X			<u>electric</u> gas other: number of units: <u>1</u>
Water Softener		X		owned leased from:
Other Leased Items(s)		X		if yes, describe:

(TXR-1406) 09-01-19

Initialed by: Buyer: \_\_\_\_\_ and Seller: SW

Page 1 of 6



Concerning the Property at \_\_\_\_\_

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	automatic	manual	areas covered:
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: \_\_\_ city \_\_\_ well \_\_\_ MUD \_\_\_ co-op \_\_\_ unknown ☒ other: SW Milam Water Supply  
Was the Property built before 1978? ☒ yes \_\_\_ no \_\_\_ unknown

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

Roof Type: Composition Shingle Age: 1/2 of roof < 3 yrs / 1/2, unknown (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): Central A/C & Heat

**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		<input checked="" type="checkbox"/>	Floors	<input checked="" type="checkbox"/>		Sidewalks		<input checked="" type="checkbox"/>
Ceilings	<input checked="" type="checkbox"/>		Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures	<input checked="" type="checkbox"/>		Other Structural Components		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<input checked="" type="checkbox"/>			

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

Pier & Beam Foundation Settling causing cracks in sheet rock  
Kitchen ceiling fan light fixture not attached. Rotted Floor section in washroom

**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		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Settling	<input checked="" type="checkbox"/>	
Diseased Trees: oak wilt		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event	<input checked="" type="checkbox"/>	
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>	Wetlands on Property		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Foundation Repairs		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>
Previous Roof Repairs	<input checked="" type="checkbox"/>		Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Previous Other Structural Repairs		<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>			



Concerning the Property at \_\_\_\_\_

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

Roofing contractor left roof open during install of new shingles. Rain storm damaged ceiling sheetrock

\*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 conditions?\* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ☒ Present flood insurance coverage (if yes, attach TXR 1414).
- ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☒ Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- ☒ Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- ☒ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO, AH, VE, or AR) (if yes, attach TXR 1414).
- ☒ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☒ Located ☐ wholly ☐ partly in a floodway (if yes, attach TXR 1414).
- ☒ Located ☐ wholly ☐ partly in a flood pool.
- ☒ Located ☐ wholly ☐ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary):

drainage /creek on West side of property subject to periodic floods

\*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Concerning the Property at \_\_\_\_\_

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?\* yes X no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes X no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

N Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

N 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.

N 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: \_\_\_\_\_

N Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

N Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

N Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

N Any condition on the Property which materially affects the health or safety of an individual.

N 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).

N Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

The Property is located in a propane gas system service area owned by a propane distribution system retailer.

N Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_



Concerning the Property at \_\_\_\_\_

Section 9. Seller ☐ has ☒ has not attached a survey of the Property.

Section 10. 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 11. 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 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ☐ yes ☒ no

Section 13. 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 14. 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: Glenn Whittenberg Date: Jan 17 2022 Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Glenn Whittenberg Printed Name: \_\_\_\_\_



Concerning the Property at \_\_\_\_\_

**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 <https://publicsite.dps.texas.gov/SexOffenderRegistry>. 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 the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: Bastlett Electric Coop

phone #: 254-527-3551

Sewer: n/a

phone #:

Water: Southwest Milam Water Supply

phone #: 512-446-2604

Cable: n/a

phone #:

Trash: Dillo Disposal Service

phone #: 979-596-2130

Natural Gas: n/a

phone #:

Phone Company: n/a

phone #:

Propane: n/a

phone #:

Internet: n/a

phone #:

- (7) 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.

Glenn Whittenberg

Jan 17, 2022

Signature of Buyer

Date

Signature of Buyer

Date

Printed Name: Glenn Whittenberg

Printed Name: \_\_\_\_\_



APPROVED BY THE TEXAS REAL ESTATE COMMISSION  
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION  
ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT

119.567 Ac @ 1333 CR 414

Buckholts

(Street Address and City)

- A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

**NOTICE:** Inspector must be properly certified as required by federal law.

**B. SELLER'S DISCLOSURE:**

1. **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS** (check one box only):  
☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): \_\_\_\_\_  
☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. **RECORDS AND REPORTS AVAILABLE TO SELLER** (check one box only):  
☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): \_\_\_\_\_  
☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. BUYER'S RIGHTS** (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.  
☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

**D. BUYER'S ACKNOWLEDGMENT** (check applicable boxes):

- ☐ 1. Buyer has received copies of all information listed above.  
☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

**E. BROKERS' ACKNOWLEDGMENT:** Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

**F. CERTIFICATION OF ACCURACY:** The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller

Thomas Glenn Whittenberg

Date

01/17/22

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller

Cynthia Linardos

Date

Other Broker \_\_\_\_\_ Date \_\_\_\_\_

Listing Broker

Date

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-938-3000 (<http://www.trec.texas.gov>)

(TXR 1906) 10-10-11

TREC No. OP-L





## INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc., 2004

119.567 Ac @ 1333 CR 414  
Buckholts, Tx 76518

### CONCERNING THE PROPERTY AT

#### A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: ☒ Unknown
- (3) Approximate Location of Drain Field or Distribution System: ☒ Unknown
- (4) Installer: ☒ Unknown
- (5) Approximate Age: ☒ Unknown

#### B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No  
If yes, name of maintenance contractor: \_\_\_\_\_  
Phone: \_\_\_\_\_ contract expiration date: \_\_\_\_\_  
*Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)*
- (2) Approximate date any tanks were last pumped? Unknown
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No  
If yes, explain: \_\_\_\_\_
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No

#### C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:  
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed  
☐ maintenance contract ☐ manufacturer information ☐ warranty information
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.



Information about On-Site Sewer Facility concerning

**D. INFORMATION FROM GOVERNMENTAL AGENCIES:** Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

 01/17/22  
 Signature of Seller Date  
 Thomas Glenn Whittenberg

\_\_\_\_\_  
 Signature of Seller Date  
 Cynthia Linardos

Receipt acknowledged by:

\_\_\_\_\_  
 Signature of Buyer Date

\_\_\_\_\_  
 Signature of Buyer Date



## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

#### TEXAG REAL ESTATE SERVICES, INC.

Licensed Broker /Broker Firm Name or  
Primary Assumed Business Name

**LARRY D. KOKEL**

Designated Broker of Firm

**368153**

License No.

**info@texag.com**

Email

**(512)930-5258**

Phone

**0216754**

License No.

**info@texag.com**

Email

**(512)930-5258**

Phone

Licensed Supervisor of Sales Agent/  
Associate

License No.

Email

Phone

Sales Agent/Associate's Name

License No.

Email

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)