



Fidelity National Title Insurance Company

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.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE

We (FIDELITY NATIONAL TITLE INSURANCE) 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.

Angela S. Zwick

Authorized Countersignature

Fidelity National Title Insurance Company



By: *Greg M. P... L*

ATTEST

President

[Signature]

Secretary

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.

TEXAS TITLE INSURANCE INFORMATION

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 pérdidas 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 entenderlo completamente antes de la fecha para finalizar su transacción.

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 1-(800) 442-7067 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.

SCHEDULE A

Effective Date: **January 4, 2019**
Commitment No.

Issued **January 18, 2019**

GF No. **LAT-60846**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: **\$1,000.00**
PROPOSED INSURED: **A Natural Person or Legal Entity To Be Determined**
- c. 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:
PROPOSED INSURED:
Proposed Borrower
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder:
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:

United States of America

4. Legal description of land:

See Appendix A

SCHEDULE B EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
2. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner Policy only.)
3. 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 Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2018, 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 of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018 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 Mortgagee 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 Mortgagee Policy (T-2) only.)
The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee Policy of Title Insurance (T-2R).
9. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. **Any and all liens, covenants, conditions, reservations, or other matters affecting title to the real property described in Schedule A hereof, which are recognized or created in the deed to the insured.**
 - b. **Easements or claims of easements which are not recorded in the public records of Moore County, Texas. (To be amended after receipt of an acceptable survey)**
 - c. **Any visible or apparent easements over and across the property herein described.**

- d. 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.
- e. Rights of parties in possession. (Owner's Policy Only)
- f. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- g. Any portion of the property herein described which falls within the boundaries of a road or roadway.
- h. Restrictions and Zoning Laws of the City of Cactus.
- i. Rules and regulations of the North Plains Ground Water Conservation District No. 2.
- j. [Oil and Gas Lease](#) dated June 1, 1948, executed by Paulus Schroeter, et ux, as Lessor, to C. J. Fowlston, as Lessee, recorded in Volume 103, Page 313, Deed Records of Moore County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- k. [Oil and Gas Lease](#) dated June 1, 1948, executed by Lone Star Townsite Company, as Lessor, to C. J. Fowlston, as Lessee, recorded in Volume 103, Page 317, Deed Records of Moore County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- l. [Oil and Gas Lease](#) dated June 1, 1948, executed by Gaines Teeple, et ux, as Lessor, to C. J. Fowlston, as Lessee, recorded in Volume 104, Page 144, Deed Records of Moore County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- m. [Oil and Gas Lease](#) dated June 1, 1948, executed by Clevy Phillips, et al, as Lessor, to C. J. Fowlston, as Lessee, recorded in Volume 104, Page 255, Deed Records of Moore County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- n. [Easement](#) dated October 10, 1938, executed by J H. Keefe to Panhandle Power and Light Company, recorded in Volume 49, Page 588, Deed Records of Moore County, Texas.
- o. Easement dated December 29, 1972, executed by Paulus F. Schroeter to City of Cactus, recorded in Volume 238, Page 368, Deed Records of Moore County, Texas.
- p. Easement Twenty feet (20') in width for the purpose of Utilities, and rights incidental thereto, as set forth or as offered for dedication in [Plat](#) recorded Plat Cabinet 1, Sleeve A-101, Plat Records of Moore County, Texas.
- q. [Reservation](#) of all oil, gas and other minerals to grantor and prior grantors in that Correction Warranty Deed dated June 3, 2003 executed by Bill Stone and wife, Ada Mae Stone, recorded June 3, 2003 under Clerk File No. 148011 in Volume 568, Page 473, Official Public Records, Moore County, Texas.
- r. Reservation of all water and water bearing sands in that Correction Warranty Deed dated June 3, 2003, executed by Bill Stone and wife, Ada Mae Stone, recorded June 3, 2003 under Clerk File No. 148011 in Volume 568, Page 473, Official Public Records, Moore County, Texas.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, 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 Mortgagee 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. **Issuance of the final commitment is subject to review and underwriting approval of the federal forfeiture proceedings by the Company. The Company reserves the right to make additional requirements and/or exceptions after review of the requested documentation.**
6. **We find no outstanding liens affecting the subject property. Inquiry should be made concerning the existence of any lien or other indebtedness which could give rise to any security interest claim in the subject property.**
7. **We require evidence of the marital / homestead status of the record owner(s) and/or borrower(s), from the date of acquisitions of the property to the date of the closing of this transaction. If title is held by a married person, we will require the joinder of both spouses on any conveyance. Any loan transaction may require an affidavit acceptable to Company to designate and disclaim the residence or business homestead of borrower(s). Bay National Title Agency of Texas, Inc reserve the right to make further requirements based on said evidence and/or affidavit.**
8. **All documents in this transaction to be filed of record, including but not limited to any durable power of attorney used in this transaction, must be wholly in the English language, as required by Texas Property Code Section 11.002(a), in order to be filed in the Real Property Records. If not wholly in the English language, company requires and requests a sworn English translation as described in Section 11.002, subparagraphs (b) or (c), of the Texas Property Code, suitable for filing of record.**
9. **Procedural Rule P-27, as provided for by Article 9.39 of the Texas Insurance Code, requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account.**
10. **Effective January 1, 2018, a Guaranty Assessment Recoupment Charge of \$4.50 must be collected for each owner's policy and each loan policy sold on a Texas property. The \$4.50 fee will be collected from the person/entity paying for the policy. Title agents are required to collect, remit, and report the guaranty fees on a quarterly basis to the Texas Title Insurance Guaranty Association (TTIGA).**

11. **Require standard Affidavit of Debts and Liens be executed by seller at or before closing. If any additional debts or liens are listed that may attach to the subject property other than the aforementioned deed of trust, contact the Examination Department immediately for further instruction prior to proceeding with closing.**
12. **"Rights of parties in possession" shown in Schedule B of this commitment will be deleted from the Owner's Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the owner or purchaser(s). If such an inspection is not required, the purchaser(s) must sign a Waiver of Inspection and acknowledge that they understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.**
13. **Company requires a legible copy of current drivers license or other positive proof of identification of the parties to the closing.**
14. **Item 2, Schedule B may be amended to read "Any shortages in area" in the Owner's Title Policy if we are furnished a current survey plat prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, or any encroachment(s), or any overlapping of improvements, and the payment of the additional required premium for this amendment.**

FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE D

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the Writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: Bay National Title Agency of Texas, Inc

- (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Bay National Title Company

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Nico Blue Holdings, LLC

- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Officers/Directors: Directors: Evan Neil Grimm

Officers: Evan Neil Grimm, Chairman of the Board; Tyler Katherine Lee, CEO

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. NONE.

- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

1. 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 any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	\$238.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Total	\$238.00

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

AMOUNT	TO WHOM	FOR SERVICES
\$125	Texas Panhandle Title Company	Title Search Services

* The estimated premium is based upon information furnished us as the date of this Commitment for Title Insurance. Final determination of the amount of premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

APPENDIX A

LEGAL DESCRIPTION

Real property more particularly described as Lot 2, Block 9, Unit 8, Stone Addition to the City of Cactus as shown and designated on the official map or plat of said addition recorded in the plat records of Moore County, Texas.



Bay National Title Agency of Texas, Inc

5851 Legacy Circle, Suite 600
Plano, TX 75024
(972) 674-8380

File Number LAT-60846

Closer Lisa Quick

Property Address 410 South Highway 287, Cactus, TX 79013

CHAIN OF TITLE

Deed Type: Final Order of Forfeiture
Grantors: Sidney A. Fitzwater, United States District Judge
Grantees: United States of America
Instrument: 143
Dated: November 17, 2017
Recorded Date: December 6, 2017
Book: 800
Page: 26
Deed Type: Correction Warranty Deed
Grantors: Bill Stone and wife, Ada Mae Stone
Grantees: Guadalupe Reyes and wife, Rosa Maria Reyes
Instrument: 148011
Dated: June 3, 2003
Recorded Date: June 3, 2003
Book: 568
Page: 473
Deed Type: Warranty Deed
Grantors: Bill Stone and wife, Ada Mae Stone
Grantees: Guadalupe Reyes and wife, Rosa Maria Reyes
Instrument: 147891
Dated: May 20, 2003
Recorded Date: May 22, 2003
Book: 567
Page: 949

For your convenience please find attached the current Vesting Deed:

[Final Order of Forfeiture](#)