

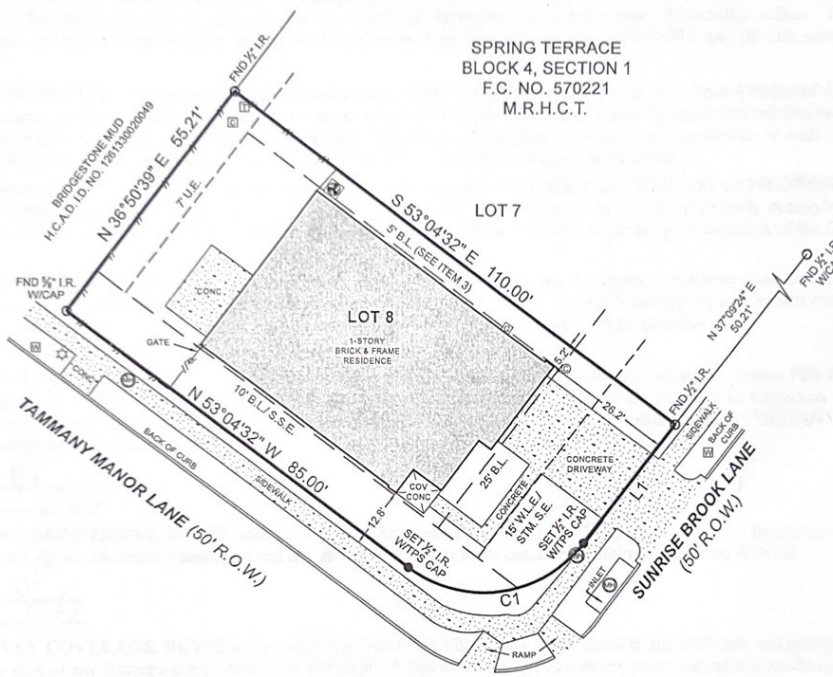


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.44'	35.48'	S 81° 58' 46" W	90° 23' 22"

LINE	BEARING	DISTANCE
L1	S 36° 50' 39" W	30.00'

**SYMBOL LEGEND**

- WOOD FENCE
- AIR CONDITIONING UNIT
- CABLE PEDESTAL
- CLEANOUT
- FOUND SURVEY MONUMENT
- GAS METER
- GATE POST
- LIGHT POST
- MANHOLE
- SET SURVEY MONUMENT
- TELEPHONE PEDESTAL
- WATER METER



SPRING TERRACE  
BLOCK 4, SECTION 1  
F.C. NO. 570221  
M.R.H.C.T.

LOT 7

LOT 8

TAMMANY MANOR LANE (50' R.O.W.)  
BACK OF CURB  
SIDEWALK  
CONCRETE DRIVEWAY  
SUNRISE BROOK LANE (50' R.O.W.)  
BACK OF CURB  
SIDEWALK

**BOUNDARY & IMPROVEMENT SURVEY**

SURVEYOR HAS RELIED ON INFORMATION PROVIDED BY:  
STEWART TITLE GUARANTY COMPANY  
G.F. NO. 23-984-HR  
EFFECTIVE DATE: JANUARY 09, 2023

THE SUBJECT TRACT(S) AS SHOWN HEREON MAY BE SUBJECT TO THE FOLLOWING ITEM LISTED IN SCHEDULE B, OF SAID TITLE COMMITMENT:

1. THOSE AS PER ITEM 1, SCHEDULE B, OF SAID TITLE COMMITMENT.
2. AGREEMENT WITH HOUSTON LIGHTING & POWER COMPANY PER C.F. NO. X929435, O.P.R.R.P.H.C.T. (BLANKET)
3. 5' BUILDING LINE ALONG THE INTERIOR PROPERTY LINES PER C.F. NO. Y099683, O.P.R.R.P.H.C.T. (DOES AFFECT/SHOWN HEREON)
4. EASEMENT TO BRIDGESTONE MUNICIPAL UTILITY DISTRICT PER C.F. NO. X732853, O.P.R.R.P.H.C.T. (DOES NOT AFFECT)
5. PIPELINE EASEMENT TO WARREN PETROLEUM COMPANY PER C.F. NO. D678692, O.P.R.R.P.H.C.T. (DOES NOT AFFECT)

PROJECT NUMBER	30776
DATE	01/23/23
DRAWN BY	AM
CHECKED BY	GM
FIELD CREW	JW
REVISION 1	
REVISION 2	
REVISION 3	
REVISION 4	

NO PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN PER GRAPHIC SCALING OF COMMUNITY PANEL NO. 48201C0235M HAVING AN EFFECTIVE DATE OF 10/16/2013.

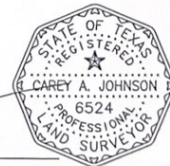
ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (TXC-4203), U.S. SURVEY FEET, AND ARE BASED ON GPS OBSERVATIONS MADE BY TEXAS PROFESSIONAL SURVEYING, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE UNDER MY SUPERVISION ON THE GROUND OF THE ABOVE DESCRIBED PROPERTY, AND THAT THE ABOVE PLAT OR DRAWING REFLECTS THE FINDINGS ON THE GROUND OF THE PROPERTY AT THIS TIME AND THAT THIS SURVEY MEETS THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

**TEXAS PROFESSIONAL SURVEYING**  
3022 N. Franklin, Carrollton, Texas 77333  
PH: 936.756.7447 FAX: 936.756.7448  
www.surveyingtx.com  
TSM No. 1003400

PURCHASER-----HELGA I. HALTENHOFF NIKIFOROS & VICTOR F. PINONES MENDEZ  
ADDRESS-----21607 SUNRISE BROOK LANE, SPRING, TX 77379  
SURVEY-----JOHN BROCK, A-122  
SUBJECT-----LOT 8, BLOCK 4  
SUBDIVISION-----SPRING TERRACE, SECTION 1  
RECORDING-----FILM CODE NO. 570221, MAP RECORDS  
COUNTY-----HARRIS

Carey A. Johnson  
Registered Professional Land Surveyor No. 6524



*Handwritten initials: DH, VP*

# Stewart Title of Montgomery County, Inc.

ADDRESS: 24 Waterway Ave, Suite 250, The Woodlands, TX 77380  
Tel (281) 367-5454 · Fax

## TX Title Company Disclosure for Residential Closings 1995

LAST CLOSING DOCUMENT TO BE EXECUTED  
TITLE COMPANY DISCLOSURES - RESIDENTIAL CLOSINGS ONLY

GUARANTY FILE NO.: 23-684-HR  
SELLER (whether one or more): Susan J. Cartwright and Bradley Cartwright, Trustees of Susan J. Cartwright Trust dated December 20, 2011  
BUYER (whether one or more): Helga Idilia Haltenhoff Nikiforos and Victor Fernando Pinones Mendez  
LENDER: SecurityNational Mortgage Company  
PROPERTY: 21607 Sunrise Brook Lane, Spring, TX 77379

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges its understanding of the disclosures being made by Stewart Title of Montgomery County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to Buyer and Seller on behalf of both TITLE COMPANY and its title insurance underwriter.

1) **WAIVER OF INSPECTION.** In consideration of the issuance by TITLE COMPANY to BUYER of a Texas Residential Owner Policy of Title Insurance (in this document such policy is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy.

"Possession includes open acts or visible evidence of occupancy and may include any visible and apparent roadway or easement on or across all or any part of the Property (but this exception does not extend to any right, claim or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which all or a part of Property is located).

Buyer assumes full responsibility for obtaining possession from the Property's present occupants.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". TITLE COMPANY may then require an inspection of the property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matters revealed by such inspection.

Buyer's Initials VP  
Buyer's Initials HH

2) **RECEIPT OF COMMITMENT.** BUYER acknowledges having received a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER.

Buyer's Initials VP  
Buyer's Initials HH

3) **A. NO SURVEY COVERAGE.** BUYER understands that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

The TITLE COMPANY may provide this coverage (except for "Shortages in Area") upon being supplied with survey acceptable to the TITLE COMPANY and the payment of an additional premium equal to 15% of the basic premium charge. The TITLE COMPANY may make additional exceptions for those items shown on the survey.

BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

IF BUYER WISHES TO OBTAIN THIS COVERAGE AND PAY THE ADDITIONAL 15% PREMIUM, BUYER IS REQUIRED TO CROSS-OUT THIS PARAGRAPH 3A.

Buyer's Initials VP  
Buyer's Initials HH

Title Company Disclosure for Residential Closings

Buyer's Initials \_\_\_\_\_

**B. ACCEPTANCE OF SURVEY.** BUYER has received and reviewed a copy of the survey of the Property made in connection with this transaction and acknowledges being aware of the following matters disclosed by the survey:

\_\_\_\_\_  
\_\_\_\_\_

Buyer's Initials VP  
Buyer's Initials HH

**C. OTHER SURVEY MATTERS.** The TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area. The TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Buyer's Initials VP  
Buyer's Initials HH

**4) PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st), they will adjust any changes of the proration and reimbursement between themselves and that TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's Initials VP Seller's Initials BTC  
Buyer's Initials HH Seller's Initials SJC

**5) TAX RENDITION AND EXEMPTIONS.** Although the Central Appraisal District (CAD) may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the CAD of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (e.g., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of CAD records concerning ownership, tax-billing address, or status of exemptions.

Buyer's Initials VP  
Buyer's Initials HH

**6) HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association (Association), to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments.

TITLE COMPANY has made no representations with respect to such Association's annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

Buyer's Initials VP  
Buyer's Initials HH

**7) IRS REPORTING.** SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

Seller's Initials BTC  
SJC

8) **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understands that the above referenced transaction has not yet "closed". At this time, any change in possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. BUYER and SELLER also recognize that neither TITLE COMPANY nor its title insurance underwriter is under any obligation to defend possession of the Property. The Owner Title Policy issued in connection with this transaction will except from coverage any relevant documents discovered during the final downdate search of the public records.

Buyer's Initials VP  
Buyer's Initials HH

Seller's Initials BJC  
Seller's Initials SJC

9) **ERRORS AND OMISSIONS.** In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Buyer's Initials VP  
Buyer's Initials HH

Seller's Initials BJC  
Seller's Initials SJC

10) **EXPLANATION OF OWNER TITLE POLICY.** Neither the Commitment for Title Insurance nor the Owner Title Policy are abstracts of title, title reports or representations of title and should not be relied upon as such and that, although documents have been signed, money collected and/or disbursed, a final downdate search may be made which could result in an Owner Title Policy not being issued. No representation is made that the BUYER'S intended use of the Property is allowed under law or under the restrictions or exceptions affecting the Property.

Buyer's Initials VP  
Buyer's Initials HH

11) **REPRESENTATIONS.** In connection with the purchase of the Property, the BUYER acknowledges and represents that the Title Company Disclosures have been executed by the borrower and/or seller, respectively, and except as listed below, have not made any other representations.

Buyer's Initials VP  
Buyer's Initials HH

Seller's Initials BJC  
Seller's Initials SJC

(TO BE COMPLETED IN BUYER'S OWN HANDWRITING)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: February 6, 2023

Susan J. Cartwright Trust dated December 20, 2011

By: Susan J. Cartwright  
Susan J. Cartwright, Trustee

By: Bradley Cartwright  
Bradley Cartwright, Trustee

Helga Idilia Haltenhoff Nikiiforos  
Helga Idilia Haltenhoff Nikiiforos

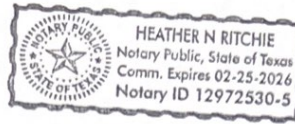
Victor Eschander Pinones Mendez  
Victor Eschander Pinones Mendez

STATE OF TEXAS  
COUNTY OF MONTGOMERY

Sworn to and subscribed before me on the 6th day of February, 2023, by Helga Idilia Haltenhoff Nikiforos, Victor Fernando Pinones Mendez and



Notary Public Signature



STATE OF TEXAS  
COUNTY OF MONTGOMERY

Sworn to and subscribed before me on the 6th day of February, 2023, by Susan J. Cartwright and Bradley Cartwright, Trustees of Susan J. Cartwright Trust dated December 20, 2011.



Notary Public Signature

