



**COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Effective Date: October 24, 2024

GF No.:

Commitment No. 2024285A, issued November 4, 2024, 08:00 AM

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: \$0.00

PROPOSED INSURED: This Commitment is issued solely for the purpose of providing title evidence for issuance of a directly-issued Policy. See Schedule C.

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

- f. OTHER

Policy Amount:

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Irene James

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(Continued)

4. Legal description of land:

TRACT 1: All of the North 242.561 acres of the West part of Section 209, Block M-9, J H Gibson Survey, Cert No. 220, Armstrong County, Texas Abstract No 190, described as follows:

BEGINNING at a 1" iron pipe 8" under the surface of the County Road, the Northwest corner of Section No 209, Block M-9;

THENCE South 89°59'45" East along the North line of this section 945.94 varas to a point;

THENCE South 00°15'45" West at 11.0 varas to a 1-3/4" brass cylinder, at 1143.65 varas to a 1" iron pipe, the Southeast corner of this survey;

THENCE North 89°57'05" West 953.54 varas to a 1" iron pipe in the West line of this section;

THENCE North 00°33'15" East 1443.0 varas to the Beginning.

TRACT 2: All of the Southwest Quarter of Section 210, Block M-9, Certificate 220, J H Gibson Survey, Armstrong County, Texas, Abstract No 1624.

TRACT 3: 117 acres on the East side of Section 187, Block M-9, Certificate No 0/239, John H Gibson Survey, Abstract No 936, Armstrong County, Texas, described as follows:

BEGINNING at a 3/8" iron rod in line with a fence line 30 feet to the North and East side of a road to the South, the Northeast corner of Section No 187, Block M-9;

THENCE South 00°23'10" West 1917.30 varas to a 1" iron pipe 8" under the surface of a graded road and 2 feet East of a fence line to the North, the Northwest corner of Section No 209;

THENCE South 89°59'50" West along the South line of Section No 187 a distance of 344.53 varas to a point;

THENCE North 00°15'25" East at 10.8 varas a 1" iron pipe, at 1906.24 varas a 1" iron pipe, at 1917.04 varas to a point in the North line of Section No 187;

THENCE North 89°57'25" East along the said North line 344.53 varas to the Beginning.

TRACT 4: Section No 187, Block M-9, Original Grantee, John H Gibson, Certificate No 0/239, 214.057 acres in Randall County, Texas and 306.627 acres in Armstrong County, Texas, described as follows:

BEGINNING at the Southwest corner of Section No 187, Block M-9;

THENCE North 00°42'10" East along the West line of this section 1916.08 varas to its Northwest corner;

THENCE North 89°57'25" East along the North line of this section at 636.9 varas the Armstrong -Randall county line at 1526.33 varas a 3/8" iron rod, the Northeast corner of this survey;

THENCE South 00°15'25" West at 10.8 varas a 1-1/4" iron pipe at 1906.24 varas a 1" iron pipe, at 1917.04 varas the South line of this section at the Southeast corner of this survey;

THENCE South 89°59'50" West along the South line of this Section, at 916.82 varas the County line, at 1541.22 varas to the Beginning.

Note: The Company is prohibited from insuring the area or quantity of the 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

SCHEDULE A
(Continued)

does not override Item 2 of Schedule B hereof.

SCHEDULE B

Commitment No.:

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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:~~
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 2025, 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 2025, 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.)

SCHEDULE B

(Continued)

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:
 - a. Rights of parties in possession (owner's policy).
 - b. Right-of-way easements and grants of record or in place, including but not limited to the following:
 1. Right of Way dated December 6, 1936 executed by John Littlefield and wife Iva Lee Littlefield to Armstrong County filed of record in Volume 40, Page 612 of the Deed Records of Armstrong County, Texas.
 2. Right of Way dated November 27, 1936 executed by Orena James Rogers and husband Harney Rogers to Armstrong County filed of record in Volume 40, Page 613 of the Deed Records of Armstrong County, Texas.
 3. Right of Way dated November 27, 1936 executed by Mrs Serena Bryan to Armstrong County filed of record in Volume 40, Page 614 of the Deed Records of Armstrong County, Texas.
 4. Right of Way dated March 8, 1955 executed by Serena Bryan to Pioneer Natural Gas Company filed of record in Volume 58, Page 213 of the Deed Records of Armstrong County, Texas.

Assignment, Conveyance, Deed and Bill of Sale dated October 1, 1955, filed of record in Volume 33, Page 816 of the Deed Records of Armstrong County, Texas.
 5. Right of Way dated March 24, 1932 executed by Serena Bryan to Federal Land Bank filed of record in Volume 70, Page 539 of the Deed Records of Armstrong County, Texas.
 6. Facilities Easement dated August 28, 2001 executed by Wiley N. James ONEOK WesTex Transmissions, Inc filed of record in Volume 29, page 84 Official Public Records of Armstrong County, Texas.
 - c. Any visible or apparent roadway or easement over or across the subject property, the existence of which does not appear of record.
 - d. Subject to the reservation or conveyance of all oil, gas, and other minerals made by former owners and prior grantors and all outstanding mineral and/or royalty interest shown of public record, including but not limited to the following:
 - e. 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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

SCHEDULE B

(Continued)

- f. Subject to the obligations of Panhandle Ground Water Conservation District No. 3, as shown by instrument recorded in Vol. 7, page 351, Official Public Records of Armstrong County, Texas.

SCHEDULE C

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Your Policy will not cover loss, costs, attorney's 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.

Note: Procedural Rule P-27 as provided for in Article 9.39 A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agency may disburse from its Trust Fund Account.

5. 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 Mortgagee Policy Only.
6. At closing, Company must be provided with a photo identification of all parties executing the documents.
7. NOTE: You must collect an additional \$2.00 fee for each Owner's or Mortgagee's Policy to be issued as required by the Texas Title Insurance Guaranty Association for Policy Guaranty Fee. This fee should be collected on a separate HUD line item and remitted by SEPARATE check to Texas Title Insurance Guaranty Association. (Not applicable to Interim Construction Binders)
8. Procedural Rule P-35: Prohibits any Title Insurance Company, Title Insurance Agent, Direct Operations, Escrow Officer, or any Employee, Officer, Director or Agent of any such entity or person to deliver "In any Form, Verbal or Written", Guaranty, Affirmation, Indemnification or Certification.

SCHEDULE C

(Continued)

9. Company is to be reimbursed for tax certificate fees at closing or UPON CANCELLATION OF FILE.
10. 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, Security 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 downdated prior to closing and/or recording.

SCHEDULE D

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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 of STEWART TITLE GUARANTY COMPANY:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, Elizabeth Giddens, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien, and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer – Secretary & Assistant Treasurer; Scott Gray, Senior Vice President – Finance, Treasurer & Assistant Secretary; Brian K. Glaze, Corporate Controller & Assistant Treasurer – Banking Relations; Elizabeth Giddens, Chief Legal Officer; John Hamm, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President – Agency Services; Pamela O'Brien, Senior Vice President – General Counsel; Mary P. Thomas, Senior Vice President – Chief Compliance & Regulatory Officer; Mark V. Borst, Senior Vice President – Associate General Counsel, Chief Claims & Litigation Counsel; Charles M. Craig, Senior Vice President – Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Senior Underwriting Counsel; Heidi Junge, Senior Vice President – Regional Underwriting Counsel.

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

(a) Shareholders, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent are as follows:

(b) Shareholders, owners, partners, 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 are as follows:

(c) If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

(d) If the Title Insurance Agent is a corporation, the following is a list of its officers:

SCHEDULE D

(Continued)

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 any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Total **\$** **0.00**

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
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*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

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