

COMMITMENT FOR TITLE INSURANCE

Issued By

Stewart Title Guaranty Company

SCHEDULE A

Effective Date: April 15, 2024, 8:00 am

Commitment No. _____, issued May 7, 2024

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED: **TBD**
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower: **TBD**
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
ESTATE OF PHYLLIS YVONNE SAVAGE
4. Legal description of the land:
All of the Northwest one-fourth of Section No. 64, Block B-2, Certificate No. 1/804 issued to S. & F. , Original Grantee, in Swisher County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

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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, attorneys' fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety 'shortages in area'.**
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 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 **2024**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (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 policy only)**
 - b. **Subject to the rules and regulations of the High Plains Underground Water Conservation District No. 1**
 - c. **"All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing 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"**
 - d. **Subject to additional roll back taxes pursuant to Section 23.55 of the Texas Tax Code and abuse of granted exemption as defined in Section 11.43 of the Texas Tax Code paragraph (i). (Owner's Policy Only)**
 - e. **Any visible or apparent roadway or easement over or across the subject property, the existence of which does not appear of record.**
 - f. **Any and all unrecorded agreements, contract, leases and rights of parties therein. (Owner's Policy Only)**
 - g. **Right-of-way in favor of Clarence Savage and L. E. Savage dated September 11, 2023, from J. A. Savage, recorded in Volume 120, page 262, Deed Records of Swisher County, Texas.**
 - h. **Right-of-way in favor of W. L. Hinton dated January 31, 1957, from J. A. Savage, recorded in Volume 140, page 114, Deed Records of Swisher County, Texas.**
 - i. **Right-of-way from Clarence R. Savage and Phyllis Yvonne Savage to Pioneer Natural Gas Company dated December 6, 1968, recorded in Volume 193, page 516, Deed Records of Swisher County, Texas.**

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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, subcontractors, 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. The pending temporary administration of the Estate of Phyllis Yvonne Savage in Cause No. 4471 in the County Court of Swisher County, Texas, did not specify the term of the temporary administration, such temporary administration is more than 180 days old and it did not specifically describe the property and the terms of the sale. The Company requires an administration of the Estate of Phyllis Yvonne Savage be filed in compliance with the Texas Estates Code. Upon receiving letters of administration, the Company requires that the administrator file an application to sell real property pursuant to Section 356.251 and Section 356.252 of the Texas Estates Code and obtain a court order for the sale of the property pursuant to Section 356.256 of the Texas Estates Code. The Company requires that the Court confirm the sale and that the deed refer to the order confirming the sale. We reserve the right to make additional requirements after reviewing the documents.
6. If the property is to be sold at public auction, the Company requires that the personal representative comply with the requirements of Subchapter I. of the Texas Estates Code. We reserve the right to make additional requirements after reviewing the documents.
7. **NOTICE TO CLOSING AGENT:** This Commitment is issued solely for the purpose of furnishing title evidence in connection with issuance of a directly-issued ("Home Office Issue") Policy. Notwithstanding any provision hereof to the contrary, neither the issuing agent nor the title insurance company named herein will have any obligation to issue a Policy pursuant to this Commitment. As a condition for such use, Guaranty Abstract Company requires compliance with Procedural Rule P-24, Basic Manual of Rules, Rates and Forms (Texas Department of Insurance). If this Commitment is used for such purpose, a legible complete copy of each directly-issued Policy must be furnished to the above-mentioned title insurance agent no later than thirty (30) days after the date of the Policy, as required by TEX. INS. CODE Sec. 2704.003 and Procedural Rule P-26, Basic Manual. This file should be dated prior to closing and/or recording.
8. **NOTICE:** The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your rights to

sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instruction. Applies to Mortgage Policy Only.

9. **NOTE TO ALL BUYERS, LENDERS AND ALL PARTIES HAVING A VESTED INTEREST IN THE TRANSACTION COVERED BY THIS COMMITMENT:** The Texas Department of Insurance Procedural Rule P-27 requires that "GOOD FUNDS" be received and deposited before a title agent may disburse from its trust fund/escrow account, "GOOD FUNDS" is defined as: (1) cash or wire transfers; (2) certified checks, cashier's checks and teller's checks as further described in definition "A. 1. b, c, d" of said Rule; (3) uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; (4) uncertified funds in amounts of \$1,500.00 or more, drafts, and any other items when collected by the financial institution; (5) State of Texas warrants; (6) United States Treasury Checks; (7) checks drawn on a bank or savings and loan association insured by the FDIC or FSLIC and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed immediately available funds procedure agreement; (8) checks by City and County governments located in the State of Texas.
10. **BEGINNING JANUARY 1, 2004:** The Texas Title Insurance Guaranty Association ("Association") has implemented a Guaranty Fee effective January 1, 2004, pursuant to Article 9.48, Section 6(a) of the Texas Insurance Code. The Guaranty Fee will be the amount of \$2.00 for each Owner Policy of Title Insurance and Mortgage Policy of Title Insurance. This fee must be collected and remitted to Guaranty Abstract Company, in addition of the collection of the Title Premium.
11. **BEGINNING JANUARY 1, 2004:** All deeds, mortgages and deeds of trust must include the following privacy notice on the front page of the document: "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."
12. **CLOSING OF LOANS: WE REQUIRE** a copy of the HUD-1 Settlement Statement with copies of all disbursements, Affidavit of Debts and Liens executed by seller, Waiver of inspection executed by buyer, a copy of the note and Deed of Trust, if applicable. Tax Certificates secured from taxing entities will be paid for by seller.

NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the company to require arbitration if the amount of insurance is \$2,000,000.00, or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. (APPLIES TO T-1 AND T-2 POLICIES ONLY)