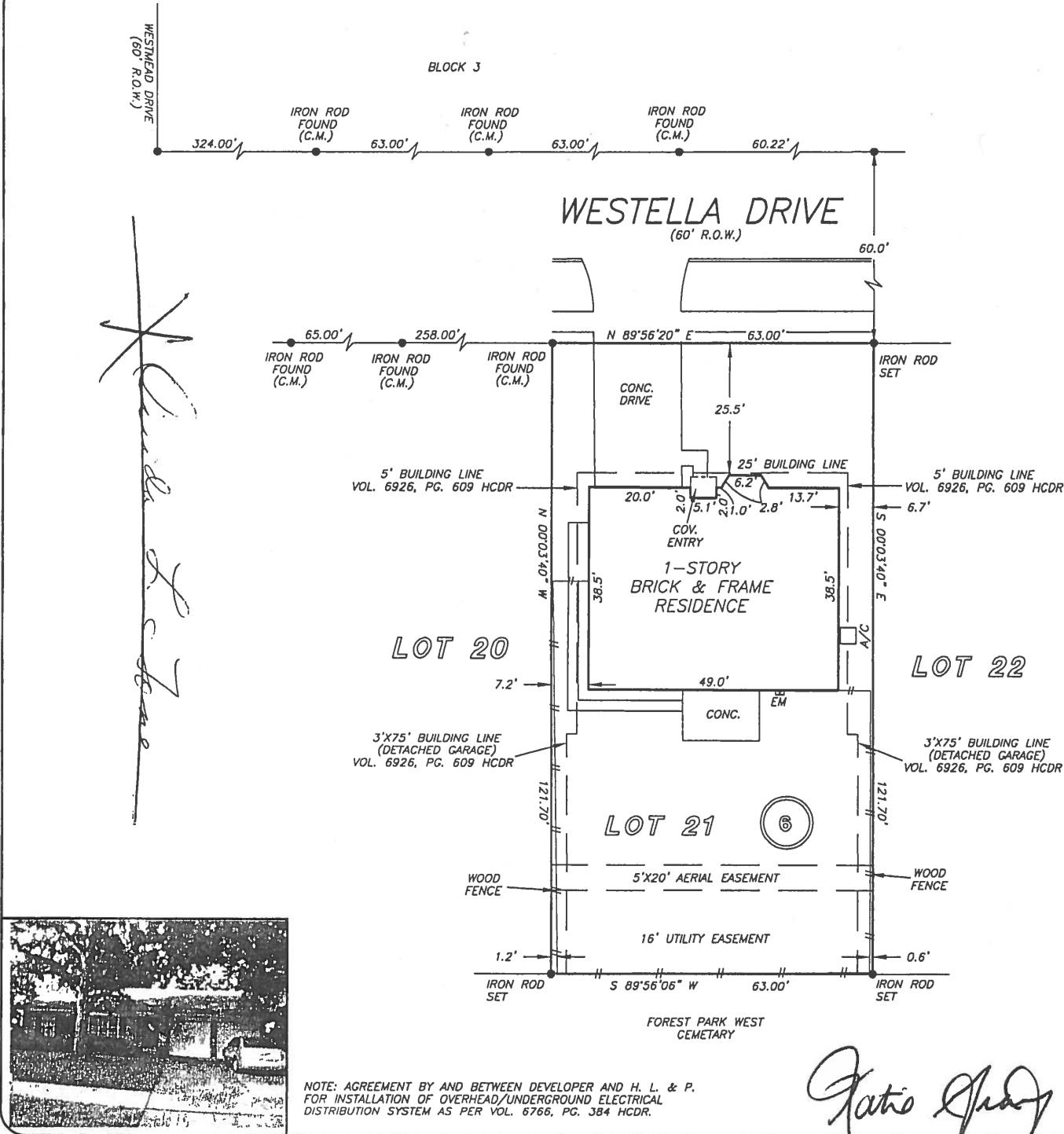


GF NO. 05123331 STEWART TITLE
ADDRESS: 12843 WESTELLA DRIVE
HOUSTON, TEXAS 77077
BORROWER: QUIDA L. TONE

LOT 21, BLOCK 6
ASHFORD WEST, SECTION 1

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
IN VOLUME 145, PAGE 124 OF THE MAP RECORDS
OF HARRIS COUNTY, TEXAS

SCALE: 1" = 30'



THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS PER FIRM PANEL NO. 48201C 0830 K MAP REVISION: 04/20/2000 ZONE X BASED ONLY ON VISUAL EXAMINATION OF MAPS. INACCURACIES OF FEMA MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDY

A SUBSURFACE INVESTIGATION WAS BEYOND THE SCOPE OF THIS SURVEY

RECORD BEARING: VOL. 145, PG. 124 HCMR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THERE ARE NO ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY AND ABSTRACTING PROVIDED IN THE ABOVE REFERENCED TITLE COMMITMENT WAS RELIED UPON IN PREPARATION OF THIS SURVEY.

MAARTEN DE WAAL
PROFESSIONAL LAND SURVEYOR
NO. 5112
JOB NO. 05-05785
JUNE 08, 2005

STATE OF TEXAS
REGISTERED
MAARTEN DE WAAL
5112
PROFESSIONAL
LAND SURVEYOR

PRECISION SURVEYORS, INC.

MARK CHANEY
832-428-5004

NETWORK FUNDING, L.P.

1-800-LANDSURVEY 281-496-1586
1-800-526-3787 FAX 281-496-1867
14925 MEMORIAL DRIVE SUITE 8100 HOUSTON, TEXAS 77079

**EXISTING SURVEY AFFIDAVIT
AND INDEMNIFICATION AGREEMENT
(Purchase Money Loans)**

The undersigned borrowers (the "Borrowers") have asked **WACHOVIA MORTGAGE CORPORATION** ("Lender") to make a loan (the "Loan") to them to provide funds to purchase the following described property (the "Property"):

Lot Twenty-One (21), in Block Six (6), of ASHFORD WEST SECTION ONE (1), an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 145, Page 124 of the Map Records of Harris County, Texas.

No Survey Required by Lender

Lender will not agree to make the Loan unless the Title Company issues a Mortgagee's Title Insurance Policy containing, among other things, the "Survey Deletion". The standard Mortgagee's Title Policy contains the following exception to coverage:

"Any discrepancies, conflicts, or shortages in area or boundary lines, or any, encroachments or protrusions, or any overlapping of improvements".

When the Mortgagee's Title Policy contains the Survey Deletion, this exception is modified to read as follows:

"Any shortages in area".

Normally the Title Company will not issue a Mortgagee's Title Policy containing the Survey Deletion unless a New Survey of the Property ("New Survey") is made at or near the date Borrowers purchase the Property. The Title Company has decided that it will issue a Mortgagee's Title Policy to Lender in connection with the Loan that contains the Survey Deletion without requiring a New Survey. Therefore, Lender is not requiring Borrowers to obtain a New Survey in connection with the Loan. This decision is within Lender's sole and absolute discretion. Lender is basing its decision not to require a New Survey on what the Lender believes to be in the Lender's best interest, not on what is the Borrowers' best interest. **Borrowers must make their own decision about whether they should require a New Survey.**

Notice To Borrowers

THE MORTGAGEE'S TITLE POLICY INSURES THE LENDER, IT DOES NOT

PROVIDE ANY INSURANCE COVERAGE TO THE BORROWERS.

There are two ways for Borrowers to assure themselves that there are no discrepancies or conflicts in the boundary lines and that there are no encroachments or protrusions, or any overlapping of improvements. One, the Borrowers can require a New Survey. Two, the Borrowers can obtain the Survey Deletion to the Owner's Title Insurance Policy by paying an additional title insurance premium equal to 15% of the premium cost for the Owner's Title Insurance Policy. **Borrowers understand that their decision not to obtain a New Survey and not to obtain the Survey Deletion to the Owner's Title Insurance Policy means that Borrowers have no assurance that there are not any discrepancies or conflicts in boundary lines or any, encroachments or protrusions, or any overlapping of improvements.**

Borrowers' Decision Not to Obtain a New Survey

Borrowers have decided not to obtain a New Survey and have requested Lender to waive the requirement of a New Survey. Lender has agreed not to require a New Survey.

Encroachments Shown on Existing Survey

Borrowers certify that they have received and reviewed a copy of the Existing Survey prepared by _____, dated _____, and are aware of and accept the encroachments, easements, limitations and/or conditions shown on it, including but not limited to, the following:


Borrowers' Indemnification of Lender

NOW THEREFORE, BORROWERS AGREE TO DEFEND, INDEMNIFY, AND HOLD LENDER HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, COSTS, AND EXPENSES OF EVERY KIND OR CHARACTER WHATSOEVER, IN LAW OR IN EQUITY, AT COMMON LAW, STATUTORY, OR OTHERWISE, KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, WHICH MAY BE ASSERTED AGAINST LENDER BY BORROWERS OR ANY PERSON OR ENTITY ARISING OUT (i) OF THE FAILURE OF LENDER OR BORROWERS TO REQUIRE A NEW SURVEY AND (ii) THE

EXISTENCE OF THE ENCROACHMENTS, EASEMENTS, LIMITATIONS, AND/OR
CONDITIONS SHOWN ON THE EXISTING SURVEY.

DATED: September 14, 2007

BORROWERS:


Katie Gray
