

# Due Diligence Package



FEBRUARY 4, 2020

AUCTION WITHOUT RESERVE

1243 Overlook Dr. | Whitney, TX 76692

**HERITAGE**  
AUCTIONS  
LUXURY REAL ESTATE







1243 Overlook Dr  
Whitney, TX 76692

AUCTION WITHOUT RESERVE  
February 4, 2020

[HA.com/LakeWhitney](https://www.ha.com/LakeWhitney)

Register to Bid:

- Create a Buyer Account at [HA.com](https://www.ha.com)
- Provide a pre-approval letter from your lender or provide proof of funds for your maximum bid
- Review and complete the Bidder Registration form online at [HA.com/LakeWhitney](https://www.ha.com/LakeWhitney)



# Table of Contents

Auction Information ..... 4

Come for a Visit ..... 6

What distinguishes Heritage..... 8

Why Buy at Heritage ..... 10

Heritage Auction Categories ..... 11

Innovative Luxury Branding ..... 12

Heritage Team ..... 14

Why Buy at a Heritage Auction?..... 17

Preview Schedule..... 19

Unparalleled Quality ..... 20

Highlights..... 22

Comfortably Elegant ..... 26

The Good Life..... 30

Welcome to White Bluff Resort ..... 32

Due Diligence Intro ..... 35

NO RESERVE









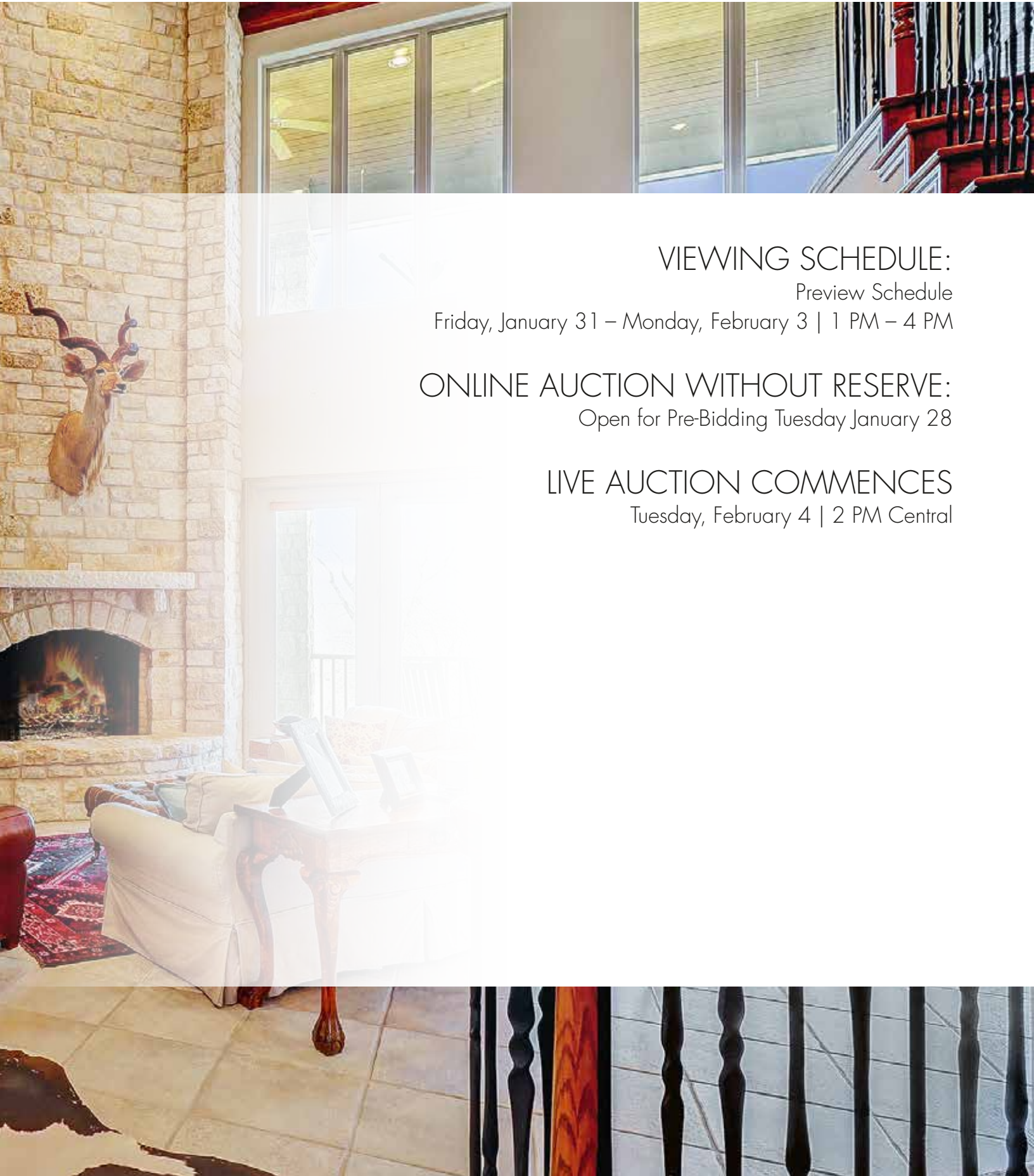
# Auction Information

The owners of this property have chosen to sell the home rapidly and cost-effectively by offering it at auction on Tuesday, February 4. The property will be auctioned without reserve via live online bidding. If you are interested in bidding but unable to bid online, please contact our office at 855-261-0573 to discuss the opportunity for pre-auction or phone bidding.

All bidders are required to present lender pre-approval to register to bid. A 10% nonrefundable down payment will be due immediately after being declared the winning bidder. The remaining balance will be due in cash at closing within 30 days.

All bidders may register at any time during the preview, or on auction day before noon CST. Live bidding will conclude at 3:00 PM or at the end of bidding, whichever is later. A 10% Buyer's Premium will be added to the winning bid price for the property to arrive at the total contract price paid by the purchaser. A 2% commission will be paid to a licensed agent who registers the winning bidder prior to auction. To learn more about how to register your client please call 855-261-0573 or visit [HA.com/LakeWhitney](http://HA.com/LakeWhitney).

To aid buyers in evaluating this property, a comprehensive Due Diligence Package (DDP) has been created. To request a DDP, please call 855-261-0573 or visit [HA.com/LakeWhitney](http://HA.com/LakeWhitney).



## VIEWING SCHEDULE:

Preview Schedule

Friday, January 31 – Monday, February 3 | 1 PM – 4 PM

## ONLINE AUCTION WITHOUT RESERVE:

Open for Pre-Bidding Tuesday January 28

## LIVE AUCTION COMMENCES

Tuesday, February 4 | 2 PM Central



# Come for a Visit

## PROPERTY ACCESS:

From Dallas:

Follow I-35E South to Exit 370A/Texas 579 Spur W

Turn Right onto TX-22W/W. Elm St

Keep Right, continuing on E. Jefferson Ave

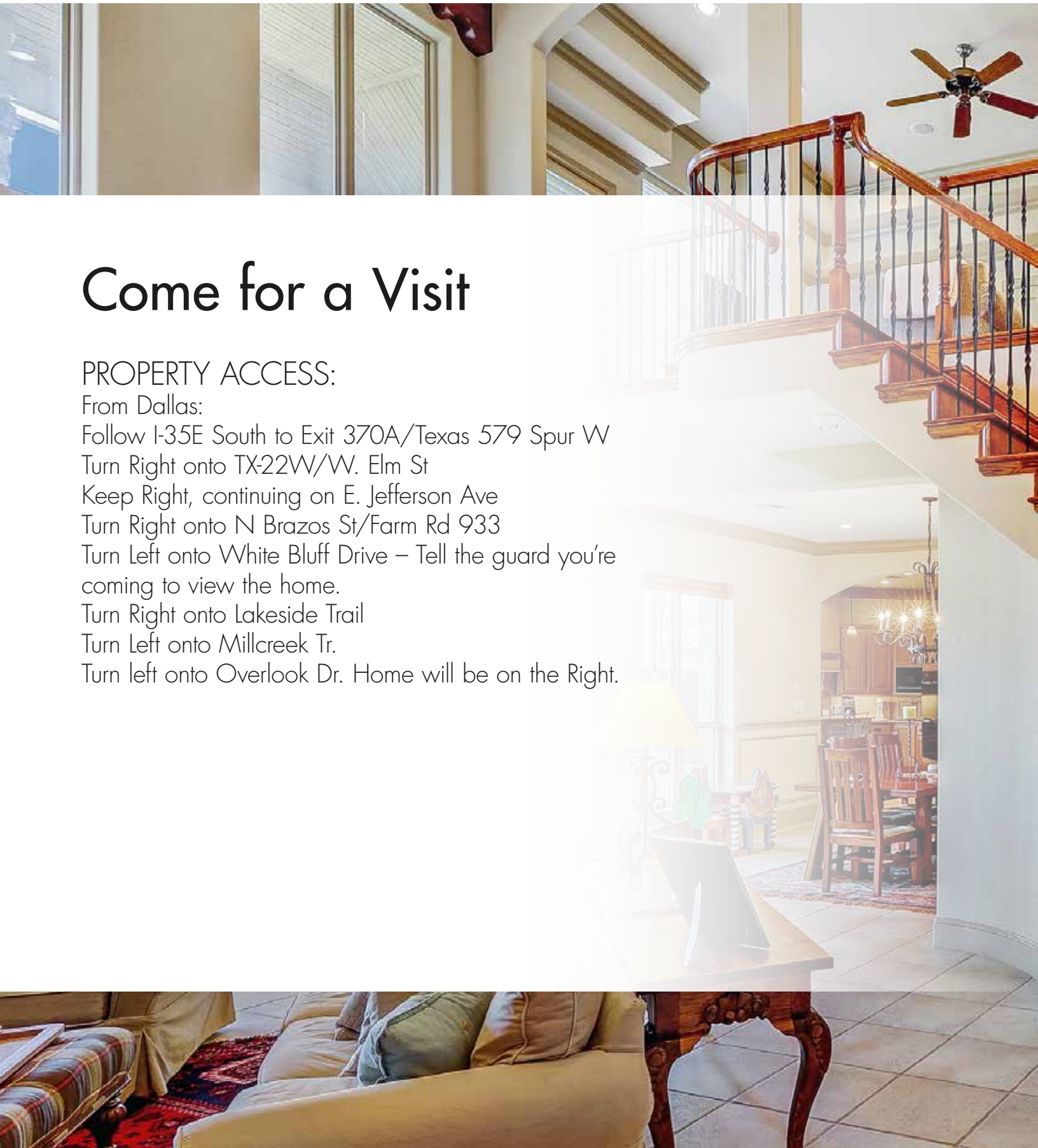
Turn Right onto N Brazos St/Farm Rd 933

Turn Left onto White Bluff Drive – Tell the guard you're coming to view the home.

Turn Right onto Lakeside Trail

Turn Left onto Millcreek Tr.

Turn left onto Overlook Dr. Home will be on the Right.







# What Distinguishes Heritage Auctions From Its Competitors?

Heritage Auctions' mission is to be the world's most trusted and efficient marketplace and information resource serving owners of elite real estate, fine art, collectibles, and other objects of enduring value.

We provide our customers unprecedented access to our services using the latest advancements in technology and by maintaining a strong presence in the world auction community. Our knowledgeable staff, along with an impressive suite of services, help our customers develop the auction opportunities possible, enhancing both their personal and financial wellbeing.

**LEADERSHIP** Under the stewardship of the strongest executive board and category directors in the industry, Heritage is the world's largest collectibles auctioneer and third largest auction house in the world (based on sales volume).

**EXPERTISE** Each treasured estate is represented by directors with decades of experience in selling luxury real estate throughout North America and the Caribbean. Heritage employs industry leaders in all phases of our operations, from our highly talented photographers using state-of-the-art digital imagery, a cutting-edge IT staff, an award-winning marketing department, and more, all working to ensure your estate brings top market value at auction. A worldwide firm, Heritage maintains offices in several foreign countries, facilitating important international customer demand for each estate, regardless of a bidder's location.

**INTEGRITY** From our first phone call to our last handshake, each exclusive property is handled with the utmost in care and singular priority.

**QUALITY** Heritage is committed to exceptional client service, attention to detail, and industry leading marketing efforts to bring a national and international audience to each property.

**TECHNOLOGY** On an average day, 46,000+ website visitors come to HA.com to view and participate. HA.com receives significantly more traffic than our two nearest competitors' sites combined.

**TRANSPARENCY** No hidden fees. Non-contingent close 30 days after auction.

**RESULTS** With over 1 million bidder-members from 219 countries and \$815+ million in 2017 sales, Heritage's buyer clout is matchless.

**FINANCIAL STRENGTH** Heritage maintains more than \$50 million in equity and owners' capital, all audited by KPMG. Entrusting your life's treasure is paramount, and risk is not an option.





DALLAS



NEW YORK



BEVERLY HILLS



SAN FRANCISCO



AMSTERDAM



HONG KONG



CHICAGO



PALM BEACH



LONDON

# Why Buyers Prefer Heritage

- ◆ The buyer sets the price.
- ◆ We provide a transparent and streamlined buying process.
- ◆ All bids are final with no long negotiation process.
- ◆ The terms are determined prior to auction.
- ◆ Due diligence is provided.
- ◆ Buyers know the seller is serious.
- ◆ All buyers are treated equally and fairly.
- ◆ Buyers are confident they will pay true market value for the property.

---

“

I have been extremely pleased with my involvement with Heritage Auctions.  
It is a very professional operation, well executed with no confusion.  
I have been very impressed with the courtesy of everyone involved.

R.F. of Murfreesboro, TN

”



# Heritage Auctions Categories

In addition to Luxury Real Estate, Heritage also specializes in these auction categories:

## Collectibles

Animation Art  
Comics & Comic Art  
Entertainment & Music Memorabilia  
European Comic Art  
Movie Posters  
Sports Collectibles  
Stamps  
Vintage Guitars & Musical Instruments

## Historical

Americana & Political  
Arms & Armor  
Civil War & Militaria  
Historical Manuscripts  
Judaica  
Rare Books  
Space Exploration  
Texana

## Luxury Lifestyle

Fine Jewelry  
Handbags & Luxury Accessories  
Luxury Real Estate  
Rare & Fine Wine  
Watches & Fine Timepieces

## Numismatics

U.S. Coins  
U.S. Currency  
World & Ancient Coins  
World Paper Money

## Specialty & Services

Appraisals  
Trusts & Estates

## Fine & Decorative Arts

American Art  
Art Deco & Art Nouveau  
Asian Art  
California Art  
Design  
Ethnographic Art  
European Art  
Fine & Decorative Arts  
Illustration Art  
Modern & Contemporary  
Photographs  
Prints & Multiples  
Silver & Objects of Vertu  
Texas Art  
Tiffany, Lalique & Art Glass  
Urban Art  
Western Art

# Celebrity Clients and Institutional Organizations

Nicolas Cage  
Buzz Aldrin  
Peter Fonda  
Whoopi Goldberg  
Christopher Forbes  
Buddy Holly Estate  
Stan Lee  
Johnny Ramone  
Sylvester Stallone

Frito Lay  
Warner Brothers (DC Comics and MAD Magazine)  
American Red Cross  
Smithsonian  
John Wayne Enterprises  
Stanford University  
Playboy Enterprises  
Random House

# Innovative Luxury Branding

Reflecting our commitment to pioneering the best possible outcomes for our clients, Heritage was recently named by *Robb Report* as one of the 25 most innovative luxury brands, alongside Lamborghini, Cartier, Gagosian Gallery, and Heesen Yachts, among others.

Through the work of its press office, Heritage regularly receives coverage of its auctions from, among other outlets, the Associated Press, Reuters, UPI, Agence-France Presse, Japan's Kyodo News Agency, Germany's Deutsche Presse Agence, Spain's EFE, *The Wall Street Journal*, *The New York Times*, The TODAY Show, ABC News, Bloomberg, FOX News, The Huffington Post/AOL, MSNBC and Yahoo home pages worldwide.







LUXURY'S MOST INNOVATIVE BRANDS



## Heritage Auctions

**B**Y SELLING COINS and other collectibles that range from comic books to crystals to dinosaur skeletons, Heritage Auctions has risen into the upper echelon of the auction world.

Whatever comes across the block at Heritage, there seems to be a demand for it. Despite the recession, the Dallas-based company's revenue jumped from \$562 million in 2007 to \$890 million last year. It has become the world's largest collectibles auction house and the third largest house overall, behind Sotheby's and Christie's.

Heritage's success can be attributed to what it sells and how it sells it. Like the centuries-old Sotheby's and Christie's—and just about every other auction house now—Heritage, which has been in business since 1976, allows buyers to make real-time bids online during live auctions. But Heritage pioneered this practice. It has provided

the online option since 1999, and its website containing catalog information and sales prices has been up since the year before that. Sotheby's was a year behind Heritage, launching its website in 1999 and its initial online bidding service, in partnership with Amazon.com, in 2000. Christie's clients were not able to bid online until 2006.

Early on, Heritage debunked the notion that collectors would make top-dollar bids only on items in their presence. The house made its first million-dollar online sale in 2006, when a client paid \$1.3 million for a 1792 American half dime coin. Other noteworthy online transactions include the \$3.7 million sale of an 1804 silver dollar in 2008 and, three years ago, the nearly \$1.1 million sale of a 1939 comic book that features Batman's debut. 800.872.6467, [www.ha.com](http://www.ha.com) —LARRY BEAN



In a 2008 auction, this 1804 silver dollar sold to an online bidder for more than \$3.7 million.

## The Heritage Team



Nate Schar  
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NateS@HA.com



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ThaniaK@HA.com



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Co-Chairman and CEO



Jim Halperin  
Co-Chairman



Greg Rohan  
President



Paul Minshull  
Chief Operating Officer



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Eric Bradley – Director of Public Relations

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Wendie Goers – Art Director

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Hector Cantu – Editor

Mary Hermann – Print Production Manager

Donald Fuller – Manager of Photography

Richard Brainerd – General Counsel

Michelle Castro – Director of Trusts & Estates

Meredith Meuwly – Director of Appraisal Services

James Ivy – Licensed Broker Associate

Brian Shipman – CIO

Michael Weems – Chief Digital Officer

Julie Sexton – Senior Web Marketing Specialist

Matt Polakoff – Senior eCommerce Specialist

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Norma Villegas – VP Auction Operations

Becky Dirting – VP Collectibles

Kathleen Guzman – Managing Director, New York

Hayley Brigham – Managing Director, Beverly Hills

Jennifer Marsh – Managing Director, San Francisco







# WHY BUY AT A HERITAGE AUCTION?

*Buying At Auction Is Efficient And Simple. Register Online.*



- You set the price.
- The buying process is transparent and streamlined.
- A complete due diligence package is available.
- No back and forth negotiations post-auction.
- All bids are final.
- You'll know the terms prior to auction.
- You know the seller is serious.
- All buyers are treated equally and fairly.
- You will pay true market value for the property.









# Preview Schedule

Friday, January 31 – Monday, February 3 | 1 PM – 4 PM

## Live Online Auction

Tuesday, February 4 | 2 PM Central

Phone and proxy bidders are welcome.  
Must be a registered bidder or a representative of a  
registered bidder to bid or view the auction online.

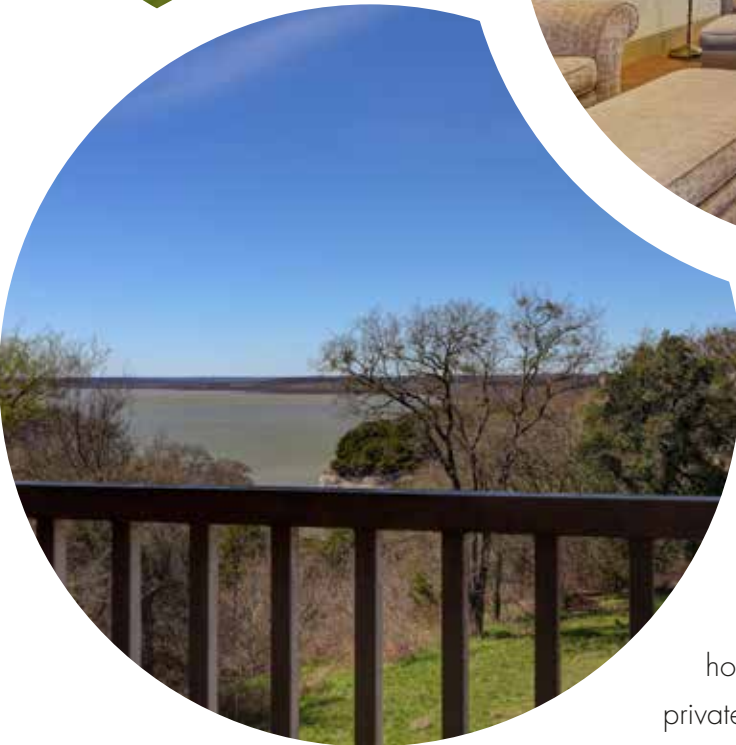
## Auction Management Team

Nate Schar, Director  
NateS@HA.com | 214-409-1457

Thania Kanewske, Director  
ThaniaK@HA.com | 214-409-1320

Rochelle Mortensen, Manager  
RochelleM@HA.com | 214-409-1384

*Uncompromising quality.  
Unparalleled opportunity.*



AN UNPARALLELED OPPORTUNITY TO OWN THIS FINELY CRAFTED LUXURY HOME ON UNDISCOVERED LAKE WHITNEY.

A great getaway! White Bluff Resort estate has all the amenities you want and the space you need to host your friends and family. Overlooking Lake Whitney, this finely crafted home features 3 beds, 7 baths, 2 living areas, and 2 offices with private entry, plus flex space above garage -all on a generous 1+ acre lot. For the sporting, there's an over-sized three car garage that can accommodate a boat up to 25 feet. Built into the bluff, there are three levels of decks for entertaining. Custom features include two stunning fireplaces and a gorgeous limestone accent wall in the main office. Truly a turn-key property, this estate is offered fully furnished. Enjoy the active lifestyle White Bluff Resort offers without the hassle of building. This luxurious lakeside property can be yours at our auction without reserve.









## Highlights Include:

- Custom 4,391 sf home
- 3 bedrooms, 3 full baths, 4 half baths
- Four parcel lot in a quiet neighborhood is more than one acre; could be subdivided if desired
- Large circular drive with attached three-car oversized garage large enough for a boat up to 25 feet
- Two-office suite with private entry suitable for home-based business
- Flex space above garage could be bunk house, yoga studio, hobby or media room
- Three level deck and patio with two-sided fireplace, half bath, and walk-in storage for bikes, water toys, and more
- Gated Resort Community features boating, golf, swimming, mountain biking, camping, hunting, tennis, basketball, fitness center, spa, restaurant and more
- Offered fully furnished















*More than 1800 square feet of terraces provide outdoor living steps from the lake.*





# COMFORTABLY ELEGANT

*Thoughtfully built, this home's heart is in the details.*



Graced with curving lines and a floor-to-ceiling stone fireplace, the impressive great room is light, bright, and instantly comfortable.

Fine finishes include tall baseboards and crown molding, gleaming hardwood cabinets, arched doorways, and picture frame molding. Elegant architectural designs, like the double cornices, are featured throughout the home.

As practical as it is beautiful, the home's first level includes a generously proportioned mud room that holds sporting equipment neatly, and an oversized laundry center with room for a spare refrigerator and plenty of cabinet space.













*Gourmet island kitchen features Thermador and SubZero appliances, breakfast bar, granite counters*



*The office suite features two separate work spaces, storage and a private entrance.*

# THE GOOD LIFE









Welcome to

# White Bluff Resort

*What's your pleasure? White Bluff Resort has something for everyone.*

Not only are there are two PGA-Pro designed golf courses, you'll have monthly rounds included in your HOA membership. Beautiful Lake Whitney offers fishing and other watersports, and the marina, ship store and boat launch are minutes from the home. There are five pools, three tennis courts, and basketball. There are ranges for target practice, and hunting opportunities nearby. Mountain biking and hiking enthusiasts will enjoy the trails on site and in nearby Lake Whitney State Park. Feeling like a campfire? There are primitive and RV campgrounds, and cabins for rent. Have lots of guests? Have them stay in one of the one-site condos. Enjoy sunset dining at the Lighthouse Restaurant, or take time for yourself at the Spa and Fitness Center. Just 90 minutes from Dallas, and 30 minutes to Waco, White Bluff Resort at Lake Whitney just might be Texas' best-kept secret.











## Due Diligence Introduction

This property is being sold "as-is"; the seller gives no warranty or guarantee as to the fitness or condition of the property. The buyer is buying the property located 1243 Overlook Dr., Whitney, TX 76692, in whatever condition it presently exists, and that the buyer is accepting the real property "with all faults," whether or not immediately apparent. Buyers are encouraged to conduct their own thorough inspection of the property and solely rely on information provided by their own retained experts (i.e. contractors, inspectors, engineers, surveyors, etc.) For reference only, the seller has provided the following reports and materials conducted by reputable 3rd party experts. All information contained herein is subject to corrections, amendments, errors and omissions. Heritage welcomes further inspection by any buyer representatives, and will grant access by appointment. Please call (855) 261-0573 for an appointment during the scheduled property viewing times.

# Property Information Sheet

## **White Bluff Resort Estate** **1243 Overlook Drive** **Whitney, TX 76692**

### Property Notes:

#### *About the design:*

Built in the French Country style, this warm and welcoming custom home was built with a brilliant combination of rustic and refined details. True to its design, a stone and brick façade are capped by a sharply peaked and prominent roof, accented by arched gables. Timbered garage doors and a sweeping circular drive create impressive curb appeal. Around back, three levels of terraces complete the French Country design, and take advantage of the lake views.

The welcoming nature of the French Country design continues inside, with sweeping curved walls finished in stone or plaster, extensive moldings and double cornices. Practical as well as stylish, the home features two downstairs bedrooms, a dual office suite, and room above the garage suitable for a studio, fitness center, or additional guests.

#### *About the location:*

White Bluff Resort on Lake Whitney has something for everyone. Luxurious amenities include a spa, fitness center, two PGA Pro-designed golf courses, and a restaurant. For the outdoor adventurer, there's primitive and RV camping, cabins available to rent, a marina and ship store (ask at the ship store about having a fishing guide accompany you) a range, and nearby mountain biking and equestrian trails. The resort also includes tennis, basketball, and swimming. You really can't find a better place in Central Texas to get away from it all.

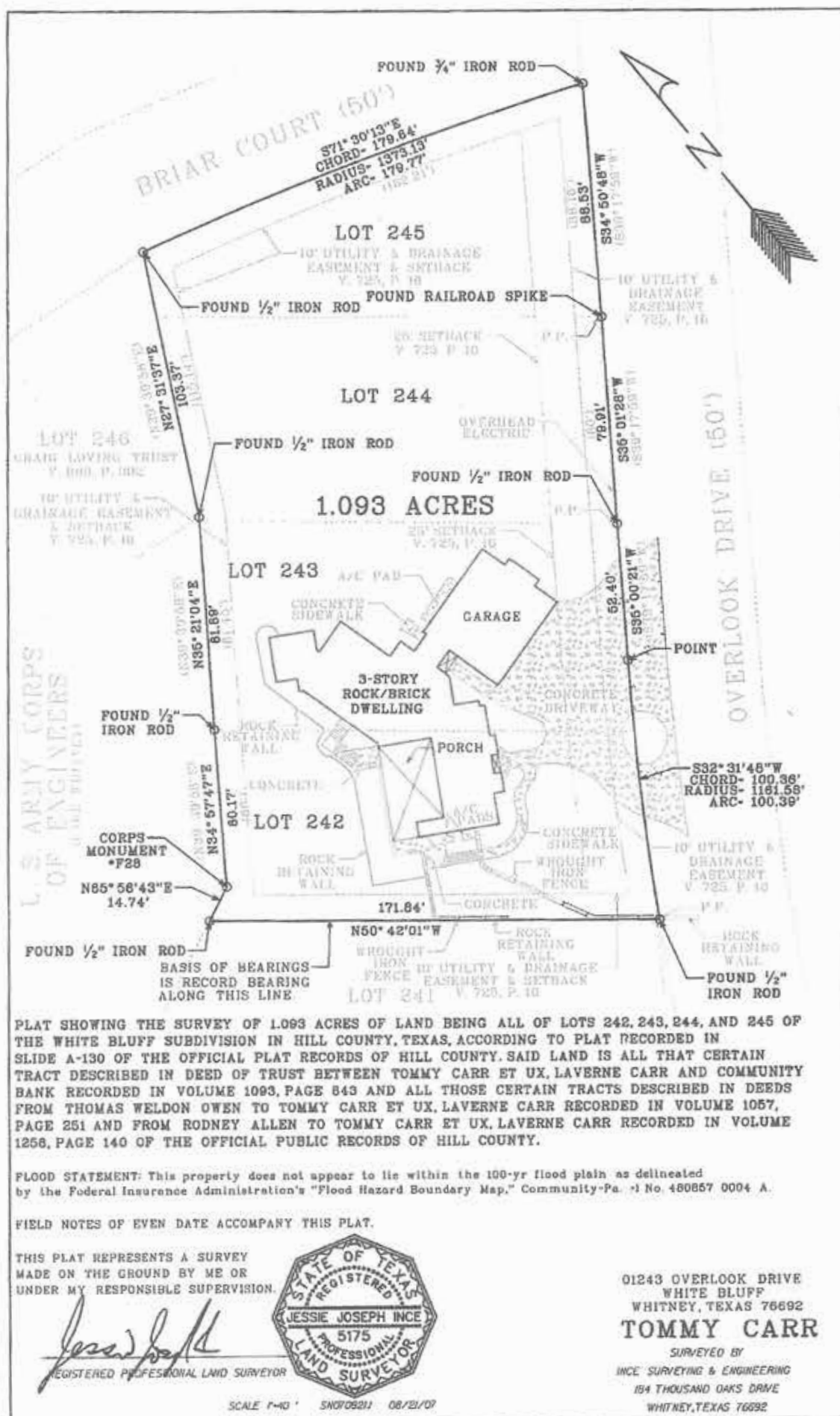


*Property Features:*

- Offered Fully Furnished
- The house sits on two of the four lots that are included. See survey for full description. Lots may be subdivided.
- Master Bedroom – Dual vanities and sinks, jetted garden tub, window seat, linen closet, oversized separate shower, walk-in closet, double cornices, french doors with access to terrace
- Secondary Bedrooms – walk-in closets, en-suite baths
- Game Room – Wet bar, half bath, double cornice, arched entryway, access to terrace, wrought iron accents
- Study/Den – Built-in cabinets, stone wall, adjacent secondary office with separate entry
- Living Room – Built-in cabinets, exposed timbers in ceiling, art niches, stone woodburning fireplace with gas starter
- Dining Room – Room for large table, credenza, chair rail molding, picture frame molding
- Kitchen – Thermadore and SubZero appliances, Breakfast bar, butler's pantry, dual sinks, eat-in kitchen, island, granite counters, built-in microwave, built-in SubZero refrigerator/freezer with ice-maker, electric cooktop, dishwasher, disposal, electric double oven, vent mechanism
- Exterior Features – Balcony, covered deck, guest quarters gutters, lighting system, outdoor fire-place/pit, outdoor living center, satellite dish separate entry quarters, sprinkler system
- Mud Room – Built-in cabinets, room for freezer
- Utility Room – Built-in cabinets, dryer hookup- electric, room for freezer, sink in utility
- Over-sized three car garage can accommodate a boat up to 25 feet.

# Due Diligence Materials





INCE SURVEYING & ENGINEERING  
184 THOUSAND OAKS DRIVE  
WHITNEY, TEXAS 76692  
PHONE: (254)694-7708  
FAX: (254)694-7230

Field notes for the survey of that certain lot, tract, or parcel of land being all of Lots 242, 243, 244, and 245 of the White Bluff Subdivision in Hill County, Texas, according to plat recorded in Slide A-130 of the Official Plat Records of Hill County. Said land is all that certain tract described in a Deed of Trust between Tommy Carr et ux, Laverne Carr and Community Bank recorded in Volume 1093, Page 843 of the Official Public Records of Hill County and all those certain tracts described in deeds from Thomas Weldon Owen to Tommy Carr et ux, Laverne Carr recorded in Volume 1057, Page 251 and from Rodney Allen to Tommy Carr et ux, Laverne Carr recorded in Volume 1258, Page 140 of the Official Public Records of Hill County, more particularly described as follows:

BEGINNING at a 3/4" iron rod found at the intersection of the west line of Overlook Drive with the south line of Briar Court for the northeast corner of said Lot 245 and for the northeast corner of this;

THENCE with the west line of Overlook Drive, S34°50'48"W 88.53 feet to a railroad spike found for the southeast corner of said Lot 245 and for the northeast corner of said Lot 244, S35°01'28"W 79.91 feet to a 1/2" iron rod found for the southeast corner of said Lot 244 and for the northeast corner of said Lot 243, and S35°00'21"W 52.40 feet to a point in a concrete driveway for the beginning of a curve to the left;

THENCE along said curve having a radius of 1161.58 feet, S32°11'48"W for a chord distance of 100.36 feet, an arc distance of 100.39 feet, to a 1/2" iron rod found for the southeast corner of said Lot 242 and for the southeast corner of this;

THENCE N50°42'01"W 171.84 feet to a 1/2" iron rod found in the east line of U. S. Army Corps of Engineers property (Lake Whitney) for the southwest corner of said Lot 242 and for the southwest corner of this;

THENCE with the east line of said Corps property, N65°56'43"E 14.74 feet to Corps monument #F-28 found, N34°57'47"E 60.17 feet to a 1/2" iron rod found for the northwest corner of said Lot 242 and for the southwest corner of said Lot 243, N35°21'04"E 81.89 feet to a 1/2" iron rod found in the west line of said Lot 244 for the southeast corner of that certain tract described in a deed to Craig Living Trust recorded in Volume 889, Page 302 of the Official Public Records of Hill County and for an outside ell corner of said Corps property;

THENCE N27°31'37"E 103.37 feet to a 1/2" iron rod found in the south line of Briar Court for the northwest corner of said Lot 245, for the northeast corner of said Craig tract, and for the northwest corner of this;

THENCE with the south line of Briar Court and along a curve to the right having a radius of 1373.13 feet, S71°30'13"E for a chord distance of 179.64 feet, an arc distance of 179.77 feet, to the place of beginning, containing 1.093 acres of land.

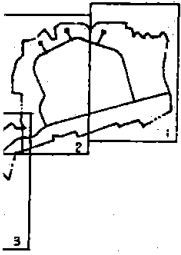
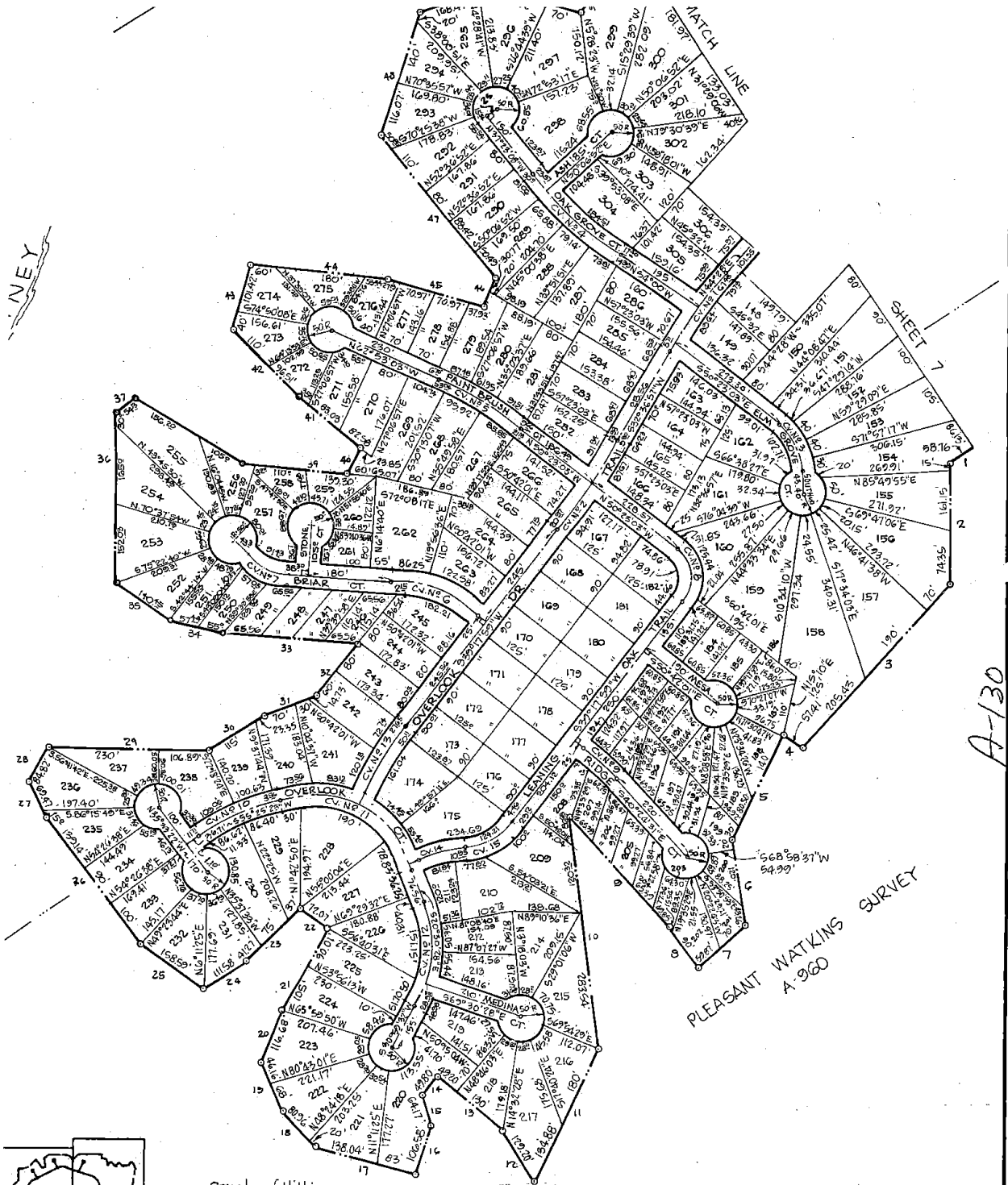
A plat of even date accompanies these field notes.



Registered Professional Land Surveyor  
08/21/07







County of Hill;  
State of Texas;  
Approved This Date, 7/4 1990, By The  
Commissioners Court of Hill County, Texas.

*M. L. R. as shown by J. R.*  
*Kenneth R. R.*

*John Carmichael* SD  
*John Carmichael* J.  
County Judge

## FINAL PLAT WHITE BLUFF SUBDIVISION

CLYDE PARKS SURVEY, ABSTRACT 1182;  
DAVID ROBERTZ SURVEY, ABSTRACT 1109;  
STERLING C. ROBERTSON SURVEY, ABSTRACT 8;  
JAMES H. WARFIELD SURVEY, ABSTRACT 1016;  
FREEMAN WHITE SURVEY, ABSTRACT 1010;  
WM. GIBSON SURVEY, ABSTRACT 335;  
HENRY BRIDEN SURVEY, ABSTRACT 70;  
ISAAS CLINE SURVEY, ABSTRACT 134;  
G. D. SPOTSWOOD, ABSTRACT 1181;  
PLEASANT WATKINS SURVEY, ABSTRACT 960;  
PLEASANT WATKINS SURVEY, ABSTRACT 959;  
and the

E. DUVAIN SURVEY, ABSTRACT 220,  
HILL COUNTY, TEXAS.

Survey  
a Year 1989-1990,  
of My Knowledge.

1780

# Home Inspection

## **1st Texas Inspections**

P.O. Box 118  
Maypearl, Texas 76064  
817-454-6525



1243 Overlook Dr  
Whitney





## PROPERTY INSPECTION REPORT

---

**Prepared For:** Heritage Auctions  
(Name of Client)

**Concerning:** 1243 Overlook Dr, Whitney  
(Address or Other Identification of Inspected Property)

**By:** John Willingham, Lic #8051 12/13/2019  
(Name and License Number of Inspector) (Date)

---

(Name, License Number of Sponsoring Inspector)

---

### PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at [www.trec.texas.gov](http://www.trec.texas.gov).

The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC-licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box if a condition exists that adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb or property as specified by the TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below.

THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information



obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

#### **TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES**

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- malfunctioning, improperly installed or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathroom, kitchens, and exterior areas;
- malfunctioning arc fault protection (AFCI) devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features such as, smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms requires a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

**INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY.**

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**ADDITIONAL INFORMATION PROVIDED BY INSPECTOR**

**IMPORTANT AGREEMENTS AND LIMITATIONS**

**1. WHAT WE DO:**

- We tell you whether each item we inspect properly performs the function initially intended, or if it is in need of repair.
- We perform our inspection in a good and workmanlike manner. ALL OTHER WARRANTIES ARE DISCLAIMED
- If you have a question, please bring it to our attention so we may explain what we observed about the item.

**2. WHAT WE DO NOT DO:**

- We DO NOT make guarantees, warranties, or insure the future performance or condition of any item. One reason we cannot do this is because of the small amount of the inspection fee compared to the value of the property. If you want a warranty, guarantee or insurance policy, you must obtain it from a warranty or insurance company for a much higher price. Please remember that almost every item in any house, except a brand new one, is in used condition and has ordinary wear and tear.
- We DO NOT inspect any items, which we cannot see in a normal inspection. For example, we do not move furniture, rugs, paintings, or other furnishings. We do not uncover buried pipes or items. We cannot see items covered by wallpaper, flooring or plants. Repair or remodeling may hide evidence of prior damage or defects. We do not dismantle equipment to inspect component parts. We do suggest that you ask the seller about repairs, covered up items, or previous problem.
- We DO NOT inspect for building codes, soil analysis, adequacy of design, capacity, efficiency, size, value, flood plain location, pollution or habitability. Please remember that older houses do not meet the same standards as newer houses, even though, items in both might be performing functions for which they are intended.
- We DO NOT allow the inspector to change or add to these printing provisions in any way.
- We DO NOT hold ourselves to be engineers or specialists for any particular item. We are a general real estate improvement inspection company. If we report that an item is not performing its intended function, or needs repair, or shows evidence of prior damage, we urge you to have that item examined by a specialist before purchasing the house.
- We DO NOT give estimates of the cost to repair any item.

**3. WHAT YOU MUST DO:**

- If you have any complaint about our inspection, YOU MUST notify us in writing within seven days after you discover any problem, and let us reinspect before changing the condition, except in emergencies, of course.
- If we report that an item is in need of immediate repair, is not performing its' intended function or shows past damage and you intend to purchase the property anyway, YOU FIRST SHOULD have the item examined by specialist.
- YOU AGREE that, to the extent allowed by law, any damages for breach of this contract or report are **LIMITED to the amount of the inspection fee**.
- If you sue on this inspection but do not prevail, YOU AGREE to pay our reasonable attorney's fee.
- YOU REPRESENT to us that (1) the inspector has not made any oral representation that are different from or in addition to what is written in his report, and (2) you agree to each provision of this report by relying on it in any way, whether or not you sign it.
- YOU MUST NOT allow anyone else to use or rely on this report without our prior written consent.
- You acknowledge that we hereby notify you that there is a Real Estate Recovery Fund available, established under Section 23

of the Texas Real Estate License Act for reimbursement of certain aggrieved persons. The Texas Real state Commissions mailing and telephone number is 1101 Camino Lacoste, Austin, Texas 78752, (512) 465-3960.

Promulgated by the Texas Real Estate Commission (TREC) P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>). REI 7A-1

THIS REPORT CANNOT AND DOES NOT REPRESENT THE OPERATION OR CONDITION OF ANY ITEMS AFTER THE DATE AND TIME OF THIS INSPECTION.

**Regarding Photographs:** Photographs have been included in this report to provide examples of items deficient and/or to help provide a better understanding of a condition. Photographs may not represent every location and/or condition discovered during time of inspection. There may be some conditions and/ or deficiencies not represented with photographs.

Please note: Although I may have been referred to you from a realtor, I am an independent contractor, not employed or associated with any real estate office, broker, or agent.

All observations, notes, and reports are entirely my own. I accept no input to include or exclude any information from any source other than my personal observations at the time of the inspection. Any issues with the inspection or report are my responsibility and mine only. Thank you.



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## Inspection Conditions

### Inspection Scope:

- ☒ Full
- ☐ Limited - Reason(s):
  - ☐ Gas was not on to house
  - ☐ Water was not on to house
  - ☐ Electricity was not on to house
- ☐ Septic LIMITED
- ☐ Pool
- ☐ Sprinkler
- ☐ Outbuildings
- ☐ Termite

### Weather Condition:

- ☒ Clear
- ☐ Rain/Snow (View Restricted)

### Occupancy:

- ☒ Occupied
- ☐ Staged
- ☐ Vacant

### Parties Present at Inspection:

- ☐ Buyer
- ☐ Buyer Agent
- ☐ Seller
- ☐ Selling Agent
- ☐ Tenants
- ☐ Contractors
- ☐ Foundation Repair Representative
- ☐ Professional Engineer

### Documents Provided to Inspector:

- ☐ Sellers Disclosure
- ☐ Previous Inspection
- ☐ Engineers Report
- ☐ Amendment
- ☒ None

## Inaccessible or Obstructed Areas

- |                                                         |                                                                                       |
|---------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input type="checkbox"/> Walls/Ceiling Recently Painted | <input checked="" type="checkbox"/> Attic Space Limited- Viewed from Accessible Areas |
| <input type="checkbox"/> Behind/Under Furniture/Storage | <input checked="" type="checkbox"/> Only Visible Plumbing Inspected                   |
| <input type="checkbox"/> Area Rugs Covering Flooring    | <input checked="" type="checkbox"/> Crawl Space- Viewed from Accessible Areas         |
| <input type="checkbox"/> Excessive Storage              | <input type="checkbox"/> Multiple Layers of Siding                                    |
| <input type="checkbox"/> Window(s) Blocked              | <input type="checkbox"/> Door(s) Blocked                                              |
| <input type="checkbox"/> Heavy Vegetation               | <input type="checkbox"/> Attic Access Blocked                                         |
| <input type="checkbox"/> Crawl Space Access Blocked     | <input type="checkbox"/> Electrical Panel Blocked                                     |

I=Inspected

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D=Deficient

I	NI	NP	D
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## I. STRUCTURAL SYSTEMS

☒ ☐ ☐ ☒

### A. Foundations

*Type of Foundation(s):* Slab on pier and beam

Foundation Perimeter: ☐ Fully Visible ☒ Partially Visible ☐ Not Visible

Pier/Beam Crawl Space: ☐ Accessible ☐ Not Accessible

☐ Partially Accessible ☐ N/A

*Comments:*

In my opinion, the foundation appears to be providing adequate support for the structure based on a limited visible observation today. At this time, I did not observe any evidence that would indicate the presence of significant deflection in the foundation. There were no notable functional problems resulting from foundation movement. The interior and exterior stress indicators showed little affects of movement and I perceived the foundation to contain no significant unlevelness after walking the 1st level floors. This is a cursory and visual observation of the conditions and circumstances present at the time of this inspection.

*Opinions are based on observations made without sophisticated testing procedures.*

*Therefore, the opinions expressed are one of apparent conditions.*

Wood to ground contact was noted in the crawl space. This is considered a conducive condition for termites.



**Note:** Weather conditions, drainage, leakage, and other adverse factors are able to effect structures, and differential movements are likely to occur. The inspectors opinion is based on visual observations of accessible and unobstructed areas of the structure at the time of the inspection. Future performance of the structure cannot be predicted or warranted.



Report Identification: Heritage Auctions-Overlook Dr-191213, 1243 Overlook Dr, Whitney,

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I	NI	NP	D
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☒ ☐ ☐ ☒

**B. Grading and Drainage**

*Comments:*

The yard grade was evaluated for proper slope from the foundation. The ground should slope away from the house at a rate of one inch per foot for at least the first ten feet.

Front ☐ Positive slope + Satisfactory ☐ Negative slope = Deficient ☒ Neutral = Monitor

Left ☒ Positive slope + Satisfactory ☐ Negative slope = Deficient ☐ Neutral = Monitor

Rear ☒ Positive slope + Satisfactory ☐ Negative slope = Deficient ☐ Neutral = Monitor

Right ☒ Positive slope + Satisfactory ☐ Negative slope = Deficient ☐ Neutral = Monitor

The flower beds do not appear to have a method to drain water away from the foundation.



French drains were noted in the yard. The drains were not inspected as to their ability to drain water.



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I	NI	NP	D

The grading at the rear side of the foundation should be improved to eliminate erosion while still maintaining positive drainage from the structure.



*An evaluation of soil stability is beyond the scope of this inspection. As with many ravine lots, there is potential for erosion. If erosion problems are suspected, a soils engineer should be consulted to evaluate this condition and the remedies available for correction.*



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I	NI	NP	D

☒ ☐ ☐ ☒

**C. Roof Covering Materials**

*Types of Roof Covering:* Composition Asphalt Shingles

*Viewed From:* Due to the steep pitch of the roof structure and design, the roof was observed from ground level with binoculars. The inspector felt it would be unsafe to get on and stay on the roof.

Number of layers observed at roof edge: 1

High shingle fasteners (staples and/or nails) were observed. When the heat of the sun heats the shingles the fasteners may push through the shingle lying on top of the fastener and cause a hole in the shingle. These should be repaired to prevent moisture intrusion.



Damaged shingle(s) were noted. Minor repairs to the roofing are recommended. Damaged or missing roofing material should be repaired. All roof penetrations should be examined and sealed as necessary.



I=Inspected

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D=Deficient

I	NI	NP	D
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The downspout(s) are missing from the gutters and should be installed.



Debris in the gutters should be cleared.

☒ ☐ ☐ ☒

**D. Roof Structures and Attics**

*Viewed From:* Entered the Attic observed where HVAC walkboards allowed  
*Approximate Average Depth of Insulation:* 4"-6"



*Comments:*

Pest entry was noted in the attic. Recommend further inspection for activity or hidden damage.



I=Inspected

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I	NI	NP	D
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Insulation should be properly secured against conditioned wall spaces to maintain proper insulation effectiveness.



☒ ☐ ☐ ☒

**E. Walls (Interior and Exterior)**

*Comments:*

Damage was noted to trim, soffit, and/or siding at the rear porch.



All exterior trim should be sealed to prevent possible water entry.





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I	NI	NP	D
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Exterior light fixtures should be sealed at the wall to prevent water entry.



☒ ☐ ☐ ☐

**F. Ceilings and Floors**

*Comments:*

☒ ☐ ☐ ☒

**G. Doors (Interior and Exterior)**

*Comments:*

One or more door(s) hardware are loose,damaged, and/or missing.



Damage to the exterior door / frame was noted and should be repaired.



☒ ☐ ☐ ☒

**H. Windows**

*Comments:*

**I=Inspected**

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**D=Deficient**

**I NI NP D**

The window(s) in the downstairs bedroom, upstairs bedroom, upstairs bathroom, upatairs half bath, and the upstairs hall way have lost their seal. This has resulted in condensation developing between the panes of glass and can cause the glass to lose its insulating properties. The glass should be repaired or replaced.

The window in the side office did not open under normal force.

Various window screens are damaged.



*Note: Only accessible windows are inspected during the inspection. Defective thermalpane windows are not always visible. Dirt, haze, cloudy days, rainy days, and other weather conditions can obscure their condition. Window conditions are noted as observed at the time of the inspection and no warranty is implied.*

☒ ☐ ☐ ☐

**I. Stairways (Interior and Exterior)**

*Comments:*

☒ ☐ ☐ ☒

**J. Fireplaces and Chimneys**

*Comments:*

Damage was noted to the fireplace firebox and should be repaired.

Significant creosote build up was noted in the fireplace flue and/or firebox. Cleaning of these areas should be undertaken for improved safety.

The chimney flue in the attic was not accessible. It could not be determined if fire stop was present.

Visibility inside chimney flues is usually limited to the first 12 -18 inches above the fireplace opening. For a full inspection of the flue conditions, a qualified chimney professional should be contacted.

☒ ☐ ☐ ☒

**K. Porches, Balconies, Decks, and Carports**

*Comments:*

Damaged and loose deck boards were noted and should be replaced.

I=Inspected

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NP=Not Present

D=Deficient

I NI NP D



☐ ☒ ☒ ☐

L. Other

Comments:

## II. ELECTRICAL SYSTEMS

☒ ☐ ☐ ☒

A. Service Entrance and Panels

Comments:

Service Entrance Cable	Capacity: <input checked="" type="checkbox"/> 120 Volts <input checked="" type="checkbox"/> 240 Volts <input checked="" type="checkbox"/> Satisfactory Service Line Entrance: <input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground Conductor Material: <input type="checkbox"/> Aluminum <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Stranded Aluminum <input type="checkbox"/> Not Visible
Service Grounding	<input checked="" type="checkbox"/> Satisfactory <input type="checkbox"/> Deficient (See Remarks)
Service Disconnect	Location of Main Disconnect: <input checked="" type="checkbox"/> Electrical Panel <input type="checkbox"/> None
Electrical Panel Boxes	Location: <input checked="" type="checkbox"/> Garage <input type="checkbox"/> Exterior <input type="checkbox"/> Closet: <input type="checkbox"/> Bedroom: <input type="checkbox"/> Other: AFCI: <input type="checkbox"/> Operating <input type="checkbox"/> Breaker Did Not Trip <input checked="" type="checkbox"/> Deficient 2nd Ground <input type="checkbox"/> Satisfactory <input checked="" type="checkbox"/> Deficient (See Remarks) <input type="checkbox"/> Fuses <input type="checkbox"/> Subpanel <input checked="" type="checkbox"/> Circuit Breakers Capacity of Main Disconnect: 400 Amp

None of the lighting outlets are connected to an arc-fault circuit interrupter (AFCI) circuit. Under the current National Electrical Code, for residences built after September 2008, The National Electric Code now requires Arc Fault Circuit Interruption protection (AFCI) to be installed for family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreations rooms, closets, hallways, or similar rooms or areas. The Texas Real Estate Commission rules and regulations require that the lack of these devices in any of these areas must be noted as deficient. Some items reported as Deficient may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards, form OP-I. National Electrical Code 210.12 Arc-Fault Circuit-Interrupter Protection.

Definition. An arc-fault circuit interrupter is a device intended to provide protection from the effects of arc faults by recognizing characteristics unique to arcing and by functioning to de-energize the circuit when an arc fault is detected. The lack of this protection is a recognized hazard. Homes not equipped with arc-fault circuit interrupting devices are not required to convert to them but doing so protects from electrical fires.



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**D=Deficient**

**I NI NP D**

The primary grounding of the electrical service/system is to the water piping. Current building standards require the service to be secondarily grounded to a driven ground rod. Secondary grounding is done to 8' driven grounding rod. The secondary ground can be present but could not be located

Any openings in the main panel should be covered.



☒ ☐ ☐ ☒

**B. Branch Circuits, Connected Devices, and Fixtures**

*Comments:*

Circuit and Conductors	Wiring: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> Stranded Aluminum GFCI: <input type="checkbox"/> Exterior <input type="checkbox"/> Garage <input type="checkbox"/> Kitchen <input type="checkbox"/> Bathroom(s) <input type="checkbox"/> Deficient
Outlets, Fixtures, and Switches	<input checked="" type="checkbox"/> Satisfactory <input type="checkbox"/> Deficiencies <input checked="" type="checkbox"/> Personal belongings prevented testing of all outlets and switches
Smoke Detector	<input type="checkbox"/> Operating <input type="checkbox"/> Not Operating <input type="checkbox"/> Inaccessible <input checked="" type="checkbox"/> Deficient
Carbon Monoxide Detector	<input type="checkbox"/> Operating <input type="checkbox"/> Not Operating <input type="checkbox"/> Inaccessible <input checked="" type="checkbox"/> Deficient

Electrical components behind occupant storage will not be inspected.

The electrical connection for the dryer is a 3-prong 240 volt connection. Current building practices require a 4-prong 240 volt connection. When three-prong ungrounded 240V receptacles are installed for appliances, such as clothes dryers and ranges, there should be a grounding conductor connected to the appliance housing and a proper grounding source such as a metal cold water pipe

Lights in various locations are inoperative. If the bulbs are not blown, the circuit should be investigated.

Missing light fixture at the upstairs porch.

I=Inspected

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D=Deficient

I	NI	NP	D
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Interior light switches were used for outdoor lighting. The proper switches should be weather resist for outdoor use.



The light fixture is loose at the wall and should be properly secured.



Current building standards call for smoke alarms in all bedrooms and adjacent hallway. Under today's building standards: When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. The alarm hall should be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Under current standards carbon monoxide alarms should be installed outside each separate sleeping area in the immediate vicinity of the bedrooms of homes in which fuel

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I	NI	NP	D

fired appliances are installed and in homes with an attached garage. Alarms may be present but could not be identified,

**III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS**

☒ ☐ ☐ ☒

**A. Heating Equipment**

Type of Systems: Heat Pump

Energy Sources: Electric

Comments:

The upstairs living area heater did not heat as intended and should be inspected further by a professional heating specialist.

Emergency Heats:



Heat Pumps:



NOTES: THERMOSTATS ARE CHECKED IN MANUAL MODE ONLY.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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☒ ☐ ☐ ☒

## B. Cooling Equipment

Number of Units: 6

Air conditioners will not be operated when outside temperatures are below 60 degrees to avoid potential damage to the units.

### Comments:

The a/c system temperatures are measured at the return air location and again at each room air supply location. The conditioned air should be 14 – 21 degrees cooler at the room output from the temperature at the return location. The actual temperature at the time of the inspection was.

Downstairs Living area 16 °



Downstairs Bedroom 15 °



Upstairs Bedroom 14 °

I=Inspected      NI=Not Inspected      NP=Not Present      D=Deficient				
I	NI	NP	D	



The temperature drop measured across the evaporator coil of the air conditioning system is lower than considered typical. This usually indicates that servicing is needed. A qualified heating and cooling technician should be consulted to further evaluate this condition and the remedies available for correction.

Upstairs Living area 9 °



Master bedroom 6 °



Above Garage 8 °

Report Identification: Heritage Auctions-Overlook Dr-191213, 1243 Overlook Dr, Whitney,

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I	NI	NP	D



Air condition systems are generally rated to serve between 500 and 800 square feet per ton. The variance depends on many factors such as a/c seer, window quality, insulation levels, presence of radiant barrier, solar window screens, and other factors.

Current A/C total tons = 14.5 House square feet = 4391

Square feet per ton = 302





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I	NI	NP	D



☐ A/C manufacture label is not readable. Size could not be determined.

The primary condensate drain line that runs off the attic indoor coils should be insulated. By insulating the drain line, this will help prevent moisture from condensing on the exterior of the drain line and dripping onto the attic floors and/or ceilings or other surrounding structure.



Insulation on the condenser refrigerant lines are damaged and should be replaced.

Report Identification: Heritage Auctions-Overlook Dr-191213, 1243 Overlook Dr, Whitney,

I=Inspected

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D=Deficient

I	NI	NP	D
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NOTES: THERMOSTATS ARE CHECKED IN MANUAL MODE ONLY. UNIT(S) ARE NOT INSPECTED FOR CLEANLINESS AND/OR FOR RUST. RECOMMEND THE FILTER BE CLEANED OR CHANGED ON A REGULAR BASIS. UNITS ARE NOT DISASSEMBLED OR OPENED FOR INSPECTION.

☒ ☐ ☐ ☐

**C. Duct Systems, Chases, and Vents**

Filter Location: ☐ At Unit(s) ☐ Ceiling Return ☒ Wall Return

Filter Present ☒ Yes ☐ No Filter Satisfactory ☒ Yes ☐ No



*Comments:*

The duct work was inspected where accessible. Areas where low roof clearance, high levels of insulation, or the lack of attic walk boards will limit the inspection.

All HVAC registers are checked to ensure similar temperatures at each location.

Master Suite			
Kitchen		Master Bedroom	107 114 112 113
Living Room 1		Master Bath	118 115 113
Living Room 2		Master Closet	116 113
Dining Room		Bedroom 1	
Breakfast		Bedroom 2	
Laundry		Bedroom 3	
Office		Hallway	

Report Identification: Heritage Auctions-Overlook Dr-191213, 1243 Overlook Dr, Whitney,

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**I NI NP D**

Hall Bath 1		Game		
Hall Bath 2				
		Return Air		

Downstairs Bedroom				
Kitchen		Master Bedroom		
Living Room 1		Master Bath		
Living Room 2		Master Closet		
Dining Room		Bedroom 1	99 99	
Breakfast		Bedroom 2		
Laundry		Bedroom 3		
Office		Hallway		
Hall Bath 1		Bathroom	100	
Hall Bath 2		Closet	100	
		Return Air		

Downstairs Living Area				
Kitchen	112 111	Master Bedroom		
Living Room 1	101 95	Master Bath		
Living Room 2		Master Closet		
Dining Room	103 104	Bedroom 1		
Breakfast		Bedroom 2		
Laundry	107	Bedroom 3		
Office	107	Hallway		
Hall Bath 1		Half Bath	111	
Hall Bath 2		Half Bath	101	
Side Office	106	Hallway	96 100	

Upstairs Bedroom				
Kitchen		Master Bedroom		
Living Room 1		Master Bath		
Living Room 2		Master Closet		
Dining Room		Bedroom 1	121 114	
Breakfast		Bedroom 2		
Laundry		Bedroom 3		
Office		Hallway		
Hall Bath 1		Bathroom	123	
Hall Bath 2		Closet	115	
		Return Air		



**I=Inspected**

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**D=Deficient**

**I NI NP D**

Upstairs Living Area				
Kitchen			Master Bedroom	
Living Room 1	85	86	86	Master Bath
Living Room 2	86	86	86	Master Closet
Dining Room				Bedroom 1
Breakfast				Bedroom 2
Laundry				Bedroom 3
Office				Hallway
Hall Bath 1				Game room
Hall Bath 2				86 82 84
Half Bath	86			Return Air

Above Garage				
Kitchen			Master Bedroom	
Living Room 1			Master Bath	
Living Room 2			Master Closet	
Dining Room			Bedroom 1	
Breakfast			Bedroom 2	
Laundry			Bedroom 3	
Office			Hallway	
Hall Bath 1			Game room	115 110 111 112 110
Hall Bath 2				
			Return Air	

#### IV. PLUMBING SYSTEMS

☒ ☐ ☐ ☒

##### A. Plumbing Supply, Distribution Systems and Fixtures

*Location of water meter:* Parkway

*Location of main water supply valve:* Parkway at water meter.

*Static water pressure reading:* 50-60 Between 40 = 80 PSI is considered the normal range.



*Comments:*

Report Identification: Heritage Auctions-Overlook Dr-191213, 1243 Overlook Dr, Whitney,

I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I	NI	NP	D

Water meters are checked for water flow. With all plumbing fixtures shut off. Positive flow may indicate a water supply leak. Water Flow Noted: ☒ Yes= defective ☐ No= satisfactory

The water meter shows signs of movement with all water fixtures off. This is a sign of a plumbing leak somewhere in the system. A professional plumbing contractor should be consulted to locate and repair the leak.

Leaking handles at bathroom fixtures should be repaired. Right Master sink both handles, Left Master sink cold handle, and Master tub hot handle.

Shower diverter valve does not work correctly and should be repaired, upstairs bathroom.

The master tub drain stop drains by and should be repaired.

The hose bibs are not secured and are loose at the exterior wall. Excessive movement of the hose bib, moves the supply line piping which can cause a leak at the interior plumbing joints. Recommend repairs

The hose bib is leaking when the valve is opened.

The water was off to the cold water handle in the upstairs bathroom.

The water was off to both fixtures inside the garage. The inspector does not turn water on to fixtures that may have been turned off for winterizing purposes.

The water piping inside the garage and in the crawlspace should be insulated to prevent harsh winter temperatures from potentially freezing the pipes.



**I=Inspected**

**NI=Not Inspected**

**NP=Not Present**

**D=Deficient**

I	NI	NP	D
---	----	----	---

The plumbing at the shower wall should be sealed to prevent possible water entry.



*The inspection of the water supply system and fixtures was limited by, but not restricted to the following conditions: Plumbing lines concealed by finishes (behind walls, below floors, in the slab etc.) and are not accessible or inspected. The washing machine and/or refrigerator water supply lines, if provided, are not tested. Water shut off valves (main, below the sinks, toilets, etc) are not tested; these valves may be seldom used and could leak or break when operated.*

☒ ☐ ☐ ☐

#### **B. Drains, Wastes, and Vents**

*Comments:*

Drain Clean Out Location: ☐ Front Yard ☐ Rear Yard ☒ Side Yard ☒ None Found (See Remarks)

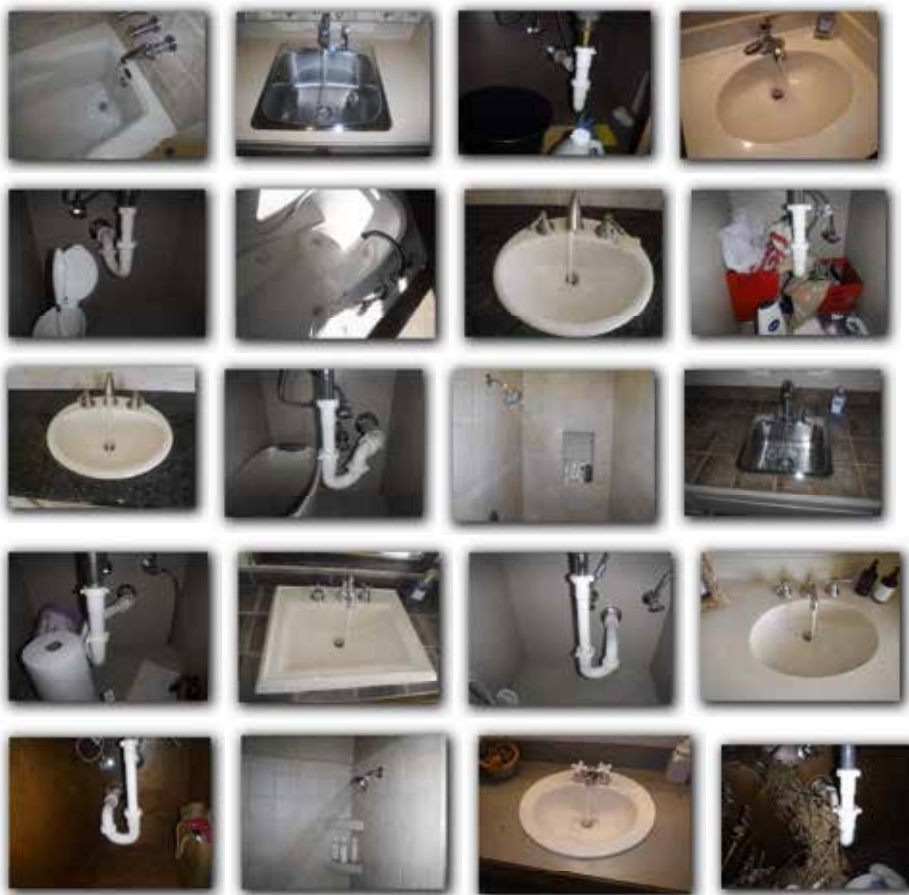
Current standards call for sewer drain clean outs for access in the event of line blockage.

The drains appear to be functioning and in satisfactory condition at the time of this inspection as determined by viewing functional drainage at the fixtures. Water was operated from all plumbing locations for an extended period to observe for drips, leaks and water back up. This limited test of the drain system does not replace a hydrostatic plumbing drain test.





I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I	NI	NP	D



☒ ☐ ☐ ☒

**C. Water Heating Equipment**

*Energy Sources:* Electric

*Capacity:* 40

*Comments:*

The discharge piping serving the Temperature and Pressure Relief (TPR) Valve for the water heater should terminate not less than 6 inches or more than 24 inches above the floor. Repairs should be undertaken.



I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I	NI	NP	D

Water heaters should not have a shut off valve at the hot water side. Closing the valve with the water heater active may allow the unit to build excessive pressure.



A water heater safety pan drain line is missing. Recommend installation.



*Note: The Temperature Pressure Relief (TPR) valve was not operated as the possibility of the valve not reseating will result in a leak.*

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---

☒ ☐ ☐ ☐

**D. Hydro-Massage Therapy Equipment**

*Comments:*



☐ ☒ ☒ ☐

**E. Other**

*Comments:*

**V. APPLIANCES**

☒ ☐ ☐ ☐

**A. Dishwashers**

*Comments:*

☒ ☐ ☐ ☐

**B. Food Waste Disposers**

*Comments:*

☒ ☐ ☐ ☒

**C. Range Hood and Exhaust Systems**

*Comments:*

Range Vent Hood Termination Point:

☐ Recirculates ☒ Exterior ☐ Interior (See Remarks)

The range hood fan is noisy and may be in need of repair.

☒ ☐ ☐ ☐

**D. Ranges, Cooktops, and Ovens**

*Comments:*

The oven(s) were set to 350 degrees for inspection. Results + / - 25 degrees are considered within normal range. The actual oven(s) temperature at the time of inspection = 350



I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I	NI	NP	D



- ☒☐☐☐

E. Microwave Ovens

Comments:  
Microwave was tested by heating a cup of water to boil. Testing for radiation leakage is beyond the scope of this inspection.
- ☒☐☐☐

F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:
- ☒☐☐☒

G. Garage Door Operators

Comments:  
The electronic sensor for the garage door opener was found to be installed at an improper height from the garage floor. This should be repaired as it poses a safety concern.



I=Inspected	NI=Not Inspected	NP=Not Present	D=Deficient
I	NI	NP	D

Current building standards call for overhead garage door openers to automatically reverse to resistance applied while door is lowering. Only hand held resistance applied to the lowering door(s) to avoid possible damage to the opener(s).

The middle garage door opener auto reverse sensors are not aligned correctly and do not allow the garage door to be lowered with holding the button to over ride the safety mechanism. Recommend repairs.

- ☒
☐
☐
☒
- H. Dryer Exhaust Systems**

*Comments:*

The dryer exterior vent cover is damaged or missing and should be replaced.



- ☐
☒
☒
☐
- I. Other**

*Comments:*

**VI. OPTIONAL SYSTEMS**

- ☒
☐
☐
☒
- A. Landscape Irrigation (Sprinkler) Systems**

*Comments:*

Back Flow Valve Present    ☐ Yes    ☒ No

Rain / Freeze Protection present    ☐ Yes    ☒ No

Current standards call for yard irrigation systems to have back flow device installed.

Current standards call for yard irrigation systems to have a rain / freeze stop installed.

It is recommended that exposed water lines for the sprinkler system be buried to lessen the potential of damage.

Report Identification: Heritage Auctions-Overlook Dr-191213, 1243 Overlook Dr, Whitney,

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
---	----	----	---



NOTE: SPRINKLER CONTROLS ARE OPERATED IN MANUAL MODE ONLY.

☐ ☒ ☒ ☐

**B. Swimming Pools, Spas, Hot Tubs, and Equipment**

Type of Construction: In ground

Comments:

NOTES: POOL NOT CHECKED FOR SHELL LEAKAGE OR TESTED IN BACKWASH MODE. THE POOL COATING IS CONSIDERED COSMETIC AND IS NOT PART OF THIS INSPECTION. ALL CONTROLS ARE OPERATED IN THE MANUAL MODE ONLY. ANCILLARY EQUIPMENT SUCH AS COMPUTER CONTROLS, CHLORINATORS OR OTHER CHEMICAL DISPENSERS, OR WATER IONIZATION DEVICES OR CONDITIONERS ARE NOT INSPECTED.

☐ ☒ ☒ ☐

**C. Outbuildings**

Comments:

☐ ☒ ☒ ☐

**D. Private Water Wells** (A coliform analysis is recommended)

Type of Pump: N/A

Type of Storage Equipment: N/A

Comments:

☒ ☐ ☐ ☒

**E. Private Sewage Disposal (Septic) Systems**

Type of System: HOA

Location of Drain Field: Side of house

Comments:

The sanitary drain system at the side yard is not draining properly and requires immediate repair.

☐ ☒ ☒ ☐

**F. Other**

Comments:



## ADDENDUM: REPORT SUMMARY

*The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations.*

*For your convenience, the following conventions have been used in this summary addendum.*

**Major Concerns:** a system or component which is considered significantly deficient or is unsafe. Significant deficiencies need to be corrected and, except for some safety items, are likely to involve significant expense.

**Safety Issues:** denotes a condition that is unsafe and in need of prompt attention.

**Immediate Repair Items:** denotes issues that should be immediately repaired to prevent additional damage to the systems or structure or are considered required for normal living conditions.

**Repair Items:** denotes a system or component which is missing or which needs corrective action to assure proper and reliable function.

**Improvement Items:** denotes improvements which are recommended but not immediately required.

**Items To Monitor:** denotes a system or component needing further investigation and/or monitoring in order to determine if repairs are necessary.

**Deferred Cost Items:** denotes items that have reached or are reaching their normal life expectancy or show indications that they may require repair or replacement anytime during the next five (5) years.

**Updated Building Standards:** denotes items that are not current to today's building standards. The items are usually found in older homes. The lack of certain items are required by the Texas Real Estate Commission to be noted for your information. Note: Many of the items are safety related.

### Major Concerns:

### Safety Issues:

Significant creosote build up was noted in the fireplace flue and/or firebox. Cleaning of these areas should be undertaken for improved safety.

The discharge piping serving the Temperature and Pressure Relief (TPR) Valve for the water heater should terminate not less than 6 inches or more than 24 inches above the floor. Repairs should be undertaken.

### Immediate Repair Items:

Damaged shingle(s) were noted. Minor repairs to the roofing are recommended. Damaged or missing roofing material should be repaired. All roof penetrations should be examined and sealed as necessary.

Damage was noted to trim, soffit, and/or siding at the rear porch.

The upstairs living area heater did not heat as intended and should be inspected further by a professional heating specialist.

The temperature drop measured across the evaporator coil of the air conditioning system is lower than considered typical. This usually indicates that servicing is needed. A qualified heating and cooling technician should be consulted to further evaluate this condition and the remedies available for correction.

The water meter shows signs of movement with all water fixtures off. This is a sign of a plumbing leak somewhere in the system. A professional plumbing contractor should be consulted to locate and repair the leak.

The water piping inside the garage and in the crawlspace should be insulated to prevent harsh winter temperatures from potentially freezing the pipes.

The sanitary drain system at the side yard is not draining properly and requires immediate repair.

**Repair Items:**

Wood to ground contact was noted in the crawl space. This is considered a conducive condition for termites.

The flower beds do not appear to have a method to drain water away from the foundation.

The grading at the rear side of the foundation should be improved to eliminate erosion while still maintaining positive drainage from the structure

High shingle fasteners (staples and/or nails) were observed. When the heat of the sun heats the shingles the fasteners may push through the shingle lying on top of the fastener and cause a hole in the shingle. These should be repaired to prevent moisture intrusion.

The downspout(s) are missing from the gutters and should be installed.

Debris in the gutters should be cleared

Insulation should be properly secured against conditioned wall spaces to maintain proper insulation effectiveness.

All exterior trim should be sealed to prevent possible water entry.

Exterior light fixtures should be sealed at the wall to prevent water entry

Damage to the exterior door / frame was noted and should be repaired.

The window in the side office did not open under normal force.

Damage was noted to the fireplace firebox and should be repaired.

Any openings in the main panel should be covered.

Lights in various locations are inoperative. If the bulbs are not blown, the circuit should be investigated.

Missing light fixture at the upstairs porch.

Interior light switches were used for outdoor lighting.

The light fixture is loose at the wall and should be properly secured.

The primary condensate drain line that runs off the attic indoor coils should be insulated

Insulation on the condenser refrigerant lines are damaged and should be replaced.

Leaking handles at bathroom fixtures should be repaired.

Shower diverter valve does not work correctly and should be repaired, upstairs bathroom.

The hose bibs are not secured and are loose at the exterior wall. Excessive movement of the hose bib, moves the supply line piping which can cause a leak at the interior plumbing joints. Recommend repairs

The water was off to the cold water handle in the upstairs bathroom.

The plumbing at the shower wall should be sealed to prevent possible water entry.

Water heaters should not have a shut off valve at the hot water side.

A water heater safety pan drain line is missing. Recommend installation.

The electronic sensor for the garage door opener was found to be installed at an improper height from the garage floor. This should be repaired as it poses a safety concern.

The middle garage door opener auto reverse sensors are not aligned correctly and do not allow the garage door to be lowered with holding the button to over ride the safety mechanism. Recommend repairs.

The dryer exterior vent cover is damaged or missing and should be replaced.

It is recommended that exposed water lines for the sprinkler system be buried to lessen the potential of damage.

#### **Improvement Items:**

One or more door(s) hardware are loose,damaged, and/or missing.

The window(s) in the downstairs bedroom, upstairs bedroom, upstairs bathrrom, upatairs half bath, and the upstairs hall way have lost their seal. This has resulted in condensation developing between the panes of glass and can cause the glass to lose its insulating properties. The glass should be repaired or replaced.

Various window screens are damaged.

Damaged and loose deck boards were noted and should be replaced.

The master tub drain stop drains bye and should be repaired.

The hose bib is leaking when the valve is opened.

The range hood fan is noisy and may be in need of repair.

#### **Items to Monitor:**

Pest entry was noted in the attic. Recommend further inspection for activity or hidden damage.

The water was off to both fixtures inside the garage.

#### **Deferred Cost Items:**



### **Updated Building Standards:**

None of the lighting outlets are connected to an arc-fault circuit interrupter (AFCI) circuit.

The primary grounding of the electrical service/system is to the water piping. Current building standards require the service to be secondarily grounded to a driven ground rod. Secondary grounding is done to 8' driven grounding rod.

The electrical connection for the dryer is a 3-prong 240 volt connection. Current building practices require a 4-prong 240 volt connection. When three-prong ungrounded 240V receptacles are installed for appliances, such as clothes dryers and ranges, there should be a grounding conductor connected to the appliance housing and a proper grounding source such as a metal cold water pipe

Current building standards call for smoke alarms in all bedrooms and adjacent hallway. Under today's building standards: When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. The alarm hall should be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Under current standards carbon monoxide alarms should be installed outside each separate sleeping area in the immediate vicinity of the bedrooms of homes in which fuel fired appliances are installed and in homes with an attached garage.

Current standards call for sewer drain clean outs for access in the event of line blockage.

Current building standards call for overhead garage door openers to automatically reverse to resistance applied while door is lowering.

Current standards call for yard irrigation systems to have back flow device installed

Current standards call for yard irrigation systems to have a rain / freeze stop installed



## **INCLUSIONS & EXCLUSIONS**

**AUCTION FOR: 1243 OVERLOOK DR, WHITNEY, TX 76692**

**TUESDAY, FEBRUARY 4, 2020**

All furniture and furnishings including window treatments, electronics, and appliances remaining at the property during the preview period from January 31, 2020 through February 3, 2020 will be included in the sale of the property, with the exception of personal property, including but not limited to artwork.

# Sellers Disclosure



## TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT

1243 Overlook Dr.  
Whitney, TX 76692

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller ☒ is ☐ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? (approximate date) or ☐ never occupied the Property

### Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French Drain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Natural Gas Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Liquid Propane Gas:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-LP Community (Captive)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-LP on Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot Tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Intercom System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Grill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patio/Decking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Maint. Accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U
Pump: sump grinder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rain Gutters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Range/Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof/Attic Vents	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sauna	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smoke Detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Detector - Hearing Impaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spa	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Compactor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV Antenna	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Washer/Dryer Hookup	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Sewer System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric gas number of units: 6
Evaporative Coolers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Wall/Window AC Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	number of units:
Attic Fan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe: electric
Central Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric gas number of units: 6
Other Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	if yes, describe:
Oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of ovens: 2 <input checked="" type="checkbox"/> electric gas other:
Fireplace & Chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> wood gas logs mock other:
Carport	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> attached not attached
Garage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> attached not attached
Garage Door Openers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	number of units: 3 number of remotes: 3
Satellite Dish & Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> owned leased from:
Security System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> owned leased from:
Solar Panels	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> owned leased from:
Water Heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> electric gas other: number of units:
Water Softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> owned leased from:
Other Leased Item(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	if yes, describe:

(TAR-1406) 02-01-18

Initialed by: Buyer: \_\_\_\_\_

and Seller: TBW JKW

Lake Hous Realty, LLC 15 Southlake Lane, Ste 200 Hoover, AL 35244  
Emily Carter-Morris

Phone (844)525-3444 Fax (254)644-7374  
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Page 1 of 5  
Wells Oversee's



Concerning the Property at

1243 Overlook Dr.  
Whitney, TX 76692

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> automatic <input type="checkbox"/> manual	areas covered:
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	if yes, attach information About On-Site Sewer Facility (TAR-1407)	

Water supply provided by: city well MUD co-op unknown ☒ other: Double Diamond?

Was the Property built before 1978? yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Composite Age: 17 yrs (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? yes ☒ no ☐ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes ☒ no ☐ If yes, describe (attach additional sheets if necessary):

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N	Item	Y	N	Item	Y	N
Basement		<input checked="" type="checkbox"/>	Floors		<input checked="" type="checkbox"/>	Sidewalks		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>	Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<input checked="" type="checkbox"/>			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

**Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N	Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>	Previous Foundation Repairs		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>	Previous Roof Repairs		<input checked="" type="checkbox"/>
Diseased Trees: oak wilt		<input checked="" type="checkbox"/>	Previous Other Structural Repairs		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Settling		<input checked="" type="checkbox"/>
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Soil Movement		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pl. Hazards		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Water Penetration		<input checked="" type="checkbox"/>
Located in 100-year Floodplain		<input checked="" type="checkbox"/>	Wetlands on Property		<input checked="" type="checkbox"/>
(If yes, attach TAR-1414)		<input checked="" type="checkbox"/>			
Located in Floodway (If yes, attach TAR-1414)		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Present Flood Ins. Coverage		<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
(If yes, attach TAR-1414)		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Previous Flooding into the Structures		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Previous Flooding onto the Property		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>			

(TAR-1406) 02-01-18

Initialed by: Buyer: \_\_\_\_\_ and Seller: DRW CLW

Page 2 of 5

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Wells Overlook

Concerning the Property at

1243 Overlook Dr.  
Whitney, TX 76692

Historic Property Designation	<input checked="" type="checkbox"/>	Termite or WDI damage needing repair	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes ☒ no ☐ If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

- Y ☒ N ☐
- ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- ☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:  
Name of association: White Bluff HOA  
Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_ and are: ☒ mandatory ☐ voluntary  
Any unpaid fees or assessment for the Property? ☐ yes (\$ \_\_\_\_\_) ☒ no  
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: \_\_\_\_\_
- ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- ☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

(TAR-1408) 02-01-18

Initialed by: Buyer: \_\_\_\_\_ and Seller: TBW CKW

Page 3 of 5

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Wells Overlook



Concerning the Property at 1243 Overlook Dr.  
Whitney, TX 76692

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary) \_\_\_\_\_

Section 6. Seller ☒ has ☐ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes ☒ no ☐ If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

*Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.*

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

☒ Homestead ☐ Senior Citizen ☐ Disabled  
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran  
☐ Other: \_\_\_\_\_ ☐ Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? yes ☒ no ☐

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes ☒ no ☐ If yes, explain: \_\_\_\_\_

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller David Walls Date 3-6-19 Signature of Seller Carl K Walls Date 03/06/19

Printed Name: David Walls Printed Name: CARL K WALLS

(TAR-1406) 02-01-18 Initialed by: Buyer: \_\_\_\_\_ and Seller: DAV CFW Page 4 of 5



Concerning the Property at \_\_\_\_\_

1243 Overlook Dr.  
Whitney, TX 76692

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TAR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: Hilco Electric  
Sewer: Dimple Diamond Utilities  
Water: " "  
Cable: Dish Network  
Trash: Waste Connections Lone Star  
Natural Gas: \_\_\_\_\_  
Phone Company: \_\_\_\_\_  
Propane: \_\_\_\_\_  
Internet: \_\_\_\_\_

phone #: 254-687-2331  
phone #: 800-324-7438  
phone #: " " "  
phone #: 800-333-3474  
phone #: 800-350-3024  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer \_\_\_\_\_

Date \_\_\_\_\_

Signature of Buyer \_\_\_\_\_

Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# Property Tax Statement

## Tax Certificate Update

Remit certificate fee to :

Customer : ALAMO TITLE (Branch 30093)

Certificate Number : 9601616

National TaxNet

User : Marycruz Trejo

Print Date : 12/05/2019

P.O. Box 848123

GF Number : 6000141900716

Closer : Jeffrey Fielder

Fee : \$52.00 (includes sales tax)

Dallas, Texas 75284-8123

Buyer(s) : Heritage Auctions

Certificate Current Year Tax Summary		
Jurisdiction	Tax Year	Base Tax
HILL COUNTY	2019	\$4,516.31
WHITNEY ISD	2019	\$9,595.70
Current Year Total (as available)		\$14,112.01

Certificate Totals of Taxes Due by Collector			
PAYABLE TO:	Balance Due w/o Penalties	Amount Due 12/2019	Amount Due 01/2020
HILL COUNTY	\$4,516.31	\$4,516.31	\$4,516.31
WHITNEY ISD	\$9,595.70	\$9,595.70	\$9,595.70

CAD Account Number(s)
138496

Assessment Information	
<b>Account Number:</b> 138496 <b>(Parcel 1 of 1)</b>	<b>2019 Assessed Values</b>
<b>Owner Name(s):</b> CAMASS TRUST	
<b>Mailing Address:</b> 8715 LAKEMONT DR DALLAS, TX 75209-1709	<b>Land:</b> 16,370
<b>Property Address:</b> 1243 OVERLOOK DR WHITNEY, TX, TX 76692	<b>Imprv:</b> 619,380
<b>Legal Description:</b> WHITE BLUFF #1 LT 242 & 243	
<b>Geo Id:</b> 19523-05500-00000-242000	<b>Total:</b> 635,750
<b>Acreage:</b> 0.56400	
<b>2019 Exemptions:</b> None	Total Est. Taxes w/o Exempt: \$14,111.99

Tax Information Detail - CAD Account 138496				
HILL COUNTY PO BOX 412 HILLSBORO, TX 76645 (254) 582-4000	<b>Payments as of :</b>		Current Year Date Unavailable Prior Year Date Unavailable	
2019 Tax Rate: 0.710389 Est. Taxes w/o Exempt: \$4,516.30	<b>Tax Year</b>	<b>Base Tax</b>	<b>Amount Due 12/2019</b>	<b>Amount Due 01/2020</b>
	2019	\$4,516.31	\$4,516.31	\$4,516.31
	<b>SUBTOTAL</b>	<b>\$4,516.31</b>	<b>\$4,516.31</b>	<b>\$4,516.31</b>

Tax Information Detail - CAD Account 138496				
WHITNEY ISD PO BOX 592 WHITNEY, TX 76692 (254) 694-2409	<b>Payments as of :</b>		Current Year Date Unavailable Prior Year Date Unavailable	
2019 Tax Rate: 1.509350 Est. Taxes w/o Exempt: \$9,595.69	<b>Tax Year</b>	<b>Base Tax</b>	<b>Amount Due 12/2019</b>	<b>Amount Due 01/2020</b>
	2019	\$9,595.70	\$9,595.70	\$9,595.70
	<b>SUBTOTAL</b>	<b>\$9,595.70</b>	<b>\$9,595.70</b>	<b>\$9,595.70</b>

Account Summary of Taxes Due			
<b>Payable to:</b>	<b>Balance Due w/o Penalties</b>	<b>Amount Due 12/2019</b>	<b>Amount Due 01/2020</b>
HILL COUNTY	\$4,516.31	\$4,516.31	\$4,516.31
WHITNEY ISD	\$9,595.70	\$9,595.70	\$9,595.70

Exclusions and Conditions of Tax Certificates	
ALL APPLICABLE AD VALOREM TAXES ON THE ABOVE REFERENCED PROPERTY(S) ARE FOUND TO HAVE THE STATUS PROVIDED EXCEPT:	
a. THE STATUS DOES NOT COVER ANY CHANGES MADE TO THE TAX RECORDS OF THE AGENCIES LISTED AFTER THE "PAYMENTS AS OF" DATE b. DOES NOT INCLUDE OR IS NOT A CERTIFICATION OF ANY <ol style="list-style-type: none"> <li>1. MINERAL TAXES</li> <li>2. PERSONAL PROPERTY TAXES (INCLUDING MOBILE HOMES)</li> <li>3. ANY OTHER NON AD VALOREM TAXES</li> </ol>	



Texas Tax Information
<ul style="list-style-type: none"><li>• Texas taxes are usually billed for the calendar year on or around October 1st</li><li>• Taxes are delinquent on February 1st</li><li>• Additional penalties apply to current year delinquencies on July 1st</li></ul>



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:



**Alamo Title Insurance**

Commitment Number:

**6000141900716**

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.

We (Alamo Title Insurance, a Texas corporation) 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.

Issued By:

**Alamo Title Company**

**Alamo Title Insurance**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary



\_\_\_\_\_  
Authorized Signatory

### 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.



**SCHEDULE A**

Effective Date: December 8, 2019 at 8:00 AM  
Commitment No.: 6000141900716

GF No.: ATD-14-6000141900716R  
Issued: December 12, 2019 at 8:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:  
PROPOSED INSURED:

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:  
PROPOSED INSURED:

- 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)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- f. OTHER

Policy Amount: \$0.00  
PROPOSED INSURED:

Policy Amount: \$0.00  
PROPOSED INSURED: Heritage Auctions

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:

The Camass Trust

4. Legal description of land:

All that certain Lot, Tract or Parcel of land located in Hill County, Texas, and being Lot(s) Two Hundred Forty-Two (242) and Two Hundred Forty-Three (243), WHITE BLUFF SUBDIVISION ONE (1), Hill County, Texas, according to the plat recorded in Slide 130-A, Plat Records, Hill County, Texas.

NOTE: Company does not represent acreage or square footage calculations are correct, if shown in the above legal description.

**SCHEDULE A**  
(continued)

**END OF SCHEDULE A**

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

Commitment No.: 6000141900716

GF No.: ATD-14-6000141900716R

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Volume 725, Page 16, Volume 738, Page 715, Volume 745, Page 561, Volume 746, Page 718, Volume 769, Page 274; Volume 918, Page 112; Volume 1021, Page 762; Volume 1028, Page 311; Volume 1120, Page 628; Volume 1148, Page 262; Volume 1148, Page 265; Volume 1166, Page 399; Volume 1182, Page 290; Volume 1187, Page 743; Volume 1256, Page 726; Volume 1324, Page 632; Volume 1325, Page 627; Volume 1358, Page 484; Volume 1518, Page 707; Volume 1518, Page 708; Volume 1708, Page 487; Volume 1708, Page 488; Volume 1720, Page 283, Volume 1856, Page 158; Volume 1884, Page 128; Volume 1895, Page 410; Volume 1895, Page 411; Official Public Records, Hill County, Texas, but deleting any covenant, condition or restriction indicating preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured.  
(Applies to the Owner Policy only.)
4. Any title 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 or 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 2019 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 years. (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 2019 and subsequent years.")

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

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.)
9. 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).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
  - a. Rights of parties in possession.
  - b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:  
  
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.  
  
Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.
  - c. Subject to the terms, conditions and stipulations contained in easement recorded in Volume 219, Page 135, Deed Records, Hill County, Texas.
  - d. Subject to the terms, conditions and stipulations contained in easement recorded in Volume 218, Page 466, Deed Records, Hill County, Texas.
  - e. Subject to the terms, conditions and stipulations contained in easement recorded in Volume 220, Page 1, Deed Records, Hill County, Texas.
  - f. Subject to the terms, conditions and stipulation of easement recorded in Volume 240, Page 492, Deed Records, Hill County, Texas.
  - g. Subject to the terms, conditions and stipulations contained in instrument recorded in Volume 430, Page 205, Deed Records, Hill County, Texas.
  - h. Subject to the terms conditions and stipulations of easement dated recorded in Volume 730, Page 567, Deed Records, Hill County.
  - i. Subject to the terms, conditions and stipulation of easement recorded in Volume 761, Page 594, Deed Records, Hill County, Texas.



**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

(continued)

- j. Subject to the terms, conditions and stipulations contained in easement recorded in Volume 1841, Page 40, Official Public Records, Hill County, Texas. (NOTE: pertains to the Gibson Survey, A-335, being a part of the residue of a 3,191.64 acre tract in deed to Double Diamond, Inc. as recorded in Volume 659, Page 633, Deed Records, Hill County, Texas.)
- k. Subject to covenants and restrictions as contained in instrument, recorded in Volume 733, Page 795, Deed Records, Hill County, Texas.
- l. Subject to the terms, conditions and stipulations pertaining to roads contained in instrument recorded in Volume 1024, Page 194, Official Public Records, Hill County, Texas.
- m. Subject to the terms, conditions and stipulations of Declaration Regarding the Establishment of White Bluff Property Owner's Association, Inc. recorded in Volume 724, Page 867, Deed Records, Hill County, Texas; Amendment to Declaration, dated October 30, 1992, executed by Double Diamond, Inc. to Ex Parte, recorded in Volume 769, Page 240, Deed Records, Hill County, Texas; 2nd Amendment to Declaration, dated December 12, 1996, executed by White Bluff Property Owners Association, Inc. to Ex Parte, recorded in Volume 918, Page 110, Official Public Records, Hill County, Texas; 3rd Amendment to Declaration dated May 27, 1999, recorded in Volume 1021, Page 764 and corrected in Volume 1025, Page 695; 4th Amendment to Declaration dated November 12, 2002, recorded in Volume 1194, Page 705; 5th Amendment to Declaration dated December 12, 2003, recorded in Volume 1274, Page 595, further amended in instruments recorded in Volume 1622, Page 570; Volume 1866, Page 232; Volume 1891, Page 445, Volume 1896, Page 368 and Volume 1910, Page 629, Official Public Records, Hill County, Texas.
- n. Subject to the terms, conditions and stipulations of a White Bluff Property Owner's Association Payment Plan instruments recorded in Volume 1697, Page 504, Volume 1913, Page 812, and Volume 1913, Page 815, Official Public Records, Hill County, Texas.
- o. Subject to the terms, conditions and stipulations contained in civil suit styled White Bluff Property Owners Association, Inc. versus Double Diamond, Inc., et al, Cause Number CV569-17DC, District Court Records, Hill County, Texas.
- p. Subject to the terms, conditions and stipulations pertaining to a White Bluff Property Owners' Association Covenant Enforcement and Fining Policy contained in instrument recorded in Volume 2004, Page 333, Official Public Records, Hill County, Texas.
- q. Subject to the terms, conditions and stipulations contained in deed recorded in Volume 1572, Page 341, Official Public Records, Hill County, Texas.
- r. Subject to the terms, conditions and stipulations pertaining to the Management Certificate instruments for White Bluff Subdivision, recorded in Volume 725, Page 1, Volume 735, Page 708, Volume 1194, Page 707 and Volume 1622, Page 570, and Volume 1910, Page 629, Official Public Records, Hill County, Texas.
- s. Subject to the terms, conditions and stipulations contained in White Bluff Building Packet recorded in Volume 1943, Page 233, Official Public Records, Hill County, Texas.
- t. Subject to all building setback lines, utility and drainage easements for subject property according to the plat recorded in Slide A-129, Slide A-130; Slide A-137; Slide B-134; Slide B-166; Slide B-320, Plat Records, Hill County, Texas.
- u. The land described in Schedule A of this policy shall not include any manufactured home or house trailer. Any manufactured home or house trailer on the land is excluded from the coverage of this policy of title

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

insurance.

- v. Subject to the terms, conditions and stipulations of any and all leases which may be oral or written, but not recorded, affecting subject property.
- w. Subject to any and all liens created at closing. (Owner's Title Policy)
- x. Subject to rights of tenants in possession.
- y. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

- z. 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.

**SCHEDULE C**

Commitment No.: 6000141900716

GF No.: ATD-14-6000141900716R

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. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner's Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.
6. Require Waiver of Inspection to be executed by Buyers.

NOTE: If Buyer requires the "Rights of parties in possession" exception to be removed from the proposed Owner Title Policy, require a property inspection by an authorized title company inspector in order to ascertain no one is occupying the property other than the Seller.
7. Require Affidavit of Debts and Liens to be executed by Sellers.
8. Require Purchaser's Affidavit to be executed by Buyers.
9. Require Acceptance of Property to be executed by Buyers.
10. Require all taxes paid current to include manufactured home personal property, if applicable.
11. Require all HOA's paid current prior to or at closing.
12. Company may amend the proposed Owner or Loan Title Policy exception on Schedule B, Item 2, to read "shortages in area", providing a survey by an approved Texas licensed surveyor reflects and certifies there are no discrepancies, conflicts in the boundary lines, or any encroachments or overlapping of improvements affecting said property. (LTP-no fee); OTP-5% residential or 15% non-residential)
13. Company reserves the right to examine a survey, if one is required. Upon receipt Company may make any

**SCHEDULE C**

(continued)

additional requirements or exceptions that may be deemed necessary.

14. If the Survey item above for ingress/egress is marked with an X, Company requires a current on the ground survey prepared by a Texas licensed professional surveyor.
15. If a Loan Title Policy only is being issued, Company requires Borrower/Buyer execute an Owner Policy Rejection form.
16. Require "Good Funds", as provided in Procedural Rule P-27, Article 9.39, of the Texas Insurance Basic Manual before depositing and disbursing funds.
17. For Loan Title Policy (T-2) and Owner Title Policy (T-1), if either or both the proposed Lender or Buyer/Owner want the arbitration provision deleted, obtain an executed Deletion of Arbitration form at or prior to closing.
18. If the contract reflects any proposed first right of refusal, easements, restrictions and/or mineral reservations to be created pursuant to the transaction insuring Company should enter applicable Schedule B exceptions to the Commitment.
19. Deed of Trust dated January 23, 2003, executed by Tommy Carr and Laverne Carr to Dudley Beadles, Trustee, securing the payment of one note in the original amount of Three Hundred Thousand Seven Hundred and 00/100 (\$300,700.00), payable to Wells Fargo Home Mortgage, Inc., recorded on January 30, 2003 in Volume 1202, Page 579, Official Public Records, Hill County, Texas, together with all other indebtedness of any kind whatsoever secured or to be secured thereby, and the terms, conditions, and stipulations contained therein.

Company requires release of lien.

20. Deed of Trust dated June 30, 2015, executed by David B. Walls and Cari K. Walls, as Trustees of The Camass Trust to Pat Piper, Trustee, securing the payment of one note in the original amount of Three Hundred Seventy Five Thousand Seven Hundred Fifty and 00/100 (\$375,750.00), payable to BOKF, N.A. D/B/A Bank of Texas, recorded on July 6, 2015 in Volume 1833, Page 152, Official Public Records, Hill County, Texas, together with all other indebtedness of any kind whatsoever secured or to be secured thereby, and the terms, conditions, and stipulations contained therein.

Company requires release of lien.

21. Deed of Trust dated July 15, 2016, executed by David B. Walls and Cari K. Walls, as Trustees of The Camass Trust to Ryan Colburn, Trustee, securing the payment of one note in the original amount of One Million Two Hundred Fifty Thousand and 00/100 (\$1,250,000.00), payable to Regions Bank D/B/A Regions Mortgage, recorded on August 15, 2017 in Volume 1919, Page 174, Official Public Records, Hill County, Texas, together with all other indebtedness of any kind whatsoever secured or to be secured thereby, and the terms, conditions, and stipulations contained therein.

Company requires release of lien.

22. Pursuant to the Texas Property Code Section 114.086 for transactions involving a trust, Company must be furnished with a copy of the Certification of Trust, for The Camass Trust, together with copies of certain limited portions of the trust document as requested and as applicable. (NOTE: If preferred, a full copy of the Trust instrument rather than a Certification can be provided title company.) If a Certification of Trust is to be prepared, it must contain the following and be filed of record with other recordable recording documents:

- 1) a statement that the trust exists and the date the trust instrument was executed;
- 2) the identity of the settler (creator of the trust);



**SCHEDULE C**

(continued)

- 3) the identity and mailing address of the currently acting trustee;
- 4) one or more powers of the trustee or a statement that the trust powers include at least all the powers granted by Chapter 113 of the Property Code; If there is more than one trustee and one is purporting to act alone, the Trustee must provide excerpts from the trust agreement allowing him to act alone. Otherwise, all trustees must join;
- 5) the revocability of irrevocability of the trust and the identity of any person holding a power to revoke the trust;
- 6) the authority of co-trustees to sign or otherwise authenticate and whether all or less than all of the co trustees are required in order to exercise powers of the trustee; and
- 7) the manner in which title to trust property should be taken (NOTE: If a purchase transaction, property must be deeded into the name of the Trustee, unless the trust is a Real Estate Investment Trust that is qualified with the Secretary of State's office);
- 8) a statement that the trust has not been revoked, modified, or amended in such a way as to cause the representations in the certifications to be incorrect.

23. We must be furnished with a resolution, in recordable form, of the Board of Directors of Heritage Auctions, in either general or specific form and properly certified by the corporate secretary, approving the purchase of the specific property per subject transaction, the creation of a lien instrument and authorizing an appropriate officer of the corporation to execute the note and deed of trust creating the lien to be insured hereunder. In addition, Company requires a Certificate of Good Standing from the Comptroller of Public Accounts of the State of Texas or the state in which the corporation has registered/filed the charter.

24. 12-24 MONTH CHAIN OF TITLE:

General Warranty Deed dated September 4, 2007, executed by Tommy Carr and Laverne Carr to Camass Trust, recorded in Volume 1508, Page 496, Official Public Records, Hill County, Texas. (Lots 242 & 243)

25. Note –Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

**SCHEDULE C**

(continued)

26. Except in an exempt transaction, the Company must be furnished with seller's social security number or tax identification number and all other information necessary to complete IRS Form 1099S.
27. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.
28. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:
- Confirmation prior to closing that the County Clerk of Hill County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
  - Electronic recordation of the instruments to be insured in the Official Public Records of Hill County, Texas.
  - Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
  - Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

## SCHEDULE D

Commitment No.: 6000141900716

GF No.: ATD-14-6000141900716R

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, **Alamo Title Insurance**, 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, Marjorie Nemzura, Joseph W. Grealish, John A. Wunderlich, Roger S. Jewkes, Steven G. Day

**Officers:** Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

**Alamo Title Company**

- (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.

**Owners:** Alamo Title Holding Company owns 100% of **Alamo 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.

**Owners:** FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of **Alamo Title Company**

- (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.

**Directors:** Raymond Randall Quirk, Anthony John Park

**Officers:** Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaheen (Vice President), Nancy Fox (Vice President)

- (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).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

<b>Endorsement Charges</b>	<b>\$</b>	<b>125.00</b>
<b>Total</b>	<b>\$</b>	<b>125.00</b>

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

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

## LEGAL DESCRIPTION

**Order No.:** 6000141900716

**Title No.:** 1935864

All that certain Lot, Tract or Parcel of land located in Hill County, Texas, and being Lot(s) Two Hundred Forty-Two (242) and Two Hundred Forty-Three (243), WHITE BLUFF SUBDIVISION ONE (1), Hill County, Texas, according to the plat recorded in Slide 130-A, Plat Records, Hill County, Texas.

NOTE: Company does not represent acreage or square footage calculations are correct, if shown in the above legal description.



**Alamo Title Company**  
**5004 Thompson Terrace, Suite 107**  
**Colleyville, TX 76034**

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**  
**(Exhibit D in 24 CFR §3500)**

**Date:** January 15, 2020  
**To:** Camass Trust  
**Property:** 1243 Overlook Drive, Whitney, TX 76692

This is to give you notice that Alamo Title Company, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Alamo Title Company with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

<b>Settlement Service Provider:</b>	<b>Type of Settlement Provided:</b>	<b>Range of Charges:</b>
National TaxNet	Tax Information	\$22.50 to \$80 including sales tax and \$5 for each additional parcel over 3 parcels

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

**Acknowledgment**

I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

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## 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, insure 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.

## **TEXAS TITLE INSURANCE INFORMATION**

(Continued)

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.

## DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**FIDELITY NATIONAL FINANCIAL**  
**PRIVACY NOTICE**  
**Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



## COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:



**Alamo Title Insurance**

Commitment Number:

**6000141900716**

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.

We (Alamo Title Insurance, a Texas corporation) 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.

**Alamo Title Insurance**

By:

\_\_\_\_\_  
President

Issued By:

**Alamo Title Company**



Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Authorized Signatory

### 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.

**SCHEDULE A**

Effective Date: December 8, 2019 at 8:00 AM  
Commitment No.: 6000141900716

GF No.: ATD-14-6000141900716R  
Issued: December 12, 2019 at 8:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:  
PROPOSED INSURED:

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:  
PROPOSED INSURED:

- 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)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- f. OTHER

Policy Amount: \$0.00  
PROPOSED INSURED:

Policy Amount: \$0.00  
PROPOSED INSURED: Heritage Auctions

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:

The Camass Trust

4. Legal description of land:

All that certain Lot, Tract or Parcel of land located in Hill County, Texas, and being Lot(s) Two Hundred Forty-Two (242) and Two Hundred Forty-Three (243), WHITE BLUFF SUBDIVISION ONE (1), Hill County, Texas, according to the plat recorded in Slide 130-A, Plat Records, Hill County, Texas.

NOTE: Company does not represent acreage or square footage calculations are correct, if shown in the above legal description.

**SCHEDULE A**  
(continued)

**END OF SCHEDULE A**

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

Commitment No.: 6000141900716

GF No.: ATD-14-6000141900716R

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):  
  
Volume 725, Page 16, Volume 738, Page 715, Volume 745, Page 561, Volume 746, Page 718, Volume 769, Page 274; Volume 918, Page 112; Volume 1021, Page 762; Volume 1028, Page 311; Volume 1120, Page 628; Volume 1148, Page 262; Volume 1148, Page 265; Volume 1166, Page 399; Volume 1182, Page 290; Volume 1187, Page 743; Volume 1256, Page 726; Volume 1324, Page 632; Volume 1325, Page 627; Volume 1358, Page 484; Volume 1518, Page 707; Volume 1518, Page 708; Volume 1708, Page 487; Volume 1708, Page 488; Volume 1720, Page 283, Volume 1856, Page 158; Volume 1884, Page 128; Volume 1895, Page 410; Volume 1895, Page 411; Official Public Records, Hill County, Texas, but deleting any covenant, condition or restriction indicating preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).  
  
Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured.  
  
(Applies to the Owner Policy only.)
4. Any title 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 or 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 2019 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 years. (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 2019 and subsequent years.")



**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

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.)
9. 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).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
  - a. Rights of parties in possession.
  - b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:  
  
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.  
  
Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.
  - c. Subject to the terms, conditions and stipulations contained in easement recorded in Volume 219, Page 135, Deed Records, Hill County, Texas.
  - d. Subject to the terms, conditions and stipulations contained in easement recorded in Volume 218, Page 466, Deed Records, Hill County, Texas.
  - e. Subject to the terms, conditions and stipulations contained in easement recorded in Volume 220, Page 1, Deed Records, Hill County, Texas.
  - f. Subject to the terms, conditions and stipulation of easement recorded in Volume 240, Page 492, Deed Records, Hill County, Texas.
  - g. Subject to the terms, conditions and stipulations contained in instrument recorded in Volume 430, Page 205, Deed Records, Hill County, Texas.
  - h. Subject to the terms conditions and stipulations of easement dated recorded in Volume 730, Page 567, Deed Records, Hill County.
  - i. Subject to the terms, conditions and stipulation of easement recorded in Volume 761, Page 594, Deed Records, Hill County, Texas.

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

- j. Subject to the terms, conditions and stipulations contained in easement recorded in Volume 1841, Page 40, Official Public Records, Hill County, Texas. (NOTE: pertains to the Gibson Survey, A-335, being a part of the residue of a 3,191.64 acre tract in deed to Double Diamond, Inc. as recorded in Volume 659, Page 633, Deed Records, Hill County, Texas.)
- k. Subject to covenants and restrictions as contained in instrument, recorded in Volume 733, Page 795, Deed Records, Hill County, Texas.
- l. Subject to the terms, conditions and stipulations pertaining to roads contained in instrument recorded in Volume 1024, Page 194, Official Public Records, Hill County, Texas.
- m. Subject to the terms, conditions and stipulations of Declaration Regarding the Establishment of White Bluff Property Owner's Association, Inc. recorded in Volume 724, Page 867, Deed Records, Hill County, Texas; Amendment to Declaration, dated October 30, 1992, executed by Double Diamond, Inc. to Ex Parte, recorded in Volume 769, Page 240, Deed Records, Hill County, Texas; 2nd Amendment to Declaration, dated December 12, 1996, executed by White Bluff Property Owners Association, Inc. to Ex Parte, recorded in Volume 918, Page 110, Official Public Records, Hill County, Texas; 3rd Amendment to Declaration dated May 27, 1999, recorded in Volume 1021, Page 764 and corrected in Volume 1025, Page 695; 4th Amendment to Declaration dated November 12, 2002, recorded in Volume 1194, Page 705; 5th Amendment to Declaration dated December 12, 2003, recorded in Volume 1274, Page 595, further amended in instruments recorded in Volume 1622, Page 570; Volume 1866, Page 232; Volume 1891, Page 445, Volume 1896, Page 368 and Volume 1910, Page 629, Official Public Records, Hill County, Texas.
- n. Subject to the terms, conditions and stipulations of a White Bluff Property Owner's Association Payment Plan instruments recorded in Volume 1697, Page 504, Volume 1913, Page 812, and Volume 1913, Page 815, Official Public Records, Hill County, Texas.
- o. Subject to the terms, conditions and stipulations contained in civil suit styled White Bluff Property Owners Association, Inc. versus Double Diamond, Inc., et al, Cause Number CV569-17DC, District Court Records, Hill County, Texas.
- p. Subject to the terms, conditions and stipulations pertaining to a White Bluff Property Owners' Association Covenant Enforcement and Fining Policy contained in instrument recorded in Volume 2004, Page 333, Official Public Records, Hill County, Texas.
- q. Subject to the terms, conditions and stipulations contained in deed recorded in Volume 1572, Page 341, Official Public Records, Hill County, Texas.
- r. Subject to the terms, conditions and stipulations pertaining to the Management Certificate instruments for White Bluff Subdivision, recorded in Volume 725, Page 1, Volume 735, Page 708, Volume 1194, Page 707 and Volume 1622, Page 570, and Volume 1910, Page 629, Official Public Records, Hill County, Texas.
- s. Subject to the terms, conditions and stipulations contained in White Bluff Building Packet recorded in Volume 1943, Page 233, Official Public Records, Hill County, Texas.
- t. Subject to all building setback lines, utility and drainage easements for subject property according to the plat recorded in Slide A-129, Slide A-130; Slide A-137; Slide B-134; Slide B-166; Slide B-320, Plat Records, Hill County, Texas.
- u. The land described in Schedule A of this policy shall not include any manufactured home or house trailer. Any manufactured home or house trailer on the land is excluded from the coverage of this policy of title

**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**  
(continued)

insurance.

- v. Subject to the terms, conditions and stipulations of any and all leases which may be oral or written, but not recorded, affecting subject property.
- w. Subject to any and all liens created at closing. (Owner's Title Policy)
- x. Subject to rights of tenants in possession.
- y. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

- z. 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.

**SCHEDULE C**

Commitment No.: 6000141900716

GF No.: ATD-14-6000141900716R

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. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner's Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.
6. Require Waiver of Inspection to be executed by Buyers.

NOTE: If Buyer requires the "Rights of parties in possession" exception to be removed from the proposed Owner Title Policy, require a property inspection by an authorized title company inspector in order to ascertain no one is occupying the property other than the Seller.
7. Require Affidavit of Debts and Liens to be executed by Sellers.
8. Require Purchaser's Affidavit to be executed by Buyers.
9. Require Acceptance of Property to be executed by Buyers.
10. Require all taxes paid current to include manufactured home personal property, if applicable.
11. Require all HOA's paid current prior to or at closing.
12. Company may amend the proposed Owner or Loan Title Policy exception on Schedule B, Item 2, to read "shortages in area", providing a survey by an approved Texas licensed surveyor reflects and certifies there are no discrepancies, conflicts in the boundary lines, or any encroachments or overlapping of improvements affecting said property. (LTP-no fee); OTP-5% residential or 15% non-residential)
13. Company reserves the right to examine a survey, if one is required. Upon receipt Company may make any



**SCHEDULE C**

(continued)

additional requirements or exceptions that may be deemed necessary.

14. If the Survey item above for ingress/egress is marked with an X, Company requires a current on the ground survey prepared by a Texas licensed professional surveyor.
15. If a Loan Title Policy only is being issued, Company requires Borrower/Buyer execute an Owner Policy Rejection form.
16. Require "Good Funds", as provided in Procedural Rule P-27, Article 9.39, of the Texas Insurance Basic Manual before depositing and disbursing funds.
17. For Loan Title Policy (T-2) and Owner Title Policy (T-1), if either or both the proposed Lender or Buyer/Owner want the arbitration provision deleted, obtain an executed Deletion of Arbitration form at or prior to closing.
18. If the contract reflects any proposed first right of refusal, easements, restrictions and/or mineral reservations to be created pursuant to the transaction insuring Company should enter applicable Schedule B exceptions to the Commitment.
19. Deed of Trust dated January 23, 2003, executed by Tommy Carr and Laverne Carr to Dudley Beadles, Trustee, securing the payment of one note in the original amount of Three Hundred Thousand Seven Hundred and 00/100 (\$300,700.00), payable to Wells Fargo Home Mortgage, Inc., recorded on January 30, 2003 in Volume 1202, Page 579, Official Public Records, Hill County, Texas, together with all other indebtedness of any kind whatsoever secured or to be secured thereby, and the terms, conditions, and stipulations contained therein.

Company requires release of lien.

20. Deed of Trust dated June 30, 2015, executed by David B. Walls and Cari K. Walls, as Trustees of The Camass Trust to Pat Piper, Trustee, securing the payment of one note in the original amount of Three Hundred Seventy Five Thousand Seven Hundred Fifty and 00/100 (\$375,750.00), payable to BOKF, N.A. D/B/A Bank of Texas, recorded on July 6, 2015 in Volume 1833, Page 152, Official Public Records, Hill County, Texas, together with all other indebtedness of any kind whatsoever secured or to be secured thereby, and the terms, conditions, and stipulations contained therein.

Company requires release of lien.

21. Deed of Trust dated July 15, 2016, executed by David B. Walls and Cari K. Walls, as Trustees of The Camass Trust to Ryan Colburn, Trustee, securing the payment of one note in the original amount of One Million Two Hundred Fifty Thousand and 00/100 (\$1,250,000.00), payable to Regions Bank D/B/A Regions Mortgage, recorded on August 15, 2017 in Volume 1919, Page 174, Official Public Records, Hill County, Texas, together with all other indebtedness of any kind whatsoever secured or to be secured thereby, and the terms, conditions, and stipulations contained therein.

Company requires release of lien.

22. Pursuant to the Texas Property Code Section 114.086 for transactions involving a trust, Company must be furnished with a copy of the Certification of Trust, for The Camass Trust, together with copies of certain limited portions of the trust document as requested and as applicable. (NOTE: If preferred, a full copy of the Trust instrument rather than a Certification can be provided title company.) If a Certification of Trust is to be prepared, it must contain the following and be filed of record with other recordable recording documents:

- 1) a statement that the trust exists and the date the trust instrument was executed;
- 2) the identity of the settler (creator of the trust);

**SCHEDULE C**

(continued)

- 3) the identity and mailing address of the currently acting trustee;
- 4) one or more powers of the trustee or a statement that the trust powers include at least all the powers granted by Chapter 113 of the Property Code; If there is more than one trustee and one is purporting to act alone, the Trustee must provide excerpts from the trust agreement allowing him to act alone. Otherwise, all trustees must join;
- 5) the revocability of irrevocability of the trust and the identity of any person holding a power to revoke the trust;
- 6) the authority of co-trustees to sign or otherwise authenticate and whether all or less than all of the co trustees are required in order to exercise powers of the trustee; and
- 7) the manner in which title to trust property should be taken (NOTE: If a purchase transaction, property must be deeded into the name of the Trustee, unless the trust is a Real Estate Investment Trust that is qualified with the Secretary of State's office);
- 8) a statement that the trust has not been revoked, modified, or amended in such a way as to cause the representations in the certifications to be incorrect.
23. We must be furnished with a resolution, in recordable form, of the Board of Directors of Heritage Auctions, in either general or specific form and properly certified by the corporate secretary, approving the purchase of the specific property per subject transaction, the creation of a lien instrument and authorizing an appropriate officer of the corporation to execute the note and deed of trust creating the lien to be insured hereunder. In addition, Company requires a Certificate of Good Standing from the Comptroller of Public Accounts of the State of Texas or the state in which the corporation has registered/filed the charter.
24. 12-24 MONTH CHAIN OF TITLE:
- General Warranty Deed dated September 4, 2007, executed by Tommy Carr and Laverne Carr to Camass Trust, recorded in Volume 1508, Page 496, Official Public Records, Hill County, Texas. (Lots 242 & 243)
25. Note –Important Notice
- You have the right to have your funds deposited in an interest-bearing account.
- If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.
- As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.
- If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.
- Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

**SCHEDULE C**

(continued)

26. Except in an exempt transaction, the Company must be furnished with seller's social security number or tax identification number and all other information necessary to complete IRS Form 1099S.
27. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.
28. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:
- Confirmation prior to closing that the County Clerk of Hill County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
  - Electronic recordation of the instruments to be insured in the Official Public Records of Hill County, Texas.
  - Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
  - Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

## SCHEDULE D

Commitment No.: 6000141900716

GF No.: ATD-14-6000141900716R

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, **Alamo Title Insurance**, 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, Marjorie Nemzura, Joseph W. Grealish, John A. Wunderlich, Roger S. Jewkes, Steven G. Day

**Officers:** Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

**Alamo Title Company**

- (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.

**Owners:** Alamo Title Holding Company owns 100% of **Alamo 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.

**Owners:** FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of **Alamo Title Company**

- (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.

**Directors:** Raymond Randall Quirk, Anthony John Park

**Officers:** Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaheen (Vice President), Nancy Fox (Vice President)

- (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).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

<b>Endorsement Charges</b>	<b>\$</b>	<b>125.00</b>
<b>Total</b>	<b>\$</b>	<b>125.00</b>

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

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



## LEGAL DESCRIPTION

**Order No.:** 6000141900716  
**Title No.:** 1935864

All that certain Lot, Tract or Parcel of land located in Hill County, Texas, and being Lot(s) Two Hundred Forty-Two (242) and Two Hundred Forty-Three (243), WHITE BLUFF SUBDIVISION ONE (1), Hill County, Texas, according to the plat recorded in Slide 130-A, Plat Records, Hill County, Texas.

NOTE: Company does not represent acreage or square footage calculations are correct, if shown in the above legal description.

**Alamo Title Company**  
**5004 Thompson Terrace, Suite 107**  
**Colleyville, TX 76034**

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**  
**(Exhibit D in 24 CFR §3500)**

**Date:** January 15, 2020  
**To:** Camass Trust  
**Property:** 1243 Overlook Drive, Whitney, TX 76692

This is to give you notice that Alamo Title Company, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Alamo Title Company with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

<b>Settlement Service Provider:</b>	<b>Type of Settlement Provided:</b>	<b>Range of Charges:</b>
National TaxNet	Tax Information	\$22.50 to \$80 including sales tax and \$5 for each additional parcel over 3 parcels

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

**Acknowledgment**

I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_

## 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, insure 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.

## TEXAS TITLE INSURANCE INFORMATION

(Continued)

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.



## DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FIDELITY NATIONAL FINANCIAL**  
**PRIVACY NOTICE**  
**Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



# Auction Purchase Agreement

# Bidder Registration Terms & Conditions

## HERITAGE AUCTIONS LUXURY REAL ESTATE

### **BIDDER REGISTRATION AGREEMENT – TERMS AND CONDITIONS**

**AUCTION FOR: 1243 OVERLOOK DR, WHITNEY, TX 76692**

**TUESDAY, FEBRUARY 4, 2020**

1. Introduction. \_\_\_\_\_ (“**Seller**”) are the owners of the property located at **1243 OVERLOOK DR, WHITNEY, TX 76692** (the “**Property**”). Seller has retained Heritage Luxury Property Auctions, Inc., a Texas corporation (“**Heritage**”), to sell the Property pursuant to this auction (the “**Auction**”). Heritage is conducting the Auction through its licensed real estate broker, **James Ivy; #472843** (“**Broker**”) and licensed auctioneer (the “**Auctioneer**”).
2. Bidder Registration. (1) Bidders must register for the Auction by executing and delivering this Agreement. The form may be submitted in person, by HelloSign, by fax to (214) 409-2457, or emailed to [LuxuryEstates@HA.com](mailto:LuxuryEstates@HA.com) prior to the Auction. (2) Bidder must be pre-approved for loan amount by a lender from among Heritage’s chosen lenders (“**Lender**”), or Bidder must provide a bank letter guaranteeing a Purchase Price. The Bidder must deliver to Heritage, in order to bid, a pre-approval commitment from the Lender for the amount Bidder intends to bid or the Letter of Credit prior to the commencement of the Auction. (3) Upon completing registration, Bidder will be granted access to the online bidding portal when the auction opens for bidding. With Heritage’s prior approval, a Bidder may place bids at the Auction by telephone.
3. Auction. The Property is more particularly described in the due diligence package concerning the Property previously furnished to each Bidder (the “**Due Diligence Package**”). The Property shall be auctioned **WITHOUT RESERVE** so that Seller shall be deemed to have accepted the highest bid (the “**Winning Bid**”) from a qualified bidder (the “**Buyer**”) without limiting condition as to the amount of the high bid or the nature of the Buyer. Following the conclusion of the auction, Seller and Buyer shall execute the Auction Purchase Agreement relating thereto, the form of which is included in the Due Diligence Package (the “**Purchase Agreement**”). An amount equal to **ten percent (10%)** of the Winning Bid (the “**Buyer’s Premium**”) will be automatically added to the Winning Bid to be paid by Buyer. The Buyer’s Premium shall not be considered a real estate commission. The Buyer’s Premium is a fee charged by Heritage to the Buyer for Heritage’s work in bringing the Property to auction. Seller shall have the right, in its sole discretion, to add or withdraw Property from the Auction at any time prior to commencement of bidding. All bids placed by Bidder in the Auction shall be binding on Bidder. Buyer’s purchase of the Property shall not be conditioned or contingent upon Buyer obtaining financing. The purchase price for the Property shall be paid by Buyer in cash. All decisions of the Auctioneer are final as to the methods of bidding, disputes among Bidders, increments of bidding, and any other matters regarding the auction process that may arise before, during, or after the Auction. The Auctioneer reserves the right to deny any person admittance to the Auction or expel anyone from the Auction who attempts to disrupt the Auction. The Auctioneer reserves the right to announce additional terms and conditions of the sale of the Property prior to or during the course of the Auction. All announcements made at the Auction shall supersede any conflicting prior oral or printed statements

4. Property. If the Bidder places the Winning Bid, Bidder and Seller shall execute a Purchase Agreement pursuant to which Seller will agree to convey the Property to Bidder by warranty deed, free and clear of all liens and encumbrances, except for the liens and encumbrances specified in the title commitment (the “**Title Commitment**”) and warranty deed (the “**Deed**”) provided pursuant to the Purchase Agreement. Buyer will purchase the Property subject to, and the closing of the purchase of the Property by Buyer pursuant to the Purchase Agreement shall not be conditioned on, any state of facts an accurate survey or personal inspection of the Property may reveal, any existing rights-of-way, easements, encroachments, rights or claims of parties in possession, restrictive and protective covenants, flood zones, zoning or subdivision regulations, building ordinances, governmental agencies regulations, environmental conditions, hazardous materials, leases or tenancies, any mineral rights, and all title exceptions as set forth in the Title Commitment and Deed.
5. INSPECTION RECOMMENDED; DISCLAIMER. **PERSONAL ON-SITE INSPECTION OF THE PROPERTY IS RECOMMENDED AND BIDDER IS ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION BIDDER MAY DEEM IMPORTANT. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PURCHASE AGREEMENT, THE PROPERTY IS BEING SOLD “AS IS, WHERE IS” AND “WITH ALL FAULTS” AND HERITAGE, SELLER AND AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND WILL NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ITS VALUE, CONDITION, SQUARE FOOTAGE, SUITABILITY, MERCHANTABILITY, OPERABILITY, ZONING OR SUBDIVISION REGULATIONS, MINERAL RIGHTS, ENVIRONMENTAL CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. NO GUARANTEES ARE GIVEN AS TO THE AVAILABILITY OF UTILITIES OR ACCESSES, OR ALLOWABLE OR PERMITTED USES ON THE PROPERTY.**
6. Property Inspection. All information contained in the auction brochure, the Due Diligence Package and all promotional materials, including, but not limited to, photographs, directions, acreage, square footage, dimensions, zoning, maps in the brochure and other maps used for promotion, environmental conditions, taxes, etc., was provided by or on behalf of Seller and the tax assessor’s office, and is believed to be correct; however, neither Seller nor Heritage nor Auctioneer makes any promise, representation, guarantee, or warranty as to the accuracy or completeness of such information. There is no obligation on the part of Seller, Heritage or Auctioneer to update any information. Buyer and its representatives shall be responsible for verifying all acreage and square footage amounts of the Property. The Property has not been surveyed for this Auction. Seller will convey the Property in accordance with the legal description contained in the Deed. Buyer should retain its own professionals to conduct and/or verify any survey of the Property. Should Buyer desire a survey, it shall be at Buyer’s option and expense. Should the final survey show a greater or lesser number of acres than recited on the survey sales map, it will not affect the purchase and no adjustment will be made to the Purchase Price of the Property. Certain disclosures concerning the Property are attached hereto as Schedule B.
7. Earnest Money Deposit. If Bidder is declared by the Auctioneer to have placed the Winning Bid, Bidder shall deliver at the end of the Auction to an escrow agent designated by Heritage (the “**Escrow Agent**”) an earnest money deposit in an amount equal to at least **ten percent (10%)** of the of the sum of the Winning Bid and the Buyer’s Premium (the “**Earnest Money Deposit**”), less an amount equal to the Bid Deposit. The Earnest Money Deposit may be paid by wire transfer, by certified check or by personal check. If Bidder places the Winning Bid by Telephone, the Earnest Money Deposit must be delivered by wire transfer of immediately available funds to Escrow Agent within 24 hours following the end of the Auction.
8. Purchase Agreement. If Bidder is declared by the Auctioneer to have placed the Winning Bid, Bidder shall immediately execute and deliver the Purchase Agreement. **NO CHANGES BY BUYER TO THE PURCHASE AGREEMENT WILL BE PERMITTED.** If for any reason the Buyer fails or refuses to deliver the Earnest Money Deposit or to execute the Purchase Agreement immediately after being declared by Auctioneer to have placed the Winning Bid, Seller and Heritage reserve the right to declare the Bidder’s rights with respect to the Auction and the Property forfeited and may resell the Property and retain the Bid Deposit as liquidated damages. Neither Seller, Heritage nor any of their respective brokers or representatives is making any representation or warranty as to the manner in which the Auction will be conducted. The Purchase Agreement shall incorporate the terms of this Agreement.

9. Closing. The closing of the purchase and sale of the Property pursuant to the Purchase Agreement shall occur on or before **March 6, 2020** or on such other date as provided in the Purchase Agreement (the “**Closing**”). All deposits and down payments made by Bidders and Buyer shall be held by the Escrow Agent in a non-interest bearing escrow account. Heritage shall not be involved in any way with the closing of any real estate transaction. The Closing will be handled exclusively by third-party real estate professionals.
10. Closing Costs. At Closing, all ad valorem taxes and any other applicable taxes and fees (including, without limitation, any county and fire district taxes) for the Property shall be prorated between Buyer and Seller based upon the applicable number of days the Property is owned by Seller versus owned by Buyer. Seller will pay the fee for the preparation of the cost of preparing legal documents to transfer the Property and to release any liens or encumbrances on the Property to allow conveyance to the Buyer in accordance with the Purchase Agreement. Buyer shall pay all other closing costs, including (without limitation) attorney fees for preparation of closing documents and closing services, deed recording fees, any applicable transfer taxes and/or deed stamps, and all title searches, title insurance and surveys.
11. DISCLAIMER REGARDING HERITAGE AND AUCTIONEER. **BIDDER AND BUYER SHALL LOOK ONLY TO SELLER AS TO ALL MATTERS REGARDING THE AUCTION, THE PROPERTY AND THE PURCHASE AGREEMENT, AND HERITAGE LUXURY PROPERTY AUCTIONS, INC., AUCTIONEER AND THEIR RESPECTIVE AFFILIATES AND REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PROPERTY AND SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY TO BIDDER, BUYER, ANY BROKER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE AUCTION, THE PROPERTY OR THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIM RELATING TO SELLER’S BREACH OF THE PURCHASE AGREEMENT. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF HERITAGE OR ANY OF ITS AFFILIATES OR REPRESENTATIVES AND NONE OF HERITAGE OR ANY OF ITS AFFILIATES OR REPRESENTATIVES SHALL HAVE ANY OBLIGATION WHATSOEVER TO MAKE ANY PAYMENT TO ANY BROKER.**
12. AUCTIONEER DISCLOSURE. **THE AUCTIONEER IS ACTING EXCLUSIVELY AS THE AGENT FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A FEE BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND THE AUCTIONEER. THE AUCTIONEER IS NOT ACTING AS AGENT IN THIS TRANSACTION FOR THE BIDDER OR BUYER OR ANY BROKER. ANY THIRD PARTY BROKER IS NOT A SUBAGENT OF AUCTIONEER AND AUCTIONEER SHALL HAVE NO OBLIGATION WHATSOEVER TO MAKE ANY PAYMENT TO ANY BROKER.**
13. Bidder’s Representations and Warranties. Bidder hereby represents and warrants that: (a) Bidder is in no way, shape, or form bidding on behalf of Seller, or for Seller’s benefit, (b) Bidder has no personal, business, or other relationship with the Seller, (c) Bidder has the financial resources necessary to complete the timely acquisition of the Property, as and when required, pursuant to this Agreement and the Purchase Agreement, at the bid price offered by the Bidder, plus the required Buyer’s Premium, (d) Bidder is of legal age and has full legal capacity and authority to understand, execute and deliver this Agreement, (e) Bidder has received and carefully reviewed and understood, prior to the execution of this Agreement, the Due Diligence Package and all of the materials included therein, (f) Bidder has been given the opportunity to obtain all professional testing and inspection of the Property, (g) Bidder has independently inspected and reviewed the Property, including (without limitation) the following matters regarding the Property: (i) the title of Seller to the Property; (ii) the condition and state of repair and/or lack of repair of all improvements on the Property; (iii) the existence and condition of any and/or all personal property at the Property; and (iv) the nature, provisions and effect of all health, fire, environmental, building, zoning, subdivision and all other use and occupancy laws, ordinances and regulations applicable to the Property.
14. Bidder’s Acknowledgements. Bidder acknowledges and agrees that Bidder is fully and solely liable for the deposits required under this Agreement, and the full Purchase Price of the Property should Auctioneer declare that Bidder has placed the Winning Bid. Bidder further acknowledges and agrees that: (a) **EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PURCHASE AGREEMENT, THE PROPERTY WILL BE SOLD “WHERE IS” IN AN “AS IS” CONDITION WITH NO WARRANTY, EXPRESS OR IMPLIED, ABOUT SUCH CONDITION AND BIDDER ACCEPTS ALL DEFECTS REGARDING THE PROPERTY, BOTH APPARENT AND LATENT, AT BIDDER’S OWN, ABSOLUTE AND EXCLUSIVE RISK,** (b) none of Heritage employees or Auctioneer or any of their respective representatives will have any liability or obligation



whatsoever for the physical condition of the Property or for any inaccuracy in or omission from any written information and materials regarding the Property, including, but not limited to, inaccuracies made in reports drafted by third parties, such as title reports, surveys and environmental reports, or changes concerning the Property between the date of such reports, surveys, written information and materials and the date hereof, (c) because of the pace of the Auction bidding, Auctioneer is not able, and therefore not obligated, to recognize nor record each of the Bidders at any bid level during open outcry except the high bidder, and (d) any collusion between Bidders is strictly prohibited by this Agreement and applicable law.

15. Remedies. In the event the bidder is awarded the Property as having placed the Winning Bid and thereafter fails to Close the Purchase within the time stated hereinabove through no fault of the Seller, all deposits bidder has made into escrow shall be awarded to Heritage up to an amount equal to **10%** percent of the Winning Bid. Seller may elect to commence such actions as the Seller has for breach of Contract including voiding the sale. If the sale is voided Heritage shall retain the Buyer's escrowed deposits. If the Seller shall not close the Property through no fault of the Buyer, Heritage is released from any and all claims pertaining to the Seller's default. Additionally, Heritage is not obligated to take any action against the Seller for the Seller's breach.

BINDING ARBITRATION SHALL BE THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES, WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE, BETWEEN THE PARTIES HERETO ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE AUCTION (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF DAMAGES, OR THE CALCULATION OF ANY OTHER AMOUNT OR BENEFIT DUE) (COLLECTIVELY, "DISPUTES"). THE PARTIES WAIVE THE RIGHT TO ADJUDICATE THEIR DISPUTES UNDER THIS AGREEMENT OUTSIDE THE ARBITRATION FORUM PROVIDED FOR IN THIS AGREEMENT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. IF PARTY COMMENCES AN AUCTION PERTAINING TO A DISPUTE, THE COURTS HAVING EXCLUSIVE JURISDICTION OF SUCH AN ACTION ARE THOSE SITTING IN THE COUNTY OF DALLAS, STATE OF TEXAS. THE PARTIES EACH WAIVE THE RIGHT TO A JURY TRIAL. IN THE EVENT THAT THE DISPUTES ARE DETERMINED EITHER IN ARBITRATION OR COURT, THE PREVAILING PARTY SHALL BE AWARDED THEIR REASONABLE ATTORNEY FEES. A PREVAILING PARTY IS ONE THAT PREVAILS ON A MAJORITY OF THE CLAIMS OR THE DEFENSE OF SUCH CLAIM.

16. Buyer's Agent Registration. A **two percent (2%)** commission/fee based on the Winning Bid Amount (and excluding the Buyer's Premium amount) will be paid to the qualified, licensed real estate agent representing the Buyer (the "**Buyer's Agent**") provided that such Buyer's Agent and the Buyer have properly and timely executed and delivered to Heritage this Agreement and submitted Bid Deposit. In order to receive any commission described in this paragraph, the Buyer and Buyer's Agent must comply with all terms of this Agreement. Each Bidder and its Buyer's Agent must execute and deliver to Heritage this Agreement by the deadline stated. This Agreement shall be incorporated into the Purchase Agreement. Commission will be paid only upon final closing, title transfer and when Property has been settled in full. No commission/fee will be paid on any non-arm's length transaction involving Agent or any member of the Agent's immediate family, or business. AGENT ACKNOWLEDGES THAT HE/SHE IS NOT A SUBAGENT OF HERITAGE, AND THE CLIENT ACKNOWLEDGES THAT AGENT IS WORKING ON BEHALF OF THE CLIENT AS A BUYER'S AGENT.

In order to be entitled to a commission/fee, the Agent must:

- a) Represent and warrant that Agent: (i) is a licensed real estate Agent/Broker in the state in which the Property is located, and (ii) shall fully abide by the National Association of Realtors'® Code of Ethics.
- b) Must inspect the Property with the client during Heritage's listing term, attend the auction to reinforce value and encourage bidding.

Heritage is not acting in any capacity as an Agent/Broker for any Bidder; nor acting in any capacity as an Agent/Broker for the Seller.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the date first above written.

<b>Bidder Name:</b>	Last 4 of Social Security Number:
Signature:	Date:
Mailing Address:	City, State, Zip:
Phone Number:	Email:
<b>Agent Name:</b>	<b>Firm:</b>
Signature:	Date:

## **BIDDER REGISTRATION FUNDS & WIRING INSTRUCTIONS**

A cashier's check made payable to escrow – "Alamo Title Company" for or wire transfer to trust account below, is required as a bidder deposit for 1243 OVERLOOK DR, WHITNEY, TX 76692.

### **Wiring Instructions**

WIRE TO: BBVA Compass Bank

8333 Douglas Ave., #600

Dallas, TX 75225

ABA #: 113010547

CREDIT TO: Alamo Title Company

Escrow Account

Acct. #: 6716743207

Reference: **1243 OVERLOOK DR, WHITNEY, TX 76692**

When wiring funds, please include the following in the "message to beneficiary" field to assist our office in applying the funds to the appropriate escrow matter:

***Bidder Name; Property: 1243 OVERLOOK DR, WHITNEY, TX 76692.***

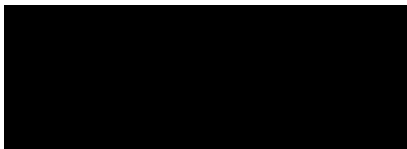
Please notify **Rochelle Mortensen (214-409-1384, rochellem@ha.com)**, and provide federal wire transfer reference number for tracking purposes.

Bank Name: \_\_\_\_\_ Beneficiary Name: \_\_\_\_\_

ABA#: \_\_\_\_\_ Account #: \_\_\_\_\_

Bank Phone \_\_\_\_\_ Address: \_\_\_\_\_

# Sample Bank Letter of Guarantee



## SAMPLE BANK LETTER OF GUARANTEE

**Please be advised, this letter must be on official bank stationery in order to be considered.**

Date

Heritage Auctions  
3500 Maple Ave, 17<sup>th</sup> Floor  
Dallas, TX 75219  
Phone: 214-409-1603  
Fax: 214-409-2603

Attention: Auction Manager

**RE: 1243 Overlook Dr, Whitney, TX 76692**

Mr./Mrs./ \_\_\_\_\_ is a customer of our bank and plans to bid in your event online at HA.com/LakeWhitney on Tuesday, February 4, 2020. Please be advised that (Name of Bank) \_\_\_\_\_ will irrevocably honor and guarantee payment on any check(s) written by Mr./Mrs. \_\_\_\_\_ up to the amount of \$\_\_\_\_ and drawn on account number \_\_\_\_\_. This commitment to assure payment on aforementioned account number expires on (seven business days after the auction date). Should you have any questions, please contact \_\_\_\_\_ (Bank Contact) at \_\_\_\_\_ (Contact Phone).

Sincerely,

(Bank Officer Signature)

Name of Bank Officer

Title

# Auction Purchase Agreement



## AUCTION PURCHASE AGREEMENT

THIS AUCTION PURCHASE AGREEMENT ("**Purchase Agreement**") is made effective \_\_\_\_\_, by \_\_\_\_\_, by \_\_\_\_\_ (hereinafter referred to as the "**Seller**") and \_\_\_\_\_ ("**Buyer**") in accordance to the auction conducted by Heritage Luxury Property Auctions Inc. ("**Heritage**").

AGREEMENT TO PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions herein set forth, the real estate and improvements situated in the county of Hill, located at 1243 Overlook Dr, Whitney, TX 76692, ("**Property**") [WHITE BLUFF #1 LT 242 & 243]. Together with all buildings, improvements, fixtures owned by the Seller & attached to the Property; and all privileges and appurtenances pertaining thereto including any right, title or interest of Seller. Seller agrees to convey Property by General Warranty Deed (with all mortgages and liens paid off as of Closing).

2. (A) HIGH BID PRICE \$ \_\_\_\_\_
- (B) BUYERS PREMIUM (10% of high bid price) \$ \_\_\_\_\_
- (C) EXTRAS, if Any (Furnishings, Pre-Bid, etc.) \$ \_\_\_\_\_
- (D) CONTRACT PRICE (A + B + C) \$ \_\_\_\_\_
- (E) % BUYER DEPOSIT, to be held in a non-interest-bearing escrow account by Escrow Agent. (10% of D) \$ \_\_\_\_\_
- (F) BID DEPOSIT applied to Buyer Deposit \$ \_\_\_\_\_
- (G) Remaining BUYER DEPOSIT due Now \$ \_\_\_\_\_
- (H) BALANCE due at Closing (D - E) (not including Buyer's closing costs or financing costs, pre-pays or pro-rations), to be in immediately available cash, bank certified or cashier's check or confirmed wire transfer.) \$ \_\_\_\_\_

3. TERMS. This is a CASH sale with ten percent (10%) non-refundable earnest money deposit ("**Buyer Deposit**") set forth in section (E) above on auction day payable in full or in combination of a) Buyer's Bid Deposit (section F above), b) personal or cashier's check made payable to the Escrow Agent (the "**Escrow Agent**" referenced below in section 4), or c) wire transfer to Escrow Agent; with the balance of the total Contract Price due at settlement of this transaction ("**Closing**"). Delivery of the deed and acceptance by the Buyer at Closing shall be deemed to be full performance and discharge of all obligations (either express or implied) on the part of the Seller to be performed pursuant to this agreement. No representation, warranty or agreement, express or implied of the Seller shall survive the Closing except those, which are herein specifically stated to survive the Closing.

CLOSING. Closing shall occur on or about February 14, 2020 ("**Closing date**"), at the offices of Alamo Title, located at: 3762 W Northwest Hwy, Dallas, TX 75220, or at such other location in Hill county, Texas that the Seller or Heritage may designate. At Closing, Seller shall deliver to Buyer a General Warranty Deed (the "**Deed**") that shall convey fee simple title to the real property. Possession of the Property will be granted at Closing.

4. NO FINANCING CONTINGENCY. THIS AGREEMENT IS NOT CONTINGENT ON BUYER BEING APPROVED FOR A LOAN.

5. PRORATIONS. Ad valorem and non-ad valorem real estate taxes, other assessments, property owner's association dues and any other items customarily prorated are to be adjusted as of the Closing date.

### 6. CLOSING COSTS.

(a) Seller's Costs. Seller shall only be responsible to pay legal fees and expenses of Seller's attorney to prepare documents to transfer the Property to Buyer and to release any liens or mortgages on the Property to allow conveyance of the Property to the Buyer in accordance with the General Warranty Deed.

(b) Buyer's Costs. Buyer shall pay all Closing costs including, but not limited to, title insurance, documentary stamps, recordation fees, transfer taxes, title searches, Buyer's attorney's fees, the Buyer's Premium, and all fees and costs associated with Buyer's financing, if any, prepaid pro-rations, assumed insurance, if applicable, attorney fees for preparation of closing documents and closing services appraisal fees, recording fees, escrow and/or settlement costs, discount points and origination fees. Title insurance will be at the buyer's option, but is strongly recommended.

(c) The Closing and Settlement Agent is agreed as Title Agent. Buyer agrees to pay all charges involved in this closing, including but not limited to: escrow/settlement fee; deed preparation fee; conveyance tax; attorney drafting fee; title policy guaranty fee; the cost of the title insurance premium (which is calculated from the Sales Price and Loan amount for loan policy); tax certificate; recording fees survey and inspections.

7. BUYER DEPOSIT. Concurrently with the execution and delivery of this Agreement, Buyer shall deliver the deliver the earnest money deposit ("**Buyer Deposit**") made payable to the Escrow Agent in an amount equaling ten percent (10%) of the total Contract Price, (less any previously submitted Bid Deposit). Buyer is aware and acknowledges that upon Seller's acceptance of Buyer's offer, the Buyer's Deposit and Bid Deposit becomes Non-Refundable, except for failure to deliver good title. Buyer and Seller hereby acknowledge and agree that Escrow Agent shall hold in a non-interest-bearing escrow account and deliver the Buyer Deposit in accordance with the terms and conditions of this Agreement. The Escrow Agent shall be relieved of all

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liability and held harmless by both Seller and Buyer in the event Escrow Agent makes any disbursement of the Buyer Deposit in accordance with the terms and provisions of this Agreement.

8. **DISCLAIMER OF WARRANTIES; "AS-IS" PURCHASE.** Buyer accepts the Property in an "AS IS, WHERE IS" condition at the time of Closing, including but not limited to any hidden defects, known or unknown and understands that this transaction is not subject to an inspection contingency.

- (a) Buyer acknowledges and agrees the sale of the Property hereunder is and will be made on an "AS IS, WHERE IS" basis that, except as may otherwise be expressly provided in this Agreement, Buyers are purchasing and acquiring the Property without any representation, warranty, or assurance of any kind whatsoever, express or implied, oral or written, by the Seller, Agent, Broker, employee, Heritage, or other representative of the Seller. Buyer acknowledges and agrees that (i) any environmental or other report with respect to the Property which is delivered or made available by the Seller to Buyer shall be for general information purposes only, (ii) Buyer shall not have any right to rely on any such report delivered or made available by the Seller to Buyer, but rather will rely on its own inspection and investigation of the Property and any reports commissioned by Buyer, and (iii) neither the Seller, any affiliate of the Seller, nor the person or entity which prepared any such report delivered or made available to Buyer shall have liability to Buyer for any inaccuracy in or omission from any such report.
- (b) Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller, Heritage, Broker, Agent, and Escrow Agent from any claim that Buyer may otherwise have had with respect to the Property, the Auction, this Purchase Agreement, and this real estate transaction and waives any right to terminate this Agreement.
- (c) Buyer acknowledges that having been given a sufficient time to inspect the Property, and to review the Bidder's Due Diligence Package or other material given to the Buyer, Buyer is relying solely on its own investigation of the Property and revenue and expenses that may be received or incurred in arriving at its decision to purchase the Property and has not relied upon any plans, brochures, literature, advertisements, schematics, dimensions, square footage, surveys, maps, illustrations, sketches, projections, representation, warranties, statements or estimates of any nature written, or oral, by Seller, Agent, Broker, Employee, Heritage, or any representative or employee of them, in deciding to purchase the Property. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Buyer in connection with the transaction contemplated by this agreement. Instead, Buyer is relying solely upon Buyer's independent verification of legal, factual and other inquiries, due diligence, inspection, investigation, and findings with respect to the Property, the surrounding area, the Auction, the Terms of Auction, or including without limitation to (i) environmental matters relating to the Property of any portion thereof, (ii) geological conditions, including but not limited to, subsidence, subsurface conditions, fault zones, water table conditions, underground reservoirs (including limitations to the withdrawal of water), (iii) any water, stream, river, flood, hazards, (surface or underground), (iv) drainage issues, conditions or problems, (v) soil conditions including the existence of instability, past soil remediation, soil additions, conditions of soil fill, or susceptibility to landslides or the sufficiency of undershoring, (vi) the zoning or other land use restrictions which the Property or any portion thereof may be subject, (vii) the availability of any utilities to the Property or any portion thereof including without limitation, water sewage, gas, electrical, and services, (viii) usages of adjoining Property, (ix) access to the Property or any portion thereof, (x) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, title, physical or financial condition of the Property, or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights, or claims on or affecting or pertaining to, the Property of any part thereof, (xi) the presence of hazardous materials in or on, under or in the vicinity of the Property, (xii) the condition or use of the Property in compliance of the Property with any or all past present or future Federal, State, or local ordinances, rules, regulations, or laws, building, fire or zoning ordinances, codes or other similar laws, (xiii) the existence or non-existence of underground storage tanks, (xiv) any matter affecting the stability or integrity of the land or improvements which are part of the property, (xv) the potential for further development of the Property, (xvi) the existence of vested land use, zoning or building entitlements affecting the Property and (xvii) the merchantability of the Property or fitness of the Property for any particular purpose (Buyer affirming that Buyer has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Heritage, Escrow Agent, the Seller or any broker makes no warranty that the Property is fit for any particular purpose).
- (d) Seller, any Broker, and Heritage shall not be liable to Buyer for any relief, including, but not limited to, adjustment, allowance, damages, reformation, remediation or rescission, based upon the failure of the Property to conform to any specific condition, expectation, standard, or any third-party documents or information.
- (e) Buyer shall look only to Seller, and not to Heritage, Escrow Agent, or any broker with respect to all matters regarding the sale of the Property and this Purchase Agreement.

9. **TITLE.** Buyer acknowledges that they have received and reviewed the Preliminary Title Commitment provided by Seller prior to bidding. At settlement, Seller shall convey to Buyer good and marketable title free of all liens, except as otherwise indicated herein and subject only to such restrictions and easements as shall then be of record which do not affect the use of the property for residential purposes or render the title unmarketable in accordance with the terms and conditions of the auction. Buyer acknowledges and agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Seller's title insurance policy including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; any dues, taxes and assessments will be prorated between and Seller at Closing (iii) public utility easements; (iv) all other easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights of parties in possession; and (vi) all title exceptions referenced in the Title Commitment and the General Warranty Deed (the foregoing title matters are herein referred to as the "**Permitted Title Exceptions**"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10 shall also be deemed Permitted Title Exceptions.

10. **DISCLOSURES.**

- (a) **LEAD WARNING STATEMENT.** If this Property includes pre-1978 residential housing, a lead-based paint disclosure form is attached as Exhibit [B] and to be made part of this Purchase Agreement. In addition, the Seller has provided herein any available records or reports pertaining to the presence of lead-based paint hazards.
- (b) **MOLD DISCLOSURE AND WAIVER.** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. If applicable, Buyer agrees to execute a Mold Disclosure and Waiver ("**Mold Waiver**") and to be made part of this Purchase Agreement, and has executed this Mold Waiver and it is incorporated herein by reference.
- (c) **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county health department.
- (d) **SEX OFFENDER INFORMATION.** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at [www.nsopw.gov](http://www.nsopw.gov). Depending on an offender's criminal history this information will include either the address at which the offender resides or the community of residence and Zip Code in which he/she

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resides. (Neither Seller, Broker, Heritage, Agent, or their representatives or employees are required to check this website. If Buyer wants further information, the Seller recommends that Buyer obtain information from the registry prior to participating in the auction.)

- (e) **PROPERTY TAX DISCLOSURE SUMMARY.** BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAX ON THE PROPERTY AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS MAY TRIGGER A REASSESSMENT FOR THE PROPERTY THAT COULD RESULT IN HIGHER TAXES BEING ASSESSED TO BUYER. IF YOU HAVE ANY QUESTION CONCERNING VALUATION OR TAXATION OF THE PROPERTY, YOU SHOULD CONTACT THE COUNTY APPRAISAL DISTRICT OFFICE FOR FURTHER INFORMATION.
- (f) **FLOOD ZONE; ELEVATION CERTIFICATION.** Buyer is advised to verify by survey, elevation certificate and the appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating. By execution of this Purchase Agreement the Buyer accepts the existing elevation of the buildings and zone designation of the Property.
- (g) **TAX WITHHOLDING.** Buyer and Seller will comply with the Foreign Investment in Real Property Tax Act [FIRPTA] Internal Revenue Code Section 1445, which may require Seller to provide additional cash at Closing if Seller is a "foreign person" as defined by federal law.
- (h) **AGENCY DISCLOSURE.** HERITAGE REPRESENTS THE SELLER ONLY IN THE SALE OF THIS PROPERTY, AND IS TO BE PAID A FEE BY THE SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN THE SELLER AND HERITAGE. HERITAGE IS NOT ACTING AS AN AGENT FOR THE PURCHASER IN THIS TRANSACTION. ANY THIRD-PARTY BROKER/AGENT IS NOT A SUBAGENT OF THE AUCTION COMPANY.
- (i) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.
- (j) **ADDENDUM.** Attached as an Addendum hereto are additional notices and disclosures.

11. **SURVEY.** A recent survey has not been provided on the Property for this sale. Seller is conveying the Property in accordance with the legal description in the recorded plat. Any additional survey shall be at the Buyer's option and expense. If said additional survey shows a greater or lesser number of acres, such survey shall not affect the Seller's obligations under this Agreement and no adjustments will be made to the Contract Price.

12. **COMMISSIONS & FEES.**

- (a) **BROKERAGE.** Buyer warrants and represents that Buyer [ ] is [ ] is not represented by a Buyer's Agent in this transaction. If Buyer is represented by a Buyer's Agent, the Buyer's Agent is: \_\_\_\_\_ ("**Buyer's Agent**"). The Buyer's Agent must have performed all requirements of the Agent guidelines and execute a Bidder Registration provided by Heritage. Failure to properly register or comply with the provisions of the guidelines will disqualify the Buyer's Agent from receiving any commission. Buyer represents to the Seller that no Agent other than the Seller's Broker or Buyer's Agent as defined in this Paragraph was involved in submitting, showing or selling the Property to Buyer and Buyer hereto agrees to indemnify the Seller and Heritage and Escrow Agent of all claims by any other party. This provision shall survive the Closing and any termination of this Agreement.
- (b) **BROKERAGE COMMISSIONS & FEES.** Upon the Closing of the transaction contemplated herein, Seller shall pay Heritage a fee pursuant to the terms of a separate agreement. A two percent (2%) commission based on the Winning Bid (and excluding the Buyer's Premium amount) will be paid to the qualified, licensed real estate Buyer's Agent representing the Buyer, provided that such Buyer's Agent and the Buyer have properly and timely executed and delivered to Heritage the Bidder Registration Agreement – Terms & Conditions provided to Bidder (the "**Bidder Registration**"). In order to receive any commission described in this paragraph, the Buyer and Buyer's Agent must comply with all terms of the Bidder Registration. Each Bidder and its Buyer's Agent must execute and deliver to Heritage the Bidder Registration by the deadline stated on the Bidder Registration and shall become part of Purchase Agreement.

13. **BUYER'S CREDIT BID.** A credit equal to five percent (5%) of Buyer's written pre-bid amount (the "**Pre-Bid**") set forth in the Bidder Registration executed by the Buyer will be deducted from the Contract Price of the Property. An approved written Pre-Bid, subject to the stated conditions on the Bidder Registration.

14. **BREACH OF CONTRACT.** Buyer and Seller are required and agree to make full settlement in accordance with the terms of the Purchase Agreement and acknowledge that failure to do so constitutes a breach hereof. Buyer acknowledges and is aware that financing or inspection period is not a contingency to this Agreement. Buyer shall be liable for payment of the total Buyer Deposit even if not previously paid. If Buyer fails, neglects or refuses to perform Buyer's obligations under this Agreement, or is in Default, Seller may elect to treat this Agreement as cancelled, in which case the total Buyer Deposit shall be non-refundable and is retained in escrow (and dispersed per the Escrow Instructions) as minimum liquidated damages and Seller shall be entitled to all rights and remedies available at law and in equity. Buyer acknowledges and agrees that under no circumstances shall Seller, Heritage, Broker, or other representative be responsible for Buyer's damages, consequential, actual, punitive, speculative or otherwise. If Seller fails to make full settlement or is in default due to the Seller's failure to comply with the terms, covenants and conditions of this Purchase Agreement, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Agreement and/or monetary damages.

15. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the date of Closing; thereafter, all risk of loss shall be borne by Buyer. If after effective date of this agreement, but before Closing, the Property is damaged significantly (in the opinion of the Seller) or is destroyed by fire or other casualty or hazard, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Agreement and Buyer Deposit shall be returned as a complete and final settlement to Buyer of all of Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing date to be postponed accordingly.

16. **NO RECORDING.** Neither this Agreement nor any notice of it shall be recorded in any public records. This Purchase Agreement shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Without limiting the survival of any other provisions of this Agreement, the provisions of this Section shall survive any termination of this Agreement.

17. **ATTORNEY REVIEW.** The parties acknowledge and agree that this is an auction sale and not subject to an attorney review period. The parties further acknowledge and agree that they have been given the opportunity to review this Agreement prior to the auction and that once signed, this

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Agreement becomes a legally binding Agreement. If you do not understand the effect of this Agreement, consult your attorney prior to participating in the auction. Neither Seller, Heritage, Broker, Escrow Agent or any employee or representative thereof, can provide legal advice.

18. WAIVER OF JURY TRIAL. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL AND THEY HEREBY DO EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM AS A COUNTERCLAIMIN, NOR MOVE TO CONSOLIDATE SUCH CLAIM WITH, ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED.

19. COSTS AND EXPENSES. A party to this Agreement who is the prevailing party in any legal proceeding or arbitration against any other party brought under with respect to this Agreement, or the transaction contemplated hereby shall be additional entitled to recover court costs, and reasonable attorney's fees, paralegals' fees and costs from the non-prevailing party.

20. NOTICES. Any notice or communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by registered or certified first class mail, courier service, Federal Express or other nationally recognized overnight courier to Seller, Buyer or their respective Attorney. A copy of all notices hereunder shall also be delivered to Heritage and Title Agent.

21. ENTIRE AGREEMENT; AMENDMENT. This written Agreement and Exhibits, Schedules and Addenda attached hereto and made a part of this Agreement signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written Agreements between the parties with respect to the Property. This Agreement may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer, Seller and Heritage.

22. HEADINGS. All headings in this Agreement are inserted for convenience of reference and shall not affect its meaning or interpretation.

23. SEVERABILITY. If and to the extent that any court of competent jurisdiction holds any provision or any part of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

24. ASSIGNMENT. Buyer may not assign this agreement or Buyer's rights without prior written consent of Seller. Seller's refusal to consent to an assignment shall not entitle Buyer to cancel this Agreement nor give rise to any claim for damages against the Seller or Heritage. Buyer agrees not to resell the Property to any other registered Bidders for a period of 365 days without prior written consent of Seller and Heritage.

25. BINDING EFFECT. The provisions of this Agreement shall bind and inure to the benefit of the Buyer and Buyer's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of the Seller and its successors and assigns.

26. COUNTERPARTS. This Agreement may be executed in multiple counterparts all of which when taken together shall constitute an Agreement with the same force and effect of the original Agreement for the sale of Real Estate under the laws of the governing State.

27. ACKNOWLEDGEMENT. The undersigned ("**Buyer**"), certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Agreement on behalf of himself or herself. If Buyer is a for-profit entity, non-profit organization, public agency, trust or other entity, then the person(s) executing this Agreement on behalf of such entity and Buyer certify to Seller that such person(s) has(have) the authority to execute this Agreement on behalf of such entity, and that such entity shall be bound by the matters contained herein.

28. EXHIBITS. All exhibits annexed to this Agreement and the documents to be delivered at or prior to the Settlement are expressly made a part of this Agreement as fully as though completely set forth in it.

Exhibit "B" – Property Disclosures, Legal Description, Title Report, Deed and Other Requirements

Exhibit "C" – Bidder Registration Agreement – Terms and Conditions

 Seller Initials

 Seller Initials

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement, as of the day and year first above written


**Seller Signature**

12 /



Date



Print Name

12





BUYER:

**Buyer Signature**

Date

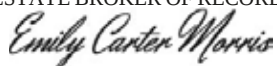
Print Name

**Buyer Signature**

Date

Print Name

REAL ESTATE BROKER OF RECORD:



**Broker Signature**

12 / 13 / 2019

Date

Emily Carter Morris

Print Name

Texas

**State**

0483487

License Number

HERITAGE:



**Heritage Signature**

12 / 16 / 2019

Date

Nate SChar

Print Name

President, HLPAL

**Title**



# Broker Client Protection



## AGENT/BUYER PROTECTION FORM

1. **PROPERTY:** "Property" defined as the following real property, together with all its improvements and fixtures, commonly known as:

1243 Overlook Drive, Whitney, TX 76692

2. **PARTIES:** The parties to this agreement are: HLPAL dba **Heritage Auctions ("Heritage")**, 3500 Maple Ave, Dallas TX 75219, Phone #214-409-1384, FAX#214-409-2384, Email: [LuxuryEstates@ha.com](mailto:LuxuryEstates@ha.com)

**Cooperating Agent ("Agent"):** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

3. **REGISTRATION:** Agent registers \_\_\_\_\_  
("Bidder") with Heritage for the Auction. Heritage has appointed a Broker of Record to represent the Seller of the Property and the Cooperating Agent represents Bidder. Bidder must complete separate Bidder Registration Forms, as a requirement to bid at the Auction, on or before February 3, 2020. Call our office for more info.

4. **AGENT'S FEE:** Heritage is not obligated to pay Agent a fee until such time as Agent's fee is earned and payable. Agent's fees are earned when Bidder enters into a binding agreement to buy the Property at any price. Cooperating Broker's fees are payable in the amounts stated below at the specified times.
- a. Sales:
- (1) If Bidder enters into a binding agreement to buy all or part of the Property at any price. Heritage will pay Cooperating Broker a fee equal to:
- ☒ (a) 2 % of the High Bid Price
- ☐ (b) \_\_\_\_\_
- b. (2) The Fee is payable at Closing when Heritage receives Heritage's fee under a separate agreement with the owner of the Property. Any Escrow or Closing Agent may pay Agent's fee from HLPAL's fee at closing

**Cooperating Agent:** \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Heritage Auctions:** \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

# The Heritage Team



Nate Schar, Director  
NateS@HA.com | 858-337-9568



Thania Kanewske, Director  
ThaniaK@HA.com | 850-685-4629



Rochelle Mortensen, Manager  
RochelleM@HA.com | 214-409-1384

*Whether you're consigning a property or considering buying at auction, we want to make sure the process is as seamless and efficient as possible. After all, helping you achieve your goals is why we're here. Please feel free to call us for more information about the property, the auction process, or our company at any time. We're here to help.*

## *How May We Help You?*

855-261-0573 | [LuxuryEstates@HA.com](mailto:LuxuryEstates@HA.com) | [HA.com/LuxuryRealEstate](http://HA.com/LuxuryRealEstate)

For a free evaluation of your luxury property, please call  
855-261-0573 or visit [HA.com/SellHome](http://HA.com/SellHome)



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# HERITAGE

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