

PROPERTY INFORMATION PACKET

186.8 +/- ACRE TRACT IN HOCKLEY COUNTY

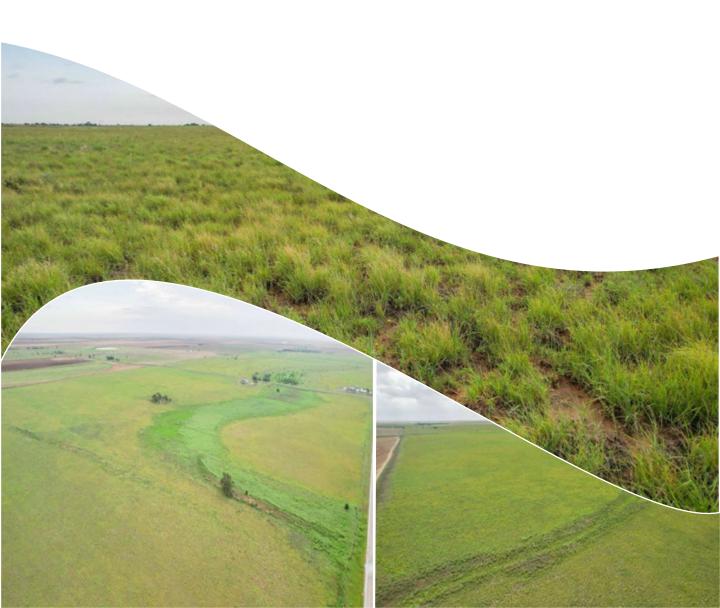




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Sudan, Texas Location 212 Main Street Sudan, TX 79371 Turkey, Texas Location 104 S. Ninth Street Turkey, TX 79261

WELCOME AUCTION BIDDERS!

On behalf of United Country | M. Edwards Realty & Auction, and the Sellers, we would like to welcome you to this online-only 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 the 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, the marketplace and opportunity for well-informed and qualified buyers to present their offers.

Over the past 100 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 | M. Edwards Realty & Auction, feel free to visit our website at: www.MEdwardsRealty.com.

Thanks again for your participation,

Mosty Edwards

Monty Edwards

REALTREE Land Pro/Broker/Auctioneer

United Country Real Estate | M. Edwards Realty & Auction

Cell: 806.786.5426 Office: 806.686.6371 monty@medwardsland.com

Innovators in Marketing Lifestyle Real Estate Since 1925







National Marketing, Local Expertise®

Office Phone: 806.686.6361



Auctioneer Cell: 806.786.5426.







Tract Maps



Hockley County, Texas, 186.8 AC +/-

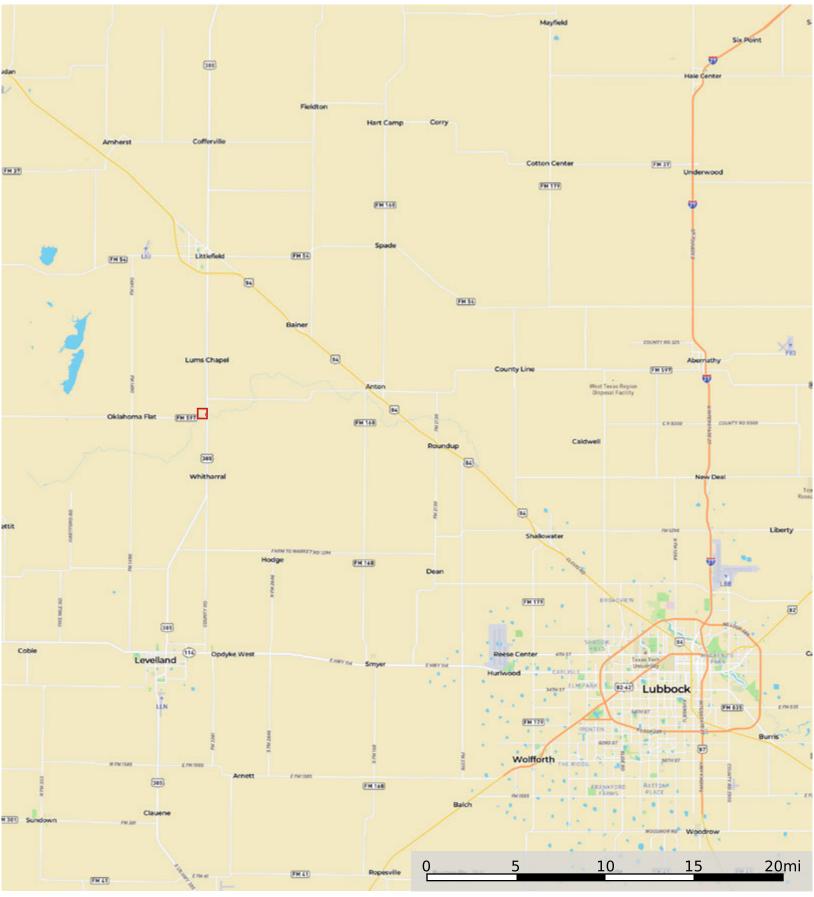






Hockley County, Texas, 186.8 AC +/-







Hockley County, Texas, 186.8 AC +/-









400

200

600 800ft

P: (806)786-5426

212 Main Street, Sudan, TX 79371







Boundary 183.2 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
AfA	Amarillo fine sandy loam, 0 to 1 percent slopes	101.5 4	55.43	0	46	3e
MPC	Midessa and Posey fine sandy loams, 3 to 8 percent slopes	34.98	19.09	0	40	6e
BcA	Bippus clay loam, 0 to 2 percent slopes, occasionally flooded	26.61	14.53	0	56	2w
MdB	Midessa fine sandy loam, 1 to 3 percent slopes	11.36	6.2	0	40	3e
EsA	Estacado loam, 0 to 1 percent slopes	5.07	2.77	0	48	1
AcA	Acuff loam, 0 to 1 percent slopes	3.64	1.99	0	49	3e
TOTALS		183.2(*)	100%	1	46.05	3.37

(*) 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.



DESCRIPTION: This 186.8+/- Acre Conservation Reserve Program Tract is located in north central Hockley County on US 385 and FM 597. This farm has diverse topography for the area and is very accessible with paved frontage down the east boundary (US 385) and south boundary (FM 597). The farm is in an area that has various types of use of land for agriculture production including cotton, grain sorghum, wheat, and grass for haying and grazing. This farm is currently in the conservation reserve program and planted to grass and would make a great place for recreation and hunting. It is worth noting that the southern 2/3's of the farm are in a Flood Zone A designation as the Yellow House Draw runs through the property. With scenic views, diversity of terrain, relatively close proximity to Lubbock and Levelland, Texas this might be one to buy.

LEGAL DESCRIPTION: Being a 186.8 acre tract consisting of all of Labor 2, League 707 save and except a 1 acre tract outside of highway right of way (Highway easement recorded in Volume 65, Page 60 of the Hockley County Deed Records), said 1 acre tract recorded in Document 202500000315 of the Official Public Records of Hockley County, Texas, said 186.8 acres being further described as follows:

Beginning at a 1/2" iron pipe found in West FM 597 for the Southwest corner of said Labor 2;

Thence N.2°22'12"E. 2947.22 feet to a 1/2" With Cap - "C.E.C. 10194378" set for the Northwest corner of said Labor 2;

Thence S.87°21'45"E. 2780.41 feet to a mag nail with washer set in U.S. Highway 385 for the Northeast corner of said Labor 2;

Thence S.2°21'25"W. 1620.56 feet to a point in the West line of said Labor 2;

Thence N.87°33'01"W., at 60 feet pass a 1/2" With Cap - "C.E.C. 10194378" set for the Northeast corner of said 1 acre tract, in all, 277.29 feet to a found 1/2" rod for the Northwest corner of said 1 acre tract;

Thence S.2°24'52"W. 200.35 feet to a 1/2" With Cap - "C.E.C. 10194378" set for the Southwest corner of said 1 acre tract;

Thence S.87°38'35"E., at 217.8 feet pass a ½" rod found for the Southeast corner of said 1 acre tract, in all, 277.49 feet to a point in the West line of said Labor 2;

Thence S.2°21'25"W. 1124.82 feet mag nail with washer set in U.S. Highway 385 for the Southeast corner of said Labor 2;

Thence N.87°24'08"W. 2781.08 feet to the Point of Beginning and containing 186.8 acres including part of U.S. Highway 385 on the West and part of West F.M. 597 on the South.

TOPOGRAPHY: Tract has a fair amount of slope and Yellow House Draw runs through the bottom SW 1/3 of property which can serve as good wildlife funnel and also is a part of the property that provides some shelter from north wind in winter. Yellow House Draw runs through the property which can flood during periods of excess rainfall. Approximately the southern 2/3's of the property is located in a FEMA Floodplain Symbol A, Zone Subtype A-100. Approximately top 1/3 or remainder of the property is designated as a FEMA Floodplain Symbol C, Zone Subtype C. FEMA Firmette included in Property Information Packet.

IMPROVEMENTS: There are currently no improvements on this property other than a few old irrigation well sites, condition unknown. There is a home on the save and except portion of the tract that is not owned by the sellers and will not convey in the auction.

WATER FEATURES: This property has the Yellow House Draw running through it that runs from Yellow Lake to the Northwest all the way to Yellow House State Park in north Lubbock to the Southeast. This area can sometimes run during periods of flooding. The property will at times have some water on it during rainy seasons in the lowest lying areas.

FENCING: There is currently no fencing on the property.

WILDLIFE, HUNTING AND RECREATION: Area is well suited for a variety of game such as mule deer, dove, quail, crane and geese. With the Yellow House draw running through property, there is better than average habitat for birds and deer and the draw does serve as a natural wildlife funnel in the area. There is storm runoff water through the property from time to time, offering the possibility to capture for wildlife habitat enhancement.

SOIL: Soils that comprise the tract consists primarily of Amarillo fine sandy loam, 0 to 1 percent slopes, Midessa and Posey fine sandy loams, 3 to 8 percent slopes, Bippus clay loam, 0 to 2 percent slopes, occasionally flooded, and minor soils consisting of Midessa fine sandy loam, 1 to 3 percent slopes, Estacado loam, 0 to 1 percent slopes, and Acuff loam, 0 to 1 percent slopes.

USDA INFO: Farm is currently enrolled in the USDA Conservation Reserve Program (CRP) through September 30th, 2030. Acres enrolled are 178.33 with an annual payment per acre of \$37.00 or an overall annual payment of \$6599.00. FSA-156 available in Property Information Packet with details about base acres.

TAXES: \$322.64 w/exemptions, \$2036.36 without exemptions (2024)

RESERVATIONS: Seller warrants that this Property will sell without any other title reservations, including but not limited to mineral, wind, or solar reservations.

EASEMENTS: The sale of the property is subject to any and all easements filed of record. SEE Survey marked in Property Information Packet for more information.

FURTHER REPRESENTATIONS: 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 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 and confirmed by Seller.

COMMENTS: Please call Monty Edwards to plan to view the property at 806-786-5426 or email him at monty@medwardsland.com.



Exhibit B

Bidder #

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 a
Purchase Contract if I am declared the high bidder	(winning bidder) by the auctioneer during the following auction:
Description of Land (Full legal descriptions in Title	Company).

Being a 186.8 acre tract consisting of all of Labor 2, League 707 save and except a 1 acre tract outside of highway right of way (Highway easement recorded in Volume 65, Page 60 of the Hockley County Deed Records), said 1 acre tract recorded in Document 202500000315 of the Official Public Records of Hockley County, Texas, said 186.8 acres being further described as follows:

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Thence S.87°21′45″E. 2780.41 feet to a mag nail with washer set in U.S. Highway 385 for the Northeast corner of said Labor 2;

Thence S.2°21'25"W. 1620.56 feet to a point in the West line of said Labor 2;

Thence N.87°33′01″W., at 60 feet pass a 1/2" With Cap - "C.E.C. 10194378" set for the Northeast corner of said 1 acre tract, in all, 277.29 feet to a found 1/2" rod for the Northwest corner of said 1 acre tract;

Thence S.2°24′52″W. 200.35 feet to a 1/2" With Cap - "C.E.C. 10194378" set for the Southwest corner of said 1 acre tract;

Thence S.87°38′35″E., at 217.8 feet pass a ½″ rod found for the Southeast corner of said 1 acre tract, in all, 277.49 feet to a point in the West line of said Labor 2;

Thence S.2°21'25"W. 1124.82 feet mag nail with washer set in U.S. Highway 385 for the Southeast corner of said Labor 2;

Thence N.87°24′08″W. 2781.08 feet to the Point of Beginning and containing 186.8 acres including part of U.S. Highway 385 on the West and part of West F.M. 597 on the South.

Bidding Open & Close Dates/Times:

- o Online Bidding Opens on August 20th, 2025 at 5:00 PM CDT
- o Online Bidding Closes on September 17th, 2025 at 5:00 PM CDT

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 <u>MUST</u> be signed and returned to the auction company, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (806)686-6371 or the Auctioneer directly at (806)786-5426 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

l) Seller's Confirmation: `	The property is being off	ered in an Online (Only Auction, this is	a reserve auction wit	th
all bids being subjec	t to approval by Seller.				

- 2) Auction Bidding Registration: Online bidder hereby acknowledges 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 Monty Edwards at (806)786-5426 or by email at Monty@MEdwardsAuction.com. 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.
- 4) Property Preview: The property can be previewed by contacting the auction company at (806) 686-6371 or the Auctioneer directly at (806) 786-5426. Buyer agrees to indemnify, defend and hold harmless property owner from any damages resulting from Buyer's preview of the property. Property previews are encouraged prior to placing a bid in the auction. There may be cattle in the pasture, so please keep all the gates closed while inspecting. Please do not drive in tall grass to avoid fire hazard. Direct all questions to the auction company, see website for preview dates when staff will be onsite.
- 5) **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 and financing is NOT a contingency in the purchase agreement.
- 6) Buyer's Premium: A FIVE PERCENT (5%) Buyer's Premium shall be added to the final bid price placed 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 Purchase Price for which they are obligated to pay for the property.
- 7) Purchase Contract: Winning bidder hereby agrees to enter into a Contract to Purchase the property immediately upon being notified of the Seller's acceptance of their winning bid. Upon the close of the auction the winning bidder will be forwarded via email the Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auction Company (United Country Real Estate M. Edwards Realty & Auction) within 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be (hand delivered, faxed, or scanned and emailed). A copy of the Auction Real Estate Sales Contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment/Earnest Deposit:** A non-refundable down payment of <u>Ten Percent (10%)</u> of the total contract purchase price 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 before October 16th, 2025. Closing shall take place at Hockley County Abstract located at 609 Austin Street, Levelland, TX 79336 Closing Agent is Amber Hinson and her phone number is 806-894-6127, email is . Out of state buyers will be afforded the opportunity to close remotely.
- 10) **Easements:** The sale of the property is subject to any and all easements filed of record.
- 11) Minerals and Other Title Reservations and/or Special Provisions: Attached hereto as Exhibit(s) E, are materials specifically related to reservations or special provisions that will be a part of the purchase contract to be executed in compliance with Section 7 hereof. Buyer acknowledges receipt of such Exhibits and specifically consents to the inclusion of such reservations and special provisions in the aforementioned purchase contract. Seller warrants that this Property will sell without any other title reservations, including but not limited to mineral, wind, or solar reservations.

- 12) **Survey:** In the event any purchased tract requires a survey to determine the legal description, the cost of the survey will be paid by the Seller. If the same buyer or entity purchases two (2) adjoining tracts and no interior survey is required to separate said tracts, then any additional survey desired by the buyer will be at the buyer's sole discretion and cost.
- 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:** Seller shall provide a Preliminary Title Commitment for the property being sold. Seller shall pay for the issuance of the Title Policy for the property being sold and transferred. Seller shall execute a Special Warranty Deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous year's 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 Real Estate M. Edwards Realty & Auction, 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 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 and confirmed by Seller.

<<< SIGNATURE PAGE TO FOLLOW>>>

3	Page

Buyer: Printed Name	BUYERS SIGNATURE	DATE	
Spouse (if any): Printed Name	SPOUSE SIGNATURE	DATE	
Buyer: Address			
	(RECEIVED)		
Buyer: City / State / Zip			
Buyer: Email	Auctioneers Printed Nar	me	
Buyer: Phone	Auctioneers Signature	Date	



Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

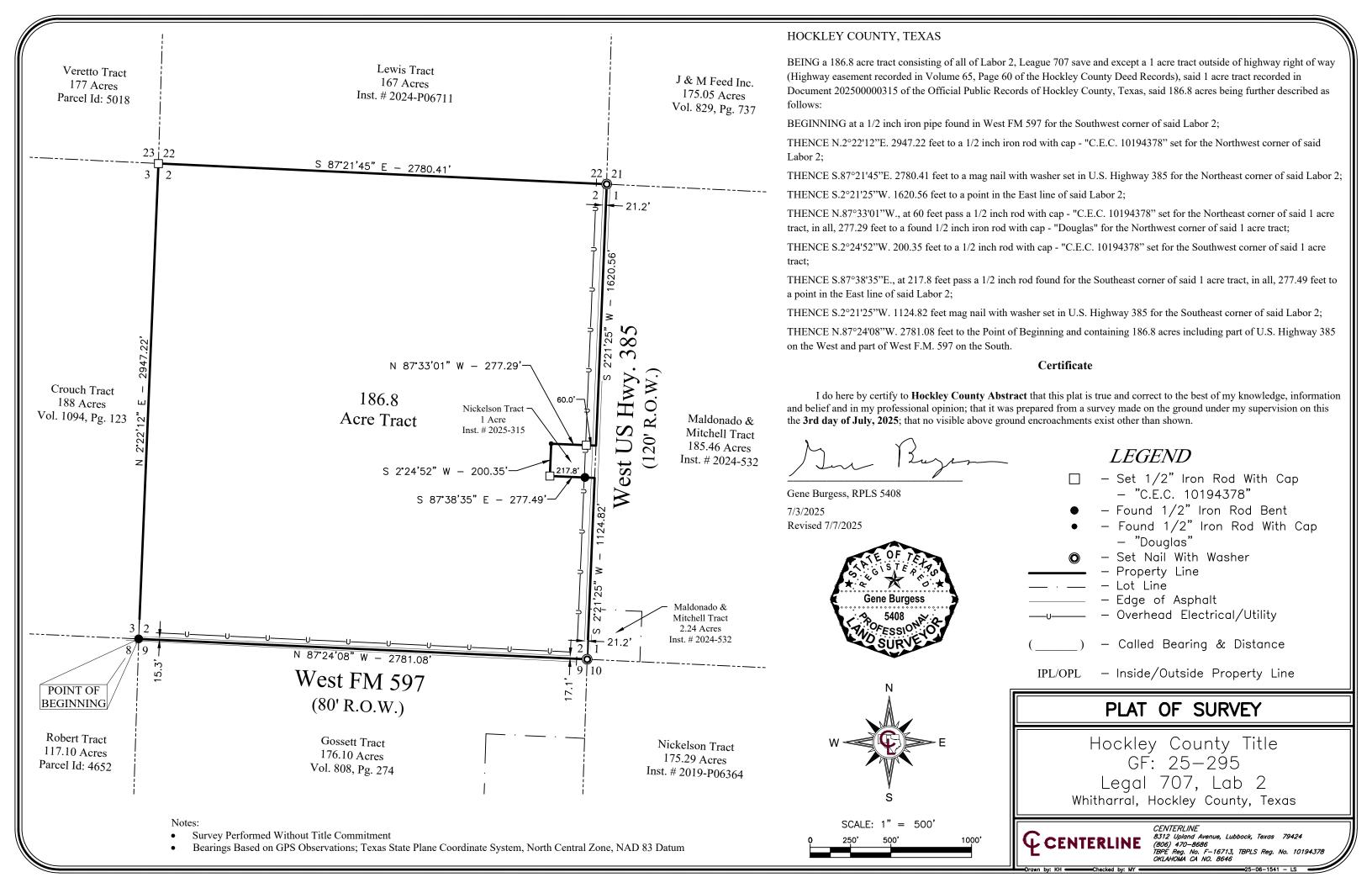
- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

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

United Country Real Estate - M. Edwards Realty & Auction	9002391	office@MEdwardsRealty.COM	(806)686-6371
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Monty E. Edwards	515752	monty@medwardsland.com	(806)786-5426
Designated Broker of Firm	License No.	Email	Phone
Monty E. Edwards	<u>515752</u>	monty@MEdwardsLand.com	(806)786-5426
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Monty Edwards	515752	monty@medwardsland.com	(806)786-5426
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Ten	nant/Seller/Landlord Initials	Date	

Regulated by the Texas Real Estate Commission TXR-2501

Information available at www.trec.texas.gov





T-7 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 Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

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

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

Authorized Countersignature

fockley County Abstract, Ltd.

Company Name

i09 Austin

evelland, TX 79336

ity, State

THAN TO LEWE THE COUNTY OF THE

Frederick H. Eppinger President and CEO

President and CEO

David Hisey Secretary

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date	e: June 13, 2025, 5:00 pm	GF No. 25-295
Commitment 1	No, issued June 26, 2025, 10:00 am	
1. The	policy or policies to be issued are:	
a.	OWNER'S POLICY OF TITLE INSURANCE (Form T-1) (Not applicable for improved one-to-four family residential real estate) Policy Amount: PROPOSED INSURED:	
b.	TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R) Policy Amount: PROPOSED INSURED:	
c.	LOAN POLICY OF TITLE INSURANCE (Form T-2) Policy Amount: PROPOSED INSURED: Proposed Borrower:	
d.	TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R) Policy Amount: PROPOSED INSURED: Proposed Borrower:	
e.	LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13) Binder Amount: PROPOSED INSURED: Proposed Borrower:	
f.	OTHER Policy Amount: PROPOSED INSURED:	
2. The i	nterest in the land covered by this Commitment is: Fee Simple	
	rd title to the land on the Effective Date appears to be vested in: P. Mixon, (Life Estate interest), Marjorie Eller and Betty L. Horton (Remainder interest)	
Labo	l description of land: or Two (2), League Seven Hundred Seven (707), State Capitol Lands, Hockley County, Texas, SAV EPT a 1.00 acre tract more particularly described on Exhibit A attached hereto.	E AND

Countersigned Hockley County Abstract, Ltd.

uthorized Countersignature

EXHIBIT A

Labor Two (2), League Seven Hundred Seven (707), State Capitol Lands, Hockley County, Texas, **SAVE AND EXCEPT** a 1.0 acre tract of land out of Labor Two (2), League Seven Hundred Seven (707), State Capitol Land in Hockley County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a ½" IR set in the W/ROW of U.S. Highway 385, from whence a 40d Nail found in the centerline intersection of Highways 385 and 597 for the SE corner of Labor 2 bears S 0° 18' 36" W, a distance of 1124.56 feet and S 89° 41' 24" E, a distance of 60.00 feet;

THENCE N 89° 41' 24" W, a distance of 217.80 feet to a ½" IR set for the SW tract corner;

THENCE N 0° 18' 36" E, a distance of 200.00 feet to a ½" IR set for the NW tract corner;

THENCE S 89° 41' 24" E, a distance of 217.80 feet to a ½" IR set for the NE tract corner;

THENCE S 0° 18' 36" W, along the W/ROW of US Highway 385, a distance of 200.00 feet to the place of beginning.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

(Applies to the Owner's Policy only.)

- 5. Standby fees, taxes and assessments by any taxing authority for the year 2025, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
- 6. The terms and conditions of the documents creating your interest in the land.
- 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
- 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
- 9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

Continuation of Schedule B GF No. 25-295

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. Subject to the conveyance of one-sixteenth (1/16) royalty interest to M.H. Reed recorded in Volume 59, Page 534 of the Deed Records of Hockley County, Texas. Said mineral interest has not been researched since the date of said conveyance.
- b. Subject to the reservation of one-half (1/2) of the oil, gas and other minerals in Volume 60, Page 559 of the Deed Records of Hockley County, Texas. Said mineral interest has not been researched since the date of said reservation. This reservation includes the royalty reservation recorded in Volume 59, Page 534 of the Deed Records of Hockley County, Texas.
- c. Subject to unreleased Oil and Gas Leases described in documents recorded in Volume 72, Page 417 and Volume 88, Page 196 of the Oil and Gas Leases of Hockley County, Texas.
- d. Subject to a Right of Way Easement to Texas Utilities Company recorded in Volume 20, Page 336 of the Deed Records of Hockley County, Texas.
- e. Subject to Right of Way Easements to The State of Texas recorded in 64, Page 423 and Volume 115, Page 300 of the Deed Records of Hockley County, Texas.
- f. Subject to the Plat recorded in Volume 14, Page 332 of the Deed Records of Hockley County, Texas.
- g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- h. Subject to all memorandums, assignments and amendments of the unreleased oil and gas leases of record.
- i. Subject to County Ordinances recorded in Volume 360, Page 122 and Volume 415, Page 375 of the Deed Records of Hockley County, Texas.
- j. Subject to the rules and regulations of the High Plains Underground Water Conservation District No.1, formed by resolution recorded in Volume 134, page 512 of the Deed Records of Hockley County, Texas.
- k. Our examination does not cover any financing statements filed in the Office of the Secretary of State of the State of Texas, nor any examination of bankruptcy proceedings in the United States Bankruptcy Court.
- l. Subject to all right of ways or easements either of record or on the ground.
- m. Subject to any portion of the land lying within any roadway.
- n. Subject to the rights of parties in possession (Owner Policy Only)

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE C

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

- 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- 2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- 3. You must pay the seller or borrower the agreed amount for your property or interest.
- 4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

REQUIREMENT:

5. If Opal P. Mixon is deceased, we require a copy of the Death Certificate so we can prepare an Affidavit to be recorded stating when she passed away.

The name(s) of the purchaser(s)/borrower(s) have been checked for judgment liens protected under the terms of the Federal Debt Collection Procedures Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to the closing, resubmit for additional examination. Further requirements may be necessary.

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

COMMITMENT FOR TITLE INSURANCE T-7

SCHEDULE D

GF No. 25-295

Effective Date: June 13, 2025, 5:00 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

As to Stewart Title Guaranty Company, the "Underwriter" herein, the following disclosures are made as of January 1, 2025:

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, Erin Sheckler, Iain M. Bryant, 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; Erin

Sheckler, Group President; Iain M. Bryant, Group President - Agency Services; Pamela O'Brien, Senior Vice President - General

Counsel; Mary P. Thomas, Senior Vice President - Chief Compliance & Regulatory Officer; Kelly Rickenbach, Senior Vice President - Chief Claims Counsel; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; Wilhelmina Kightlinger, Senior Vice President - Chief Underwriting Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

Warren G. Tabor 69%
 Jonna McKinney 15%

Amber Hinson 15%

D. Hook, Inc. 1 %

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$0.00

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

For Services

Amount To Whom

Continuation of Schedule D GF No. 25-295

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

DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE	DATE	



MISTY D. TAYLOR

Hockley County TAX ASSESSOR/COLLECTOR 624 Avenue H Levelland, TX 79336 (806) 894-4938

Statement Date:

06/12/2025

Owner: Mailing Address:

ELLER MARJORIE & BETTY L

HORTON

1319 TERRACE CIRCLE

DATE: 6/12/2025

180.900

PROPERTY DESCRIPTION

SCLILGE 707|LAB 2|AB239|ACRES

Property Location:

Legal:

CERTIFICATE NO: 469575

PAGE 1 OF 1

TAX CERTIFICATE FOR ACCOUNT: R13296 AD NUMBER: 10930-03680-00000-00000

GF NUMBER:

COLLECTING AGENCY

Hockley County 624 Avenue H Suite 101

Levelland TX 79336

180.9 ACRES

REQUESTED BY

HCAC

PROPERTY OWNER

ELLER MARJORIE & BETTY L HORTON

Tax Certificate

Property Account Number:

R13296

SCLILGE 707|LAB

2|AB239|ACRES 180.900

FEE: \$10.00

609 AUSTIN

LEVELLAND TX 79336

1319 TERRACE CIRCLE ANDREWS TX 79714

THIS IS TO CERTIFY THAT AFTER A CAREFUL CHECK OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF HOCKLEY COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INLCUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

	Cl	JRRENT VALUES	
LAND MKT VALUE: AG LAND VALUE: APPRAISED VALUE: EXEMPTIONS: Ag 1D1 LAWSUITS:	21,850 93,840 115,690	IMPROVEMENT : DEF HOMESTEAD: LIMITED VALUE;	0 0

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	HIGH PLAINS WTR DIST	0.00	0.00	0.00	0.00	0.00	0.00
2024	HOCKLEY COUNTY	0.00	0.00	0.00	0.00	0.00	0.00
2024	SOUTH PLAINS COLLEGE	0.00	0.00	0.00	0.00	0.00	0.00
2024	WHITHARRAL I S D	0.00	0.00	0.00	0.00	0.00	0.00
					2024	SUB TOTAL	\$0.00

TOTAL CERTIFIED TAX DUE 6/2025:

\$0.00

ISSUED TO:

HCAC R13296

ACCOUNT NUMBER:

Signature of Authorized Officer of Collection Office





MISTY D. TAYLOR

HOCKLEY COUNTY TAX ASSESSOR/COLLECTOR 624 AVENUE H, STE. 101 LEVELLAND, TX 79336-3706 (806) 894-4938

Statement Date:

6/17/25

Owner:

ELLER MARJORIE & BETTY L HORTC

Mailing Address:

1319 TERRACE CIRCLE ANDREWS TX 79714

Duplicate Receipt

Property Account Number:

R13296

Property Location:

Acres:

180.9 SCL

Legal:

LGE 707 LAB 2

AB239

Exemptions:

AG 1D1

Receipt #: 469722

Deposit #:

202411072416-2024/mtaylor@hock

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2024	WHITHARRAL I S D	\$21,850.00	0.958600	11/7/24	\$209.45	\$0.00
2024	HOCKLEY COUNTY	\$21,850.00	0.481462	11/7/24	\$105.20	\$0.00
2024	SOUTH PLAINS COLLEGE	\$21,850.00	0.317027	11/7/24	\$69.27	\$0.00
2024	HIGH PLAINS WTR DIST	\$21,850.00	0.003100	11/7/24	\$0.68	\$0.00

BASE TAX

\$384.60

\$384.60 **TOTAL PAID**

Remitted By:

ELLER MARJORIE & BETTY L HORTO

1319 TERRACE CIRCLE ANDREWS TX 79714

Payment Type:

CHECK

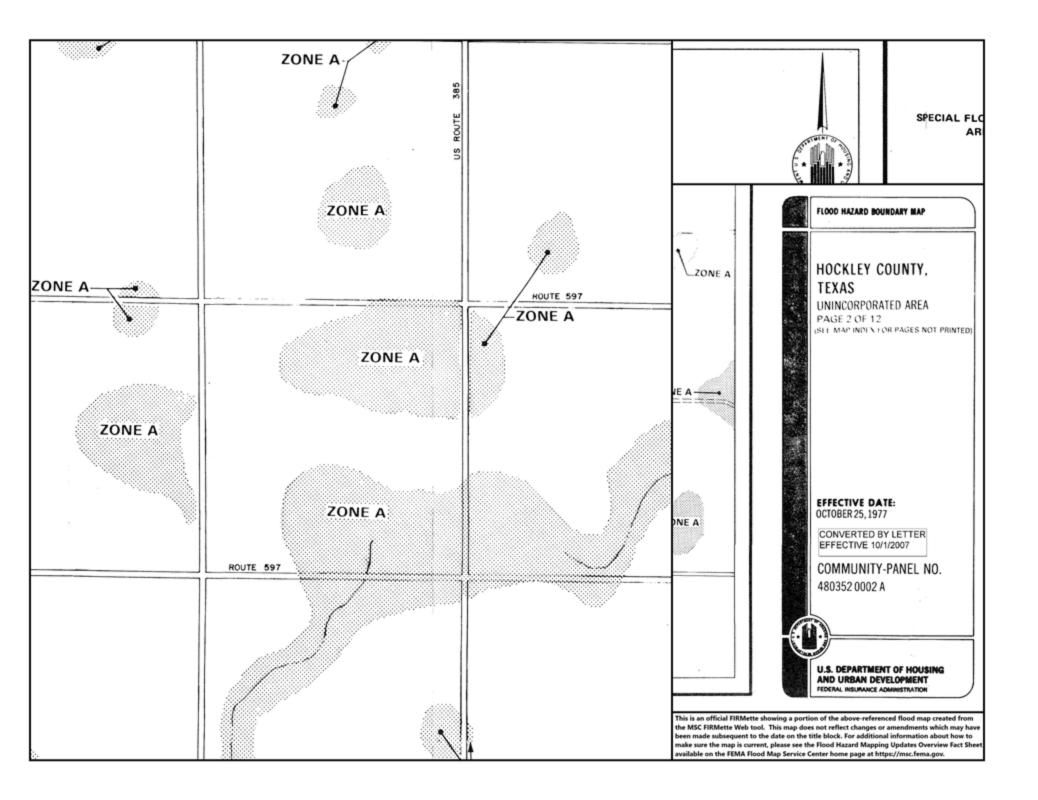
Check #:

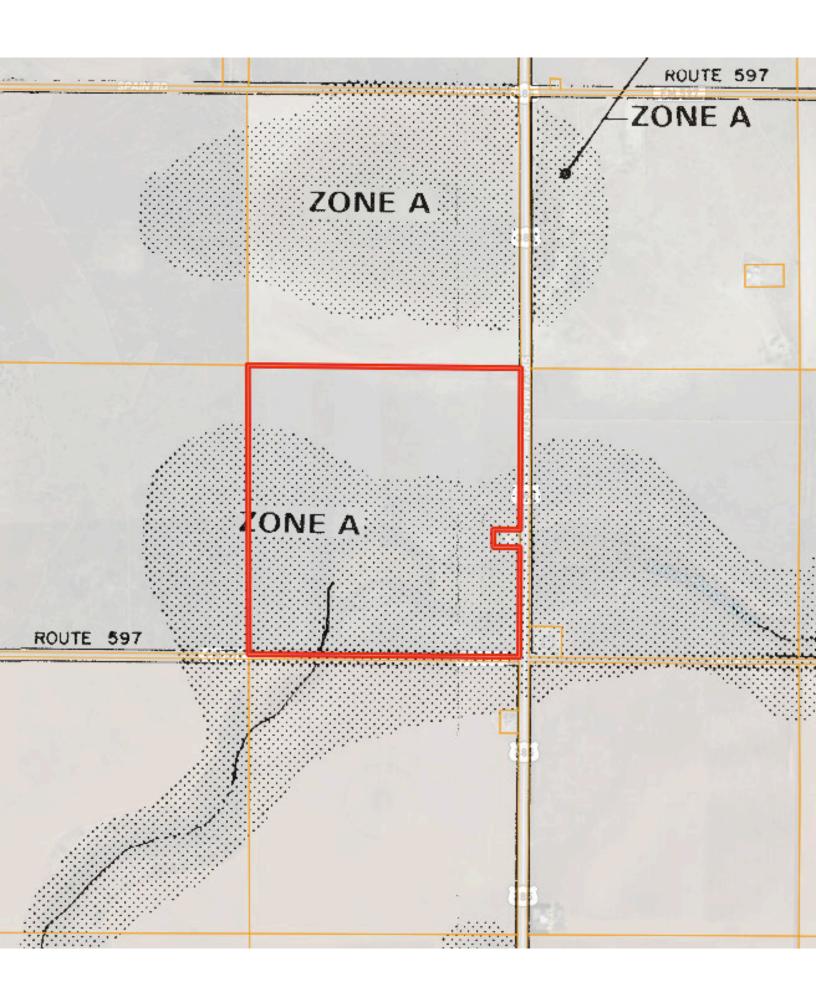
2948

Remaining Amount Due As of 6/17/25 0.00

Receipt 6/17/25

ELLER MARJORIE & BETTY L HORTON 1319 TERRACE CIRCLE **ANDREWS TX 79714**





Hockley CAD Property Search

■ Property Details

Account							
Property ID:	13296 Geographic ID: 10930-03680-00000-00000						
Туре:	R						
Property Use:		Condo:					
Location							
Situs Address:							
Map ID:	12	Mapsco:					
Legal Description:	SCL, LGE 707, LAB 2, AB239, ACRES	180.900					
Abstract/Subdivision:	S10930						
Neighborhood:	(N) NONE						
Owner							
Owner ID:	62211						
Name:	ELLER MARJORIE & BETTY L HORTO	N					
Agent:							
Mailing Address:	1319 TERRACE CIRCLE ANDREWS, TX 79714						
% Ownership:	100.0%	100.0%					
Exemptions:	For privacy reasons not all exemptions	are shown online.					

■ Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$115,690 (+)
Market Value:	\$115,690 (=)
Agricultural Value Loss:	\$97,360 (-)
Appraised Value: Q	\$18,330 (=)
HS Cap Loss: @	\$0 (-)
Circuit Breaker:	\$0 (-)

Assessed Value:	\$18,330
Ag Use Value:	\$18,330

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

■ Property Taxing Jurisdiction

Owner: ELLER MARJORIE & BETTY L HORTON %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
GHK	HOCKLEY COUNTY	0.481462	\$115,690	\$18,330	\$88.25	
JRC	SOUTH PLAINS JUNIOR COLLEGE	0.317027	\$115,690	\$18,330	\$58.11	
WHP	HIGH PLAINS WATER DISTRICT	0.003100	\$115,690	\$18,330	\$0.57	
SWH	WHITHARRAL ISD	0.958600	\$115,690	\$18,330	\$175.71	
CAD	CENTRAL APPRAISAL DISTRICT	0.000000	\$115,690	\$18,330	\$0.00	

Total Tax Rate: 1.760189

Estimated Taxes With Exemptions: \$322.64

Estimated Taxes Without Exemptions: \$2,036.36

■ Property Land

Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RF1	DRY FARM	133.90	5,793,480.00	0.00	0.00	\$93,730	\$14,730
RF2	DRY FARM	16.00	696,960.00	0.00	0.00	\$9,920	\$1,600
RF5	DRY FARM	26.00	1,132,560.00	0.00	0.00	\$10,790	\$1,820
RP1	NATIVE PASTURE	5.00	217,800.00	0.00	0.00	\$1,250	\$180

■ Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2025	\$0	\$115,690	\$18,330	\$18,330	\$0	\$18,330
2024	\$0	\$115,690	\$21,850	\$21,850	\$0	\$21,850
2023	\$0	\$115,690	\$26,860	\$26,860	\$0	\$26,860
2022	\$0	\$115,690	\$28,620	\$28,620	\$0	\$28,620
2021	\$0	\$115,690	\$30,380	\$30,380	\$0	\$30,380
2020	\$0	\$115,690	\$32,140	\$32,140	\$0	\$32,140
2019	\$0	\$115,690	\$33,900	\$33,900	\$0	\$33,900
2018	\$0	\$115,690	\$37,100	\$37,100	\$0	\$37,100
2017	\$0	\$115,690	\$36,220	\$36,220	\$0	\$36,220
2016	\$0	\$115,690	\$41,160	\$41,160	\$0	\$41,160

■ Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number
10/2/1997	CSHWD	CASH WARRANTY DEED	MIXON OPAL	ELLER MARJORIE & BETTY L HORTON	605	575	0
10/7/1997	CSHWD	CASH WARRANTY DEED	MIXON OPAL P	MIXON OPAL	605	575	0

TEXAS HOCKLEY

United States Department of Agriculture Farm Service Agency

FARM: 891

Prepared: 8/20/25 2:20 PM CST

Crop Year: 2025

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name

CRP Contract Number(s)

: 11293A

Recon ID

: None

Transferred From

: None

ARCPLC G/I/F Eligibility

: Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts	
182.23	178.33	178.33	0.00	0.00	0.00	0.00	0.0	Active	1	
State Conservation	Other Conservation	Effective DCP	Cropland	Double Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD		
0.00	0.00	0.00		0.	00	178.33	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT, SORGH, SUP

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	НІР
Wheat	0.00	4.60	0	
Grain Sorghum	0.00	11.80	0	
Seed Cotton	0.00	156.50	0	

172.90 0.00 **TOTAL**

NOTES

Tract Number

: 1110

Description

: L2/707 SCL

FSA Physical Location

: TEXAS/HOCKLEY

ANSI Physical Location

: TEXAS/HOCKLEY

BIA Unit Range Number

HEL Status

: HEL field on tract. Conservation system being actively applied

Wetland Status

: Tract does not contain a wetland

WL Violations

: None

Owners

Other Producers

: None

Recon ID

: None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
182.23	178.33	178.33	0.00	0.00	0.00	0.00	0.0

TEXAS HOCKLEY

Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM: 891

Prepared: 8/20/25 2:20 PM CST

Crop Year: 2025

Tract 1110 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	178.33	0.00	0.00	0.00

DCP Crop Data

Crop Name Base Acres		CCC-505 CRP Reduction Acres	PLC Yield	
Wheat	0.00	4.60	0	
Grain Sorghum	0.00	11.80	0	
Seed Cotton	0.00	156.50	0	

TOTAL 0.00 172.90

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participaling in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Page	1	of]
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								Page 1 of 1
CRP-1 U.S. I	DEPARTMENT C	F AGRICULTURE		1. ST.	& CO. CODE &	ADMIN.	LOCATION	2. SIGN-UP
(05-05-25)	Commodity Cre	dit Corporation			48	219		NUMBER 54
				3 CON	TRACT NUMBI	-D		4. ACRES FOR
CONSERVATIO	N RESERV	F PROGRAM	CONTRACT	3. 001		293A		ENROLLMENT
OOMOLIKUKIIG					111	2338		178.33
5A. COUNTY FSA OFFICE	E ADDRESS (Inc.	lude Zip Code)		6. TRA	CT NUMBER		ITRACT PERIOD	
HOCKLEY COUNTY FARM :	SERVICE AGENC	Y			1110	1	(MM-DD-YYYY)	TO: (MM-DD-YYYY)
703 AVE I LEVELLAND, TX79336-4	431				1110	10	-01-2020	09-30-2030
DEVENDAND, IN19330 4	131							
				8. SiGi Gene	NUP TYPE:			
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (806)894-3332 x2				Gene				
INSTRUCTIONS: RETURN	N THIS COMPLE	TED FORM TO YO	OUR COUNTY FSA	OFFICE.				
THIS CONTRACT is entered into between the Commodity Credit (referred to as "the Participant".) The Participant agrees to plac CCC for the stipulated contract period from the date the Contract acreage the Conservation Plan developed for such acreage and comply with the terms and conditions contained in this Contract Program Contract (referred to as "Appendix"). By signing below applicable contract period. The terms and conditions of this contract to the stopping the stopping below addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30,			nce the designated act is executed by a d approved by the act, including the Aj own, the Participant ontract are contain OWLEDGE RECEIP	acreage into the the CCC. The lace CCC and the Poppendix to this acknowledges and in this Form	e Conservation Participant also articipant. Addi Contract, entitle receipt of a cop CRP-1 and in ti	Reserve agrees to tionally, ed Apper y of the h he CRP-1	Program ("CRP") o implement on su the Participant an odix to CRP-1, Coo Appendix/Append I Appendix and an	or other use set by ich designated d CCC agree to nservation Reserve ices for the by addendum
9A. Rental Rate Per Acre	\$ 37.00)	10. Identification	on of CRP La	nd (See Page	2 for ad	ditional space)	
9B. Annual Contract Payment \$6,599.00		A. Tract No.	B. Field No.	eld No. C. Practice No.		D. Acres	E. Total Estimated Cost-Share	
9C. First Year Payment \$			1110	0001	CP2	:	178.33	\$ 23,183.00
(Item 9C is applicable only prorated.)	when the first yea	ar payment is						
11. PARTICIPANTS (If more than three individuals are signing, see Pa				Dogo 2	1			.1
	<u> </u>		(3) SIGNATURE ((4) TITLE/REL	ATIONS	UID OF THE	(5) DATE
A(1) PARTICIPANT'S NAI ADDRESS (Include Zin		(2) SHARE	(3) SIGNATURE (Бу)	INDIVIDUA REPRESEI	L SIGNII NTATIVE	NG IN THE CAPACITY	(MM-DD-YYYY)
B(1) PARTICIPANT'S NAI		(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/REL			(5) DATE
ADDRESS (Include Zip						NTATIVE	CAPACITY	(MM-DD-YYYY)
C(1) PARTICIPANT'S NAI ADDRESS (Include Zip		(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/REL INDIVIDUA REPRESEI	L SIGNII		(5) DATE (MM-DD-YYYY)
12. CCC USE ONLY	A. SIGNATUR	RE OF CCC REP	RESENTATIVE					B. DATE (MM-DD-YYYY)
NOTE: Privacy Act Statement: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334), the Further Continuing Appropriations and Other Extensions Act, 2024 (Pub. L. 118-122), the American Relief Act, 2025 (Pub. L. 118-158), and the Conservation Reserve Program 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program. Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1).					3801 et seq.), the nd Other Extensions ion will be used to sclosed to other atute or regulation and/ ne requested			

Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at https://www.usda.gov/oascr/how-to-file-a-programdiscrimination-complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.



Farm: 891 Tract: 1110 **Wetland Determination Identifiers**

Restricted Use

Exempt from Conservation Compliance Provisions

2025 Program Year

Map Created October 24, 2024

Image Acquisition Year - 2022

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). USDA is an equal opportunity employer, lender and provider.



Real Estate Auction Sales Contract

ad W	s Agreement is entered into this day, September 17th, 2025 (the "Effective Date") by and between Betty L. Horton, whose dress is 1319 Terrace Circle, Andrews, TX 79714; Michael Glenn Eller whose address is 1935 Bluebird Ave, Fortorth, TX 76111-1512; Beverly Ann Campbell whose address is 2886 County Road 216, Breckenridge, TX 76424; dividually and collectively herein known as "SELLER")and , (the "Buyer"),
wh	ose address is
1.	AGREEMENT TO PURCHASE: In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the following selected real property (the "Property"), attached hereto as Exhibit "A" .
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 take place with, Hockley County Abstract, (the "Closing Agent"), whose address is 609 Austin Street, Levelland,

CLOSING: Closing shall take place with, Hockley County Abstract, (the "Closing Agent"), whose address is 609 Austin Street, Levelland, TX 79336, on or before October 16th, 2025, (the "Closing Date").

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. The special warranty deed conveying the Property shall contain language reasonably acceptable to counsel for Seller reflecting the AS IS, WHERE IS, WITH ALL FAULTS nature of this transaction. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Closing Agent, 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.

	delivered upon Closing and Funding, subject to those matters contained in the Deed, Title Commitment, this Co A". Time is of essence in this Contract.	ntract and "Exhibit
4.	TAXES AND OTHER PRORATIONS: The current year's Property Taxes shall be prorated between Seller and Buy upon the amount for the prior year. All unpaid taxes for the prior years, if any, shall be the responsibility of assume the payment of taxes for the year of Closing and all subsequent years. In addition, all rents, operations, and the provided in the payment of taxes for the year of Closing and all subsequent years.	Seller. Buyer shall
Ini	itialed for Identification by Seller, Buyer,	Page 1 of 7

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.
- 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):

	an "AS-IS, WHERE-IS" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, re	epresentations
	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.	
В.	Seller's Disclosures:	
	(1) Seller \boxtimes is \square is not aware of any flooding of the Property which has had a material adverse effect on	the use of the
	Property.	
	(2) Seller \square is \boxtimes is not aware of any pending or threatened litigation, condemnation, or special assessmen	t affecting the
	Property.	
	(3) Seller \square is \boxtimes is not aware of any environmental hazards that materially and adversely affect the Property	y.
	(4) Seller \square is \boxtimes is not aware of any dumpsite, landfill, or underground tanks or containers now or previous	isly located on
	the Property.	
	(5) Seller \square is \boxtimes is not aware of any wetlands, as defined by federal or state law or regulation, affecting the	Property.
	(6) Seller 🔲 is 🖂 is not aware of any threatened or endangered species or their habitat affecting the Propert	y.
	(7) Seller $igstyle igstyle igy igstyle igy igy igstyle igy igy igstyle igy igy igy igy igy igy igy igy$	
Initiale	d for Identification by Seller, Buyer,	Page 2 of 7

Buyer warrants and acknowledges to and agrees with Seller and Broker/Auctioneer that Buyer is purchasing the Property in

(8) Seller \square is \boxtimes is not aware that a tree or trees located on the Property has oak wilt.				
If Seller is aware of any of the items above, explain (attach additional sheets if necessary):				
(1), and (2), property has Yellow House Draw that runs through the property that can flood				
during periods of excess rainfall. Approximately the southern 2/3's of the property is located in a				
FEMA Floodplain Symbol A, Zone Subtype A-100. Approximately top 1/3 or remainder of the				
property is designated as a FEMA Floodplain Symbol C, Zone Subtype C.				
· · · · · · · · · · · · · · · · · · ·				

- C. 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.
- D. 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.
- **E.** 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.
- F. 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.
- 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 Seller and Buyer 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 and any liens imposed by Buyer's financing.

Initialed for Identification by Seller	· . Buver .

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 receipt of the subject Title Commitment, 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.

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).
- 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

nitialed for Identification by Seller	. Buver .	Page 4 of 7

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.
- **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. Monty E. Edwards Broker (TX#515752) and Monty E. Edwards (TX#18341) are the Broker and Auctioneer of Record and United Country M. Edwards Realty & Auction is the Brokerage of Record (TX#9002391). 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 PAGES FOLLOW >>>

Initialed for Identification by Seller . Buver .	Buver .
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IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER:

Seller's Name: Betty L. Horton

Seller's Address: 1319 Terrace Circle

Seller's City/ST/ZIP: Andrews, TX 79714

Email: Bettyhorton1935@gmail.com

Phone: 432-523- 4206

Signature

SELLER:

Seller's Name: Michael Glenn Eller

Seller's Address: 1935 Bluebird Ave

Seller's City/ST/ZIP: Fort Worth, TX 76111-1512

Email: ellermichael69.cm@gmail.com

Phone: 817-296-1315

Signature

SELLER:

Seller's Name: Beverly Ann Campbell

Seller's Address: 2886 County Road 216

Seller's City/ST/ZIP: Breckenridge, TX 76424

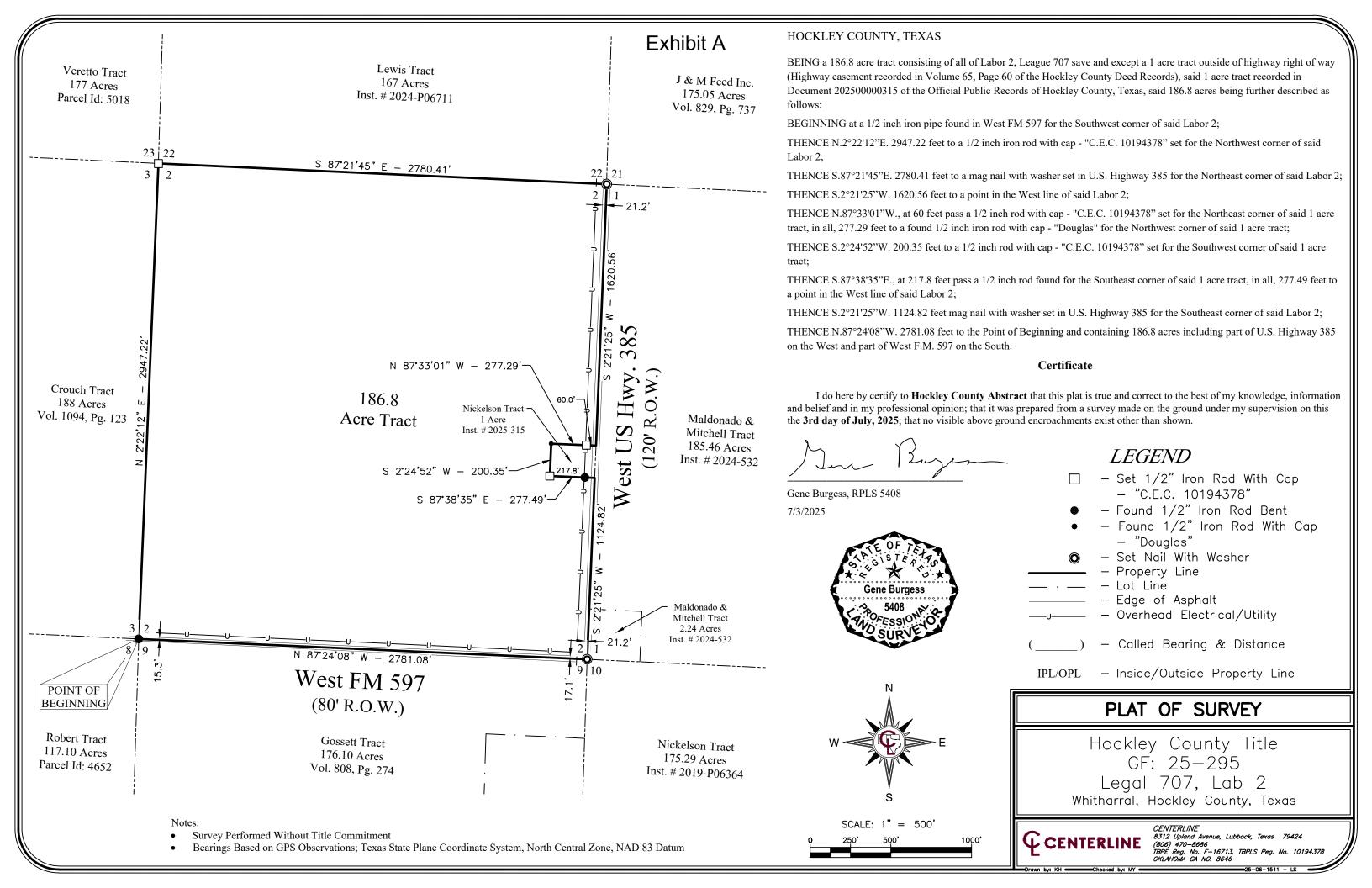
Email: beverly@icloud.com

Phone: 903-330-6690

Signature

Initialed for Identification by Seller		Buver	
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BUYER:	
Buyer's Name:	
Buyer's Address:	
Buyer's City/ST/ZIP:	
Email:	
Phone:	
Signature	
BUYER:	
Buyer's Name:	
Buyer's Address:	
Buyer's City/ST/ZIP:	
Email:	
Phone:	
Signature	
BUYER:	
Buyer's Name:	
Buyer's Address:	
Buyer's City/ST/ZIP:	
Email:	
Phone:	
Signature	
BUYER:	
Buyer's Name:	
Buyer's Address:	
Buyer's City/ST/ZIP:	
Email:	
Phone:	
Signature	



Addendum to that Certain Farm and Ranch Contract between Betty L. Horton, Michael Glenn Eller, and Beverly Ann Campbell, as Sellers and ______, as Buyer(s) concerning 186.8 acres out of Labor 2, League 707, Hockley County, Texas (the "Contract").

The parties acknowledge that a portion of Property is in the Conservation Reserve Program and that a CRP-1 Conservation Reserve Program Contract ("CRP contract") executed by and between Seller and Commodity Credit Corporation is in force and effect on these acres of the property at the rental rate and for the term of years stated in the CRP contract. Buyer agrees to accept the property at closing subject to the terms and provisions of the CRP contract and the regulations incorporated by the terms of the CRP contract covering these acres, and indemnify Seller against any losses suffered a result of any breach of such contract. Seller and Buyer shall simultaneously with the closing of this contract execute such documents and instruments as are required by the Farm Service Agency for the Commodity Credit Corporation and U. S. Department of Agriculture to either assume the current CRP contract or cancel the current CRP contracts which are now in effect and to cause a reconstituted CRP contract with Buyer named as Landlord to be executed and filed with the Farm Service Agency. Buyer agrees to assume all terms, conditions, and obligations imposed by the reconstituted CRP contract for the remaining term of the CRP contract now in effect. CRP payments for the year 2025 shall be retained by and paid to Sellers. Buyer shall receive all annual rental payments which shall be payable under the reconstituted CRP contract payable in 2026 and succeeding years during the remaining term of the CRP contract at the per acre rental rate specified in the assumed CRP contract or the reconstituted CRP contract. The provisions of this addendum shall survive Closing.

Dated this day of August, 2025.		
	Betty L. Horton	
	Michael Glenn Eller	
5	Beverly Ann Campbell	
	, Buyer	



