



COMMITMENT FOR TITLE INSURANCE (FORM T-7)

Issued By
Commonwealth Land Title Insurance Company

Effective Date: February 5, 2024 at 07:00 AM

GF No.: 3240019

Commitment No. 3240019-1, issued February 27, 2024, 07:00 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: \$450,000.00
PROPOSED INSURED: TBD
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:
Fee Simple
3. Record title to the land on the Effective Date appears to be vested in:
Austan, LLC, a Texas Limited Liability Company

SCHEDULE A

(Continued)

4. Legal description of land:

BEING 1.50 acres of land situated in the William McFadden Survey, A-295, Upshur County, and being part of the residue of a 5 acre tract described in a deed to Azell Chevalier and Patricia Chevalier, recorded in Volume 390, Page 724, Upshur County Deed Records, (UCDR), and part of a called 3 1/3 acre tract described in a deed to Azell Chevalier and Patricia Chevalier, recorded in Volume 395, Page 141, (UCDR) said 1.50 acre tract being more particularly described by metes and bounds as follows as shown on the plat prepared by MTX Surveying, LLC on file as Job No. 20499, Dwg. No. 20499-2 (Bearing Basis: SPC Texas North Central 4202, NAD83, GRID):

BEGINNING at a 1/2" iron rod with a plastic cap stamped "MTX Surveying" set on the South right of way of Highway 154 for the Northeast corner of this tract, same being the Northeast corner of said 3 1/3 acre tract and being the Northwest corner of a called 2.00 acre tract described in a deed to Eileen Devona Stanfield, recorded in Volume 870, Page 210, (UCOPR) from which a 1/2" iron rod with a plastic cap stamped (Turner 4606) found for the Northeast corner of said 2.00 acre tract bears S 78 deg. 39 min. 58 sec. E 158.64 feet and a 4" wood fence corner post bears S 10 deg. 45 min. 59 sec. W, 7.65';

THENCE S 10 deg. 45 min. 59 sec. W with the East boundary line of said 3 1/3 acre tract and the West line of said 2.00 acre tract 188.03 feet to a 1/2" iron rod with plastic cap stamped "MTX Surveying", set for the Northeast corner of a 1.267 acre (Tract 3) as surveyed on the same date from which a set 1/2" iron rod with a plastic cap stamped "MTX Surveying" for the Southeast corner of said 1.267 acre (Tract 3) bears S 10 deg. 45 min. 59 sec. W, 290.31 feet;

THENCE N 79 deg. 14 min. 01 sec. W over and across said 3 1/3 acre tract and with the North line of said 1.267 acre (Tract 3), at 188.10 feet pass a 1/2" iron rod with plastic cap stamped "MTX Surveying", set for the Northwest corner of said 1.267 acre (Tract 3) and the Northeast corner of a 1.267 acre (Tract 4) as surveyed continuing past the West line of said 3 1/3 acre tract and the East line of said residue of 5 acres tract, an overall distance of 346.28 feet to a 1/2" iron rod with a plastic cap stamped "MTX Surveying" set for the Southwest corner of this tract, same being on the East line of a 1.00 acre tract as surveyed on the same date;

THENCE N 11 deg. 54 min. 06 sec. E with the East line of said 1.00 acre tract, 191.46 feet to a 1.2" iron rod with plastic cap stamped "MTX Surveying", set for the Northeast corner of said 1.00 acre tract on the South right of way of Highway 154;

THENCE S 78 deg. 39 min. 58 sec. E with the South right of way of Highway 154, 342.50 feet to the Place of Beginning and containing 1.50 acres of land, more or less.

THIS COMPANY DOES NOT GUARANTEE THAT THE ABOVE SQUARE FOOTAGE AND/OR ACREAGE CALCULATIONS ARE CORRECT.

Countersigned
Central Title Company

By: 

Authorized Countersignature

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By: 

President

ATTEST



Secretary

SCHEDULE B

Commitment No.: 3240019-1

GF No.: 3240019

EXCEPTIONS FROM COVERAGE

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

1. ~~The following restrictive covenants of record itemized below:~~
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's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2024, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2024, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan 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 Loan Policy (T-2) only.)

SCHEDULE B

(Continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan 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 Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Any purchase money lien created.
 - b. Right of Way Deed dated 08/14/1941 executed by F. H. Knight et ux to Farmers Electric Generating Cooperative, Inc., recorded in Volume 151, Page 195, Deed Records, Upshur County, Texas.
 - c. Public Utility Easement Agreement dated 01/14/2003 executed by L.A. Chevalier to Texas Water Systems Inc., recorded under County Clerk's File No. 200608351, Official Public Records, Upshur County, Texas.
 - d. Right of Way dated 09/06/2019 executed by L. A. Chevalier and Patricia Chevalier to Upshur Rural Electric Cooperative Corporation recorded under County Clerk's File No. 202001636, Official Public Records, Upshur County, Texas.
 - e. Telephone Right-of-Way Easement dated 08/06/1987 executed by Azell Chevalier to ETEX Telephone Cooperative, Inc. recorded in Volume 19, Page 269, Official Records, Upshur County, Texas.
 - f. Right-of-Way Easement dated 08/15/1957 executed by A. L. Means et ux to Upshur-Rural Electric Cooperative Corp. recorded under County Clerk's File No. 201808218, Official Public Records, Upshur County, Texas.
 - g. Right-of-Way Easement dated 05/13/2021 executed by Stanley Overstreet to Upshur Rural Electric Cooperative Corporation recorded under County Clerk's File No. 202207968, Official Public Records, Upshur County, Texas.
 - h. All utility and/or other easements, including but not limited to, public and/or private roadways, streets or alleys, and all underground easements whether visible or not.
 - i. 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.
 - j. Rights of parties in possession.
 - k. Interest in and to all oil, gas or other minerals, and all rights incident thereto, contained in instrument recorded under County Clerk's File No. 202009135, Official Public Records, Upshur County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).
 - l. 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 B

(Continued)

- m. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, 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 the geothermal energy and associated resources below the surface of the land that are not listed.

SCHEDULE C

Commitment No.: 3240019-1

GF No.: 3240019

Your Policy will not cover loss, costs, attorney's 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 Loan 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. Obtain and file for record RELEASE OF LIEN covering:

Deed of Trust (Security Agreement, Assignment of Leases, Assignment of Rents and Financing Statement) dated 01/03/2022 recorded under County Clerk's File No. 202200040, Official Public Records, Upshur County, Texas, executed by Austan, LLC, a Texas Limited Liability Company, to William Byron Norton, Trustee, given to secure the payment of one certain promissory note in the principal sum of [REDACTED] payable to the order of East Texas Professional C.U. and subject to all the terms, conditions, and stipulations contained therein.

Extension of Real Estate Note and Lien effective 12/03/2022 recorded under County Clerk's File No. 202300482, Official Public Records, Upshur County, Texas.

Modification and Extension of Real Estate Note and Lien effective 01/03/2023 recorded under County Clerk's File No. 202307132, Official Public Records, Upshur County, Texas.

Modification and Extension of Real Estate Note and Lien effective 09/21/2023 recorded under County Clerk's File No. 202306780, Official Public Records, Upshur County, Texas.
6. Obtain and file for record WARRANTY DEED by Stanley Kipper Overstreet and Henry Stanley Overstreet, Managers of Austan, LLC, a Texas Limited Liability Company to Buyer(s) (TBD).
7. TITLE COMPANY REQUIRES signed copy of Settlement Statement.

SCHEDULE C

(Continued)

8. An "Affidavit as to Debts and Liens" must be completed by Owner/Seller, executed, notarized and returned prior to issuance of policy.
9. Tax certificates must show all taxes paid in full, to and including the year 2023. Any taxes shown on such certificates to be due or payable, must be paid at, or prior to, closing, and we must be furnished with copies of the receipt for payment of such taxes.
10. "Rights of parties in possession" shown in Schedule B of this commitment will be deleted from the Owner's Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that they understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.
11. This commitment is issued for the use and benefit of the parties named as Proposed Seller(s), Proposed Buyer(s) and/or the Proposed Lender(s), and it can not be used by any other party for any benefit whatsoever, nor should it be relied upon for any other party for any use whatsoever.

NOTICE: The title insurance policy being issued to you contains an arbitration provision.

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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. NOT APPLICABLE TO TEXAS RESIDENTIAL OWNER POLICY (T-1R).

SCHEDULE D

Commitment No.: 3240019-1

GF No.: 3240019

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, Commonwealth Land Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

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

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

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

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

CENTRAL VENTURE, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, D/B/A CENTRAL TITLE COMPANY

Shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:

Drew Jackson (18.92875%); John Lenhart (18.92875%); A.S.J. Siblings, L.L.C., a Texas Limited Liability Company owned by Sarah Monsour-33.33%, Anne Blaylock-33.33%, and John Lenhart-33.33% (14.285%); Darbex Management, L.L.C., a Texas Limited Liability Company owned by John Miles Darby-100% (18.92875%); Sarah Monsour (18.92875%), Steve Bodenheimer (10.00%)

Shareholder, owner, partner, or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent: **None**

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: **None**

If the Title Insurance Agent is a corporation, the following is a list of its officers:

John Miles Darby, President/CEO; Drew Jackson, Secretary/Treasurer; Kathy Newsom, Senior Vice President/COO; Ben Robertson, Senior Vice President.

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

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

Owner's Policy	\$	2,677.00
Total	\$	2,677.00

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:

SCHEDULE D
(Continued)

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.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 3240019-1

GF No.: 3240019

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

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.

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

(800)925-0965

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104

AUSTIN, TEXAS 78714-9104

FAX NO. (512)490-1007

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

(800)925-0965

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104

AUSTIN, TEXAS 78714-9104

FAX NO. (512)490-1007



PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information:

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability:

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information:

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information:

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers:

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security:

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Privacy Policy
3240019

LONGVIEW	TYLER	MARSHALL	GILMER	HALLSVILLE
2002 Judson Rd, Ste 300 Longview, Texas 75605 Main: (903) 757-2713 Fax (903) 757-6510	6783 Old Jacksonville Hwy Tyler, Texas 75703 Main: (903) 534-8917 Fax: (903) 534-8893	P.O. Box 269 Marshall, Texas 75671 Main: (903) 935-1971 Fax: (903) 935-2001	120 Davis Street Gilmer, Texas 75644 Main: (903) 843-2316 Fax: (903) 843-5436	212 Renaissance Drive Hallsville, Texas 75650 Main: (903) 843-2316 Fax: (903) 668-2549

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE

Issued By

COMMONWEALTH LAND TITLE INSURANCE COMPANY

We (Commonwealth Land Title Insurance Company) 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.

Countersigned
Central Title Company

By: 

Authorized Countersignature

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By: 

ATTEST President


Secretary

LEGAL DESCRIPTION

BEING 1.50 acres of land situated in the William McFadden Survey, A-295, Upshur County, and being part of the residue of a 5 acre tract described in a deed to Azell Chevalier and Patricia Chevalier, recorded in Volume 390, Page 724, Upshur County Deed Records, (UCDR), and part of a called 3 1/3 acre tract described in a deed to Azell Chevalier and Patricia Chevalier, recorded in Volume 395, Page 141, (UCDR) said 1.50 acre tract being more particularly described by metes and bounds as follows as shown on the plat prepared by MTX Surveying, LLC on file as Job No. 20499, Dwg. No. 20499-2 (Bearing Basis: SPC Texas North Central 4202, NAD83, GRID):

BEGINNING at a 1/2" iron rod with a plastic cap stamped "MTX Surveying" set on the South right of way of Highway 154 for the Northeast corner of this tract, same being the Northeast corner of said 3 1/3 acre tract and being the Northwest corner of a called 2.00 acre tract described in a deed to Eileen Devona Stanfield, recorded in Volume 870, Page 210, (UCOPR) from which a 1/2" iron rod with a plastic cap stamped (Turner 4606) found for the Northeast corner of said 2.00 acre tract bears S 78 deg. 39 min. 58 sec. E 158.64 feet and a 4" wood fence corner post bears S 10 deg. 45 min. 59 sec. W, 7.65';

THENCE S 10 deg. 45 min. 59 sec. W with the East boundary line of said 3 1/3 acre tract and the West line of said 2.00 acre tract 188.03 feet to a 1/2" iron rod with plastic cap stamped "MTX Surveying", set for the Northeast corner of a 1.267 acre (Tract 3) as surveyed on the same date from which a set 1/2" iron rod with a plastic cap stamped "MTX Surveying" for the Southeast corner of said 1.267 acre (Tract 3) bears S 10 deg. 45 min. 59 sec. W, 290.31 feet;

THENCE N 79 deg. 14 min. 01 sec. W over and across said 3 1/3 acre tract and with the North line of said 1.267 acre (Tract 3), at 188.10 feet pass a 1/2" iron rod with plastic cap stamped "MTX Surveying", set for the Northwest corner of said 1.267 acre (Tract 3) and the Northeast corner of a 1.267 acre (Tract 4) as surveyed continuing past the West line of said 3 1/3 acre tract and the East line of said residue of 5 acres tract, an overall distance of 346.28 feet to a 1/2" iron rod with a plastic cap stamped "MTX Surveying" set for the Southwest corner of this tract, same being on the East line of a 1.00 acre tract as surveyed on the same date;

THENCE N 11 deg. 54 min. 06 sec. E with the East line of said 1.00 acre tract, 191.46 feet to a 1.2" iron rod with plastic cap stamped "MTX Surveying", set for the Northeast corner of said 1.00 acre tract on the South right of way of Highway 154;

THENCE S 78 deg. 39 min. 58 sec. E with the South right of way of Highway 154, 342.50 feet to the Place of Beginning and containing 1.50 acres of land, more or less.

THIS COMPANY DOES NOT GUARANTEE THAT THE ABOVE SQUARE FOOTAGE AND/OR ACREAGE CALCULATIONS ARE CORRECT.