### **Required Language for a Title Insurance Commitment Cover Letter**

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Our company's right to access and use Title Data's title plants is governed by the Subscription Agreement(s) we have with Title Data, which restricts who can receive and/or use a title insurance commitment, which is based in whole or in part, upon Title Data's records and information. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

## This Title Insurance Commitment should not be re-distributed without first confirming with the issuing agent what is permissible under the terms of their Subscription Agreement with Title Data.



### **TEXAS TITLE INSURANCE INFORMATION**

	El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.
insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to	El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling National Investors Title Insurance Company at 1-877-256-8098 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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



### **DELETION OF ARBITRATION PROVISION**

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

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

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

#### THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE



# **National Investors Title Insurance Company**

P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687 (919) 968-2200 • www.invtitle.com

We (National Investors Title Insurance Company) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Patten Title Company 333 East Highway 290 Ste 375 Dripping Springs, TX 78620 (737) 241-1544

Authorized Issuing Agent

## National Investors Title Insurance Company

Attest:



Secretary

President

#### CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



#### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call National Investors Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-256-8098

You may also write to National Investors Title Insurance Company at:

> 3445 Executive Center Dr. Suite 110 Austin, TX 78731

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 12030 Austin, TX 78711-2030 Fax: (512) 490-1007 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact National Investors Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de National Investors Title Insurance Company's para informacion o para someter una queja al:

#### 1-877-256-8098

Usted tambien puede escribir a National Investors Title Insurance Company:

#### 3445 Executive Center Dr. Suite 110 Austin, TX 78731

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 12030 Austin, TX 78711-2030 Fax: (512) 490-1007 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con National Investors Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Texas Commitment for Title

28 TAC § 1.601(a)(3)

P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687 919.968.2200 | invtitle.com

#### SCHEDULE A

Effective Date: 07/13/2023 at 8:00 AM

GF No.: 8993-23-36481TB

Commitment No.8993-23-36481TB, issued 19th day of July, 2023

- 1. Policy or Policies to be issued:
  - Owner's Policy of Title Insurance (Form T-1) (Not applicable for improved one-to-four family residential real estate) Policy Amount: \$
     PROPOSED INSURED:
  - b. Texas Residential Owner's Policy of Title Insurance One-to-Four Family Residences (T-1R) Policy Amount: \$1,450,000.00 PROPOSED INSURED: T B D
  - c. Loan Policy of Title Insurance (Form T-2) Policy Amount: \$1,450,000.00 PROPOSED INSURED: N/A, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
     Proposed Borrower: T B D
  - Texas Short Form Residential Loan Policy of Title Insurance (Form T-2R) Policy Amount: \$ PROPOSED INSURED: Proposed Borrower:
  - e. Loan Title Policy Binder on Interim Construction Loan (Form T-13) Policy Amount: \$ PROPOSED INSURED: Proposed Borrower:
  - f. OTHER Policy Amount: \$ PROPOSED INSURED:
- 2. The interest in the Land covered by this Commitment is: fee simple
- 3. Record title to the Land on the Effective Date appears to be vested in:

LARRY K. SANDERS and spouse, DARLENE J. SANDERS

4. Legal Description of Land:

Tract 2A-1, of REPLAT OF LOTS 2A & 2B, REPLAT OF TRACT 2 OF PANTHER CREEK, AMENDED PLAT, a Subdivision in Hays County, Texas, according to the map or plat thereof recorded in Instrument No. 23025255, of the Plat Records of Hays County, Texas. Countersigned:

Authorized Issued Agent Eric Fontanot, License #: 879432 Patten Title Company

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#### SCHEDULE B EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below:

Volume 7, Page 309, amended in Volume 7, Page 361 and Volume 16, Page 395, of the Plat Records of Hays County, Texas and in Instrument No. 23025255, of the Plat Records of Hays County, Texas and in Volume 1286, Page 153, Volume 1317, Page 184, Volume 1377, Page 167, Volume 4431, Page 755, Volume 4453, Page 766, of the Official Public Records of Hays County, Texas.

Omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States or (b) relates to the handicap but does not discriminate against handicapped persons.

- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
- 4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

- 5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
- 6. The terms and conditions of the documents creating your interest in the land.

- Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
- 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
- 9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. Rights of parties in possession. (Owner's Title Policy)
  - b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

- c. Subject to any visible or apparent easement(s) over, under or across subject property.
- d. Any and all unrecorded leases and/or rental agreements, with rights of tenants in possession.
- e. Building set-back line(s) 150 feet in width along the front property line(s), as shown by the recorded plat of said subdivision and as set forth in instrument filed for record in Volume 1286, Page 153, of the Official Public Records of Hays County, Texas.
- f. Public utility easement(s) 20 feet in width along the front property line(s), as shown by the recorded plat of said subdivision.
- g. Building set-back line(s) 100 feet in width along the northerly (side) and rear property line(s), as shown by the recorded plat of said subdivision and as set forth in instrument filed for record in Volume 1286, Page 153, of the Official Public Records of Hays County, Texas.
- h. Public utility easement(s) 10 feet in width along the northerly (side) and rear property line(s), as shown by the recorded plat of said subdivision.
- i. Two public utility easement(s) 10 feet in width traversing across the southerly portion of the subject property, as shown by the recorded plat of said subdivision. (To be abandoned per plat)
- j. Sanitary control easement(s) with a 100 foot radius located on the subject property, as shown by the recorded plat of said subdivision.
- k. Unless otherwise shown hereon the following public utility easements shall apply: 10' along rear and side property lines
  20' along front property lines
  , as shown by the recorded plat of said subdivision. (Per Note 21)
- 1. There is reserved unto the declarant a one foot easement located inside of and contiguous to the perimeter of the subdivision for precluding and prohibiting access to the property by adjoining property owners as noted on the plat recorded in Volume 7, Page 361, of the Plat Records of Hays County, Texas.
- m. Terms, conditions and stipulations contained in that certain Easement Agreement, as set forth by instrument recorded January 29, 2013, under Hays County Clerk's File No.(s) 2013-13003307.
- n. Building setback lines as set out in the restrictions recorded in Volume 1286, Page 153 and amended

in Volume 1317, Page 184, of the Official Records of Hays County, Texas.

- o. Easement rights as reserved in restriction as recorded in Volume 1286, Page 153 and amended in Volume 1317, Page 184, of the Official Records of Hays County, Texas.
- p. An easement granted to Pedernales Electric Cooperative, Inc. As provided, as set forth and described by instrument filed for record in Volume 1292, Page 782, of the Official Public Records of Hays County, Texas.
- q. An easement granted to General Telephone Co., as set forth and described by instrument filed for record in Volume 700, Page 630, of the Real Property Records of Hays County, Texas.
- r. One (1') foot easement reserved by Declarant, James S. Ernst, to preclude and prohibit access to the property by adjoining owners as set forth in the Restrictions recorded in Volume 1286, Page 153, Hays County Official Public Records, and as shown on the plat of Panther Creek recorded in Volume 7, Page 309, Hays County Plat Records.
- s. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument(s) filed for record in Volume 1261, Page 248, of the Deed Records of Hays County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- t. Lease(s) for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in instrument(s) filed for record in Volume 359, Page 517, of the Contract/Deed Records of Hays County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
- u. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- v. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
- w. Terms, conditions and stipulations contained in that certain Affidavit to the public for onsite sewer waste facilities, as set forth by instrument filed for record under Hays County Clerk's File No.(s) 9817854.
- x. Terms, conditions and stipulations contained in that certain Affidavit to the public for onsite sewer waste facilities, as set forth by instrument filed for record in Volume 2748, Page 862, of the Official Public Records of Hays County, Texas.
- y. Assessments and/or maintenance charges, as set forth in instrument filed for record in Volume 1286, Page 153 amended in Volume 1317, Page 184, of the Official Public Records of Hays County, Texas.
- z. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner's and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of Hays County, Texas, prior to the date hereof.

Owner's Policy(ies) Only: Liability hereunder at the date hereof is limited to \$\_\_\_. Liability shall

increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

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#### SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

- 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- 2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- 3. You must pay the seller or borrower the agreed amount for your property or interest.
- 4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
- 5. Deed of Trust dated July 16, 2020, filed for record under Hays County Clerk's File No.(s) 20029961, executed by LARRY K SANDERS and DARLENE J SANDERS, husband and wife, to BLACK, MANN & GRAHAM, LLP, Trustee(s), and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby, securing one promissory note of even date therewith in the principal amount of \$324,000.00, payable as therein provided to the order of MERS, as nominee for PLAZA HOME MORTGAGE INC..
- 6. NOTE TO SELLER AND BUYER:

Restrictive covenants and/or other documents that appear as exceptions to the coverage ("Exception Documents") in this Commitment will not be provided automatically. If Exception Documents are needed, the company requires written request be submitted to the Title Agent; and must identify the specific document(s) needed and a valid email address be provided for delivery of said requested documents. Upon receipt of written request, Title Agent will perform reasonable efforts to comply with said request and include an invoice which may be charged to the Buyer at time of closing or deducted from the earnest money if the sales agreement/contract should terminate or fail to close.

7. In an effort to further protect the interest of the buyer, Patten Title Company will be issuing the T19.1 Endorsement on the Owners Title Policy upon review of an adequate survey of the property. If you would like more information about the protection T19.1 provides, or to opt out of the coverage, please contact your closing team. 8. For informational purposes only; the following deed(s) affecting said Land were recorded within twentyfour (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded on April 15, 2002, in Volume 1981, Page 882, of the Official Public Records of Hays County, Texas, wherein the grantee acquired subject property.

Prior Deed(s) found of record affecting the Land was/were recorded under Hays County Clerk's File No.(s) 9708011.

#### COMMITMENT FOR TITLE INSURANCE SCHEDULE D

G.F. No. or File No.: 8993-23-36481TB

Effective Date: January 1, 2021

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

National Investors Title Insurance Company is a wholly owned subsidiary of Investors Title Company.

- Directors: J. Allen Fine, James A. Fine, Jr.; W. Morris Fine; C. Todd Murphy; L. Dawn Martin
- Officers: J. Allen Fine, Chairman and CEO; W. Morris Fine, President and COO; Patrick Opela, SVP and Texas Operations; James A. Fine, Jr., EVP and CFO; C. Todd Murphy, SVP and Treasurer; Mike Aiken, SVP and Secretary; Daniel Minto, SVP

#### 2.

- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium: Patten Title, LP., BJ Wheeler Family, LLC
- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium: Silver Ball, LLC, Eric Fontanet, Patrick Hurst, Tiffeny Stillwell, Brian Adeir

Silver Ball, LLC, Eric Fontanot, Patrick Hurst, Tiffany Stillwell, Brian Adair

- (c) The following is a list of its officers and directors: Eric Fontanot, President, Secretary, and Treasurer
- 3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium<sup>\*</sup> is:

Owners Policy	\$7,524.00
Loan Policy	\$100.00
Endorsement Charges	\$426.20
Other	\$
Total	\$8,050.20

Of this total amount: <u>\$1,207.53 (or 15%)</u> will be paid to the policy issuing Title Insurance Company; <u>\$6,842.67 (or 85%)</u> will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount To Whom

For Services

\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final

determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

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



121 North Columbia Street (27514) P.O. Drawer 2687 Chapel Hill, North Carolina 27515-2687

919.968.2200, 800.326.4842 Rev. Fax: 919.968.2227 Email: corporate@invtitle.com www.invtitle.com

## 9/2011

### **Investors Title Company Privacy Statement**

#### WHAT DOES INVESTORS TITLE COMPANY DO WITH YOUR FACTS PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

	The types of personal information we collect and share depend on the product or service you have with
	us. This information can include:
	Social Security number and transaction history
What?	purchase history and mortgage rates and payments
checking account information and wire transfer instructions	
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.

How?		All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their
		customer's personal information; the reasons Investors Title Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Investors Title Company share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> such as to process your transactions, maintain your account(s), respond to court orders and legal	Yes	No
investigations, or report to credit bureaus For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	We don't share

**Questions?** 

Call 800-326-4842 or go to www. invtitle.com

Who we are	
Who is providing this notice?	Investors Title Company, Investors Title Insurance Company, National Investors Title Insurance Company, Investors Trust Company*
What we do	
How does Investors Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We will continue to enhance our physical, electronic and procedural safeguards as new technologies become available.
How does Investors Title Company collect my personal information?	<ul> <li>We collect your personal information, for example, when you:         <ul> <li>open an account or apply for insurance</li> <li>file a claim or provide your mortgage information</li> <li>show your government issued ID</li> </ul> </li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>
Why can't I limit all sharing?	Federal law gives you the right to limit only: sharing for affiliates' everyday business purposes -information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with an Investors Title name; financial companies such as Investors Title Insurance Company; and nonfinancial companies such as Investors Title Management Services, Inc.		
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Investors Title Company does not share with nonaffiliates so they can market to you.		
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Investors Title Company does not jointly market.		

### **Other Important Information**

\*This notice also applies to Investors Title Exchange Corporation, Investors Title Accommodation Corporation, Investors Title Management Services, Inc., and Investors Title Capital Management Company. Investors Title Company may disclose information to Nonaffiliates as permitted by law.