# AUCTION PROPERTY INFORMATION



Estate Home and Commercial Kennel Jonesboro, Texas



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#### WELCOME AUCTION BIDDERS...!

On behalf of United Country | Hill Country Pros, the Auctioneer, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 99 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training, and results to our clients. For more information about United Country | Hill Country Pros, feel free to visit our website at www.HillCountryPros.com.

Thanks again for your attendance,

Kim Hill

Kim Hill Owner / Broker

#### **UNITED COUNTRY®**

*Since* 1925

## & COMMERCIAL KENNEL FACILITY



#### A TURNKEY OPERATION FOR ANIMAL PROFESSIONALS

**ONLINE-ONLY AUCTION** THURS, MAY 23

Nestled in a prime location just a stone's throw away from the main residence or guest house, this exceptional commercial kennel building presents an unparalleled opportunity.



Property Location: 11645 N State Hwy 36, Jonesboro, TX 76538 | Open House Dates: May 4 & 18 • 2 PM CT





**Hill Country Pros** 

**REGISTER & BID:** BidHeritage.HiBid.com

> Kim Hill, Broker 254-277-1820



ALL IN ONE AUCTION

### Mimate Estate Auction & COMMERCIAL KENNEL FACIL

Property Location: 11645 N State Hwy 36, Jonesboro, TX 76538

#### Residence Features

- 4,815± sq ft Main Home
- 2.46± Acres
- Gourmet Kitchen
- · Master Suite w/ Back Patio
- · Grooming & Care Facilities
- · Full Laundry Room, Waiting Room, & Kitchen
- Home Office & Media Room
- · Dual Garages

#### **Guest Home**

 1,148± sq ft Guest House with Commercial Potential

#### **Kennel Features**

- · Versatile Kennel Design w/ 25 Kennels
- · Comprehensive Floor Drainage Systems
- . Two Central Heating & AC Units
- · Grooming & Care Facilities
- · Full Laundry Room, Waiting Room, & Kitchen









United Country | Hill Country Pros 2424 E. Main St, Gatesville, TX 76528



REGISTER & BID: BidHeritage.HiBid.com Kim Hill, Broker 254-277-1820





#### 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.

| UCRE   Hill Country Pros                                  | 9007077                         | kim@hillcountrypros.com | (254)248-0809 |
|---|---------------------------------|-------------------------|---------------|
| Licensed Broker /Broker Firm Name or                      | License No.                     | Email                   | Phone         |
| Primary Assumed Business Name<br>UCRE   Hill Country Pros | 9007077                         | kim@hillcountrypros.com | (254)248-0809 |
| Designated Broker of Firm                                 | License No.                     | Email                   | Phone         |
| Kim Hill  | 592248                          | kim@hillcountrypros.com | (254)206-0915 |
| Licensed Supervisor of Sales Agent/                       | License No.                     | Email                   | Phone         |
| Associate   |                                 |                         |               |
| Kim Hill  | 592248                          | kim@hillcountrypros.com | (254)206-0915 |
| 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

IABS 1-0 Date



#### **Online Auction Bidders Agreement**

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I \_\_\_\_\_\_ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

• 11645 N. Hwy 36, Jonesboro, TX 76538.

#### Legally described as:

Please see Survey for complete legal description

- o Online Bidding Opens on Thursday, April 25th, 2024 at 6:00 pm (CT)
- o Online Bidding Closes on Thursday, May 23rd, 2024 at 6:00 pm (CT)

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country Heritage Brokers & Auctioneers, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

#### **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Lucinda Terrel at (816) 420-6257 or by email at <a href="mailto:lucinda@buyheritage.com">lucinda@buyheritage.com</a>. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.**
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below.
- 4) Property Preview Dates: It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted during the advertised Property Preview dates. The property may also be inspected by scheduling an appointment with United Country | Hill Country Pros at (254) 277-1820.
- 5) **Buyer's Premium:** A **FIVE Percent (5%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 5% buyer's premium = total purchase price of \$105,000).

- 6) Cash Offer/No Financing Contingency: By participating in this auction, bidders hereby agree that their bid shall <u>NOT</u> be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. Purchase and sale are conducted in U.S Funds only.
- 7) Purchase Contract: Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by United Country | Heritage Brokers & Auctioneers no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment:** A <u>Ten Percent (10%)</u> non-refundable down payment based on the total contract purchase price (which includes the buyer's premium) will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) Closing: Closing shall be on or by Friday, June 21st, 2024. Closing shall take place at Monteith Abstract & Title Company, Copperas Cove Team 806 S Main St., Copperas Cove, TX 76522. Their email is cove@monteithtitle.com, phone number is (254) 547-8131. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) Easements: The sale of the property is subject to any and all easements of record.
- 11) Minerals: The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title Insurance:** Title Insurance in the full amount of the purchase price will be provided by the seller. Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be `prorated to the date of closing.
- 16) Online Auction Technology (Disclaimer): Under no circumstances shall Bidder have any kind of claim against United Country Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors

or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

19) **Pre-Auction Offers:** As an agent for the Seller, the Auctioneer shall present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions, and must be submitted to the Auctioneer on the Real Estate Auction Sales Contract, along with the required down payment deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion.

#### Exhibit A

#### 11645 N St. Hwy 36, Jonesboro TX 76538

#### **Legal Description from Coryell CAD:**

0279 J Daughtery, Acres 1.85 0068 I Bunker, Acres .61



| Initialed for acknowledgment by Buyer: and Seller: | Initial | led f | or acl | knowle | dgment k | ov Buv | /er: | and Seller: |  |
|--|---------|-------|--------|--------|----------|--------|------|-------------|--|
|--|---------|-------|--------|--------|----------|--------|------|-------------|--|



#### SELLER'S DISCLOSURE NOTICE

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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.

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

CONCERNING THE PROPERTY AT

11625 &11645 N. State Highway 36

Jonesboro, Texas 76538-1212

| Section 1. The Prope<br>This notice does | rty h | as t<br>stabi | he it | em<br>he it | s ma | arke<br>to be | d below: (Mark Yes<br>e conveyed. The contra | (Y)              | , No  | (N), c | or Unknown (U).)<br>e which items will & will not conve | y. |     |    |
|--|-------|---------------|-------|-------------|------|---------------|--|------------------|-------|--------|---|----|-----|----|
| Item                                     | TY    | N             | U     |             | Ite  | m             |  | Y                | N     | U      | Item  | Y  | N   | U  |
| Cable TV Wiring                          | X     |               | 141   |             | Lie  | biup          | Propane Gas:                                 |                  | X     | 17     | Pump: sump grinder                                      |    | 7   | X  |
| Carbon Monoxide Det.                     | 1     |               | X     |             |      |               | mmunity (Captive)                            |                  | X     |        | Rain Gutters  | X  |     |    |
| Ceiling Fans                             | X     |               |       |             |      |               | Property                                     |                  | X     |        | Range/Stove   | X  |     |    |
| Cooktop                                  | X     |               |       |             | Н    | ot Tu         | ıb   |                  | X     |        | Roof/Attic Vents  | X  | 111 |    |
| Dishwasher                               | 文     |               |       |             | Int  | erco          | m System                                     |                  | X     |        | Sauna   |    | X   |    |
| Disposal                                 | 1     | X             | 1     |             | _    |               | vave   | X                |       |        | Smoke Detector  | X  |     |    |
| Emergency Escape<br>Ladder(s)            |       |               | X     |             | 0    | utdo          | or Grill                                     |                  | X     |        | Smoke Detector - Hearing<br>Impaired                    |    |     | X  |
| Exhaust Fans                             | X     |               |       |             | Pa   | tio/I         | Decking                                      | X                |       |        | Spa   |    | X   |    |
| Fences                                   | X     |               |       |             | -    |               | ing System                                   | X                |       | 4 14   | Trash Compactor   |    | X   |    |
| Fire Detection Equip.                    | 1     |               | X     |             | Po   |               |  | -                | X     | 17.77  | TV Antenna  | -  | X   |    |
| French Drain                             | 1-    |               | X     |             | Po   | ol E          | quipment                                     |                  | X     |        | Washer/Dryer Hookup                                     | V  |     |    |
| Gas Fixtures                             | 1     | V             | 1     |             | _    |               | faint. Accessories                           |                  | X     |        | Window Screens  | X  |     |    |
| Natural Gas Lines                        |       | ×             |       |             | Po   | ol H          | eater  |                  | X     |        | Public Sewer System                                     |    | X   | 10 |
| Tracara sas arres                        | _     |               |       |             |      |               |  | -                | 7     |        |   |    |     |    |
| Item                                     |       |               |       | Y           | N    | U             |  |                  | A     | dditio | onal Information  |    |     |    |
| Central A/C                              |       |               |       | X           | 111  |               | √ electric gas number of units: Mx(1-10)4    |                  |       |        |   |    |     |    |
| Evaporative Coolers                      |       |               |       | 011         | X    |               | number of units:                             |                  |       |        |   |    |     |    |
| Wall/Window AC Units                     |       |               |       | tt          | X    |               | number of units:                             | number of units: |       |        |   |    |     |    |
| Attic Fan(s)                             |       |               |       | X           | 111  |               | if yes, describe:                            |                  |       |        |   |    |     |    |
| Central Heat                             |       |               |       | X           |      |               | electric gas                                 | nur              | nber  | of un  | its:  |    |     |    |
| Other Heat                               |       |               |       | - 1         | VA   |               | if yes, describe:                            |                  |       |        |   |    |     |    |
| Oven                                     |       |               |       | X           | TT.  |               | number of ovens:                             |                  |       | elec   | ctric gas other:  |    |     |    |
| Fireplace & Chimney                      |       |               |       | X           | T.I. |               | wood gas lo                                  | gs_              | mo    | ck     | other:  |    |     |    |
| Carport                                  |       |               |       |             | 7//  | -             | attached not                                 | atta             | chec  | 1      |   |    |     |    |
| Garage                                   |       |               |       | X           | -,-  |               | attached not                                 | atta             | chec  | 1      |   |    |     |    |
| Garage Door Openers                      |       |               |       | X           |      | 111           | number of units:                             |                  |       |        | number of remotes:                                      |    |     |    |
| Satellite Dish & Controls                |       |               |       |             | X    |               | owned lease                                  | d fro            | m:    |        |   |    |     |    |
| Security System                          |       |               |       | X           |      | 11.           | owned lease                                  | d fro            | m:    |        |   |    |     |    |
| Solar Panels                             |       |               |       |             | X    |               | owned lease                                  | d fro            | m:    |        |   |    |     |    |
| Water Heater                             | 7     |               |       | X           |      |               | electric gas                                 | 0                | ther: |        | number of units:  |    |     |    |
| Water Softener Owner                     | 1     | _             | - 1   | ×           |      | 7.1           | owned lease                                  | _                | _     |        |   |    |     |    |
| Other Leased Items(s)                    |       |               | T     |             | X    |               | if yes, describe:                            |                  |       |        |   |    |     |    |
|  |       | -             | _     | -           | /    | _             |  | _                | _     | 77     |   |    | _   | _  |

|   |                               |                                     |  |                    |                                       |   |   |  | 4                                       | 2  |
|---|-------------------------------|-------------------------------------|--|--------------------|---------------------------------------|---|---|--|---|--|
|   |                               |                                     |  |                    | 11625                                 | &11645 N. Sta   | ite Hiç   | ghway 36   | erning the r                            | edor - Prope                             |
| Concerning the Property at  |                               |                                     |  |                    | Jon                                   | esboro, Texas   |   |  | Ø.                                      | an                                       |
| Underground Lawn Sprinkler  |                               |                                     |  |                    | matic                                 | manual area   | s cov   | ered:  | 7                                       | 0  |
| Septic / On-Site Sewer Facility if ye   |                               |                                     |  |                    | ttach li                              | formation Abo   | ut On-  | Site Sewer Facility (TXR-1407)   |   | -/                                       |
| covering): _ yes _ no _X  | e 19<br>and a<br>over<br>unkn | ttach T                             | yes <u>X</u> no <u>*</u><br>XR-1906 con<br>the Propert | un<br>ncer<br>y (s | known<br>ning le<br>Age: _<br>shingle | ad-based pain  3 yrs s or roof cove   | t haza  | olaced over existing shingles  |   |  |
| Section 2. Are you (Seller  | r) aw                         | are of                              | any defects  |                    |                                       |   |   | e following? (Mark Yes (Y) if  | you                                     | are                                      |
| aware and No (N) if you ar  | e no                          | t awar                              | e.)  |                    |                                       |   | ~ AU  |  |   |  |
| Item  | Υ                             | N                                   | Item   |                    |                                       | Y   | N   | Item   | Y                                       | N  |
| Basement  |                               | X                                   | Floors   |                    |                                       |   | X   | Sidewalks  |   | X  |
| Ceilings  |                               | X                                   | Foundation   |                    | Slab(s)                               |   | X   | Walls / Fences   |   | X  |
| Doors   |                               | X                                   | Interior W   |                    |                                       |   | X   | Windows  |   | X  |
| Driveways   |                               | Y                                   | Lighting F   |                    |                                       |   | X   | Other Structural Components  | 1                                       | X  |
| Electrical Systems Exterior Walls   |                               | X                                   | Plumbing   | Sys                | stems                                 | _ = =   | X   |  |   |  |
| Cartian 2 Annual 10 II  |                               |                                     |  |                    |                                       |   |   |  |   |  |
| you are not aware.)   | r) av                         | vare of                             | any of the   | follo              | owing                                 | conditions? (I  | Mark Y  | es (Y) if you are aware and I  | Vo (N                                   | 1) if                                    |
| you are not aware.)   | r) av                         | vare of                             | any of the   | folio              | -                                     |   | Mark Y  | es (Y) if you are aware and I  | No (N                                   | l) if                                    |
| Condition   | r) av                         | vare of                             | any of the   |                    |                                       | conditions? (I  | Mark Y  | es (Y) if you are aware and I  | No (N                                   | I) if                                    |
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| Condition Aluminum Wiring Asbestos Components Diseased Trees:oak will   | t                             |                                     |  |                    | -                                     | Condition<br>Radon Gas  |   | es (Y) if you are aware and l  | No (N                                   | I) II (X                                 |
| Condition Aluminum Wiring Asbestos Components Diseased Trees:oak will Endangered Species/Habita   | t                             |                                     |  |                    | -                                     | Condition<br>Radon Gas<br>Settling  | ent   |  | No (N                                   | I) if                                    |
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| Condition Aluminum Wiring Asbestos Components Diseased Trees:oak will Endangered Species/Habita Fault Lines Hazardous or Toxic Waste Improper Drainage Intermittent or Weather Spri   | t                             |                                     |  |                    | -                                     | Condition Radon Gas Settling Soil Moveme Subsurface Undergroun Unplatted E Unrecorded Urea-formal   | ent<br>Structi<br>d Stora<br>aseme<br>Easer<br>dehyd  | ure or Pits age Tanks ents ments e Insulation  | VO (N                                   | N<br>X<br>X<br>X<br>X<br>X<br>X          |
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| Condition Aluminum Wiring Asbestos Components Diseased Trees: oak will Endangered Species/Habita Fault Lines Hazardous or Toxic Waste Improper Drainage Intermittent or Weather Spri Landfill Lead-Based Paint or Lead-I  | tat on                        | Prope<br>d Pt. H                    | rty  |                    | -                                     | Condition Radon Gas Settling Soil Moveme Subsurface Undergroun Unplatted E Unrecorded Urea-formal Water Dama Wetlands or  | ent<br>Struction<br>d Stora<br>aseme<br>Easer<br>dehyd<br>age No  | ure or Pits age Tanks ents ments e Insulation of Due to a Flood Event  | 10 old (N                               | I) if                                    |
| Condition Aluminum Wiring Asbestos Components Diseased Trees:oak wilt Endangered Species/Habita Fault Lines Hazardous or Toxic Waste mproper Drainage ntermittent or Weather Spri Landfill Lead-Based Paint or Lead-I   | t<br>at on<br>ings<br>Base    | Prope<br>d Pt. H                    | rty  |                    | -                                     | Condition Radon Gas Settling Soil Moveme Subsurface Undergroun Unplatted E Unrecorded Urea-formal Water Dama Wetlands or Wood Rot   | ent<br>Structi<br>d Stora<br>aseme<br>Easer<br>dehyd<br>age No  | ure or Pits age Tanks ents ments e Insulation of Due to a Flood Event erty   | V A                                     | I) III                                   |
| Condition Aluminum Wiring Asbestos Components Diseased Trees:oak wilt Endangered Species/Habita Fault Lines Hazardous or Toxic Waste Improper Drainage Intermittent or Weather Sprit Landfill Lead-Based Paint or Lead-I  | t<br>at on<br>ings<br>Base    | Prope<br>d Pt. H                    | rty  |                    | -                                     | Condition Radon Gas Settling Soil Moveme Subsurface Undergroun Unplatted E. Unrecorded Urea-formal Water Dama Wetlands or Wood Rot Active infest  | ent<br>Structi<br>d Stora<br>aseme<br>Easer<br>dehyd<br>age No  | ure or Pits age Tanks ents ments e Insulation of Due to a Flood Event erty of termites or other wood   | 1) old (N                               | I) III                                   |
| Condition Aluminum Wiring Asbestos Components Diseased Trees:oak will Endangered Species/Habita Fault Lines Hazardous or Toxic Waste mproper Drainage ntermittent or Weather Spri Landfill Lead-Based Paint or Lead-I Encroachments onto the Pri mprovements encroaching  | t<br>at on<br>ings<br>Base    | Prope<br>d Pt. H                    | rty  |                    | -                                     | Condition Radon Gas Settling Soil Moveme Subsurface Undergroun Unplatted E Unrecorded Urea-formal Water Dama Wetlands or Wood Rot Active infest destroying i  | ent<br>Struction<br>d Stora<br>aseme<br>Easer<br>dehyd<br>age No<br>n Prop  | ure or Pits age Tanks ents ments e Insulation of Due to a Flood Event erty of termites or other wood a (WDI)   | 10 (No (N                               | I) III                                   |
| Condition Aluminum Wiring Asbestos Components Diseased Trees: oak will Endangered Species/Habita Fault Lines Hazardous or Toxic Waste mproper Drainage ntermittent or Weather Spri Landfill Lead-Based Paint or Lead-Hencroachments onto the Pri mprovements encroaching Located in Historic District   | ings<br>Base                  | Prope<br>d Pt. H                    | rty  |                    | -                                     | Condition Radon Gas Settling Soil Moveme Subsurface Undergroun Unplatted E Unrecorded Urea-formal Water Dama Wetlands or Wood Rot Active infest destroying i Previous tree                          | ent<br>Struction<br>d Stora<br>aseme<br>Easer<br>dehyd<br>age No<br>n Prop  | ure or Pits age Tanks ents ents e Insulation of Due to a Flood Event erty of termites or other wood is (WDI) of to termites or WDI                         | No (N                                   | I) iii                                   |
| Condition Aluminum Wiring Asbestos Components Diseased Trees: oak will Endangered Species/Habita Fault Lines Hazardous or Toxic Waste Improper Drainage Intermittent or Weather Spri Landfill Lead-Based Paint or Lead-I Encroachments onto the Pri Improvements encroaching Located in Historic District Historic Property Designation   | ings Base                     | Prope<br>d Pt. H                    | rty  |                    | -                                     | Condition Radon Gas Settling Soil Moveme Subsurface Undergroun Unplatted E Unrecorded Urea-formal Water Dama Wetlands or Wood Rot Active infest destroying i Previous tee                           | ent<br>Struction<br>d Stora<br>aseme<br>Easer<br>dehyd<br>age No<br>n Prop<br>tation of<br>nsects<br>atmer            | ure or Pits age Tanks ents ments e Insulation of Due to a Flood Event erty of termites or other wood a (WDI)   | V A A A A A A A A A A A A A A A A A A A | I) III XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  |
| Condition  Aluminum Wiring  Asbestos Components  Diseased Trees: oak wilt  Endangered Species/Habita  Fault Lines  Hazardous or Toxic Waste  Improper Drainage  Intermittent or Weather Spri  Landfill  Lead-Based Paint or Lead-I  Encroachments onto the Pri  Improvements encroaching  Located in Historic District  Historic Property Designatio  Previous Foundation Repai | ings Base                     | Prope<br>d Pt. H                    | rty  |                    | -                                     | Condition Radon Gas Settling Soil Moveme Subsurface Undergroun Unplatted E Unrecorded Urea-formal Water Dama Wetlands or Wood Rot Active infest destroying i Previous tre Previous Fire             | ent<br>Struction<br>d Stora<br>aseme<br>Easer<br>dehyd<br>age No<br>n Prop<br>tation of<br>asects<br>atmer<br>mite of | ure or Pits age Tanks ents ments e Insulation of Due to a Flood Event erty of termites or other wood is (WDI) of to termites or WDI or WDI damage repaired | V V                                     | I) III                                   |
| Condition Aluminum Wiring Asbestos Components   | Base oper on co               | Prope<br>d Pt. H<br>ty<br>hthers' ( | rty<br>lazards<br>property                             |                    | -                                     | Condition Radon Gas Settling Soil Moveme Subsurface Undergroun Unplatted E Unrecorded Urea-formal Water Dama Wetlands or Wood Rot Active infest destroying i Previous tee Previous Fit Termite or N | ent Struction d Stora aseme Easer dehyd age No n Prop tation asects atmer mite of                                     | ure or Pits age Tanks ents ents e Insulation of Due to a Flood Event erty of termites or other wood is (WDI) of to termites or WDI                         | No (N                                   | I) III NXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |

(TXR-1406) 09-01-19

Page 2 of 6

11625 & 11645 N.

| \\ ¢erni   | ng the Property at  |
|--|---|
| the ans  | wer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):   |
| *A sin   | gle blockable main drain may cause a suction entrapment hazard for an individual.   |
| Section 4<br>which ha<br>necessar                  | Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair as not been previously disclosed in this notice? yes X no If yes, explain (attach additional sheets if y):   |
| Section  | 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check   |
|  | r partly as applicable. Mark No (N) if you are not aware.)  |
|  | Present flood insurance coverage (if yes, attach TXR 1414).   |
| _ <del>X</del>                                     | Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release o water from a reservoir.  |
| _ X  | 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).   |
|  | Locatedwhollypartly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO AH, VE, or AR) (if yes, attach TXR 1414).   |
| - <del>*</del><br>- <del>*</del><br>- <del>*</del> | Locatedwholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).   |
| _ X  | Located wholly partly in a floodway (if yes, attach TXR 1414).  |
|  | Located wholly partly in a flood pool.  |
| $-\lambda$   | Located wholly partly in a reservoir.   |
| If the ans   | swer to any of the above is yes, explain (attach additional sheets as necessary):   |
| *For   | ourposes of this notice:  |
| which  | year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area<br>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<br>is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir. |
| area,  | year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding is considered to be a moderate risk of flooding.  |
| "Floo  | d pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is<br>at 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

"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.   |           |

(TXR-1406) 09-01-19

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

Page 3 of 6

| Concernir                           | ng the Property at  | 11625 &11645 N. State Highway 36<br>Jonesboro, Texas 76538-1212   | guius  |
|-------------------------------------|---|---|--|
| Section 6<br>provider,              | 5. Have you (Seller) ever file<br>including the National Flood In   | ed a claim for flood damage to the Property wit surance Program (NFIP)?*yes X no If yes, explain  | th any t-  |
| *Home<br>Even<br>risk, a<br>structu | es in high risk flood zones with mortg<br>when not required, the Federal Emer<br>and low risk flood zones to purchas<br>ure(s). | lages from federally regulated or insured lenders are required to a<br>rgency Management Agency (FEMA) encourages homeowners in<br>the flood insurance that covers the structure(s) and the persona                             | have flood insurance,<br>n high risk, moderate<br>al property within the |
| Section 7                           | 7. Have you (Seller) ever   | received assistance from FEMA or the U.S. to the Property?yesxno If yes, explain (attach ac   |  |
| Section 8<br>not awar               |   | y of the following? (Mark Yes (Y) if you are aware. Mark  |  |
|                                     |   | difications, or other alterations or repairs made without neces<br>compliance with building codes in effect at the time.  |  |
| _ ¥                                 | Name of associations or n   | naintenance fees or assessments. If yes, complete the follow  | ving:  |
|                                     | Fees or assessments are:<br>Any unpaid fees or assess   | \$ per and are:mand   |  |
| - ¥                                 | Any common area (facilities su with others, If yes, complete the  | ch as nools tennic courts!!   | individed interest   |
| _#                                  |   | ed restrictions or governmental ordinances affecting the condi  |  |
| $- \neq$                            | Any lawsuits or other legal prooto: divorce, foreclosure, heirshi   | ceedings directly or indirectly affecting the Property. (Includes ip, bankruptcy, and taxes.)   | , but is not limited   |
| - *                                 |   | ept for those deaths caused by: natural access  | cident unrelated   |
| _ X                                 | Any condition on the Property   | which materially affects the health or safety of an individual.   |  |
| - *                                 | Any repairs or treatments, othe<br>hazards such as asbestos, rad<br>If yes, attach any certificate                              | or than routine maintenance, made to the Property to remediation, lead-based paint, urea-formaldehyde, or mold.  es or other documentation identifying the extent of the certificate of mold remediation or other remediation). | te environmental   |
| - X                                 | Any rainwater harvesting syste<br>water supply as an auxiliary wa   | m located on the Property that is larger than 500 gollege and   | that uses a public   |
| - <del>X</del>                      | (*19021)  | propane gas system service area owned by a propane of   |  |
| - 1                                 | Any portion of the Property that  | t is located in a groundwater conservation district or a subside  | ence district.   |
| If the ans                          | swer to any of the items in Section   | 8 is yes, explain (attach additional sheets if necessary):  |  |
| (TXR-140                            | 6) 09-01-19 Initialed by:   | Buyer:, and Seller:,  | Page 4 of 6  |

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www.zipLogix.com

11625 & 11645 N.

|  | perty at   | 301   | esboro, Texas 76538-12   | 12  |
|--|--|---|--|---|
| erning the Pro   |  |   |  |   |
| Section 9 Soller   | √ has has n  | ot attached a survey of   | the Property   |   |
| Section 10. Within persons who re  | the last 4 yegularly provide   | ears, have you (Sel<br>inspections and wh   | ler) received any writt  | ten inspection reports from as inspectors or otherwing the following:   |
| Inspection Date  | Туре   | Name of Inspecto  | r  | No. of Page   |
|  |  |   |  |   |
|  |  |   |  |   |
| X2.383.6.58  | 101 / 2X to 3  | 25 47 5 56 5 6 7  | was a way of the control   | and the December  |
| Note: A buyer  | r should not rely on<br>A buyer shou   | n the above-cited reports<br>uld obtain inspections fro   | as a reflection of the currer<br>m inspectors chosen by the  | nt condition of the Property.<br>e buyer.   |
|  |  |   | currently claim for the P  |   |
| X Homestead  | agement  | Senior Citizen  | Disa   | bled<br>bled Veteran  |
| Other:   |  | Agricultural  | Unkr   |   |
|  |  |   |  |   |
|  |  | filed a claim for dama  | ge, other than flood dam   | nage, to the Property with a  |
| insurance provide<br>Section 13, Have  | r? ∡yesno<br>you (Seller) ever   | received proceeds for   | a claim for damage to  | the Property (for example,  |
| insurance provide<br>Section 13. Have<br>insurance claim o   | r? ∡ yes no<br>you (Seller) ever<br>r a settlement or a  | received proceeds for<br>award in a legal procee  | a claim for damage to  | the Property (for example,  |
| insurance provide<br>Section 13. Have<br>insurance claim o   | r? ∡ yes no<br>you (Seller) ever<br>r a settlement or a  | received proceeds for   | a claim for damage to  | the Property (for example,  |
| insurance provide<br>Section 13. Have<br>insurance claim o   | r? ∡ yes no<br>you (Seller) ever<br>r a settlement or a  | received proceeds for<br>award in a legal procee  | a claim for damage to  | the Property (for example,  |
| insurance provide Section 13. Have insurance claim or which the claim w  | you (Seller) ever<br>r a settlement or a<br>as made?yes  | received proceeds for award in a legal procee X no If yes, explain:   | r a claim for damage to<br>ding) and not used the pr<br>ctors installed in accord  | the Property (for example, oceeds to make the repairs   |
| insurance provide Section 13. Have insurance claim or which the claim w  | you (Seller) ever<br>r a settlement or a<br>as made?yes<br>the Property hav  | received proceeds for award in a legal procee X no If yes, explain:e working smoke dete   | r a claim for damage to<br>ding) and not used the pr<br>ctors installed in accord  | the Property (for example, oceeds to make the repairs   |
| insurance provide Section 13. Have insurance claim or which the claim w  Section 14. Does requirements of C (Attach additional s   | you (Seller) ever a settlement or a settlement | received proceeds for award in a legal procee X no If yes, explain:e working smoke dete Health and Safety Coc.  | r a claim for damage to ding) and not used the process ctors installed in accordate?* _X unknown no  | the Property (for example, oceeds to make the repairs ance with the smoke detectives. If no or unknown, explain   |
| Section 13. Have insurance claim or which the claim w Section 14. Does requirements of C (Attach additional s  "Chapter 766 installed in ac-   | you (Seller) ever r a settlement or a settlement of the Property have thapter 766 of the heets if necessary of the Health and Salcordance with the re  | received proceeds for award in a legal procee X no If yes, explain: e working smoke dete Health and Safety Code:  | r a claim for damage to ding) and not used the process installed in accordate?* \( \sqrt{unknown} \) unknown _ no  | the Property (for example, oceeds to make the repairs ance with the smoke detection yes. If no or unknown, explain ave working smoke detectors which the dwelling is located,   |
| Section 13. Have insurance claim or which the claim w  Section 14. Does requirements of C (Attach additional s installed in accinctuding performance)  | you (Seller) ever a settlement or a settlement of the Property have thapter 766 of the heets if necessary of the Health and Sal cordance with the reformance, location, all  | received proceeds for award in a legal procee X no If yes, explain:  e working smoke dete Health and Safety Code:  fety Code requires one-fame aguirements of the building and power source requirements. | r a claim for damage to ding) and not used the process ctors installed in accordate?* \( \sqrt{unknown} \) unknown _ no _  | the Property (for example, oceeds to make the repairs ance with the smoke detections yes. If no or unknown, explain ave working smoke detectors which the dwelling is located, building code requirements in  |
| Section 13. Have insurance claim or which the claim w  Section 14. Does requirements of C (Attach additional s installed in accinctuding perfectin your a A buyer may re-  | you (Seller) ever a settlement or a settlement of the Property have thapter 766 of the heets if necessary) of the Health and Sale cordance with the reference, location, and area, you may check the settlement of the settlement  | received proceeds for award in a legal procee X no If yes, explain:   | ctors installed in accordate?* \( \sum \) unknown no   | the Property (for example, oceeds to make the repairs ance with the smoke detection yes. If no or unknown, explain ave working smoke detectors which the dwelling is located, wilding code requirements in ore information.   |
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| Section 13. Have insurance claim or which the claim we section 14. Does requirements of Cattach additional section 14. Chapter 766 installed in accincluding perfect in your and A buyer may refamily who will impairment from the seller to in  | you (Seller) ever a settlement or a settlement of the Property have the heets if necessary of the Health and Sale cordance, location, and area, you may check the settlement of the deelling a seller to institute of the settlement of the deelling a licensed physicial smoke detector.  | received proceeds for award in a legal procee X no If yes, explain:   | ctors installed in accordance in effect in the area in violet in formula in the buyer gives the seller with the buyer gives the seller with the the effective date, the buyer fiter the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the effective date, the buyer gives the seller with the context of the c | ance with the smoke detectors which the dwelling is located, wilding code requirements in ore information.  er or a member of the buyer's itten evidence of the hearing er makes a written request for installation. The parties may  |
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| Section 13. Have insurance claim or which the claim which additional section 14. Does requirements of Control of Contro | you (Seller) ever a settlement or a settlement of the Property have heets if necessary of the Health and Sacordance with the reformance, location, and the settlement of the dwelling of the the settlement of t | received proceeds for award in a legal procee X no If yes, explain:   | ctors installed in accordance:  a claim for damage to ding) and not used the process installed in accordance:  de?* \( \sqrt{\text{unknown}} \) unknown \( \sqrt{no} \) no \( \sqrt{\text{inj}} \) if y or two-family dwellings to his code in effect in the area in vertice in effect in the area in vertice. If you do not know the bour local building official for more interesting impaired if: (1) the buyer the buyer gives the seller wind the buyer gives the seller wind the the effective date, the buyer and which brand of smoke detected to the best of Seller's belocurate information or to one  | ance with the smoke detections which the dwelling is located, willding code requirements in ore information.  Ber or a member of the buyer's itten evidence of the hearing er makes a written request for installation. The parties may extors to install.  Itee and that no person, including any material information.  |
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#### 11625 &11645 N. State Highway 36 Jonesboro, Texas 76538-1212

| Concorning | tha | Des |     |     |
|------------|-----|-----|-----|-----|
| Concerning | uie | 10  | pen | 101 |

#### 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 <u>www.bxdps.state.bx.us</u>. 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.

| Electric: Heart of Texas CD-OP.          | phone #: 254-231-0444   |
|--|-------------------------|
| Sewer: - Septa system-                   | phone #:                |
| Water Coryell City Water Supply District | phone #: 254 865 6089.  |
| Cable: Next Link                         | phone #:                |
| Trash: Waste Connections Lone Ster, Inc  | phone #: 1.800-350-3024 |
| Natural Gas:/ \/\                        | phone #:                |
| Phone Company: 1/h                       | phone #:                |
| Propane: n/h                             | phone #:                |
| Internet: / lext Link                    | 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.

(6) The following providers currently provide service to the Property:

| Signature of Kinyer | . Da   | ate Signature of Buyer                             | Date             |
|---------------------|--|--|------------------|
| Printed Name: _     |  | Printed Name:                                      |                  |
| (TXR-1406) 09-01-19 | Initialed by: Buyer:                               | , and Seller:,                                     | Page 6 of 6      |
|                     | Produced with zipForm® by zipLogix 18070 Fifteen M | Mile Road, Fraser, Michigan 48026 www.zipLogix.com | 11625 & 11645 N. |

#### For Sale: Premier Commercial Kennel Facility - A Turnkey Operation for Pet Professionals

Nestled in a prime location, just a stone's throw away from the main residence or guest house, this exceptional commercial kennel building presents an unparalleled opportunity for professional AKC breeders, dedicated pet groomers, or innovative veterinary clinics aiming to expand or establish their business.

#### **Key Features:**

- Versatile Kennel Design: The facility boasts 25 meticulously designed dog kennels, comprising 20 smaller units and 5 larger ones to comfortably accommodate various breed sizes. Each kennel is equipped with a convenient power lift dog door, leading directly to an extensive dog run, ensuring that all canine guests enjoy ample space and freedom.
- **Effortless Maintenance:** The building is thoughtfully outfitted with power lift doors across four sections, facilitating easy access for letting dogs in and out. Comprehensive floor drainage systems span the entirety of the facility, enabling swift washing and cleaning processes, essential for maintaining a hygienic environment.
- **Optimized Climate Control:** Ensuring the comfort of its furry inhabitants throughout the year, the kennel features two central heating and air conditioning units, strategically placed to serve both the front and back areas of the building. An attic fan further enhances air circulation, guaranteeing a fresh and pleasant atmosphere.
- **Grooming and Care Facilities:** A fully equipped grooming room includes a full-size elevated tub with steps for larger breeds and a waist-high sink with a spray attachment for smaller pets. The room also features a central grooming table, provisions for a cage dryer, and a clipper vac. Adjacent to the grooming area is a dedicated puppy room, designed to acclimate younger dogs, complete with its own floor drain.

- Comprehensive Amenities: The facility offers a full laundry room with oversized storage and shelving for supplies. The front reception area transitions seamlessly into a kitchen space, featuring a center island, sink, dishwasher, ample cabinet storage, and room for a refrigerator, catering to all staff needs. A spacious waiting room, an office with built-in desk and storage, and two full bathrooms enhance operational efficiency and comfort.
- Advanced Security and Comfort: Fully wired for security cameras and equipped with an audio system for music, the facility prioritizes safety and a soothing ambiance. External lighting illuminates the property, complemented by a dedicated well for the sprinkler system and a well reservoir.
- **Outdoor Features:** The front porch spans the length of the building, offering a fenced and covered area ideal for relaxation or outdoor client meetings. The strategic location ensures easy access to the main or guest house, making it perfect for owners who prefer close supervision.

This commercial kennel facility represents a rare find in the market, perfectly combining functionality, comfort, and advanced features to support a high-standard operation. Whether you're an ambitious AKC breeder, a passionate pet groomer, or a veterinary professional seeking an ideal space, this property promises to meet and exceed your expectations.

Seize this opportunity to elevate your professional services in a facility designed with both the business and its clientele in mind.

#### Elegant Luxury Estate in Jonesboro, TX – Where Grandeur Meets Comfort

Nestled on a sprawling 2.46 acre lot, this exquisite 4,815 square foot residence in Jonesboro, TX, is a masterpiece of luxury and sophistication. Designed with an eye for elegance and an emphasis on high-end living, this home offers an unparalleled living experience in one of the most desirable locations.

#### **Property Highlights:**

- **Grand Entrance:** A gated central patio area welcomes you into this magnificent home, setting the tone for the luxurious living spaces that await inside. The spacious formal living room greets you with high ceilings that reach the second story, offering all-around views that encapsulate the beauty of the estate.
- **Elegant Dining:** Adjacent to the formal living area, the formal dining room dazzles with beautiful lighting, a built-in china hutch, and buffet. With its own entrance to the back patio, it serves as the perfect setting for memorable dinners and gatherings.
- **Gourmet Kitchen:** The heart of the home, the kitchen, is warm and inviting, featuring granite countertops, a center island, breakfast bar, double ovens, and a prep sink. An extra-large walk-in pantry complements the space, ensuring ample storage. The kitchen flows seamlessly into the breakfast area and den, providing a cohesive space for casual dining and relaxation.
- Luxurious Master Suite: The master bedroom is a retreat within itself, offering direct access to the back patio and ample room for a sitting area. The suite boasts an oversized walk-in closet with a floor safe for valuables, and a lavish bathroom equipped with a large soaking tub, two vanities, and a separate shower.
- Home Office and Media Room: A main floor home office features built-in shelving and central wiring for sound and security, overlooking the central patio. Upstairs, a

media room with built-in shelving and surround sound, alongside two bedrooms with walk-in closets, provides additional entertainment and living space.

- **Guest Cottage:** Enhancing the estate's versatility, a charming guest cottage across the central patio offers a private guest suite complete with a bedroom, walk-in closet, and full bathroom.
- **Accessibility:** A thoughtful addition, a chair lift installed on the staircase ensures ease of access to the second story, making this home accommodating for all.
- **Electric Gated Entrance**: The entrance has the added sophistication and security of an electric gate. This feature not only enhances the property's curb appeal but also provides an added layer of privacy and security, ensuring that residents are guests can enjoy a safe and secluded environment.
- **Dual Garages for Ultimate Convenience**: Catering to the needs of both automobile enthusiasts and outdoor adventurers, this property boasts two separate garages. The main two-car garage provides ample space for vehicles and has built in cabinet storage, while the secondary single-car garage offers the perfect spot for an ATV, lawn equipment, or additional storage. Both garages grant direct access to the den, making transitions from outdoor activities or errands seamless and convenient.

This estate is not only a testament to luxury living but also offers proximity to professional kennels and a guest house, adding to its appeal for pet enthusiasts and guests alike.

Experience Luxury Redefined: This property is a rare find, offering a blend of grandeur, comfort, and convenience in Jonesboro, TX. It invites you to embrace a lifestyle marked by sophistication and tranquility.

#### **Charming Guest House in Jonesboro**

Explore the charm of this original 1,148 SF farmhouse, now a guest house on a notable estate in Jonesboro. With two bedrooms, one bathroom, and a large living room with built-in shelving, this home blends rustic charm with modern functionality. The kitchen features tile counters and farmhouse-style cabinets, and both bedrooms are comfortably sized. A spacious laundry room and a large, fenced backyard with an electric gate add to the property's appeal.

This versatile guest house is perfect as a guest home, foreman's quarters, or a rental property, thanks to its proximity to the local school and the commercial kennel. Located in the heart of Jonesboro, it offers a mix of country serenity and convenient access to city amenities.





Texas, 2.46 AC +/-Coryell County,





#### | Boundary 2.44 ac

| SOIL CODE | SOIL DESCRIPTION   | ACRES  | %     | CPI | NCCPI | CAP |
|-----------|--|--------|-------|-----|-------|-----|
| CoB2      | Fairy-Hico complex, 1 to 5 percent slopes, moderately eroded | 2      | 81.97 | 0   | 42    | 3e  |
| SIB       | Slidell silty clay, 0 to 2 percent slopes                    | 0.44   | 18.03 | 0   | 42    | 3e  |
| TOTALS    |  | 2.44(* | 100%  | -   | 42.0  | 3.0 |

(\*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water

# LEGAL DESCRIPTION

**BEING** a tract of land out of the J. Daughtery Survey, Abstract No. 279, Coryell County, Texas and being all of a called 1.85 acre tract of land described in deed to Sally Hill recorded in Instrument No. 221852 of the Deed Records, Coryell County, Texas, being all of a called 0.61 acre tract of land described in deed to Sally Hill recorded in Instrument No. 221854 of said Deed Records and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the south right-of-way line of State Highway No. 36 (a variable width right-of-way) for the northeast corner of said 0.61 acre tract and being the northeast corner of this tract; (Grid Coordinates: N:10559563.36, E:3060622.94)

**THENCE** departing said south right-of-way line and with the east line of said 0.61 acre tract, South 20°18'06" West, a distance of 443.09 feet to a 2" metal post found in the north line of a called 17.894 acre tract of land described in deed to Dorothy Mayben Young recorded in Volume 508, Page 219 of said Deed Records for the southeast corner of said 0.61 acre tract and being the southeast corner of this tract;

THENCE with said north line, the following courses and distances:

North 73°27'26" West, a distance of 58.00 feet to a 3/8" iron rod found for the southeast corner of said 1.85 acre tract and being the southwest corner of said 0.61 acre tract,

South 81°21'17" West, a distance of 73.70 feet to a 3/8" iron rod found for corner;

North 71°18'11" West, a distance of 11.07 feet to a 3/8" iron rod found for the southernmost southwest corner of said 1.85 acre tract;

**THENCE** departing said north line of the 17,894 acre tract and with the west line of said 1.85 acre tract, the following courses and distances:

North 20°49'16" East, a distance of 177.97 feet to a 3" metal corner post found for corner,

North 81°59'47" West, a distance of 178,51 feet to a 3/8" iron rod found for the westernmost southwest corner of said 1.85 acre tract and being the southwest corner of this tract;

North 20°40'59" East, passing a 3/8" iron rod found for reference at a fence corner at a distance of 269.75 feet and continuing in all a total distance of 279.94 feet to a mag nail w/ "H&P Surveying Property Corner" washer set in a concrete flume in said south right-of-way line of State Highway No. 36 for the northwest corner of said 1.85 acre tract and being the northwest corner of this tract;

**THENCE** with said south right-of-way line, South 81°23'29" East, passing a 1/2" iron rod found for the northeast corner of said 1.85 acre tract and the northwest corner of said 0.61 acre tract at a distance of 246.52 feet and continuing in all a total distance of 310.82 feet to the **POINT OF BEGINNING** and containing 2.4555 acres or 106,963 square feet of land.

Bearing system based on the State Plane Coordinate System of 1983, Texas Central Zone (4203), North American Datum of 1983 (NAD83) per the AllTerra Trimble Global Positioning System RTKnet.

# SURVEYOR'S CERTIFICATION:

I, Mitchell Cude, certify that this survey is based on an on-the-ground survey performed in the field utilizing researched record documents of the subject property and adjoining tracts. This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 3, Land Title Survey.

Survey Date: February 9, 2024

Mitchell Cude
Registered Professional Land Surveyor No. 6827
Heritage & Pine Surveying, LLC
889 TX-36, Hamilton, Texas 76531
Phone: 254-386-2362
HeritagePineSurveying@gmail.com

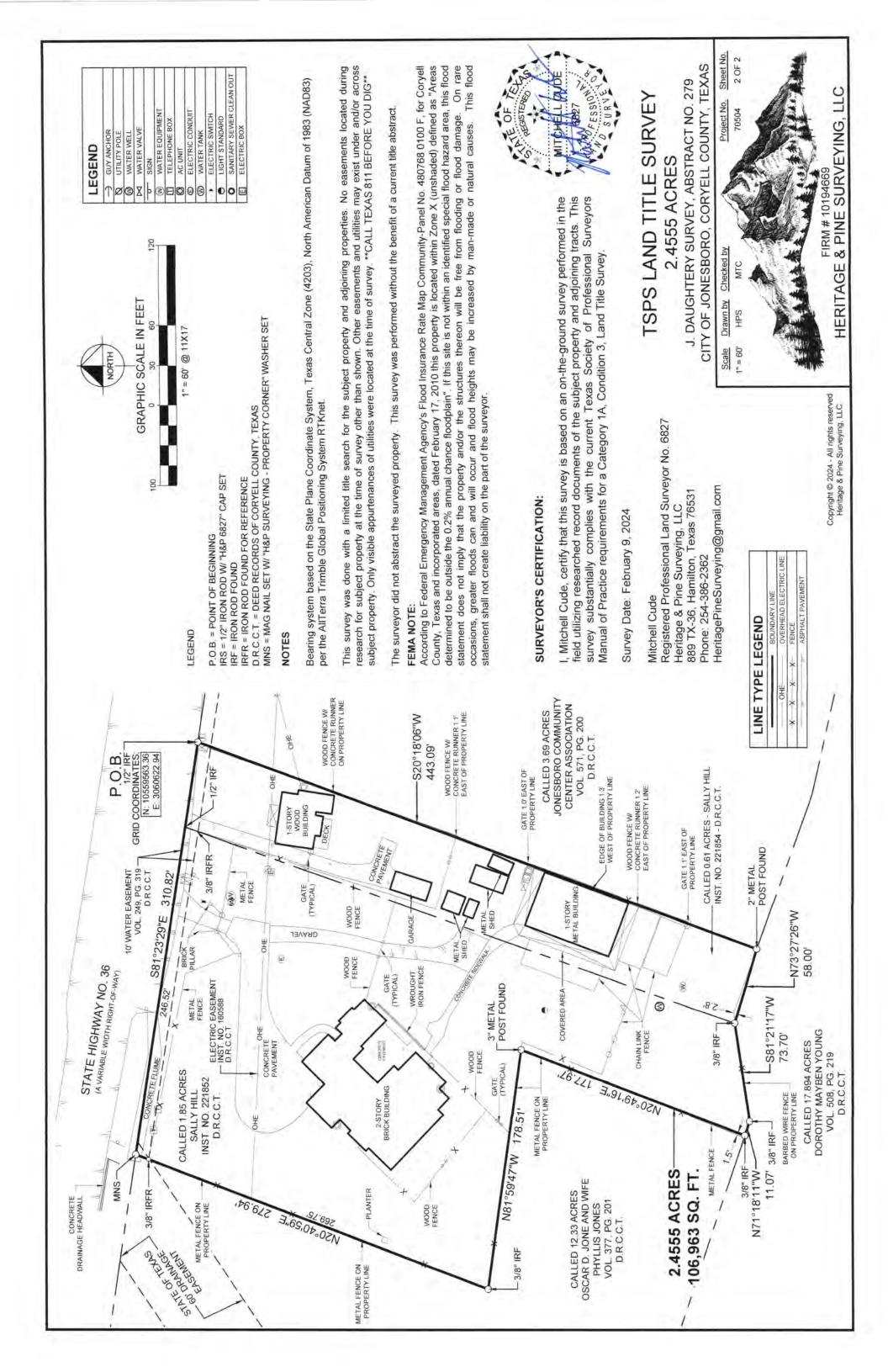


# TSPS LAND TITLE SURVEY

2.4555 ACRES
J. DAUGHTERY SURVEY, ABSTRACT NO. 279
CITY OF JONESBORO, CORYELL COUNTY, TEXAS



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

#### COMMITMENT FOR TITLE INSURANCE ISSUED BY

#### STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY 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 Polloy 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.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

| Countersigned by:                   | stewart<br>title guaranty company  | 19787 Mores                       |
|-------------------------------------|--|-----------------------------------|
| Authorized Signature                |  | . Mait Morri<br>President and CEC |
| Monteith Abstract & Title Co., inc. | 3000   |                                   |
| Company                             | 1.50.  | Medanana                          |
| Bellon, TX                          | The second of th | Denise Carrau                     |
| City, State                         |  | Secretar                          |

Agent ID: 43016B

#### COMMITMENT FOR TITLE INSURANCE

#### **SCHEDULE A**

| Effectiv           | e Date:              | April 12, 2024,   | 4:25 pm     |              |         | G.F. No. or File No. <b>24-0236</b> |
|--------------------|----------------------|-------------------|-------------|--------------|---------|-------------------------------------|
| Commi<br>(if appli | itment No<br>icable) | bls               | issued      | May 2, 2024, | 8:00 am |                                     |
| 1.                 | The policy o         | or policies to be | issued are: |              |         |                                     |

(a) OWNER 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 POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: To Be Determined

PROPOSED INSURED: To Be Determined

To Be Determined

(c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: To Be Determined PROPOSED INSURED: To Be Determined

Proposed Borrower: To Be Determined

(d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:

PROPOSED INSURED: Proposed Borrower:

(e) MORTGAGEE 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: Sally Hill, to be joined by spouse if married
- 4. Legal description of the land:

A tract of land out of the J. Daughtery Survey, Abstract No. 279, in Coryell County, Texas, containing 2.4555 acres of land, more or less, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

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 of 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.

#### Exhibit "A"

#### **LEGAL DESCRIPTION**

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THENCE departing said south right-of-way line and with the east line of said 0.61 acre tract, South 20°18'06" West, a distance of 443.09 feet to a 2" metal post found in the north line of a called 17.894 acre tract of land described in deed to Dorothy Mayben Young recorded in Volume 508, Page 219 of said Deed Records for the southeast corner of said 0.61 acre tract and being the southeast corner of this tract;

THENCE with said north line, the following courses and distances:

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THENCE with said south right-of-way line, South 81°23'29" East, passing a 1/2" iron rod found for the northeast corner of said 1.85 acre tract and the northwest corner of said 0.61 acre tract at a distance of 246.52 feet and continuing in all a total distance of 310.82 feet to the **POINT OF BEGINNING** and containing 2.4555 acres or 106,963 square feet of land.

Bearing system based on the State Plane Coordinate System of 1983, Texas Central Zone (4203), North American Datum of 1983 (NAD83) per the AllTerra Trimble Global Positioning System RTKnet.

#### COMMITMENT FOR TITLE INSURANCE

#### 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):

#### This Exception is hereby deleted.

- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner 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 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 Mortgagee 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 2024 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 Mortgagee 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 Mortgagee Policy (T-2) only.)
- 9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee 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.):
  - 1) Visible and apparent easements. \*
  - 2) Portion of the property within any roadway. \*
  - 3) 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. \*
  - \* Note: Upon receipt of a survey acceptable to company, exceptions 1-3 will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.
  - 4) All, leases, grants, exceptions or reservations of coal, lignite, 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.
    - a. Any and all leases, recorded or unrecorded, with rights of tenants in possession.
    - b. Easement to Jonesboro Water Supply of record in Volume 246, Page 329, Deed Records of Coryell County, Texas.
    - c. Easement to McLennan County Electric Coop of record in Clerk's File No. 160588, Official Public Records of Coryell County, Texas.
    - d. Easement to Jonesboro Water Supply of record in Volume 249, Page 319, Deed Records of Coryell County, Texas.
    - e. Easement to Coryell City Water Supply District of record in Clerk's File No. 317247, Official Public Records of Coryell County, Texas.

#### COMMITMENT FOR TITLE INSURANCE

#### 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.
- 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 Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- 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. We require taxes to be paid for 2023 and all prior years.
- 6. We require that we be furnished with an AFFIDAVIT OF DEBTS AND LIENS executed by the Seller at time of closing.
- 7. If an Owner's Title Policy is issued, we require that we be furnished with a WAIVER OF INSPECTION executed by the Purchaser at time of closing.
- 8. If titleholder is married, his/her spouse must join in the execution of documents for this transaction or both must execute a recordable affidavit disclaiming any homestead interest in the property herein described and setting out the property on which they reside as their homestead.
- 9. If titleholder is married, please furnish spouse's name to Company for name check.
- 10. Note to Closer: Exemptions are claimed on the subject property. Prior to closing, verification of any rollback taxes must be obtained from the Coryell County Tax Appraisal District.
- 11. If any party to the transaction will execute documents by a durable power of attorney Company requires that the agent of each such power of attorney provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Texas Estates Code, Sect. 751.203, on or before the date of closing, and must be filed of record with the county clerk.
- 12. We require wire transfers for all transactions that involve payment of \$1,500.00 or more. The Title Company must require compliance with Article 9.39A of the Texas Insurance Code by all parties.

13. For Informational Purposes to Establish Chain of Title:

The following deed(s) are disclosed as evidence of 24 month chain of title:

Instrument:

Warranty Deed with Vendor's Lien

**Grantor:** 

Patsy R. Kay Revocable Trust dated May 6, 1991 and the Estate of Patsy R. Kay

**Grantee:** 

Sally Hill

Filed on:

Executed on: September 30, 2008 October 7, 2008

Inst. No.:

221852

Description:

**Subject property** 

Instrument:

Warranty Deed with Vendor's Lien

**Grantor:** 

Patsy R. Kay Revocable Trust dated May 6, 1991 and The Estate of Patsy R. Kay

**Grantee:** 

Sally Hill

Executed on: September 30, 2008

Filed on: Inst. No.: October 7, 2008 221854

Description:

Subject property

- 14. We should be reimbursed for the tax research fees charged per tax certificate and 8.25% sales tax, upon closing or cancellation of this file.
- 15. Effective May 1, 2019 a \$2.00 Guaranty Fee must be collected for each owners and lenders title insurance policy issued as required by Texas Title Insurance Guaranty Association.

Countersigned

Monteith Abstract & Title Company, Inc. - Copperas

Cove

#### COMMITMENT FOR TITLE INSURANCE SCHEDULE D

G.F. No. or File No. 24-0236 Effective Date: April 12, 2024, 4:25 pm

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

#### **Stewart Title Guaranty Company**

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to <u>Stewart Title Guaranty Company</u>, the "Underwriter" herein, the following disclosures are made as of January 1, 2024:

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, John Rothermel, Senior Vice President Chief Underwriting Counsel, Senior Vice President Regional Underwriting Counsel.

2. The following disclosures are made by Monteith Abstract & Title Company, Inc.

Monteith Abstract & Title Company, Inc. is owned 100% by MATC 1876 LP. The partners of MATC 1876 LP are: MATC 1876 Management LLC, Marilyn Turner, Manager, 1%; Frank J Turner Special Community Property Trust, Frank J Turner, Trustee, 25.5%; Marilyn Turner Special Community Property Trust, Marilyn Turner, Trustee, 25.5%; The MACMER Trust, Brett Alan Turner, Trustee, 24%; The Kid's Kitty Trust, Bradley Jones Turner, Trustee, 24%.

The members of MATC 1876 Management LLC, Marilyn Turner, Manager, are: Frank J Turner Special Community Property Trust, Frank J Turner, Trustee, 26%; Marilyn Turner Special Community Property Trust, Marilyn Turner, Trustee, 26%; The MACMER Trust, Brett Alan Turner, Trustee, 24%; The Kid's Kitty Trust, Bradley Jones Turner, Trustee, 24%.

DIRECTORS
Frank J Turner, Jr.
Marilyn Turner

Marilyn Turner, Chairman of the Board
Brett Alan Turner, President
Bradley Jones Turner, Executive Vice President
John Tyson Hendrick, Secretary/Treasurer

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:
Owners Policy
Mortgagee Policy
Total

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

<u>Amount</u>

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 State Board of Insurance.

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

#### 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 ilmited 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.

All notices required to be given to the Company and any statement in writing to be furnished to the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

STEWART TITLE GUARANTY COMPANY

#### STEWART TITLE GUARANTY COMPANY

#### IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

1-800-729-1902

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

to obtain information on:

- 1. filing a complaint against an insurance company or agent,
- 2. whether an insurance company or agent is licensed.
- complaints received against an insurance company or agent.
- 4. policyholder rights, and
- a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE P.O. BOX 149104 AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771

#### AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

- como someter una queja en contra de una companía de seguros o agente de seguros,
- 2. si una compania de seguros o agente de seguros tiene licencia,
- quejas recibidas en contra de una compania de seguros o agente de seguros,
- 4. los derechos del asegurado, y
- una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento,

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS P.O. BOX 149104 AUSTIN, TEXAS 78714-9104 FAX NO. (512) 475-1771

#### TEXAS TITLE INSURANCE INFORMATION

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

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

El seguro de título le asegura en relacion a pedidas resultantes de ciertos riesgos que pueden aledar el título de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de títulos de emitir lapoliza de seguro de título. El Compromiso es un documento legal. Usted debe lecrio cuidadosamente y entenderio completamente antes de la fecha para finalizar su transaccion.

Your Commilment for Title Insurance is a legal contract between you and us. The Commilment is not an opinion or report of your lie. It is a contract to Issue you a policy subject to the Commilment'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 here 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 tile insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endosements, 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. Schedie 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 ordiscussed in the Commilment.
- 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 notice same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1:000-729-1902 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 broohuse 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 willinsure 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 tittle 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 tater date and the Company agrees to add an increased Value Endorsement.

#### DELETION OF ARBITRATION PROVISION (Not applicable to the Texas Residential Owner 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 rights to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

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

The arbitration provision in the Policy is as follows:

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

| I request deletion of the Arbitration | n provision.                           |      |   |
|---------------------------------------|--|------|---|
|                                       |  |      |   |
|                                       |  |      |   |
|                                       |  |      |   |
| SIGNATURE                             | · •••••••••••••••••••••••••••••••••••• | DATE | *************************************** |

## MONTEITH ABSTRACT & TITLE COMPANY PRIVACY POLICY NOTICE

#### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Monteith Abstract and Title Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.
- Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal
  information will be collected about you.
- We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.
- We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:
- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### **Real Estate Auction Sales Contract**

| Thi | is Agreement is entered into this day,,   | (the "Effective Date") by and between         |
|-----|---|---|
|     | (the "Seller"), whose address is  |   |
|     | , (the "Buyer"), whose address is   |   |
| 1.  | <b>AGREEMENT TO PURCHASE:</b> In consideration of the sum as identified in Paragra forth, and other good and valuable consideration, the receipt and sufficiency of wh sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and selected real property (the "Property"), attached hereto as <b>Exhibit "A".</b> | ich are hereby acknowledged, Seller agrees to |
| 2.  | PURCHASE PRICE:   |   |
|     | High Bid Price:   | \$  |
|     | Buyer's Premium: (5%)   | \$  |
|     | Total Purchase Price:   | \$  |
|     | Non-Refundable Down Payment/Deposit:  | \$  |
|     | In U.S. Funds, due with Contract, to be held by Closing Agent.  |   |
|     | Balance of Purchase Price:  | \$  |
|     | In U.S. Funds, due at Closing, not including Buyer's closing costs, financing costs, prepaid amounts or proration's, in immediately   |   |
|     | available cash or by confirmed wire transfer.   |   |
| 3.  | CLOSING: Closing shall be on or by Friday, June 21st, 2024. Closing shall take p  | lace at Monteith Abstract & Title Company,    |

3. CLOSING: Closing shall be on or by Friday, June 21st, 2024. Closing shall take place at Monteith Abstract & Title Company, Copperas Cove Team 806 S Main St., Copperas Cove, TX 76522. Their email is cove@monteithtitle.com, phone number is (254)

At Closing, Seller shall deliver to Buyer a Special Warranty Deed, (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and Buyer shall pay, or cause to be paid to Seller the Total Purchase Price. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered upon Closing and Funding, subject to those matters contained in the Deed, Title Commitment, this Contract and "Exhibit A". Time is of essence in this Contract.

- 4. TAXES AND OTHER PRORATIONS: The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount for the prior year. All unpaid taxes for the prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items.
- 5. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (the "Assessments") for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to Closing, the Assessments will be the obligation of Seller. Obligations imposed by this Paragraph will survive closing.

| Initialed for Identification by Seller . | Buver . |
|--|---------|
|--|---------|

6. LIKE-KIND EXCHANGE: If Seller or Buyer desires to conduct a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, in connection with the transfer of the Property, the other party agrees to cooperate in the exchange transaction. Notwithstanding such cooperation, the party conducting the exchange will be responsible for making all arrangements incident to the like-kind exchange, and the other party will incur no liability of any kind whatsoever in consummating the like-kind exchange, except for failure to perform its obligations under this contract.

#### 7. CLOSING COSTS:

- **A. Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and issuance of the Title Policy (as hereinafter defined), and all costs relating to tax certificates, overnight courier fees and messenger charges on behalf of the Seller.
- **B. Buyer's Costs.** At Closing, Buyer shall pay the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), Closing Agent's closing fees, and all additional sale or closing fees.
- 8. TERMS AND CONDITIONS: Auction Terms and Conditions are hereby incorporated by reference and have been attached as Exhibit "B". In the event of any conflict between the terms and conditions specified the Auction Terms and Conditions and those specified herein; the terms and conditions specified herein shall prevail. This is a cash sale with a down payment and balance due at Closing (as specified in Paragraph 2). This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.
- 9. DOWN PAYMENT/DEPOSIT AND CLOSING AGENT: Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

#### 10. DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE):

- A. Buyer warrants and acknowledges to and agrees with Seller, and its agent, United Country Real Estate Hill Country Pros, the Broker of Record, and Auctioneer (the "Broker/Auctioneer") that Buyer is purchasing the Property in an "AS-IS, WHERE-IS" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any nature, or type whatsoever, from or on behalf of the Seller and the Deed will contain appropriate disclaimers to this effect.
- **B.** Buyer acknowledges to and agrees with Seller and Broker/Auctioneer that with respect to the Property, Seller and Broker/Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, and warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the Property.
- C. Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed the Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR BROKER/AUCTIONEER or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, documents, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Broker/Auctioneer.
- **D.** Buyer shall look only to Seller, and not to Broker/Auctioneer, as to all matters regarding this Contract and the Property. The Broker/Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
- **E.** Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Broker/Auctioneer with respect to the condition of the Property, either patent or latent.

| nitialed for Identification by    | / Seller . | Buver |   |
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11. PROPERTY INSPECTION: It is Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Broker/Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph shall expressly survive the Closing and any termination of the Contract.

12. TITLE: Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions". Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller, at its cost, shall cause the title insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- **A.** Maps and depictions included in the marketing materials for the auction are for illustration purposes only and neither Seller, nor Broker/Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- **B.** Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- **C.** Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- **D.** The Property is selling subject to any restrictive covenants and easements shown in the Title Commitment and the Survey.
- 13. TITLE DEFECTS: If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to the Seller, the Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

| Initialed for Identification by Seller | . Buver . |
|--|-----------|
| initialed for identification by Seller | . Buver . |

#### 14. COMMISSIONS:

- **A. Agency Disclosure.** Broker/Auctioneer has acted as agent for Seller in this transaction and may be paid a commission by Seller pursuant to a separate written agreement between Seller and Broker/Auctioneer.
- **B.** Commission/Buyer's Premium. At Closing, Broker/Auctioneer shall be paid the commissions as outlined in a separate agreement (auction listing agreement).
- C. Buyer's Broker Fee. At Closing, Seller shall pay a Buyer's Broker Fee if Buyer is represented by a Buyer's Broker, and the Buyer Broker Registration Form previously approved by Broker/Auctioneer has been attached as Exhibit "C". The Buyer's Broker must have performed all requirements of the Buyer's Broker guidelines as provided by Broker/Auctioneer. Failure to properly register or comply with the provisions of the guidelines will disqualify the Buyer's Broker from receiving any commission.
- 15. FIXTURES AND PERSONAL PROPERTY: Only the Seller's fixtures currently attached to the Property will be conveyed to Buyer and no other personal property will be conveyed with the Property. Exclusions to the above have been attached as **Exhibit "D"** (if any).
- 16. BREACH OF CONTRACT BY SELLER: If Seller defaults in the performance of any of its obligations pursuant to this contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Broker/Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.
- 17. BREACH OF CONTRACT BY BUYER: In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.
  - In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.
- 18. CASUALTY: Except as herein provided, all risk of loss with respect to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its precasualty condition or to cancel this Contract and Buyer's Down Payment/Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.
- 19. ACKNOWLEDGEMENT: The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Texas Business Organizations Code), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute the Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.
- **20. WAIVER:** No failure or delay on the part of Seller in exercising any right of Seller or any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

#### 21. AGREEMENT OF THE PARTIES:

- **A. Entire Agreement; Amendment:** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.
- **B. Assignability:** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

| Initialed for Identification by Seller | , Buver | Page 4 | 1 |
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|  |         |        |   |

- **C. Binding Effect:** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
- **D. Counterparts:** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
- E. Joint and Several: All Buyers executing this Contract are jointly and severally liable for the performance of all its terms.
- F. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Contract.
- **G. Severability:** If a court finds any clause in this Contract invalid or unenforceable, the remainder of this Contract will not be affected and all other provisions of this Contract will remain valid and enforceable.
- H. Resolution of Disputes: Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of, or relating to, this Contract or any resulting transaction shall be decided by the District Court located in Lamb County, Texas.
  EACH OF THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY. ALL MATTERS SHALL BE TRIED TO THE JUDGE AT A BENCH TRIAL.
- I. Notices: All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivery by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Broker/Auctioneer and Closing Agent. Kim Hill, Broker (TX#592248) and Shawn Terrel (TX#17087) are the Broker and Auctioneer of Record and United Country Real Estate | Hill Country Pros is the Brokerage of Record (TX#9007077). In compliance with TDLR rule 67.100(c)(1), notice is hereby provided that this auction is covered by a Recovery Fund administered by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-2906. Any complaints may be directed to the same address.



<<< SIGNATURE PAGE FOLLOWS >>>

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