

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: July 31, 2009, 08:00 am

G.F. No. or File No. WR-09-188

Commitment No. \_\_\_\_\_ issued: August 14, 2009, am  
(if applicable)

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 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 MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (e) MORTGAGEE 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:  
**Perry Von Gontard and wife, Karen Von Gontard**
4. Legal description of the land:  
**See Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.**

Being the same property described in Deed dated April 26, 2002, executed by Ernest C. Walker, Jr. and wife, Lori Walker to Perry Von Gontard and wife, Karen Von Gontard, recorded in Volume 728, Page 238, Official Public Records of Waller County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area of quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Countersigned  
Botts Title Company - Waller County  
By Aimee Schold  
Authorized Signature

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B

#### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' 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):  
  
**Covenants, conditions, reservations, easements, building lines and restrictions as set forth in instrument recorded in Volume 579, Page 33, Volume 585, Page 908, Volume 589, Page 5 and Volume 728, Page 238, Official Records of Waller County, Texas. NOTE: To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.**
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 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 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 2009, 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 Mortgage 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 \_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to

Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy (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. (Owner's Title Policy Only)**
  - b. Such presently valid and subsisting easements, if any, to which the above property is subject, as may be actually located upon the ground, which are not of record.
  - c. Any portion of the property herein described, if any, which falls within the boundaries of any road or roadway.
  - d. 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.
  - e. The tax certificate furnished by the taxing authorities is issued on real property only. It does not include taxes on the mineral estate and/or personal property, therefore, no liability is assumed hereunder for the payment of said taxes on the mineral estate and/or personal property.
  - f. Covenants, conditions, reservations, easements, building lines and restrictions as set forth in instrument recorded in Volume 579, Page 33, Volume 585, Page 908, Volume 589, Page 5 and Volume 728, Page 238, Official Records of Waller County, Texas. NOTE: To the extent that these restrictions violate 42USC3604(c) by indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, such restrictions are hereby omitted.
  - g. Right of Way Easement dated December 1, 1961, executed by J. C. Nelson to San Bernard Electric Cooperative, Inc., recorded in Volume 170, Page 460, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
  - h. Right of Way Easement dated September 24, 1976, executed by Cox Enterprises, Inc. to San Bernard Electric Cooperative, Inc., recorded in Volume 271, Page 207, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
  - i. Right of Way Easement dated July 19, 1982, executed by Nine Bar Ranch to San Bernard Electric Cooperative, Inc., recorded in Volume 343, Page 53, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
  - j. Right of Way Easement dated July 19, 1982, executed by Nine Bar Ranch to San Bernard Electric Cooperative, Inc., recorded in Volume 346, Page 633, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
  - k. Right of Way Easement dated June 15, 1983, executed by Cox Enterprises, Inc. to San Bernard Electric Cooperative, Inc., recorded in Volume 355, Page 666, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
  - l. Right of Way Easement dated February 8, 1984, executed by Nine Bar Ranch to San Bernard Electric Cooperative, Inc., recorded in Volume 365, Page 506, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

- m. Right of Way Easement dated November 21, 1983, executed by Nine Bar Ranch to San Bernard Electric Cooperative, Inc., recorded in Volume 365, Page 526, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- n. Right of Way Easement dated February 11, 1985, executed by Cox Enterprises, Inc. to Southwestern Bell Telephone Company, recorded in Volume 377, Page 737, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- o. Right of Way Easement dated November 9, 1993, executed by Nine Bar Ranch, Inc. to San Bernard Electric Cooperative, Inc., recorded in Volume 518, Page 387, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- p. Right of Way Easement dated June 22, 1995, executed by Nine Bar Ranch, Inc. to San Bernard Electric Cooperative, Inc., recorded in Volume 533, Page 63, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- q. Right of Way Easement dated January 23, 1999, executed by Jennifer A. May and Franklin E. May to San Bernard Electric Cooperative, Inc., recorded in Volume 618, Page 514, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- r. Right of Way Easement dated February 9, 2001, executed by H. Glenn Ferguson and Judith L. Ferguson to San Bernard Electric Cooperative, Inc., recorded in Volume 689, Page 156, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- s. Instrument dated June 28, 1976, executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased to Kirby Group, et al, recorded in Volume 266, Page 458, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- t. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and Oscar Kirby to Kirby Group, et al, recorded in Volume 266, Page 469, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- u. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and Charlotte Kirby Bean and Dale Bean to Kirby Group, et al, recorded in Volume 266, Page 488, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- v. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and Brady Barrs, Jr. and Otto Barrs to Kirby Group, et al, recorded in Volume 266, Page 507, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- w. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and Mildred Kirby Barrs and Brady Barr to Kirby Group, et al, recorded in Volume 266, Page 526, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- x. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker,

- Deceased and Phoebe Kirby Rose and Wallace Rose to Kirby Group, et al, recorded in Volume 266, Page 545, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- y. Instrument executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Deceased and John Beasley and Bernadine Beasley, recorded in Volume 266, Page 592, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- z. Royalty Deed dated May 13, 1947, executed by Willene Compton to J. J. Duccett, recorded in Volume 106, Page 402, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- aa. Mineral and/or Royalty Reservation(s) appearing in Deed dated September 11, 1957, executed by Willene Compton to E. Keith Chunn, M.D., recorded in Volume 150, Page 395, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- bb. Mineral and/or Royalty Reservation(s) appearing in Deed dated July 8, 1977, executed by John C. Nelson, et al to Cox Enterprises, Inc., recorded in Volume 277, Page 579, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- cc. Mineral and/or Royalty Reservation(s) appearing in Deed dated July 8, 1977, executed by John C. Nelson and wife, Hilda Nelson to Cox Enterprises, Inc., recorded in Volume 277, Page 586, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- dd. Mineral and/or Royalty Reservation(s) appearing in Deed dated June 30, 1964, executed by Hallie Browne Robinson, Guardian to J. C. Nelson, recorded in Volume 186, Page 618, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- ee. Mineral Deed and Royalty Transfer dated July 8, 1932, executed by J. J. Perry and wife, Suley Perry to Geo H. Coates, recorded in Volume 55, Page 553, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- ff. Mineral and/or Royalty Conveyance appearing in Deed dated September 22, 1954, executed by Sam W. Becker, Sr. to Aileen Vivian Becker Gordon, recorded in Volume 137, Page 166, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- gg. Implied mineral reservation by surface only conveyance in Partition Deed dated June 1, 1975, executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam W. Becker, Sr., Deceased and Galvin Mayo Becker, Individually and as Independent Executor and Trustee of the Estate of Sam W. Becker, Jr., Deceased, recorded in Volume 259, Page 597, Deed Records of Waller County, Texas, and as same is affected by that certain agreement and conveyance dated March 29, 1976, executed by Minnie R. Becker, Individually and as Trustee and Galvin Mayo Becker, Individually, recorded in Volume 264, Page 359, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- hh. Mineral and/or Royalty Reservation(s) appearing in instrument dated July 1, 1976, executed by Minnie R. Becker, Individually and as Trustee under the Will of Sam Becker, Deceased to Cox Enterprises, Inc., recorded in Volume 266, Page 605, Deed Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

- ii. Mineral and/or Royalty Reservation(s) appearing in Deed dated January 29, 1998, executed by TGL, Inc. to Jennifer A. May and Franklin E. May, recorded in Volume 584, Page 479, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- jj. Mineral and/or Royalty Reservation(s) appearing in Deed dated April 26, 2002, executed by Ernest C. Walker, Jr. and wife, Lori Walker to Perry Von Gontard and wife, Karen Von Gontard, recorded in Volume 728, Page 238, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- kk. Changes in boundary caused by forces of accretion, erosion or avulsion of any creek, stream or body of water affecting the property.
- ll. Roadway and Utility Easements dated January 23, 1998, recorded in Volume 579, Page 33, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- mm. Affidavit to the Public regarding on-site sewage facility requiring maintenance dated July 16, 2003, executed by Karen Von Gontard, recorded in Volume 790, Page 140, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.
- nn. Affidavit to the Public regarding on-site sewage facility requiring maintenance dated September 24, 2004, executed by Karen Von Gontard, recorded in Volume 858, Page 263, Official Public Records of Waller County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, 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. **Require all taxes be paid up and including 2008.**
6. **Require execution of an Affidavit as to Debts and Liens by Sellers.**
7. **Require execution of Waiver of Inspection form by Buyers.**
8. **This commitment was done without the benefit of an Earnest Money Contract. This commitment will be subject to conditions, stipulations, etc. contained in said contract between Buyer(s) and Seller(s).**
9. **Obtain and file for record a Release of Lien of the Deed of Trust**
  
10. **Obtain and file for record a Release of Lien of the Home Equity Deed of Trust**
  
11. **NOTE: A portion of the subject property is being taxed as agricultural value/exemption at the Waller County Appraisal District. Prior to closing the proposed transaction, all agricultural value/exemption may be subject to roll back taxes.**

12. Obtain and file for record a Warranty Deed from Perry Von Gontard and wife, Karen Von Gontard vesting title in Proposed Buyer(s).
13. If Company is to delete the appropriate portion on the standard survey exception and provide a T-19 endorsement, obtain on a form and in a manner acceptable to this Company a survey and field notes from a Registered Public Surveyor showing the following: (a) the location of all improvements, and showing the exact location of all building lines in relation to the property lines; (b) easements and/or rights of way dedicated or not, that a physical inspection of the premises might disclose; (c) indicating and labeling all encroachments, or on the face of the survey, "No Encroachments". Any survey required in the current transaction must be submitted to Company at least 24 hours prior to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey. **TITLE COMPANY WILL NOT AND DOES NOT ORDER SURVEYS.** The ordering of surveys is the responsibility of the parties.
14. If a Loan Policy contemplated by this commitment is subsequent issued to the proposed lender shown on Schedule A, at the request of the proposed lender, upon the **ISSUANCE** of the loan policy the insured lender on Schedule A of the loan policy will appear as follows: "Name of Proposed Lender", and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provision of Section 12(c) of the Conditions and Stipulations."
15. Title Company must be furnished with any closing package from lender at least 24 hours prior and 48 hours prior if a Home Equity Loan to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said closing instructions.
16. Underwriter requires a copy of photo identification of all parties executing documents at closing be kept in guarantee file. (i.e. Driver's License, Passport, Governmental ID)
17. All instruments must be created on forms satisfactory to Title Company.
18. Note to all Buyers, Sellers, Borrowers, Lenders and all parties interested in the transaction covered by this Commitment. The following constitutes major changes in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account. The term "Good Funds" is defined as:
  - (1) Cash or wire transfers;
  - (2) Certified funds, including certified checks and cashier's checks;
  - (3) Uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and
  - (4) Uncertified funds in amounts of \$1,500.00 or more, drafts and any other items when collected by the financial institution.

**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. **APPLIES TO LOAN POLICY ONLY.**



Scale : 1" = 200'

ROLLING HILLS  
SUBDIVISION  
SECTION 6

972.97'

N 89° 01' 28" E 972.97'

1-1/4" P.D.

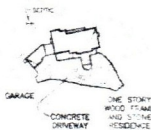
489.80'

489.80'

RESIDUE OF  
TRACT E - 13  
42.146 AC.  
VOL. 728, PG. 238  
W.C.O.P.R.

1428.24'

S 89° 00' 30" E 1428.24'



GARAGE

WOOD FRAME  
AND STONE  
VENEER

CONCRETE  
DRIVEWAY



BARN

HORSE STALL

BARN



POND

1/2" I.P. SET FOR THE  
N.E. CORNER OF THE  
0.215 ACRE TRACT

300.71'

N 89° 00' 31" E 300.71'

788.59'

0.210 AC.  
VOL. 728, PG. 238  
W.C.O.P.R.

N 87° 42' 44" W  
14.00'

240.49'

N 89° 51' 34" W  
58.13'

N 74° 47' 50" W  
84.00'

S 24° 57' 27" W  
55.39'

HIGH SPIRIT RANCH RD  
60 FOOT WIDTH

TRACT E-6  
51.636 AC.  
VOL. 584, PG. 459  
W.C.O.P.R.

TRACT E-7  
46.898 AC.  
VOL. 584, PG. 471  
W.C.O.P.R.

970.28'

N 74° 37' 21" W  
970.28'

A.J.'S WAY  
60 FOOT WIDTH

1-1/4" P.D.