

### Commitment for Title Insurance (T-7)

First American Title Guaranty 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.

ISSUED BY

We **FIRST AMERICAN 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.

First American Title Guaranty Company



Christopher M. Leavell President

Greg L. Smith Secretary

Sage Title Company

John T. Hammond President

This jacket was created electronically and constitutes an original document

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 perdidas 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 enterderlo completamente antes de la fecha para finalizar su transacción.
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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 (714)250-3000 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.



### **Important Notice**

ISSUED BY

### First American Title Guaranty Company

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

First American Title Guaranty Company To get information or file a complaint with your insurance company or HMO: Call: First American Title Guaranty Company Claims at 1-888-632-1642 Toll-free: (714)250-3000 Email: claims.nic@firstam.com Mail: Attn: National Claims Intake Center, 5 First American Way, Santa Ana, CA 92707

**The Texas Department of Insurance** To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439 File a complaint: <u>www.tdi.texas.gov</u> Email: <u>ConsumerProtection@tdi.texas.gov</u> Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

First American Title Guaranty Company Para obtener información o para presentar una queja ante su compañía de seguros o HMO: Llame a: First American Title Guaranty Company Claims at 1-888-632-1642 Teléfono gratuito: (714)250-3000 Correo electrónico: claims.nic@firstam.com Dirección postal: Attn: National Claims Intake Center, 5 First American Way, Santa Ana, CA 92707

#### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado: Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: <u>www.tdi.texas.gov</u> Correo electrónico: <u>ConsumerProtection@tdi.texas.gov</u> Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



### FIRST AMERICAN TITLE GUARANTY 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 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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

TBD

May 27, 2021 DATE

BY:\_



Commitment for Title Insurance (T-7)

ISSUED BY

### **First American Title Guaranty Company**

## Schedule A

Effective Date: May 27, 2021 at 08:00 AM

GF No.: 2021-0045

Commitment No: 2021-0045, issued June 7, 2021 at 12:00 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
  - D. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE-ONE-TO-POUR PAMILY RE (Form T-1R)
     Policy Amount: TBD
     PROPOSED INSURED: TBD
  - 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: TBD PROPOSED INSURED: TBD, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the conditions and stipulations.

Proposed Borrower: TBD

 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:

Jacob Parker and Renee Parker, husband and wife

4. Legal description of land:

LOT 1448, ROYAL FOREST SUBDIVISION, SECTION TWO (UNRECORDED), BEING A CALLED 11,200 SQUARE FEET, (ACTUAL 11,248 SQUARE FEET) TRACT OR PARCEL OF LAND CONTAINING 0.2571 ACRES OUT OF A CERTAIN 223.3397 ACRE TRACT AS RECORDED IN THE MONTGOMERY COUNTY DEED RECORDS AND THE COUNTY CLERK'S FILE NUMBER 308109, MONTGOMERY COUNTY, AND BEING IN THE JOSE M. DE LA GARZA SURVEY, A-15 IN MONTGOMERY COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A CONCRETE MONUMENT MARKING THE MOST NORTHWESTERLY CORNER OF SAID 223.3392 ACRE TRACT;

THENCE, NORTH 65 DEGREES 02 MINUTES 30 SECONDS EAST, A DISTANCE OF 560.21 FEET TO A POINT LOCATED IN THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL GREEN DRIVE;

THENCE, SOUTH 25 DEGREES 13 MINUTES 00 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE OF ROYAL GREEN DRIVE A DISTANCE OF 1,454.15 FEET TO A POINT;

THENCE, NORTH 64 DEGREES 47 MINUTES 00 SECONDS EAST, A DISTANCE OF 400 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER AND POINT OF BEGINNING OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 64 DEGREES 47 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF HEREIN DESCRIBED TRACT, A DISTANCE OF 79.88 FEET (DEED 80.00 FEET), TO A 1/2 INCH IRON ROD BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, SOUTH 25 DEGREES 13 MINUTES 00 SECONDS EAST, A DISTANCE OF 140.81 FEET (DEED 140.00 FEET) ALONG THE WEST LINE OF LOT 1447 COMMON WITH THE EAST LINE OF HEREIN DESCRIBED TRACT, TO A 1/2 INCH IRON ROD WITH TPS CAP FOUND ON THE NORTH LINE OF ROYAL CULLUM DRIVE (60 FEET WIDE);

THENCE, SOUTH 64 DEGREES 47 MINUTES 00 SECONDS WEST, ALONG THE NORTH ROW LINE OF ROYAL CULLUM DRIVE, AND SOUTHERN LINE OF SAID TRACT, A DISTANCE OF 79.88 FEET (DEED 80.00 FEET) TO A 1/2" IRON ROD WITH TPS CAP FOUND ON THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE, NORTH 25 DEGREES 13 MINUTES 00 SECONDS WEST, ALONG WESTERN LINE OF LOT 1449, A DISTANCE OF 140.81 FEET (DEED 140.00 FEET) TO A 1/2" IRON ROD FOUND ON THE NORTHWEST CORNER AND POINT OF BEGINNING OF HEREIN DESCRIBED TRACT, CONTAINING 0.2582 ACRES (11,248 SQUARE FEET) MORE OR LESS.



Commitment for Title Insurance (T-7)

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First American Title Guaranty Company

## Schedule B

GF No.: 2021-0045

### 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:

Volume 753, Page 275, Volume 603, Page 476; Volume 924, Page 608, Volume 983, Page 453 and Volume 983, Page 479, Deed Records; County Clerk's File No(s). 8727023, 8727024, 8727025, 8720726, 8727027, 8735409, 9109850, 9109851, 9109848, 9109849, 9109853, 9109854, 2006081412, 2007-005182, 2007- 113142, 2007138357, 2008-087646, 2009-025226, 2009028756, 2010093386, 2011109988 through 2011109991, 2011109993, 2011109997, 2011109998, 2012095211, 2012095212, 2012124843, 2013123037, 2013123038, 2015009774, 2015015683, 2016066669, 2017008732, 2019073502, 2019097973, 2019097974 and 2020025279, of the Official Public Records, Montgomery County, Texas.

Maintenance Charge/Assessments as provided for in instrument(s) recorded in Volume 924, Page 608, of the Deed Records of MONTGOMERY County, Texas. Subordination to the lien of any purchase money mortgage as contained therein.

Any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 {c}.

- 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.)

### SCHEDULE B

### (Continued)

- 5. Standby fees, taxes and assessments by any taxing authority for the year 2021, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Mortgagee Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2021, 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).
- 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.):

Document copies noted in Schedule B, Exception 1, above, can be found here: Volume 753, Page 275, Volume 603, Page 476; Volume 924, Page 608, Volume 983, Page 453 and Volume 983, Page 479, Deed Records; County Clerk's File No(s). 8727023, 8727024, 8727025, 8720726, 8727027, 8735409, 9109850, 9109851, 9109848, 9109849, 9109853, 9109854, 2006081412, 2007-005182, 2007- 113142, 2007138357, 2008-087646, 2009-025226, 2009028756, 2010093386, 2011109988 through 2011109991, 2011109993, 2011109997, 2011109998, 2012095211, 2012095212, 2012124843, 2013123037, 2013123038, 2015009774, 2015015683, 2016066669, 2017008732, 2019073502, 2019097973, 2019097974 and 2020025279, of the Official Public Records, Montgomery County, Texas.

- a. Rights of Parties in Possession. (OWNER POLICY ONLY)
- b. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
- c. Visible and apparent easements on or across property described in Schedule A.

#### SCHEDULE B (Continued)

#### d. Easement:

Recorded: May 22, 1980 in County Clerk's File No. 8017556, of the Official Public Records, Montgomery County, Texas.

- e. Easement: Recorded: June 20, 1980 in County Clerk's File No. 8021196, of the Official Public Records, Montgomery County, Texas.
- f. Easement: Recorded: July 15, 1980 in County Clerk's File No. 8023754, of the Official Public Records, Montgomery County, Texas.
- g. Easement: Recorded: November 19, 1980 in County Clerk's File No. 8041322 and corrected in County Clerk's File No. 8042892, of the Official Public Records, Montgomery County, Texas.
- Mineral and/or royalty interest: Recorded: May 22, 1980 in County Clerk's File No. 8017556 of the Official Public Records of Montgomery County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- Mineral and/or royalty interest: Recorded: June 20, 1980 in County Clerk's File No. 8021196 of the Official Public Records of Montgomery County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- j. Mineral and/or royalty interest: Recorded: July 15, 1980 in County Clerk's File No. 8023754 of the Official Public Records of Montgomery County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

#### SCHEDULE B (Continued)

- Mineral and/or royalty interest: Recorded: November 19, 1980 in County Clerk's File No. 8041322 and corrected in County Clerk's File No. 8042892 of the Official Public Records of Montgomery County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- I. Mineral and/or royalty interest: Recorded: in Volume 220, Page 332 of the Deed Records of Montgomery County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- Mineral and/or royalty interest:
  Recorded: in Volume 603, Page 476 of the Deed Records of Montgomery County, Texas.
  Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- n. Waiver of Surface Rights executed in instrument recorded in Volume 603, Pages 499, 504, 509, 514 and 519 of the Deed Records, Montgomery County, Texas.
- Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein: Recorded: in Volume 1056, Page 381, of the Deed records, of Montgomery County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- p. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein: Recorded: in County Clerk's File No. 8211179, of the Official Public records, of Montgomery County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- q. 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.



ISSUED BY

First American Title Guaranty Company

# Schedule C

### GF No.: 2021-0045

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, 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,
  - 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. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
- Chapter 13 Bankruptcy Proceedings Upon review of the proceedings, additional requirements may be made.
   Debtor: JAKE J. PARKER, IV AND MEGAN C. PARKER
   Tax ID No./Social Security No.: XXX-XX-4348 AND XXX-XX-1829
   Case No.: 18-34597
- 7. Prior to closing, furnish the marital status of JACOB PARKER AND RENEE PARKER, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

### SCHEDULE C (Continued)

- 8. Furnish the names of the parties to be insured herein. Upon receipt of same, the company may have additional requirements.
- 9. Furnish a Category 1A survey of the property to be prepared by a Registered Public Surveyor acceptable to this Company. When same is submitted to the Title Department for inspection and approval, additional exceptions and/or requirements may be added.
- 10. Payment in full of all assessments due and payable to ROYAL FOREST COLONY CLUB, INC.
- 11. The following is furnished for informational purposes only and no liability shall attach to the company for any mistake or omission contained therein:

A search of the records within our title plant disclosed the following deeds purporting to affect the ownership of the subject property described in Schedule A recorded within the thirty-six (36) month period prior to the effective date of the Commitment:

- 12. A document recorded: April 29, 2019, in COUNTY CLERK'S FILE NO. 2019034687, Official Public Records.
- 13. A document recorded: February 22, 2021, in COUNTY CLERK'S FILE NO. 2021021120, Official Public Records.



Commitment for Title Insurance (T-7)

First American Title Guaranty Company

## Schedule D

File No.: 2021-0045

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

ISSUED BY

UNDERWRITER: First American Title Guaranty Company, a California Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Guaranty Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delware.

Directors:

Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

Officers:

President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Max O. Valdes.

**AGENT:** Sage Title Company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:

John Treadway Hammond and Laina Reinsmith Hammond

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 of the Title Insurance Agent:

N/A

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

N/A

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

John Treadway Hammond, President

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.

### SCHEDULE D

(Continued)

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

Owner's Policy	\$ 0.00
Loan Policy	\$ 0.00
Endorsement Charges	\$ 100.00
Other	\$ 0.00
Total	\$ 100.00

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

Amount To Whom

For Service

"\*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."