

# WARNING! WIRE FRAUD ADVISORY

**DON'T FALL VICTIM TO CYBER CRIMINALS!** Wire fraud and email/phishing attacks are on the rise! Cyber criminals are hacking email accounts and sending emails with fraudulent wiring instructions to parties in real estate transactions. These emails are often sophisticated and convincing, resulting in the diversion of wired funds to the fraudster's account. Losses due to this type of fraud are staggering – don't fall victim!

## BUYERS:

- Once requested by you, we will send our wiring instructions directly to you in a secure email with [rtt-secure] in the subject line. **THESE INSTRUCTIONS WILL NEVER CHANGE!!!**
- If you receive an email containing NEW or REVISED wiring instructions, DO NOT RESPOND to the email. Instead, call your Republic Title closing team member immediately, using a previously known and trusted phone number. DO NOT use any contact information provided in the suspected phishing email!
- Before you initiate your purchase money wire, please call your closing team using a number you have called before or can otherwise verify to confirm the wiring instructions.

**If you are ever in doubt about an email or wiring instructions, please call your closing team at Republic Title using a previously verified number. For contact information, please go to [www.republictitle.com](http://www.republictitle.com).**

## SELLERS:

- Bring your banking information to the closing table. We will give you a wiring instructions form for your completion and for your signature. We will only wire your sales proceeds based on those written instructions.
- If you do not attend closing in person, please include your original signed wiring instructions form along with the fully executed closing documents when you return your closing package to us.

The following resources can provide additional tips or assist you in reporting an incident of wire fraud:

### FEDERAL BUREAU OF INVESTIGATION:

<http://www.fbi.gov>

### INTERNET CRIME COMPLAINT CENTER

<http://www.ic3.gov>





**First American Title™**

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

# Commitment

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

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

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

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**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

By its issuing agent, Republic Title of Texas, Inc.

Authorized Signatory



**REPUBLIC TITLE®**  
2626 Howell Street, 10th Floor  
Dallas, TX 75204  
(214)855-8888  
(214)855-8848

## 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 relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterarlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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

### CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



**First American Title™**

# SCHEDULE A

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

Effective Date: **December 6, 2019** at 8:00 a.m.

GF No. **1002-278291-RTT**

Commitment No. **1002-278291-RTT**, issued **December 18, 2019**, at 4:00 p.m.

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: \$220,000.00  
PROPOSED INSURED: Clay County, Texas
- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount \$  
PROPOSED INSURED:  
Proposed Borrower:
- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (f) OTHER  
Policy Amount: \$  
PROPOSED INSURED:

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

**Fee Simple**

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

**First National Bank of Henrietta**

4. Legal description of land:

See Exhibit "A" attached hereto and made a part hereof.

**EXHIBIT "A"**

LOT NO. 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK NO. 5, ORIGINAL TOWN, AN ADDITION TO THE CITY OF HENRIETTA, WICHITA COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN VOLUME A, PAGE 464, CLAY COUNTY DEED RECORDS.

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



*First American Title*<sup>™</sup>

**SCHEDULE B**

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

G.F. No. or File No. **1002-278291-RTT**

**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):

Item 1 of Schedule B is hereby deleted in its entirety.

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

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2020, 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 2020 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



*First American Title*<sup>TM</sup>

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

## SCHEDULE C

G.F. No. or File No. **1002-278291-RTT**

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers, and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. With respect to item 2 of Schedule C above, the Company will not except in any policies to be issued pursuant to this commitment to 'Lack of a right of access to and from the land'.
6. Require Affidavit as to Debts and Liens and Parties in Possession executed by owner at or prior to closing.
7. In accordance with Section 11.008 of the Texas Property Code, all deeds and deeds of trust transferring an interest in real property to or from an individual and disclosing that individual's social security number or driver's license number must include the following notice on the top of the first page of the instrument in 12 point bold or uppercase font: NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.
8. Additional exceptions and/or requirements may be added when Company is advised of the exact nature and details of the subject transaction.
9. Require satisfactory evidence of authority to act on behalf of record owner.

10. Company requires additional research with respect to mineral severances that may affect the proposed insured land. This commitment is subject to such additional exceptions that such research indicates.
11. Require payment of all property taxes up to and including 2019.





**First American Title™**

# SCHEDULE D

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

No:

GF-Number: 1002-278291-RTT

Pursuant to the requirements of Procedural Rule P-21 promulgated by the Commissioner of Insurance:

Shareholders owning, controlling or holding, either directly or indirectly, 10% or more of the shares of First American Title Insurance Company and all individuals partnerships, corporations, trusts or other entities owning ten percent (10%) or more of First American Title Insurance Company as of the last day of the year preceding the date hereinabove set forth are as follows: First American Title Insurance Company, a Nebraska Corporation - 100%, a wholly owned subsidiary of First American Corporation, a public company.

**DIRECTORS of First American Title Insurance Company:**

Dennis J. Gilmore, Christopher M. Leavell, Mark E. Seaton, Ellen C. Albrecht, Jeffrey S. Robinson

**OFFICERS of First American Title Insurance Company:**

President and CEO: Dennis J. Gilmore; EVP and Chief Operating Officer: Christopher M. Leavell; Chief Financial Officer: Mark E. Seaton; EVP, Vice Chairman: Kurt P. Pfothenauer; Executive Vice President: John M. Hollenbeck; Executive Vice President: Curt A. Caspersen; Executive Vice President: Sally French Tyler; Executive Vice President: George S. Livermore; Executive Vice President: Evan M. Zanic; Chief Accounting Officer: Matthew F. Wajner; SVP, Secretary: Jeffrey S. Robinson; VP, Treasurer: Matthew McCreadie

**TITLE INSURANCE AGENCY: Republic Title of Texas, Inc. (Dallas, TX)**

Shareholder, owner, partner or other person having, owning or controlling ten percent (1%) or more of the Title Insurance Title Agent: First American Financial Corporation 100%

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more Title Insurance Agent:

NONE

If the Title Insurance Agent is a corporation the following is a list of the members of the Board of Directors:

Chris M. Leavell, William A. Kramer, David A. Shuttee, Ward Willford, Bo Feagin, Peter Graf, David Kramer

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

William A. Kramer, Executive Chairman; David A. Shuttee, Executive Chairman; Ward Willford, Vice Chairman; Bo Feagin, President; Peter Graf, Executive Vice President and General Counsel; David Kramer, Executive Vice President; Lisa Murray, Senior Vice President and Chief Financial Officer.

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.

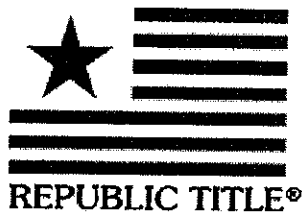
You are further advised that the estimated title premium \* is:

Owner Policy	\$	1,464.00
Loan Policy	\$	TBD
Endorsement Charges	\$	TBD
Other	\$	TBD
Total	\$	

Of this total amount \$First American Title Insurance Company or 15.00% will be paid to the policy issuing Title Insurance Company; \$Republic Title of Texas, Inc. or 85.00% 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>	<u>To Whom</u>	<u>For Services</u>
\$TBD	Republic Title of Texas, Inc.	Escrow
\$Guarantee Title	TBD	Title
\$		

\*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.



**FIRST AMERICAN TITLE INSURANCE COMPANY**

**Commitment for Title Insurance Form (T-7)**

**DELETION OF ARBITRATION PROVISION**

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

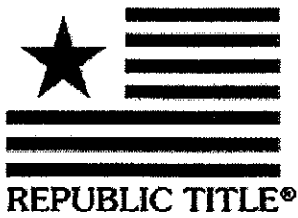
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited 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

12/23/19  
DATE



Republic Title of Texas, Inc. (\*RTT\*) is a wholly owned subsidiary of First American Title Insurance Company. RTT and its subsidiary and affiliated companies respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal information is one of our top priorities. This Privacy Statement explains RTT's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. RTT follows the privacy practices described in this Privacy Statement and, depending on use business performed, RTT may share information described herein.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. RTT and First American have also adopted broader guidelines that govern our use of Personal Information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic Personal Information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- Information we receive from a consumer reporting agency; and
- Information from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites.

**Uses of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your Personal Information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of Personal Information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your Personal Information. We restrict access to Personal Information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your Personal Information will be handled responsibly and in accordance with this Privacy Policy and RTT and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your Personal Information.

**Information Obtained Through Our Web Site**

RTT and First American Financial Corporation are sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit RTT or First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. RTT and First American use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the Personal Information. Usually, the Personal Information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any Personal Information with us, we will only use it its accordance with the policies outlined above.

**Business Relationships**

RTT and First American Financial Corporation's sites and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of RTT's and First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. Republictitle.com and FirstAm.com use stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

- **Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
- **Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
- **Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
- **Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
- **Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
- **Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**Effective Date: August 1, 2011**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, RTT's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Republic Title of Texas, Inc.  
Peter S. Graf  
General Counsel  
2626 Howell Street, 10th Floor  
Dallas, Texas 75204

**Changes to this Privacy Statement**

This privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated below, indicates the last time this Privacy Statement was revised or materially changed.



**First American Title™**

**Important Notice**

ISSUED BY

**First American Title Insurance Company**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

**1-888-632-1642**

You may also write to First American Title Insurance Company at:

**1 First American Way  
Santa Ana, California 92707**

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

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

**ATTACH THIS NOTICE TO YOUR POLICY:**

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

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de First American Title Insurance Company's para información o para presentar una queja al:

**1-888-632-1642**

Usted también puede escribir a First American Title Insurance Company:

**1 First American Way  
Santa Ana, California 92707**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro con una reclamación, usted debe comunicarse con el First American Title Insurance Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Form 50-TXNOTICE (5-27-15)

Page 1 of 1

Mandatory Complaint Notice (6-1-15)  
Texas

FEE \$82.98  
UPDATE

**TAX CERTIFICATE**  
DATA TRACE  
10920 W. SAM HOUSTON PKWY N. SUITE 400  
HOUSTON~ TX 77064  
281-890-0381 FAX 281-890-2114

REMIT CERT FEE TO:  
DATA TRACE  
P.O BOX 31001-2283  
PASADENA, CA 91110-2283

CUST: REPUBLIC TITLE OF TEXAS, INC      BRANCH:  
ORDER: 1002-278291      CLOSER:      ORDER TYPE: T-4      SUBTYPE: 1      DATE: 12/18/2019

**CAD ACCOUNT NUMBER SUMMARY**

03200-00005-00100-000000

**SUMMARY OF ALL ACCOUNT(S)**

	SUMMARY OF CURRENT YEAR		SUMMARY OF ALL TAXES DUE	
	TAX YEAR	BASE TAX	DUE 12/2019	DUE 01/2020
CLAY COUNTY COLLECTED BY	2019	3,104.64	3,104.64	3,104.64
CITY OF HENRIETTA COLLECT	2019	3,659.04	3,659.04	3,659.04
ISD - HENRIETTA COLLECTED	2019	5,499.64	5,499.64	5,499.64
<b>TOTAL TAX</b>		<b>12,263.32</b>	<b>12,263.32</b>	<b>12,263.32</b>

CAD# 03200-00005-00100-000000  
DESC LTS 1-8 BLK 5 OT HENRIETTA, PID# 9991 (CLAY COUNTY)  
ACREAGE 0.661  
SITUS 205 N BRIDGE  
ASSESSED OWNER(S)  
WELLS FARGO BANK

757 B22 D32  
TR3/MBAS

2019 ASSESSED VALUES

LAND	24,000
IMPROVEMENT	419,520
<b>TOTAL VALUE</b>	<b>443,520</b>
TOTAL TAX RATE	2.7650000
TOTAL EST TAXES	
W/O EXEMPT	12263.33

**TAX ENTITY INFORMATION**

CLAY COUNTY COLLECTED BY CLAY CAD	PAYMENTS AS OF			12/17/2019	
P O BOX 108 HENRIETTA TX 76365			19 TAX RATE	0.7000000	
PHONE 940-538-4311			W/O EXEMPT	3,104.64	
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 12/2019	DUE 01/2020
	19	3,104.64	3,104.64	3,104.64	3,104.64
	SUBTOTAL	3,104.64	3,104.64	3,104.64	3,104.64

CITY OF HENRIETTA COLLECTED BY CLAY CAD	PAYMENTS AS OF			12/17/2019	
P O BOX 108 HENRIETTA TX 76365			19 TAX RATE	0.8250000	
PHONE 940-538-4311			W/O EXEMPT	3,659.04	
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 12/2019	DUE 01/2020
	19	3,659.04	3,659.04	3,659.04	3,659.04
	SUBTOTAL	3,659.04	3,659.04	3,659.04	3,659.04

\*This tax certificate is being provided for informational purposes only and may be relied upon only by Republic Title of Texas Inc., for the issuance of title insurance and

<b>TAX CERTIFICATE</b> <b>DATA TRACE</b> 10920 W. SAM HOUSTON PKWY N. SUITE 400 HOUSTON~ TX 77064 281-890-0381 FAX 281-890-2114	<b>REMIT CERT FEE TO:</b> DATA TRACE P.O BOX 31001-2283 PASADENA, CA 91110-2283
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CUST: REPUBLIC TITLE OF TEXAS, INC	BRANCH:	
ORDER: 1002-278291	CLOSER:	ORDER TYPE: T-4      SUBTYPE: 1      DATE: 12/18/2019

ISD - HENRIETTA COLLECTED BY CLAY CAD	PAYMENTS AS OF	12/17/2019
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P O BOX 108 HENRIETTA TX 76365	19 TAX RATE	1.2400000
PHONE 940-538-4311	W/O EXEMPT	5,499.65

EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 12/2019	DUE 01/2020
	19	5,499.64	5,499.64	5,499.64	5,499.64
	SUBTOTAL	5,499.64	5,499.64	5,499.64	5,499.64

**CONDITIONS, DISCLAIMERS AND EXCLUSIONS**

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

**PRINTED BY RE1/RTK**

\*This tax certificate is being provided for informational purposes only and may be relied upon only by Republic Title of Texas Inc., for the issuance of title insurance and

THE STATE OF TEXAS |

COUNTY OF WICHITA |

Before me, the undersigned authority, on this day personally appeared Wiley E. Jackson President of C. D. Shamburger Lumber Company Inc. a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed and in the capacity therein stated; and that the seal affixed to said instrument is the seal of said corporation.

Given under my hand and seal of office, on this the 24th day of November A.D. 1964.

(SEAL AFFIXED)

V. V. Hite  
Notary Public in and for Wichita County, Texas  
My commission expires June 1, 1965.

FILED FOR RECORD Dec 8, 1964 at 8:30 A. M.  
RECORDED Dec 8, 1964 at 11:30 A. M.  
John J. McGee County Clerk,

by *J. V. Hite* deputy

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4494

C. D. SHAMBURGER LUMBER COMPANY INC WARRANTY DEED FIRST NATIONAL BANK, HENRIETTA, TEXAS  
THE STATE OF TEXAS |

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CLAY |

That The C. D. Shamburger Lumber Company, Inc., a corporation of the County of Wichita, State of Texas, for and in consideration of the sum of Ten Thousand (\$10,000.00) Dollars to it in hand paid by the First National Bank of Henrietta, Henrietta, Texas,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said First National Bank of Henrietta, Henrietta of the County of Clay, State of Texas; all that certain tract or lots of land being situated in Henrietta, Clay County, Texas, and being Lots No. 1, 2, 3, 4, 5, 6, 7 and 8 in Block No. 5 in the original town of Henrietta, Clay County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said First National Bank of Henrietta, Henrietta, Texas, its successors and assigns forever and it does hereby bind itself, its successors and assigns to Warrant and For ever Defend all and singular the said premises unto the said First National Bank of Henrietta, Henrietta, Texas, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand at Wichita Falls, Texas, this 7th day of December A.D. 1964.

(CORP. SEAL)  
ATTEST:  
Harold Cotton  
Assistant Secretary

C. D. SHAMBURGER LUMBER COMPANY INC  
By: Wiley E. Jackson  
President

THE STATE OF TEXAS |  
COUNTY OF WICHITA |

Before me, the undersigned authority a Notary Public of Wichita County, Texas on this day personally appeared Wiley E. Jackson known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said C. D. Shamburger Lumber Company Inc, a corporation and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7th day of December A.D. 1964.

(SEAL AFFIXED)

V. V. Hite  
Notary Public, Wichita County, Texas  
My commission expires June 1, 1965

FILED FOR RECORD Dec 8, 1964 at 2:50 P. M.  
RECORDED Dec 8, 1964 at 3:25 P. M.  
John J. McGee County Clerk,

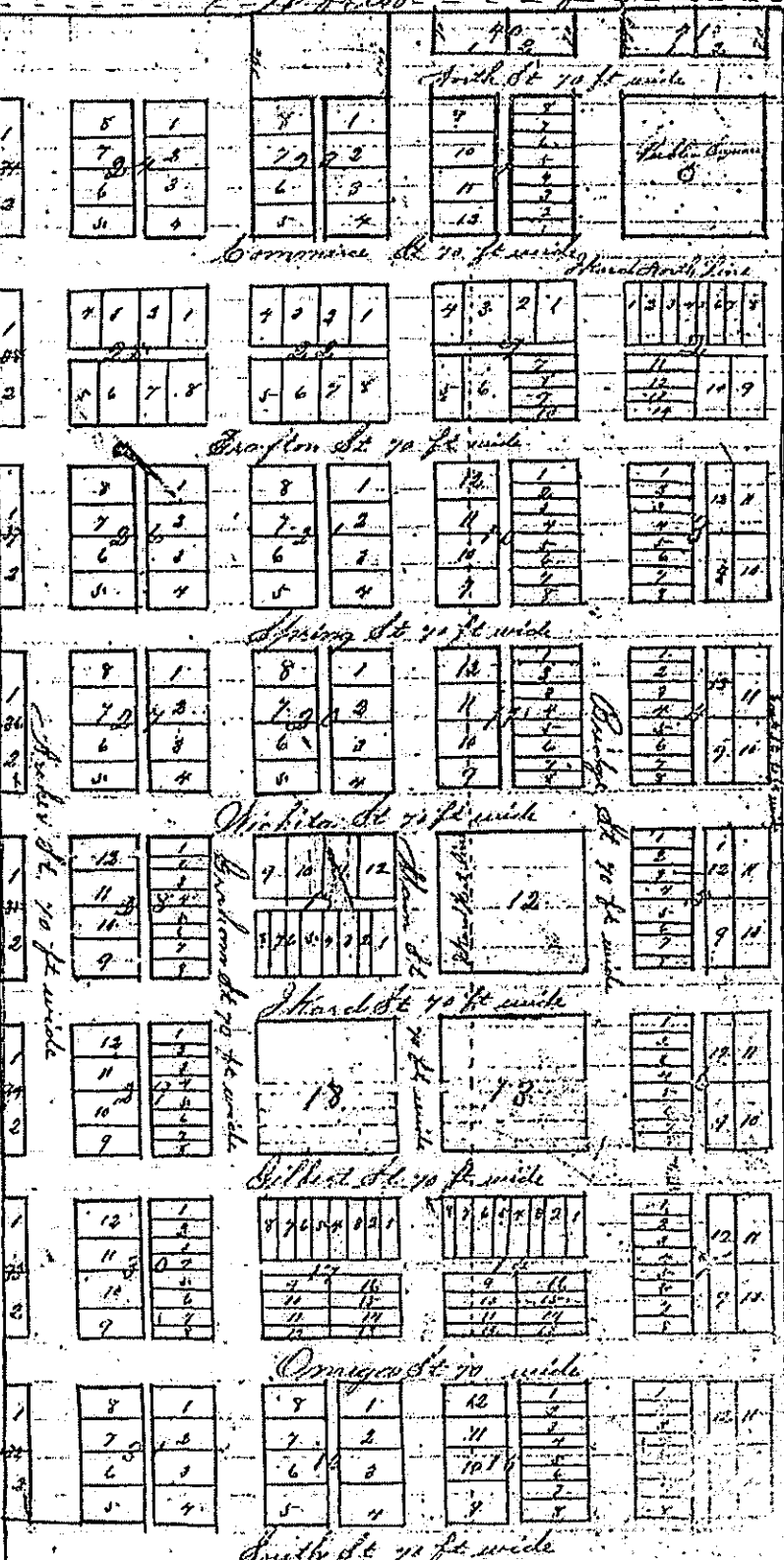
by *J. V. Hite* deputy

\*\*\*\*\*



Map No. 1-21412 ft

The State of Texas  
 County of Levy  
 J. P. Cook County Surveyor for  
 said Levy County, Texas, do hereby  
 certify that the above and foregoing  
 plat is a correct and exact  
 copy of the town of Atmister  
 as laid out by the same town  
 surveyor upon the ground  
 and the streets Allye Block  
 are marked by placing at the  
 corner of each of the blocks in the ground  
 iron spikes and also cast iron  
 pipes at each street corner and that  
 each block is seventy feet wide  
 except to wit Block which is only  
 twenty one feet wide and that each  
 of the blocks is an odd square  
 of more or less area but has been  
 divided into forty feet each side  
 the fractional blocks are of the  
 width shown by the figures on  
 several blocks but the Allye street  
 being changed to Block has twenty  
 feet wide, I further certify that  
 said plat was made by com-  
 mission at the 6 corners of the same  
 and patented to Johnson design  
Johnson & Williams, Plano, Texas  
 on the 21st day of June in the 11th  
 year of John President of the  
 United States which is sheet 6 of  
 the public square. I hereby do  
 further certify that the  
 signs on each block are of  
 no size the large signs are  
 made by the plat are sixty  
 feet and six inches high and  
 four and six feet. The  
 signs are thirty feet wide  
 on each side horizontal  
 but except the long date



but except the long date  
 2500 x 6700 which are 25 feet by 100 feet and the small lots being 60  
 20 x 27 which are 27 feet by 120 feet the September 7th  
 1877

J. P. Cook

Not a book

East

Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
  - a. 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.
  - b. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)
  - c. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road. (May be amended or deleted upon approval of survey.)
  - d. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements. (May be amended or deleted upon execution of satisfactory affidavit with respect to parties in possession and tenants at closing.)