

Bearings shown hereon are based on the Northeast line of the Edward Miller, et ux called 2.26 acre tract, recorded in 993/881 O.R.W.C.

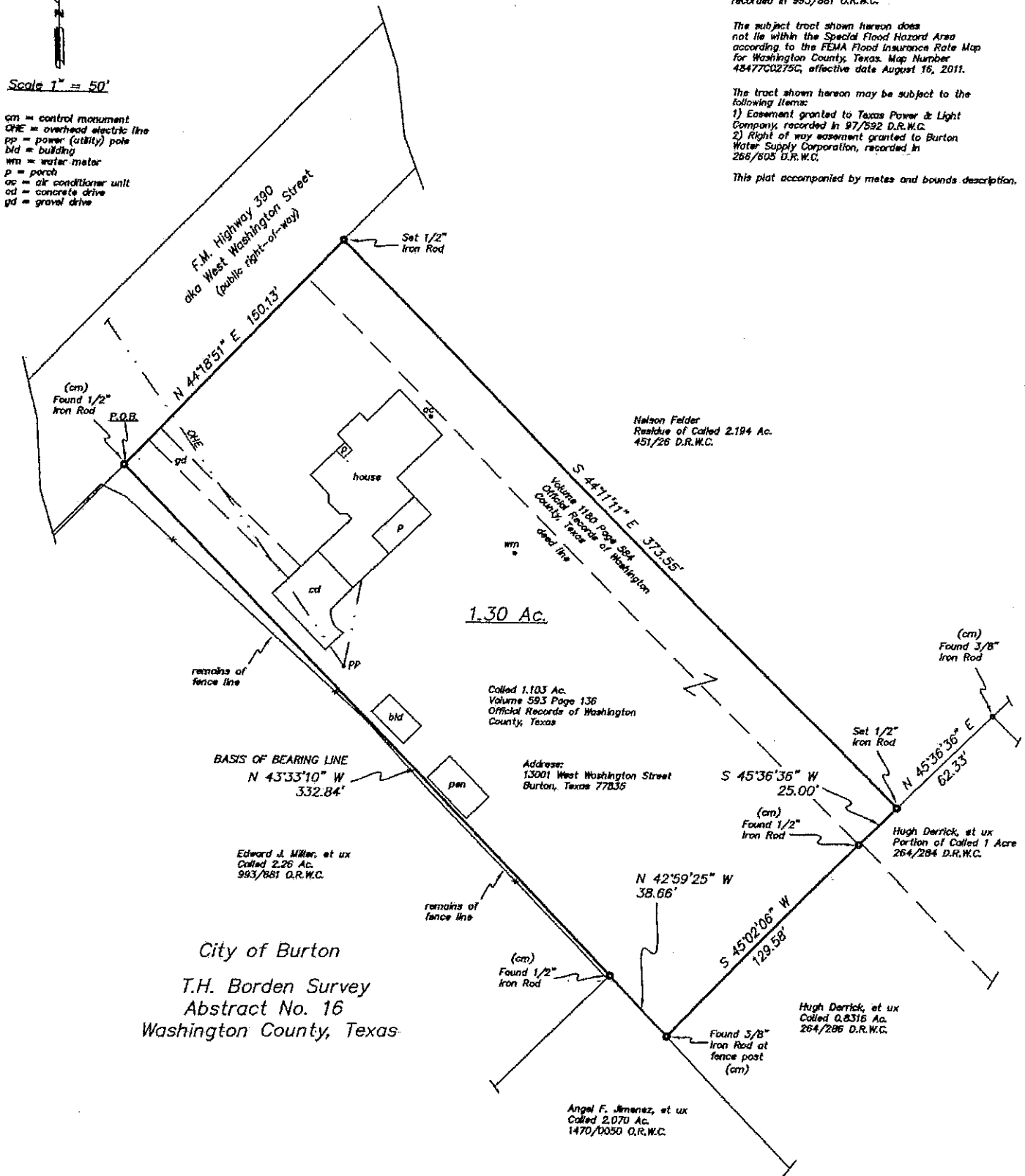
The subject tract shown hereon does not lie within the Special Flood Hazard Area according to the FEMA Flood Insurance Rate Map for Washington County, Texas, Map Number 4547700275C, effective date August 16, 2011.

The tract shown hereon may be subject to the following items:
 1) Easement granted to Texas Power & Light Company, recorded in 97/592 D.R.W.C.
 2) Right of way easement granted to Burton Water Supply Corporation, recorded in 286/605 D.R.W.C.

This plat accompanied by metes and bounds description.

Scale 1" = 50'

cm = control monument
 OPE = overhead electric line
 pp = power (utility) pole
 bld = building
 wm = water meter
 p = porch
 ac = air conditioner unit
 cd = concrete drive
 gd = gravel drive

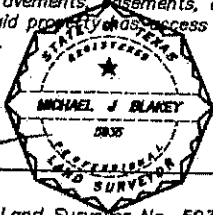


To: Henry M. Locke and the Estate of Helen Mueller Locke, Deceased, Ray G. Pinkerton and Linda Sue Pinkerton, Quicken Loans, Inc. ISADA, and Washington County Abstract Company, GF No. 180912.

MORTGAGEE: QUICKEN LOANS, INC. ISADA
 MORTGAGOR: RAY G. PINKERTON
 LINDA SUE PINKERTON

I, Michael J. Blakey, Registered Professional Land Surveyor, do hereby certify that this survey was made on October 17, 2018, on the ground of the property, legally described hereon, and is correct; and that there are no discrepancies, conflicts, shortages of area, boundary line conflicts, encroachments at ground level, overlapping of improvements, easements, or apparent rights-of-way, except as shown hereon, and said property has access to and from a dedicated roadway, except as shown hereon.

Michael J. Blakey
 Registered Professional Land Surveyor No. 5935



W.O. #2018-2797

Henry M. Locke and the
 Estate of Helen Mueller Locke, Deceased

Blakey Land Surveying

RPLS 4052 RPLS 5935

4650 Wilhelm Lane
 Burton, Texas 77835

(979) 299-3808

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 180912	Effective Date: October 15, 2018 at 8:00 AM
	Issued October 19, 2018 at 11:06 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: \$216,500.00
PROPOSED INSURED: Ray Griffin Pinkerton and Linda Sue Pinkerton
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$197,550.00
PROPOSED INSURED: Carmine State Bank
Proposed Borrower: Ray Griffin Pinkerton and Linda Sue Pinkerton
- (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:

Henry M. Locke and the Estate of Helen Mueller Locke, Deceased

4. Legal description of the land:

All that certain tract or parcel of land, lying and being situated in Washington County, Texas out of the T.H. Borden Survey, Abstract No. 16, in the Town of Burton, Texas, containing 1.30 acres of land, more or less, and being more fully described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

A portion being the same property described in Deed dated October 17, 1988, executed by Nelson Felder and Jane Felder to Henry M. Locke and Helen M. Locke, recorded in Volume 593, Page 136, Official Records of Washington County, Texas.

A portion being the same property described in Deed dated October 21, 2005, executed by Nelson Felder to Henry M. Locke and Helen M. Locke, recorded in Volume 1180, Page 584, Official Records of Washington County, Texas.

Any reference in the foregoing legal description is not a guarantee that the area or boundary description is accurate. Any reference herein to area or quantity is for information and/or description purposes only and does not override Item 2 of Schedule B hereof.

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):~~

DELETED *WMT*
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 land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays or 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 2019, 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 2019 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 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 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. Rights of Parties in Possession. (OWNER'S POLICY ONLY)

SCHEDULE B

EXCEPTIONS FROM COVERAGE

- b. Such presently valid and subsisting easements, if any, to which the above property is subject as may be actually located upon the ground, which are not of record.
- c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- d. Subject to the rights of the public to area of property located within the public road/roadway.
- e. The tax certificate furnished by the taxing authorities is issued on real property only. It does not include taxes on the mineral estate and/or personal property, therefore, no liability is assumed hereunder for the payment of said taxes on the mineral estate and/or personal property.
- f. 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.
- g. Easement and Right of Way dated November 8, 1929, executed by A.D. Kieke to Texas Power & Light Company, recorded in Volume 97, Page 592, Deed Records of Washington County, Texas, together with all rights incident thereto. Title to said interest not checked subsequent to date of such document.
- h. Right of Way Easement dated July 5, 1966, executed by Mable Giere and Charles E. Giere to Burton Water Supply Corporation, recorded in Volume 266, Page 605, Deed Records of Washington County, Texas, together with all rights incident thereto. Title to said interest not checked subsequent to date of such document.
- i. Oil, Gas and Mineral Lease executed by Henry M. Locke and Helen M. Locke to P&M Leasing Service, dated September 7, 1993, recorded in Volume 715, Page 165, Official Records of Washington County, Texas for a term of One (1) year and Extension recorded in Volume 746, Page 428, Official Records of Washington County, Texas. Title to said lease has not been investigated subsequent to the date of said interest. This policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interest that are not listed.
- j. Oil, Gas and Mineral Lease executed by Nelson Felder and Jane Felder to P&M Leasing Service, dated September 8, 1993, recorded in Volume 715, Page 171, Official Records of Washington County, Texas for a term of one (1) year and Extension recorded in Volume 746, Page 412, Official Records of Washington County, Texas. Title to said lease has not been investigated subsequent to the date of said interest. This policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interest that are not listed.
- k. Memorandum Oil, Gas and Mineral Lease executed by Henry Locke to Geosouthern Energy Partners, LP, dated March 27, 2017, recorded in Volume 1578, Page 489, Official Records of Washington County, Texas for a term of three (3) years. Title to said lease has not been investigated subsequent to the date of said interest. This policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interest that are not listed.
- i. Memorandum Oil, Gas and Mineral Lease executed by Henry Locke to Geosouthern Energy Partners, LP, dated April 11, 2018, recorded in Volume 1627, Page 312, Official Records of Washington County, Texas for a term of three (3) years. Title to said lease has not been investigated subsequent to the date of said interest. This policy does not insure against loss sustained by the owner of the surface of said property through the

SCHEDULE B

EXCEPTIONS FROM COVERAGE

- exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interest that are not listed.
- m. Overhead electric lines and power pole, and any easement rights appurtenant thereto, as shown on survey dated October 17, 2018, prepared by Michael J. Blakey, R.P.L.S. No. 5935.
 - n. Discrepancy between fence line and actual property line as shown on survey dated October 17, 2018, prepared by Michael J. Blakey, R.P.L.S. No. 5935.

NOTE: Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded documents and do not publish, state, or imply such personal restrictions or covenants are enforceable.

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 materialman'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.
5. **Note:** Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. Require all taxes be paid up to and including 2018.
7. Require execution of Affidavit as to Debts and Liens by Seller.
8. Require execution of Waiver of Inspection form by Buyer.
9. We reserve the right to make additional exceptions and/or requirements upon receipt and review of a current property survey.
10. **Note:** If you will be obtaining a Residential Owner Policy (T-1R), you may also purchase insurance against boundary discrepancies, boundary conflicts, boundary line issues, encroachments, protrusions and overlaps of improvements existing at the Date of your Policy (unless we add an exception to a specific item.) This boundary coverage is not automatically included in the Residential Owner Policy. Boundary coverage is available if you: (1) provide us a satisfactory existing survey, and (2) pay an additional 5% of the Basic Rate for your Residential Owner Policy. If you desire to receive this insurance, we will hire an attorney on your behalf in the event that you are sued over these matters existing at the Date of your Policy. if you do not get this insurance, you will have to hire your own attorney and surveyor, if necessary, and you will not be protected under your Residential Owner Policy against any encroachments, such as buildings over easements, buildings over setback lines, buildings over property lines, or location of fences.
11. **NOTE TO ALL BUYERS, SELLERS, BORROWERS, LENDERS AND ALL PARTIES INTERESTED IN THE TRANSACTIONS COVERED BY THIS COMMITMENT:** The following constitutes a major change in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction:

SCHEDULE C

12. Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received, deposited and unconditionally credited before a Title Agent may disburse from its trust fund account. The term "Good Funds" is defined as:
 1. Cash or wire transfers;
 2. Certified funds, including certified checks and cashier's check;
 3. Uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitations; and
 4. Uncertified funds in amounts of \$1,500.00 or more, drafts and any other items when collected by the financial institutions.
13. At least 48 hours prior to any anticipated closing under this commitment for title insurance, all loan documents and closing instructions must be submitted to Washington County Abstract Company. Timely compliance by the mortgage company with this request will facilitate the prompt closing of this loan.
14. NOTE: If you divide your property into two or more parcels to convey to others, such "subdividing" is now regulated by law. Please contact the County Judge's office for a copy of the County Subdivision Regulations where you can also be directed to the proper person to answer any questions or concerns you may have. Failure to abide by the subdivision rules and regulations could result in both civil and criminal sanctions.
15. Subject to the terms, conditions and stipulations contained in the Earnest Money Contract by and between Henry M. Locke and Helen Locke Estate, Seller(s), and Ray G. Pinkerton and Linda Sue Pinkerton, Buyer(s).
16. Title Company requires completion and approval of Texas Medicaid Estate Recovery Program form on Estate of Helen Mueller Locke, Deceased. Subject to approval of this Title Company.
17. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner.
18. All parties must present a **valid, government issued** form of identification with **photo** at time of closing. (i.e. Drivers License, Passport, Military or Government ID)
19. Require execution of Deed from Henry M. Locke and spouse, if married, and Earl Mueller as Independent Executor of the Estate of Helen Mueller Locke, Deceased, to Ray G. Pinkerton and Linda Sue Pinkerton, Subject to approval of this Title Company.
20. Require execution of Deed of Trust from Ray G. Pinkerton and Linda Sue Pinkerton to Lender, Subject to approval of this Title Company.

SCHEDULE C

NOTE: Requirements of, consequences of noncompliance with V.T.C.A., Local Government Code, Chapter 232 and Transportation Code, Chapter 251, and/or rules, regulations, ordinances of Washington County, Texas, concerning roads, subdivision of property and/or subdivision lots.

TO EXPEDITE THE CLOSING OF THIS TRANSACTION, PLEASE BRING A CASHIER'S CHECK TO CLOSING MADE PAYABLE TO WASHINGTON COUNTY ABSTRACT COMPANY.

WASHINGTON COUNTY ABSTRACT COMPANY

BY: Milton Y. Tate, Jr.
AUTHORIZED COUNTERSIGNATURE
MILTON Y. TATE, JR. - PRESIDENT

EXHIBIT "A"

Blakey Land Surveying

4650 Wilhelm Lane
Burton, TX 77835-5794

Telephone/Fax 979-289-3900

**HENRY M. LOCKE AND THE ESTATE OF
HELEN MUELLER LOCKE, DECEASED
1.30 ACRE TRACT**

ALL THAT TRACT OR PARCEL OF LAND containing 1.30 acres, situated in Washington County, Texas, being out of the T.H. Borden Survey, Abstract No. 16, in the City of Burton, being all or a portion of a called 1.103 acre tract described in that deed from Nelson Felder, et ux to Henry M. Locke, et ux, dated October 17, 1998, recorded in Volume 593, Page 136 of the Official Records of Washington County, Texas, also being all or a portion of the same property described in that deed from Nelson Felder to Henry M. Locke, et ux, dated October 21, 2005, recorded in Volume 1180, Page 584 of the Official Records of Washington County, Texas, said 1.30 acre tract being more particularly described as follows:

BEGINNING at a found $\frac{1}{2}$ inch iron, lying in the Southeast margin of F.M. Highway 390 aka West Washington Street (public right-of-way), marking the North corner of the Edward J. Miller, et ux called 2.26 acre tract (Volume 993, Page 881, Official Records of Washington County, Texas), the apparent West corner of the original called 1.103 acre tract, and marking the West corner of the herein described tract;

THENCE along the Southeast margin of West Washington Street, with the Northwest line of the herein described tract, N 44deg 18min 51sec, 150.13 ft., to a $\frac{1}{2}$ inch iron rod, set for corner, marking the West corner of the Nelson Felder called 2.194 acre residue tract (Volume 451, Page 26, Deed Records of Washington County, Texas), the North corner of an original tract (Volume 1180, Page 584, Official Records of Washington County, Texas), and marking the North corner of the herein described tract;

THENCE departing said street margin, along the Southwest line of said Felder tract, with the Northeast line of the herein described tract, S 44deg 11min 11sec E, 373.55 ft., to a $\frac{1}{2}$ inch iron rod, set for corner, lying in the Northwest line of the Hugh Derrick, et ux called 1 acre tract (Volume 264, Page 284, Deed Records of Washington County, Texas), marking the South corner of said Felder tract, the East corner of an original tract (Volume 1180, Page 584, Official Records of Washington County, Texas), and marking the North corner of an original tract (Volume 1180, Page 584, Official Records of Washington County, Texas), and marking the East corner of the herein described tract (a found $\frac{3}{8}$ inch iron rod bears N 45deg 36min 36sec E, 62.33 ft., from this point for reference);

THENCE along a portion of the Northwest line of said Derrick tract, and along the Northwest line of the Hugh Derrick, et ux called 0.8316 acre tract (Volume 264, Page 286, Deed Records of Washington County, Texas), with the Southeast line of the herein described tract, S 45deg 36min 36sec W, 25.00 ft., to a found $\frac{1}{2}$ inch iron rod, marking the South corner of an original tract (Volume 1180, Page 584, Official Records of Washington County, Texas), and the East corner of the original called 1.103 acre tract; and, S 45deg 02min 06sec W, 129.58 ft., to a found $\frac{3}{8}$ inch iron rod at fence post, lying in the Northeast line of the Angel F. Jimenez, et ux called 2.070 acre tract (Volume 1470, Page 0050, Official Records of Washington County, Texas), marking the West corner of said Derrick called 0.8316 acre tract, and marking the South corner of the herein described tract;

THENCE along a portion of the Northeast line of said Jimenez tract, and along the Northeast line of the aforementioned Edward J. Miller, et ux called 2.26 acre tract, with the Southwest line of the original called 1.103 acre tract, N 42deg 59min 25sec W, 38.66 ft., to a found $\frac{1}{2}$ inch iron rod, marking the North corner of said Jimenez tract, and marking the East corner of the said Miller tract; and, N 43deg 33min 10sec W (record bearing for the Northeast line of said Miller tract, this line being the BASIS OF BEARING LINE for this survey), 332.84 ft., to the **PLACE OF BEGINNING** and containing 1.30 acres of land.

October 17, 2018
W.O.#2018-2797

