## T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT (MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS) Name of Affiant(s): Address of Affiant: 74/ Description of Property: County Fort Texas "Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein. personally appeared Affiant(s) who after by me being sworn, stated: We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.") We are familiar with the property and the improvements located on the Property. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium. To the best of our actual knowledge and belief, since\_ been no: construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures: changes in the location of boundary fences or boundary walls; construction projects on immediately adjoining property(ies) which encroach on the Property; conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property. EXCEPT for the following (If None, Insert "None" Below:) We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affigavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

OF Com

EMILY FAYE BRADFORD Notary Public, State of Texas Comm. Expires 08-12-2020 Notary ID 130777532

SWORN AND SUBSCRIBED this

11th day of February

\_, 20\_\_9

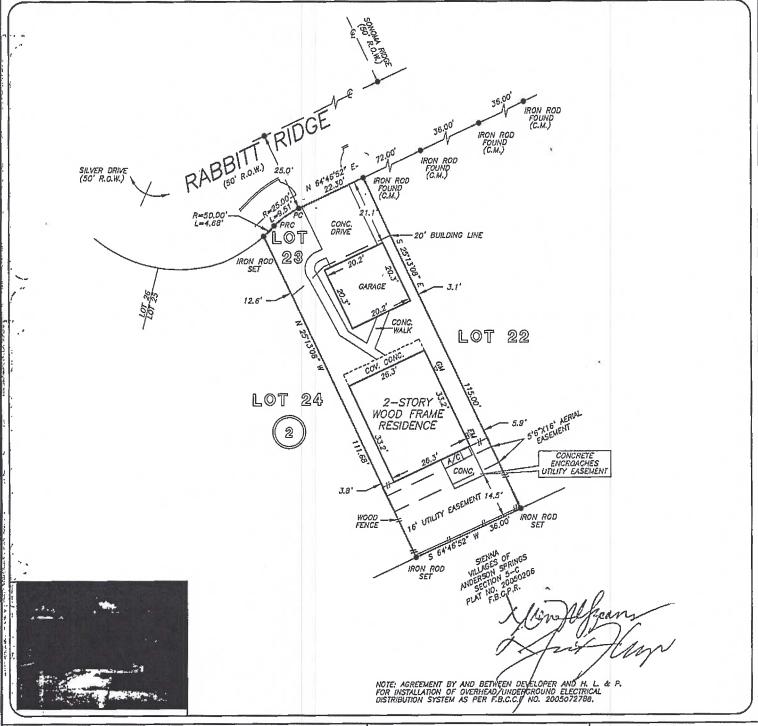
Notary Public

(TAR 1907) 02-01-2010

## SIENNA VILLAGE OF ANDERSON SPRINGS, SECTION 5-B

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT NO. 20050064 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS





THIS PROPERTY DOES NOT LIE WITHIN THE JOO YEAR FLOOD PLAIN AS PER FIRM PANEL NO. 48157C 0270 J MAP REVISION: 01/3/1997 ZONE X PER LOWR DATED: 8/22/2002 EASED ONLY ON VISUAL EXAMINATION OF MAPS, INACCURACIES OF FEMA MAPS PREVENT EXACT DETERMINATION WITHOUT DETAILED FIELD STUDY

E A SUBSURFACE INVESTIGATION WAS BEYOND THE SCOPE OF THIS SURVEY

Ř. ŘĚCOŘO BEARING: PLAT NO. 20050064 F.B.C.P.R. DRAWN BY: MV

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.

ALLEN D. HUGHES PROFESSIONAL LAND SURVEYOR NO. 3891 JOB NO. 08-06711 MAY 28, 2008









LENDER: BORROWER(S): PROPERTY:

Absolutes Financial Services, LP Irene E. Lazcano and Fernando Lazcano

7410 Rabbit Rdg

Missouri City, TX 77459

LOAN NO: DATE: 1886017897 June 06, 2008

## ACCEPTANCE OF PROPERTY CONDITION, SURVEY (IF APPLICABLE) AND TITLE EXCEPTION(S) RECEIPT AND HOLD HARMLESS AGREEMENT

I/We the undersigned Borrower(s) hereby acknowledge that the Property and, if this is a purchase transaction, all of its improvements, fixtures, appliances, and other parts are in good and satisfactory working order and in the condition as called for in the contract with Seller. If the Property is new construction, I/we find that the improvements erected on the above-mentioned Property have been completed substantially in accordance with the plans and specifications, and to my/our satisfaction, and that the terms of the contract between me/us and the contractor have been fully satisfied. If this is the purchase of an existing dwelling, I/we state that I/we are familiar with the Property and have accepted the condition thereof, and that all terms of the sales contract (including any required repairs and inspections) have been satisfied. The matters acknowledged in this paragraph are to the best of Borrower's knowledge and belief, and nothing in this Agreement is to be construed as a waiver of any claims, damages, causes of action, or rights under any warranty, express or implied against any party other than Lender, and its successors and assigns.

Further, I/we the undersigned Borrower(s) hereby certify that I/we have received, reviewed, and approved a copy of the attached survey, if applicable, which is incorporated herein by reference and have signed or initialed and dated same for identification purposes. I/We are aware of the indicated encroachments, protrusions, easements, limitations, access, dimensions, and/or other conditions shown on the survey. I/We further certify that the Settlement Agent has provided me/us with a copy of the Commitment for Title Insurance and that I/we have reviewed and consent to all of the exceptions to title which will appear in an Owner's Title Policy for the Property.

In consideration of the Lender making a loan to Borrower(s), I/we hereby indemnify and hold Lender harmless from any claims, costs, damages, causes of action and expenses including attorney fees, arising as a result of the condition of the Property, encroachments or other matters shown by the survey, and exceptions stated in the Commitment for Title Insurance and Owner's and Mortgagee Title Insurance Policies.

1 Leve Alforogram	06-06-08	iranico I difeios,
Borrower: Irene E. Lazcano	Date	
Juni Je May	Ce-6-08	
Borrower, Fernando Lazcano	Date	
I state that as the Settlement Agent for the closing on	the above-described Property I have provided a copy of the	Commitment for Title
Insurance to the Borrower(s). I also state that each Borr	rower has dated and signed the attached survey.	W/AR
Meloty		1400
(Settlement Agent)		(Date)
By: Kim Fox		
Title: GOOGLO HECE	-	
TITLE COMPANY	Y TO ATTACH COPY OF SURVEY (IF APPLICABLE)	

(R&A) RA0229941 - holdharm.ra - rev. 06/30/2004