

### BORROWER/OWNER/PURCHASER AFFIDAVIT

State of Texas

County of Harris

Title Agent: PATTEN TITLE COMPANY

Commitment Number: 9994-20-13134

To induce Westcor Land Title Insurance Company and the above-referenced agent to issue a policy in accordance with the above commitment, the undersigned being first duly sworn, deposes and says as follows:

- 1. I am/we are the owner of the real estate referred to in the above-referenced commitment.
- 2. I am/we are a citizen of the United States, is under no legal disability, has not been divorced since purchasing the real estate, and had never been known by any other name (except as listed below), and the Borrower is not a nonresident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code or Income Tax Regulations).
- 3. That no proceedings in bankruptcy or receivership have been instituted by or against the deponents(s), nor has deponent(s) made any assignment for the benefit of creditors, which is in effect as to said real estate.
- 4. That there are no actions or proceedings now pending in any State or Federal Court, nor any State or Federal tax liens, or any other State or Federal lien or civil judgment of any kind or nature, including but not limited to support obligations, which could constitute a lien or charge against the real estate.
- 5. That there are no delinquent real estate taxes or unpaid current real estate, special assessments or pending assessments, or unpaid utility bills.
- 6. That there are no unpaid bills or claims for labor, services, or material furnished for alteration, repair or construction of any improvement to said real estate, and no such alteration, repair or construction has occurred within the last six (6) months. NOTE: If alterations, repairs or construction has occurred within this time frame, an Affidavit Regarding Liens must be completed. Please contact the agent listed above for the appropriate form.
- 7. That unless otherwise indicated, I am/we are the occupants of real estate and there are no unrecorded liens, leases or options to purchase, or other unrecorded provisions, easements, rights of way, or agreements which encumber the real estate.
- 8. That no dispute exists concerning the title to said real estate, the boundary lines of same, nor the location of the improvements upon this real estate or the adjoining real estate.

- 9. There are no other real estate mortgages on the property other than the mortgage(s) disclosed on the title insurance commitment AND there have not been made any draws against any open equity line loans secured by the above referenced real estate that are to be paid down or closed as a condition of the loan.
- 10. There are no purchase money obligations being created in this transfer in favor of any seller.
- 11. That in consideration of Westcor Title Insurance Company issuing its policy/policies effective as of the date of closing without making exception therein to matters which may arise between the [date of Land Records office closure\*] and the date documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect the title, I/we will promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter which may arise or be filed, as the case may be, against the Property as a result of any act or omission of the undersigned during the period of time between the date of the above title commitment(s) issued by Westcor Land Title Insurance Company, which commitment(s) is referenced hereto and made part hereof and the date of recording of all closing instruments, and to hold harmless and indemnify Westcor Title Insurance Company and [agent] against all expenses, costs and attorney's fees, which may arise out of our failure to so remove, bond or otherwise dispose of any liens, encumbrances or objectionable matters.
- 12. Purchaser acknowledges that: (a) Neither Title Agent nor Westcor Land Title Insurance Company can provide any estimate as to the time of recordation of the deed or other title documents in the Land Records. (b) Among other things, Purchaser may not be able to refinance or sell the Property, obtain

building permits, or demonstrate recorded ownership of, and legal title to, the Property until the time that the deed or title document is recorded in the land records.

Seller/Borrower		
Ву:		
Ву:		
Executed, subscribed and sworn to me this	day of	, 20
My Commission Expires:		
	Notary Public	
Purchaser		
By:	<del></del>	
M	<b>\(\chi\)</b>	10
Executed, subscribed and sworn to me this	day of	, 20
My Commission Expires Michael A. Nordwall	Notary Public	
Notary Public, State of Texas Comm. Expires 03-14-2023 Notary ID 131930883		

# **Texas Disclosure**

This form provides additional disclosures and acknowledgements required in Texas. It is used with the federal Closing Disclosure form.

Form T-64

Closing Information

Closing Disclosuke

**Issued Date:** 

Closing Date: December 16, 2020

GF #: 9994-20-13134 Sales Price: \$165,000.00 Loan Amount: \$123,750.00 Transaction Information

Property Address: 5017 Boicewood Street, Houston, TX 77016

Borrower(s): Shaun Runcie

Address(es): 24911 Mountclair Hollow Lane, Tomball, TX 77375

Seller(s): S Ramirez Investments LLC

Address(es):

Lender and Settlement Agent

Lender: Everett Financial Inc., dba Supreme

Lending

Address: 14801 Quorum Drive, Dallas, TX 75254

Settlement Agent: Patten Title Company

Address: 2500 West Loop South, 500, Houston, TX 77027

# **Title Insurance Premiums**

If you are buying both an owner's policy and a loan policy the title insurance premiums on this form might be different than the premiums on the Closing Disclosure. The owner's policy premium listed on the Closing Disclosure will probably be lower than on this form, and the loan policy premium will probably be higher. If you add the two policies' premiums on the Closing Disclosure together, however, the total should be the same as the total of the two premiums on this form.

The premiums are different on the two forms because the Closing Disclosure is governed by federal law, while this form is governed by Texas Law. The owner's policy and loan policy premiums are set by the Texas commissioner of insurance. When you buy both an owner's policy and a loan policy in the same transaction, you are charged the full premium for the owner's policy but receive a discount on the loan policy premium. Federal and Texas law differ on where the discount is shown. Texas law requires the discount to be reflected in the loan policy premium, while federal law requires the discount to be reflected in the owner's policy premium.

Title Agent:	Patten Title Company	Owner's Policy Premium	\$	1,175.00
Title Agent.	Tatten Title company	Loan Policy Premium	\$	100.00
	Westcor Land Title	Endorsements	\$	95.00
Underwriter:		Other	\$	0.00
Insurance Company	TOTAL	\$	1,370.00	
- 50 0	0() 111 hor	said to the Underwriter, the Title Agent v	vill retain \$ 1.	164.50 (or %);

Of this total amount: \$205.50 (or \_\_\_\_%) will be paid to the Underwriter; the Title Agent will retain \$1,164.50 (or \_\_\_\_%); and the remainder of the premium will be paid to other parties as follows:

Amount (\$ or %)	To Whom	For Services	
			n n

Fees Paid to Settlement Agent on the Clo		d to Settlement Agent	
Title - Lender's T-36 Endorsement	\$25	Title - Lender's T-30 Endorsement	\$20
Title - Lender's T-19 Endorsement	\$50	Title - Escrow Fee	\$870
Hoa Cost Reimbursement	\$0		

# **Texas Disclosure**

This form provides additional disclosures and acknowledgements required in Texas. It is used with the federal Closing Disclosure form.

Form T-64

Portions of the Real Estate Commission	Real Estate Comm	ission Disbursement osing Disclosure will be disbursed t	to:
eXp Realty LLC	is discressed on the Ci-	anng 2 notes and	
Evelyn Laniado			
Everyn Emmade			
Texas Home Group			
Frank Heiden			
Although not required, this section Section E of the Closing Disclosure,	may be used to disc	isclosures close individual recording charge ukdown of other charges that were	es included on Line 01 of e combined on the Closing
Disclosure:  Document Name	Recording Fee	Document Name	Recording Fee
Deed Deed	\$26.00	Mortgage	\$82.00
Beed			
Closing Disclosure Charge Name		Included in Closing Disclosure C	Charge
Lender Endorsements	T-30, T-36, T-19		
Agent cannot guarantee the accuracy Tax and insurance prorations and re are estimates for current year. If the directly between Seller and Borrowe I (We) acknowledge receiving this T to make the expenditures and disbur (we are) the Borrower(s), I (we) acknowledge.	eserves were based of the control of	on figures for the preceding year the current year, all necessary and Closing Disclosure. I (We) authing Disclosure and I (we) approve the Loan Funds, if applicable, in	orize the Settlement Agen we those payments. If I an the amount on the Closing
Shaun Runcie  S Ramirez Investments LLC, a L  By:		Date: 12/16/2020 mpany Date:	
By:Sebastian Ramirez			

# **Texas Disclosure**

This form provides additional disclosures and acknowledgements required in Texas. It is used with the federal Closing Disclosure form.

Form T-64

Patten Title Company

Ву:

Ernesto K. Garcia

# **BUYER'S AFFIDAVIT AND AGREEMENT**

STATE OF TEXAS

GF Number 9994-20-13134

**COUNTY OF Harris** 

ON THIS DAY personally appeared before me, Shaun Runcie ("Buyer"), who proved Buyer's identity to me through production of a United States federal or state government issued driver's license or other photographic identification and, after having been by me first duly sworn, according to law, upon oath made the following statements:

Buyer is purchasing the following described real property (herein called the "Property"):

Property 1:

Lot 127 of BUCKINGHAM PLACE, a Subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 24, Page 4 of the Map Records of Harris County, Texas.

Buyer has signed and delivered this Buyer's Affidavit and Agreement ("Agreement") to and its title insurance underwriter (together, the "Title Company"). Buyer expressly acknowledges, warrants, covenants and agrees that all statements and representations made in this Agreement are true and correct and all statements and representations are within Buyer's personal knowledge. Buyer agrees that Title Company may and will rely upon all statements and representations made to issue an Owner's Policy of Title Insurance ("Owner's Policy") and, when applicable, a Loan Policy of Title Insurance ("Loan Policy"), and to prepare and deliver documents in connection with the closing and financing, if applicable, of the purchase of the Property (together, the "transaction").

### GENERAL ACKNOWLEDGMENTS

A. MARITAL STATUS Shaun Runcie	
I have never been married.	
I am not now married.	
I am presently married to SERRA we married on 10/11/2020	PENCIE
I am not presently married, but have been presently married.	reviously, as stated below:
First marriage to terminated by death/divorce dated	, and was
Second marriage to terminated by death/divorce dated	, and was
I am presently married as stated above and hav	re been previously married as stated below:
First marriage toterminated by death/divorce dated	on, and was
Second marriage to terminated by death/divorce dated	, and was
B. MARITAL STATUS	
I have never been married.	
I am not now married.	
I am presently married to we married on	
I am not presently married, but have been p	reviously, as stated below:
Ruver's Affidavit and Agreement File No. 999	94-20-13134

First marriage to		, and was
terminated by death/divorce dated		
Second marriage to	on	, and was
terminated by death/divorce dated	7/9	
I am presently married as stated above and have b	on	, and was
terminated by death/divorce dated		
and the second of the second o		
Second marriage to	on	, and was

# TAXES AND HOA ACKNOWLEDGEMENTS

#### A. PRORATIONS:

- 1. Overview. Buyer has been advised and understands that taxes have been collected or prorated, or both, based on estimated taxes. (The term "taxes" includes property taxes, assessments, homeowner or property owner or condominium assessments, standby fees, and any penalties, interest, costs or expenses arising from a delinquency.) Estimated taxes are often based on the amount of taxes paid in prior years. Buyer understands that these tax estimates are based on information provided to Title Company by others. This information may be provided by a third party tax service company, property management companies, appraisal districts, taxing authorities and their attorneys. This information may not, however, be the most current available. For example, property values and tax rates may change with no notice to the Title Company. The amount or payment of the current year's taxes may be available at the time of closing, but that information may not have been provided to the Title Company. If delinquent taxes are to be paid at closing, information as to the amount owed may change substantially from one month to the next as additional costs and expenses accrue. Unusual taxes (including assessments made by public improvement districts) are occasionally missed by third party tax service companies. Additionally, if the Property has multiple tax account numbers, the estimated taxes may inadvertently omit one or more accounts. Although the Title Company may use the tax information for its own purposes, the Title Company does not and cannot warrant or guaranty the accuracy or completeness of the tax information or the tax estimates derived from that information.
- 2. Review of Estimated Taxes. Buyer confirms receipt of a copy of the tax certificate furnished by Title Company's tax service company. Buyer acknowledges that Buyer has reviewed the estimated taxes shown on the certificate, and has had the opportunity to conduct an independent investigation into the number and identity of the taxing authorities, the amount of the taxes, and the reasonableness of the estimate. Relying on Buyer's own investigation, Buyer has agreed to use the estimated taxes (as set forth on the settlement statement or closing disclosure) for proration and other purposes. Buyer agrees that if the estimated taxes are later determined to be incorrect, (including the failure to include a tax), any adjustment in the proration of taxes (if required) will be a matter for the Buyer and seller only, and shall be according to the agreement between Buyer and seller. Any adjustment in the proration of taxes (if required) will not involve the Title Company and the Title Company will have no liability to Buyer for any adjustment.
- 3. Taxes for the Year of Closing. Ordinarily, taxes for the year in which closing occurs will not be paid by Title Company. This may occur for several reasons, including the unavailability of a tax statement. (Tax statements are usually not available until mid to late fall of the tax year.) If the settlement statement/closing disclosure does not clearly indicate Title Company will pay taxes to the taxing authorities for the year in which closing occurs, Buyer must assume taxes for that year will NOT be paid by Title Company. If so, Buyer must independently confirm taxes will be paid before delinquency. This may require that Buyer contact all taxing authorities, obtain tax statements and, to avoid a delinquency, make timely payment directly to the taxing authorities of the amount owing for the entire year, whether or not taxes were prorated between Buyer and seller.
- 4. <u>Disclaimer of Liability</u>. Buyer acknowledges that any tax information provided to Buyer is delivered without any warranty as to its accuracy or completeness. Title Company will have no liability or responsibility if the tax information is not accurate or is not complete.

# B. ADDITIONAL TAXES - AFTER CLOSING

If all or part of the Property is subject to reduced taxes because (i) all or part of the Property was designated as being used for agricultural, timber or open space use, or for some other use that resulted in reduced tax valuation, or (ii) the Property was claimed as wholly or partially exempt from taxation, or (iii) improvements on the Property were not assessed, the Property may be subject to additional or "rollback" taxes. These additional or "rollback taxes may be assessed because of a change in usage or ownership, the disallowance of an exemption, or the later assessment of taxes on omitted improvements. Buyer understands and agrees that the Owner's Policy will expressly

INITIALS:

except to: "Subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership". If additional or "rollback" taxes are assessed against all or part of the Property, Buyer agrees it will be a matter for Buyer and seller only according to the agreement between Buyer and seller. Buyer further agrees that if Title Company pays a claim under a Loan Policy as a result of additional or "rollback" taxes, Title Company has the right to reimbursement of the amount paid from either Buyer or seller. Buyer agrees that the person responsible under the agreement between Buyer and seller must reimburse Title Company.

### C. PROPERTY TAX RECORDS/EXEMPTIONS

The Title Company is not responsible for notifying the county appraisal district (the "CAD") of changes in ownership, filing exemptions, or any other matter relating to property taxes. Buyer is responsible for notifying, in writing, the CAD of the change in ownership, providing a billing address, and making application for any exemptions or removing exemptions and reduced valuations that are no longer applicable. Buyer understands that the failure to correct the property tax records may result in losing certain rights and remedies. Buyer also agrees to notify, in writing, all homeowner associations, and/or property owner associations of the change in ownership of the property and of Buyer's address for billing purposes. Buyer understands that the failure to give notice may result in the failure to receive tax and assessment notices, including notices of appraised value, tax statements (bills) and assessment statements (bills). If there is a loan, Buyer agrees to provide the CAD with Buyer's lender's name, address and loan number. Buyer understands that any tax exemption requests (i.e. homestead, over 65) must be filed directly with the CAD by Buyer.

## D. "SPLITTING-OUT" A TAX ACCOUNT

If the Property was part of a larger tract owned by the seller, the CAD may not yet have assigned a separate tax account number to the Property. If so, after closing Buyer must request that the CAD assign a new tax account number to the Property. This is commonly called "splitting out" the Property sold from the larger tract still owned by the seller. If splitting out is required, Title Company strongly recommends that promptly after closing Buyer contact the CAD and determine how to apply for a split-out and by what date the application must be made. If Buyer does <a href="not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-otto:not-ott

### E. LENDER'S ESCROW ACCOUNT

If this transaction involves a mortgage loan or the assumption of a mortgage loan, the lender may require that Title Company collect and pay to lender certain amounts for the future payment by lender of property taxes and insurance ("escrows"). Buyer acknowledges that lender, not the Title Company, establishes the amount of the tax and insurance escrows and that those amounts may be later adjusted by the lender. Any adjustments in the amount of taxes paid by Buyer to Buyer's lender, or held in escrow by Buyer's lender shall be adjusted between Buyer and the lender, and Title Company shall have no liability or responsibility for any such adjustment.

# TAXES/PROPERTY OWNERS ASSOCIATION FEES

If the Property is in a subdivision or condominium project with a property, homeowner's, or condominium association (together, "POA"), the contract between seller and Buyer or applicable law may require delivery to Buyer of documents and information relating to the subdivision, condominium, and/ or POA. The documents and information may include restrictive covenants, the condominium declaration, amendments, other agreements affecting the Property, and a resale certificate. Texas law identifies what information must be included in a valid resale certificate. The POA ordinarily prepares the resale certificate; the Title Company does not. In addition to other information, the resale certificate must identify the frequency and amount of assessments and other fees (together, "POA Fees"). These documents and this information may be very important to Buyer. Buyer acknowledges that the Title Company shall have no liability or responsibility for payment of any taxes or POA Fees, except only to the extent: (i) the settlement statement expressly indicates the Title Company has collected taxes or POA Fees for payment; or (ii) as to the title insurance underwriter only, the title insurance policy insures that the taxes or POA Fees have been paid. The only obligation of after closing with respect to additional or "rollback" and/or delinquent taxes or POA Fees, is to forward a claim on the Owner's Policy to the underwriter issuing the policy, if a claim is made. For its own purposes (including its review of prorations and its determination of the coverage to be offered) Title Company may obtain these documents, including a resale certificate, before closing. Whether or not Title Company orders or obtains a resale certificate, it is not obligated to deliver the resale certificate to any person. Title Company is not a party to the contract between the seller and Buyer and is not obligated to deliver documents or information on behalf of either the seller or the Buyer. If Buyer is interested in the content of the resale certificate Buyer must obtain and review the resale certificate before closing.

TECHNOLOGY FEE:

File No. 9994-20-13134

File No.

Buyer's Affidavit and Agreement

 We agree to opt-in to the Qualia Customer Document Repository providing direct access to closing documents post-closing for the Technology Fee of \$35.

### SURVEY AGREEMENT

#### A. SURVEY ACKNOWLEDGEMENTS

If Title Company ordered and obtained a survey for the closing, Buyer understands and acknowledges disclosure of and agreement with the following:

- Title Company ordered the survey as a convenience, and with the understanding and Buyer's
  agreement that Title Company is not responsible for the content or accuracy of the survey,
  and on the condition that if any dispute later develops concerning the content or accuracy of
  the survey, Buyer agrees to look solely to the surveyor, and not to Title Company, for a
  resolution of that dispute.
- Buyer agrees to hold Title Company harmless from all claims arising from the survey, including but not limited to all claims that the survey was not timely performed, is inaccurate, incomplete and/or was not paid for.
- If Title Company reasonably believes the surveyor is presently licensed by the Texas Board
  of Professional Land Surveyors, Title Company will have fulfilled any duty Title Company had
  in selection of the surveyor.
- 4. There are many different types of surveys, some providing more and some providing less information and precision. Title Company orders surveys with the information and precision it considers generally acceptable for title insurance purposes, considering the nature of the transaction. Buyer has had the opportunity to request a survey with more information or greater precision. Buyer has independently reviewed the survey and agrees that it is acceptable.
- 5. Whether ordered by the Title Company or not, Title Company may evaluate the survey for its own purposes, Title Company is not authorized to and cannot provide advice or guidance in evaluating the survey. Buyer has not relied on Title Company's statements or guidance as to the survey, and Buyer will seek the assistance of a qualified professional if Buyer has questions about the survey
- 6. Whether ordered by the Title Company or not Buyer understands that matters shown on the survey (for example, easements, rights of way, setback lines, fence encroachments and protrusions) are generally not covered by the Owner's Policy. Buyer is aware of and accepts the following encroachments as shown on the survey: See Title Commitment, Schedule B
- 7. If Buyer received an old survey or a survey prepared for the benefit of a third party (for example, the seller's survey), Buyer has independently evaluated whether Buyer has any recourse against the surveyor if the survey contains errors or omissions.
- 8. Title Company does not determine whether the Property is located in a special flood hazard area. Title Company does not determine whether or not Buyer should purchase flood insurance. Buyer agrees to seek the assistance of a qualified professional if Buyer has questions about the risk of flooding or the availability of flood insurance.

### **B. SURVEY INSTRUCTIONS**

Buyer instruct	s the Title Company to proceed as follows:
	I requested and have received a new survey.
	I choose to proceed with a prior survey, and I am in possession of a copy of tha survey.
	I choose to buy this property and close without the benefit of a survey.

C. OPTION TO PURCHASE AREA BOUNDARY AND ENCROACHMENT COVERAGE (Note: Title Company must have received a survey to purchaser this optional coverage)

If an acceptable survey of the Property is not provided to the Title Company, the Owner's Policy will contain the standard exception to "any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements." This exception to coverage is the "Boundary" exception. However, if an acceptable survey is provided to the Title Company and Purchaser agrees to pay an additional premium, the Boundary exception will be amended so that the exception is limited to "shortages in area" only. For Policy Form/T-1R, the additional premium is 5% of the Owner Policy premium. For Policy Form T-11, the additional

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Buyer's Affidavit and Agreement

INITIALS:

premium is 15% of the Owner Policy premium. Title Company's amendment of the Boundary exception does not limit its right to include additional exceptions for matters disclosed by the survey and for other matters that appear in the real property records. There will be no coverage for matters set forth as exceptions in Schedule B of the Owner's policy.

Buyer instructs the Title Company to proceed as follows (Check one box):

I request that Title Company provide the Boundary Coverage (subject to exceptions in Schedule B) and agree to pay the additional premium for that coverage.

I decline the offer of the Boundary Coverage and understand my Owner's Policy will contain the standard exception to "any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."

### CLOSING ACKNOWLEDGEMENTS

### A. WAIVER OF INSPECTION

Buyer waives an on-site inspection of the Property by Title Company and agrees that the Owner's Policy will contain the following exception to coverage: "rights of parties in possession." Buyer understands that with this exception to coverage the Owner's Policy does not insure against the rights of any persons now in possession of all or part of the Property, and does not insure against the rights of those persons by or through whom any persons possess all or part of the Property. As used in the Owner's Policy, "possession" includes visible evidence of occupancy or use of the Property, including the use of roads or easements. Buyer understands that Buyer may be required to obtain possession of the Property from the current occupants, if any. Buyer has either inspected the Property or agreed to accept the risks arising from not inspecting the Property. The exception to coverage in the Owner's Policy to "rights of parties in possession" will not apply if, and only if, Buyer has made a written request for inspection, Buyer has paid the reasonable and actual cost of inspection, and Title Company has inspected the Property and found it vacant with no evidence of possession by third parties. Buyer understands that any such inspection by Title Company is for the benefit of Title Company only and is for the limited purpose of determining whether the Owner's Policy will, or will not, insure against the rights of persons who may now be in possession of the Property. Title Company has the right to except from coverage all matters revealed by the inspection. Title Company does not inspect for and has no responsibility for the suitability or physical condition of or damage to the Property. The Owner's Policy insures title only. The Owner's Policy does not insure against any defect in the physical condition of the Property.

# B. LENDER REQUIREMENTS AND DISCLOSURES (LOANS)

If this transaction involves a mortgage loan or the assumption of a loan, Buyer acknowledges awareness of the terms of the loan documents, including the Deed of Trust. Buyer understands Title Company may take instructions from the lender providing the mortgage loan, and that the lender may refuse to fund this transaction if the Property and/or Buyer fail to comply with the lender's requirements. Buyer releases Title Company from any liability or loss (including loss of the Property) arising from: (a) the lender's refusal to fund the loan; and (b) the terms of the loan documents, including but not limited to the Deed of Trust.

# C. NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING STATEMENT

 Title Company is not a mortgage lender, mortgage banker or mortgage broker/loan officer. Nonetheless, in the public interest, and, in particular as to loans subject to Section 343.105 of the Texas Finance Code, Title Company makes the following disclosures:

WARNING: Intentionally or knowingly making a materially false or misleading statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32, of the Texas Penal Code, and, depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed \$10,000.

Buyer has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain a mortgage loan. If Buyer has applied for a mortgage loan, Buyer represents that all statements and representations contained in Buyer's written loan application, including any statements or representations regarding my/our identity, employment, annual income, and intent to occupy the residential real property secured by the mortgage loan (if such statements were made), are true and correct as of the date of loan closing.

 Notice of Obligation To Report Fraudulent Activities. If a person determines or reasonably suspects that fraudulent activity has been committed or is about to be committed, the law requires that the person report the information to an authorized governmental agency One such authorized governmental agency is:

INITIALS:

File No. 9994-20-13134

Buyer's Affidavit and Agreement File No. 9994

Texas Department of Savings and Mortgage Lending 2601 N. Lamar Blvd., Ste. 201 Austin, Texas 78705 Toll Free Consumer Hotline: 1 (877) 276-5550

Main Number: (512) 475-1350

Email: smlinfo@sml.texas.gov Website: www.sml.texas.gov

NOTICE: THE TERMS OF THIS AGREEMENT ARE IMPORTANT. THIS AGREEMENT AFFECTS THE TITLE INSURANCE COVERAGE PROVIDED, IT DISCLOSES IMPORTANT INFORMATION, AND IT CONTAINS IMPORTANT AGREEMENTS AND REPRESENTATIONS. BUYER CONFIRMS HAVING CAREFULLY READ, CONSIDERED AND, WHERE APPLICABLE, COMPLETED ALL THE ABOVE.

#### D. SELLER DISCLOSURES

Buyer understands that, under Texas law, it is the seller's responsibility (not the Title Company's) to give certain disclosures if the Property is located in one or more special districts. If the Property is a residence, the contract between Buyer and the seller probably discloses that the Property may be in one or more special districts. The disclosures apply to property in special districts that have the power to impose assessments similar to property taxes. These special districts include but are not limited to Municipal Utility Districts, Drainage Districts, and/or Public Improvement Districts. Title Company may also disclose that the Property is in a special district. Any such disclosure by the Title Company is provided as a courtesy only. Buyer may want to consult with the seller to determine what special districts, if any, the Property is located within. If, as a courtesy, Title Company provides a disclosure for a special district, the giving of that disclosure is not a representation the Property is located only in that one special district. The Property may also be located in another special district. It is sometimes difficult to determine whether property is located within a special district.

# E. POSSIBLE PLATTING REQUIREMENTS

If the Property is part of a larger parcel of real property owned by the seller, the sale may be considered a subdivision of real property. A subdivision may require governmental approval and the filing of a plat, replat or amended plat. The failure to obtain governmental approval and file a plat, replat or amended plat may cause difficulties, including the denial of building permits and/or the inability to connect to utilities. These same problems may arise if a previous sale did not comply with the laws regulating the subdivision of real property. The Owner's Policy does not insure against these risks. Title Company does not and cannot provide advice or counseling as to legal matters, including whether or not a subdivision requires governmental approval.

### F. INVOLUNTARY LIENS

Title Company has NOT performed a full search of the real property records with reference to possible tax liens, judgments, or other involuntary liens which may have been filed against the Buyer. Buyer understands that such involuntary liens (if any) may need to be released prior to the resale or subsequent mortgaging of the Property.

# G. CLOSE INTO ESCROW

- Buyer understands that the Title Company has closed into escrow pending execution and delivery
  of all closing documents, receipt of all required funds, and satisfaction of any conditions, including
  the following:
  - Delivery of good funds from Buyer
  - Delivery of documents signed by Buyer/borrower/seller
  - Other:
  - · If Applicable:
    - ☐ Delivery of good funds by lender
    - ☐ Lender's approval of closing documents
    - □ Delivery of good funds by seller
    - □ Borrower has met all lender requirements
    - ☐ Three Day Right of Rescission (construction financing)
- Buyer agrees that until such time as Title Company notifies the Buyer that all required documents and good funds have been received, the Buyer acknowledges that the referenced transaction is not consummated, and title to the real property has not been conveyed.
- 3. Title Company makes no representations and bears no liability with regard to possession of subject property.

# H. DOCUMENT REVIEW AND CORRECTION DOCUMENTS

Buyer agrees to cooperate with Title Company after closing and sign any additional documents (including documents mistakenly omitted and correction documents) as may be necessary to correct errors, or complete or clarify information. Title Company cannot prepare legal documents that

File No. 9994-20-13134

Buyer's Affidavit and Agreement

INITIALS:

transfer ownership or create or release liens. If Buyer, seller, or lender has not arranged for the preparation of a legal document required for closing, as a convenience to the parties, Title Company may order a warranty deed or other legal document from a licensed attorney. The attorney representing Title Company will be asked to prepare a standard legal document. Such legal documents do not address issues such as survivorship, ownership in unequal shares, and mineral (oil and gas) reservations. At or before closing, Buyer agrees to review any such legal document, especially a deed, to confirm the document conforms to Buyer's expectations. If Buyer is in doubt as to whether a legal document will have the desired effect, Buyer agrees to notify Title Company immediately and consult with independent legal counsel.

### I. SHORTAGES IN AMOUNTS COLLECTED BY TITLE COMPANY

If (a) information used by Title Company to calculate amounts to be collected or paid in connection with this transaction is later found to be inaccurate or incomplete, or (b) the calculations used by Title Company are later found to be inaccurate and, as a consequence of (a) or (b), additional amounts must be collected or paid, Buyer agrees to pay to Title Company any additional amounts owed by Buyer after Title Company corrects the inaccurate information or calculation and/or obtains the complete information. Buyer authorizes Title Company to deduct any such additional amounts from the funds held by Title Company on behalf of Buyer.

### TITLE COMMITMENT AND TITLE POLICY

#### A. TITLE COMMITMENT

- Buyer acknowledges prior receipt, either directly or through Buyer's agent, of the Commitment for Title Insurance ("Commitment").
- 2. The Commitment is not a title report, a title opinion, or a representation as to the status of title. The Commitment is, instead, a description of the title insurance coverage to be included in the Owner's Policy. That coverage is contingent on compliance by Buyer and/or seller with all the terms and conditions in the Commitment. Buyer acknowledges receipt of (or the offer of) a copy of all the documents described in Schedule B (including but not limited to a copy of recorded restrictions and easements) and Schedule C of the Commitment. Buyer agrees to assume all these matters affect the Property. Buyer acknowledges that the Owner's Policy will be subject to the standard printed terms, stipulations and the exceptions contained in the Commitment. Buyer acknowledges that if a matter shown on Schedule C of the Commitment is not addressed at or prior to closing, Buyer will not have title insurance coverage for that matter. If Buyer has questions or concerns about the matters shown on Schedules B or C, Buyer is advised to consult an attorney or other real estate professional. Buyer understands Title Company cannot provide advice or counseling on legal matters or on the merits of the transaction, including whether or not the Property is suitable for Buyer's intended use.
- 3. The escrow officer ("closer") has been trained in the field of closing practices, but the escrow officer (and any assistant) cannot answer questions about title to the Property. The escrow officer or escrow assistant will deliver the Commitment and, if asked, will respond to requests for changes to the Commitment. The response will only reflect Title Company's decision whether or not to provide the requested title insurance coverage the response must not be understood to be an opinion concerning title. Title Company's employees and agents (including its title examiners) do not give, and are not authorized to give, opinions as to title. Buyer confirms that Buyer has not relied upon any representation by Title Company, its employees, or its agents concerning title to the Property.

# B. TITLE POLICY

Title Company is authorized to issue an Owner's Policy to Buyer covering the Property, subject to all terms, conditions, exceptions and exclusions of the Owner's Policy.

### **CLOSING DOCUMENTS**

### A. RECEIPT OF SETTLEMENT STATEMENT

Buyer acknowledges receipt and examination of the settlement statement. Buyer accepts the amounts shown on the settlement statement as accurate or acceptable and authorizes all payments shown on the settlement statement, including without limitation any and all prorations and disbursements. Buyer will have no claim whatsoever against Title Company for making the payments shown on the settlement statement.

# OTHER AGREEMENTS AND WARRANTIES

 Buyer agrees to indemnify and defend Title Company from and against any and all claims, demands, or causes of action, and any costs and expenses (including reasonable attorney's fees) arising from or connected with, directly or indirectly, (a) the falsity or inaccuracy of Buyer's statements and

INITIALS:

File No. 9994-20-13134

Buyer's Affidavit and Agreement

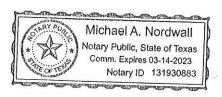
representations in this Agreement; and (b) Buyer's failure to comply with Buyer's obligations under this Agreement.

- Buyer acknowledges that Title Company's role in closing this transaction is to act as a neutral third party. Title Company cannot provide advice or counseling on legal matters or on the merits of the transaction.
- 3. Home Warranties. If Buyer is purchasing a residence, Buyer has the option to purchase a residential service contract - sometimes referred to as a home warranty. The contract between Buyer and seller may provide that seller will reimburse Buyer for all or part of the cost of the residential service contract. Whether or not the contract between Buyer and seller provides for reimbursement, it is Buyer's responsibility to select the residential service contract and confirm that the cost of the contract and the amount of reimbursement, if any, appears on the settlement statement/closing disclosure. If at Buyer's request or at the request of Buyer's real estate agent, Title Company orders a residential service contract, Title Company does so as a courtesy only. Title Company is not contractually obligated to order or obtain a residential service contract on Buyer's behalf. If a written request (identifying the warranty company and particular policy) is not made in writing at least five (5) days in advance of closing, Title Company may not have time to order the residential service contract. If Buyer desires a residential service contract, Buyer agrees it is Buyer's responsibility to obtain written confirmation, either before or at closing, that the residential service contract has been or will be ordered and will contain the desired terms. Title Company has no obligation to perform under any residential service contract. Title Company makes no representation or warranty as to the adequacy of any residential service contract or as to the performance of the provider of any residential service contract. If a residential service contract was requested but Buyer does not receive the contract within 10 days after closing, Buyer agrees to confirm directly with the provider of the residential service contract that the contract was ordered and that appropriate documentation will be delivered to Buyer.
- 4. Upon request by a real estate broker or agent representing a party to the transaction, Buyer agrees Title Company may deliver to the broker or agent a copy of the documents Buyer signed at closing, but not those documents containing Buyer's social security, driver's license number and or passport number.
- 5. The terms of this Agreement survive the closing and funding of the transaction described and will not be merged therein. This Agreement is binding upon Buyer and Buyer's heirs, personal representatives, successors, assigns, and beneficiaries. The releases and indemnities given herein benefit and are enforceable by Title Company's officers, managers, employees, agents, attorneys, successors, and assigns.
- 6. If Buyer is a natural person, Buyer is over the age of 18 years and legally competent to enter into this Agreement. If Buyer consists of more than one person, the term "Buyer" includes the singular and the plural (and vice versa) as the context requires.
- 7. If Buyer is an entity (such as a corporation, partnership, limited liability company, or association), the person signing on behalf of Buyer individually warrants and represents that: (a) the person signing is the duly authorized representative of Buyer; (b) all factual statements above are true and correct; (c) all agreements and terms and conditions of this Agreement are binding on Buyer; and (d) Buyer has met all legal requirements to operate as an entity and is in good standing under all applicable laws.

WITNESS my hand this the 16th day of December, 2020.

Shaun Runcie

Sworn to and subscribed before me, by the said Shaun Runcie this the 16th day of December, 2020.



Notary Public, State of Texas

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

#### NOTICE

To:

Shaun Runcie

From:

GF Number:

9994-20-13134

Property:

Commonly known as 5017 Boicewood Street, Houston, TX 77016

Property 1:

Lot 127 of BUCKINGHAM PLACE, a Subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 24, Page 4 of the Map Records of Harris County, Texas.

Date:

December 15, 2020

This is to give you notice that Patten Title Company (hereinafter "Agent") has a business relationship with Accurate Notary Service, LLC, which is a mobile notary service, Accurate Tax Certificates, LLC which is a tax certificate provider, and Doc Prep 911, which is a legal document provider. Agent provides settlement services, including title insurance and escrow services. The owner of Agent is also the owner of Accurate Notary Service, LLC, Accurate Tax Certificates, LLC, and Doc Prep 911. Because of this relationship, this referral of business to the companies below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan for your purchase, sale, or refinance of the Property, as applicable. THERE ARE FREQUENTLY OTHER COMPANIES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO ENSURE THAT YOU ARE RECEIVING THE BEST SERVICES AT THE BEST RATE.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Accurate Notary Service, LLC	Mobile notary service	\$50-175 per signing
Accurate Tax Certificates, LLC	Provision of Tax certificate	\$65-\$100 per certificate
Doc Prep 911	Legal document preparation	\$50-400 per document/package

# ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE

	2111/2010		
Runcie	Date	Date	

# Exhibit "A"

Property 1: Lot 127 of BUCKINGHAM PLACE, a Subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 24, Page 4 of the Map Records of Harris County, Texas.

# ATTORNEY REPRESENTATION NOTICE

Date:

December , 2020

Seller:

S Ramirez Investments LLC

Buyer:

Shaun Runcie

## Property:

Lot 127 of BUCKINGHAM PLACE, a Subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 24, Page 4 of the Map Records of Harris County, Texas.

Commonly known as 5017 Boicewood Street, Houston, TX 77016.

Some of the legal instruments that have been involved in the above referenced transaction have been prepared for the transaction by The Patten Law Firm, PC ("The Law Firm"). The undersigned acknowledge that The Law Firm has not acted as counsel and has not assisted or rendered legal advice to the undersigned in connection with the transaction referenced herein. The undersigned have been informed that they may retain personal legal counsel for advice in this transaction.

**DESCRIPTION OF LEGAL SERVICES PERFORMED**. The Law Firm has prepared all or part of the following legal instruments in connection with the Property: General Warranty Deed and other documents prepared or reviewed in connection with the transaction.

DISCLAIMER OF REPRESENTATION OF WARRANTY. The undersigned understand that The Law Firm has not conducted a title search on the Property, Mineral Search on the Property, or any other matters that might be revealed from an examination by the undersigned of the Property itself or that might be revealed through a survey of the Property. The undersigned are cautioned to make sure that the General Warranty Deed to the Buyer conveys the specific property (with or without minerals) the Buyer has contracted to purchase. Law Firm further advises that it is not responsible for the transfer or reservation of the mineral rights of the Property.

FURTHERMORE, THE LAW FIRM MAKES NO REPRESENTATION WITH REGARD TO COMPLIANCE WITH THE DODD-FRANK ACT. BY SIGNING BELOW, SELLER AND BUYER/BUYER ACKNOWLEDGE THIS DISCLAIMER AND AGREE TO HOLD THE LAW FIRM HARMLESS FOR ANY POTENTIAL NON-COMPLIANCE WITH THE DODD-FRANK ACT.

BASIS FOR FEE. The document preparation fee charged by The Law Firm is intended to provide fair compensation for the above-described services, taking into consideration the time and labor required, the complexities of the issues involved, and all other services performed. Other considerations include the expertise of The Law Firm in the complexities of the real estate practice and the necessary overhead associated with the rendering of said services. Specifically, there has been no charge made for any disclosures required by the Real Estate Settlement and Procedures Act and/or the Truth-in-Lending Act.

THE UNDERSIGNED HEREBY ACNOWLEDGE RECEIVING AND READING A COPY OF THIS NOTICE, AND BY HIS/HER/ITS SIGNATURE BELOW, AFFIRMS HIS/HER ACKNOWLEDGEMENT OF THE ACCURACY OF THE ABOVE STATEMENTS.

SELLER:	BUYER:
S RAMIREZ INVESTMENTS LLC	
Sebastian Ramirez, Manager	Shaun Runcie