



**AGENT TRAINING
ZOOM MEETING**

<https://sanjac.zoom.us/j/5974192401>

Tuesday, May 18th 2021

7:00pm – 7:45pm

AGENDA

- 7:00pm** – Agent Sharing (listing/closing updates, personal news, etc. Please share 1 comment under 30 seconds)
- 7:08pm** – What to look for in the Title Commitment and Closing Disclosure (Leslie Hairston, American Title)
- 7:30pm** – **TREC Forms & Addenda Update** (TREC 20-15 Par.4 & Page 9, MUD, Appraisal)
- 7:40pm** - Educate your buyers in this crazy, competitive market
- 7:45pm** – **Comments / Questions**

7:00pm

Agent Sharing

Please prepare a story, idea, news or article about real estate that you feel would benefit the rest of us. If you have a new listing, buyer or closing that recently happened or will happen in the next 30 days let us know.

New Listings

New Buyers

Closings

Personal News (Birthday, Baby, Graduation, Travel, etc)

Keep it to 30 seconds

7:08pm

Title Commitment, Survey & Closing Disclosure



Leslie Hairston

DEER PARK / PASADENA

7730 Spencer Hwy, Suite 200

PASADENA, TX 77505

Office:281-479-1913

Leslie@atcdp.com

www.AmericanTitleHouston.com



TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

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 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.

COMMITMENT FOR TITLE INSURANCE

Issued by

American Title Company of Houston

File Number 3022921-01919

We, Title Resources Guaranty 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.

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.

American Title Company of Houston



Title Resources Guaranty Company

By: Paul M. Niedger
Vice President/Asst. Secretary

Michael P. Hayden
Secretary

An Authorized Signature

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

Minerals and Mineral Rights may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-526-8018 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.

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 not 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.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Title Resources Guaranty Company's toll-free telephone number for information or to make a complaint at:

1-800-526-8018

You may also write to Title Resources Guaranty Company at:

Attention: Claims Department
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Title Resources Guaranty Company's para obtener información o para presentar una queja al:

1-800-526-8018

Usted también puede escribir a Title Resources Guaranty Company:

Attention: Claims Department
8111 LBJ Freeway, Suite 1200
Dallas, TX 75251

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Title Resources Guaranty Company

SCHEDULE A

GF No. 3022921-01919

Address (for reference only): 127 Preston

Effective Date: May 9, 2021, 8:00 a.m.

Issue Date: May 14, 2021

1. The policy or policies to be issued are:

(a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)

Policy Amount: \$

PROPOSED INSURED:

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

Policy Amount: \$200,000.00

PROPOSED INSURED: [REDACTED] Molina and Jorge Antonio Alonso

(c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$200,000.00

PROPOSED INSURED: Gateway Mortgage Group, a branch of Gateway First Bank

Proposed Borrower: [REDACTED] and [REDACTED]

(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:

[REDACTED]

4. Legal description of land:

Lot One Hundred Twelve (112), of DEEPWATER, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 10, Page 73 of the Map Records of Harris County, Texas.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

Volume 10, Page 73 of the Map Records of Harris County, Texas, and in Volume 725, Page 739 and Volume 1892, Page 492 of the Deed Records of Harris County, Texas.

But deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) Relates to handicap but does not discriminate against handicapped persons.

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,

- to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
- to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- to filled-in lands, or artificial islands, or
- to statutory water rights, including riparian rights, or
- 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 2021, 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 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 2021 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 C

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 (We must insert matters or delete this exception.):

A. Rights of Parties in possession. (OWNER POLICY ONLY)

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

E. An easement 5 feet in width along the rear property line for use of public utilities, together with an unobstructed aerial easement adjoining thereto, being 5 feet wide from a plane 5 feet above the ground upwards, as shown by instrument recorded in Volume 1892, Page 492 of the Deed Records of Harris County, Texas.

F. No building shall be located nearer to the front lot line than 20 feet, nor nearer to any side street line than 10 feet; No building except a detached garage or other out-building located 65 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line, all as set forth instrument recorded in Volume 1892, Page 492 of the Deed Records of Harris County, Texas.

G. Easement granted to Houston Lighting & Power Company as shown by instrument recorded in Volume 1944, Page 497 of the Deed Records of Harris County, Texas.

H. Subject to the terms, conditions, and stipulations asserted under any and all leases, which may not necessarily be filed of record, with rights of tenants in possession. (Owner's Title Policy Only)

I. Subject to the zoning ordinances now in force in the City of Pasadena, Texas. (Owner's Title Policy Only)

J. Subject to the following item(s) as shown per survey prepared by Billy L. Shanks, R.P.L.S. No. 1821, dated May 11, 2021;

Rights or claims, if any of fence(s) traversing the utility easement(s).

"If the Endorsement T-19 is purchased, this exception is automatically deleted from the loan policy only."

Rights or claims, if any of adjoining property owner in and to that portion of insured premises lying between fence and the north and south Lot Line.

"If the Endorsement T-19 is purchased, this exception is automatically deleted from the loan policy only."

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:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - 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,
 - there is legal right of access to and from the land,
 - (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. NOTE: Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.
6. NOTE: You should understand that the Title Agent and Title Company have no knowledge of the condition of this property and it is the buyer's sole responsibility to determine same before closing.
7. Note: We find no outstanding mortgage liens of record affecting the subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness, which could give rise to any security interest in the subject property.
8. Notice of Lien for work or improvements, filed March 28, 2012 by Health Officer, City of Pasadena, in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 20120131844, to secure the repayment of the sum of \$ 262.66 plus interest and costs, for cutting weeds, clearing and cleaning of the subject property.
9. Notice of Lien for work or improvements, filed August 23, 2019 by Health Officer, City of Pasadena, in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. RP-2019-373631, to secure the repayment of the sum of \$ 284.67 plus interest and costs, for cutting weeds, clearing and cleaning of the subject property.
10. The County Clerk's Records of Harris County, Texas, reveal numerous Abstracts of Judgment and/or State and Federal Tax Liens against persons with names similar to MARIA TAMEZ. We must be furnished proper releases or acceptable proof in recordable form that they are not one and the same. RP-2019-146033; RP-2019-202941; RP-2019-202942 (See enclosed copies)
11. Notice of child support Lien filed October 21, 2016, under Harris County Clerk's File No. 20160476849, against Victor Molina, in the principal amount of \$37,524.00, plus costs and interest.

SCHEDULE D

12. Note to Closer: A search of the following name(s) Victor Molina, Jr., Idalia Alonso-Molina, and Jorge Antonio Alonso, listed as Purchasers herein, reflects the following Texas Workforce Commission Liens, Federal Judgments, National Liens or listed on the Anti-terrorist list, which may apply: None found of record.
13. Proposed insured will be required to execute a waiver of inspection at the time of closing, and an exception to "rights of parties in possession" will be contained in the owner's policy when issued; However, the proposed insured may request that this exception be omitted, in which case the company will require that an inspection be conducted by its agent, for which an inspection fee may be charged, and the company reserves the right to make additional exceptions in the policy to matters revealed by the inspection.
14. If this is a residential property, upon lender's request and payment of the \$15.00 premium, company will issue a Texas Residential Limited Coverage Chain of Title Policy (T-53) covering a period of 24 months, showing the following documents filed of record: None

NOTE to SELLER and BUYER: Title Agent will not automatically send a copy of the restrictive covenants and other documents that appear as exceptions to coverage (the "Exception Documents") in this Commitment. If you want Title Agent to send Exception Documents, you must make a written request. The request must identify the specific documents you want and tell us where to send and how to send them. After receipt of your written request, Title Agent will use reasonable efforts to comply with it.

NOTE TO CLOSER: Title is vested as shown above by Warranty Deed dated February 8, 2018 filed for record February 13, 2018 under Harris County Clerk's File No. RP-2018-60701 from MY TEXAS REALTY, LLC to RUBEN TAMEZ and spouse, MARIA TAMEZ.

(3022921-00549)

American Title Company of Houston

Authorized Officer or Agent

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

helen
FH (SURVEY) 05/13/2021
FH (BTD) 05/14/2021-BUYERS UPDATED, REQ. ADDED

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:

Owner's Policy	\$1,517.00
Loan Policy	\$100.00
Endorsement Charges	\$200.58
Other	\$0.00
Total	\$1,817.58

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

AMOUNT OR PERCENT	TO WHOM	FOR SERVICES
< -Amount and Percent>	< -Enter fee atty/OOC name>	< -enter service>
< -Amount and Percent>	< -Enter fee atty/OOC name>	< -enter service>

*The estimated premium is based upon information furnished us as 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.

The following disclosures are made by the Title Insurance Agent issuing this Commitment. The name of the insurance agent issuing this commitment is Secured Land Transfers LLC dba American Title Company of Houston:

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

Owners: TRG Maryland Holdings LLC

- (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: Title Resource Group LLC

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

DIRECTORS

Donald J. Casey, Donald W. Evans, Jr., Thomas N. Rispoli, Marilyn J. Wasser, J. Scott McCall;

OFFICERS

Scott Storck, President; Donald J. Casey, Chief Executive Officer; Sriram Someshwara, Senior Vice President and Chief Financial Officer; Michael P. Gozdan, Senior Vice President and Secretary; Marilyn J. Wasser, Executive Vice President and Assistant Secretary; Donald W. Evans, Jr., Senior Vice President; Robert Fitzpatrick, Senior Vice President; Lynette K. Gladdis, Senior Vice President and Assistant Secretary; Timothy B. Gustavson, Senior Vice President; Deborah Higgins, Senior Vice President; Thomas N. Rispoli, Senior Vice President and Assistant Secretary; Seth I. Truwit, Senior Vice President and Assistant Secretary; Walter

Patrick Mullen, Senior Vice President; Brian Alan Pitman, 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.
- (e) For purposes of this paragraph, "having, owning or controlling" includes the right to receipt of a percentage of the net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

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

Shareholders: Title Resource Group LLC.

Directors: Donald J. Casey, Michael P. Gozdan, Sriram Someshwara, J. Scott McCall, Thomas N. Rispoli, Donald W. Evans, Jr., Marilyn J. Wasser

Officers: J. Scott McCall-President/CEO, E. Paul McNutt, Jr-EVP, Michael P. Gozdan- Secretary, Jeffrey A. Gueiss, Chief Financial Officer

Title Resources Guaranty Company

DELETION OF ARBITRATION PROVISION (Not applicable to the Texas Residential Owner 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 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

SIGNATURE

DATE

NAME OF TITLE AGENT

3022921-01919
GF NUMBER OR FILE NUMBER

	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Title Resources Guaranty Company chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to https://www.titleresources.com/privacypolicy	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Realogy Title Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	<p>Please see our Privacy Policy located at https://www.titleresources.com/privacypolicy</p>
For our California Customers	<p>Please see our notice about the California Consumer Protection Act located at https://www.titleresources.com/privacypolicy</p>

	WHAT DOES American Title Company of Houston DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Title Company of Houston chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does American Title Company of Houston share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	https://www.americantitlehouston.com/	

Who we are	
Who is providing this notice?	American Title Company of Houston
What we do	
How does American Title Company of Houston protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Title Company of Houston collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Realogy Title Group.</i>
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Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.trgc.com/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.trgc.com/privacypolicy

Important Notice

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment for **limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

CONSENT TO ELECTRONIC COMMUNICATIONS

By opening the documents attached to the email which contains this Consent to Electronic Communications, you consent to receive disclosures from us (which includes our agents and service providers) electronically by email under the terms of this Consent to Electronic Communications. By consenting to the electronic delivery of disclosures, you agree that we may provide electronically any and all communications related to your real estate transaction, your mortgage, title insurance, our privacy policy, and any further disclosures required by federal or state law (the "Disclosures").

The Disclosures may include disclosures pursuant to: (1) the federal Equal Credit Opportunity Act and Regulation B; (2) the federal Fair Credit Reporting Act; (3) the federal Truth in Lending Act and Regulation Z; (4) the federal Electronic Funds Transfer Act and Regulation E; (5) the Real Estate Settlement Procedures Act; (6) the federal Gramm-Leach-Bliley Act; (7) the federal Telephone Consumer Protection Act; and (8) any other applicable federal, state or local law or regulation. Your consent applies not only to the Disclosures, but also to ancillary communications related to the Disclosures.

To electronically receive and view and electronically save or print the Disclosures, you must have: (1) a personal computing device with Internet access; (2) a widely-used, recent-generation web browser (for example, Internet Explorer, Safari, or Firefox); (3) a widely-used, recent-generation portable document file reader; (4) an email address; and (5) either a printer, hard drive, or other storage device. You understand that Disclosures may be sent to you by emails containing attachments in .pdf format or links to documents. You should make sure that any spam filter you use is set to allow receipt of messages from us. If the information you have supplied us for contacting you electronically changes, please notify us of your new contact information by replying to the email from which you received this Consent. You represent that you have the hardware, software, email address, and email capacities described above.

You may withdraw your consent to receipt of electronic disclosures at any time. However, if you do this, you may not be able to do business with us electronically. You can withdraw your consent to receipt of electronic disclosures by replying to the email from which you received this Consent. Include your name, address of the property being sold, purchased or refinanced together with the GF or file number, in any such request. If you do this, you may not be able to do business with us on a going forward basis electronically, but this will not affect any Disclosures provided to you electronically prior to your withdrawal. You have the option to receive any information that we have provided electronically in paper form at no cost to you. To obtain a paper copy, please contact us by replying to the email from which you received this Consent.

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	4/15/2013	Borrower	Michael Jones and Mary Stone	Loan Term	30 years
Closing Date	4/15/2013		123 Anywhere Street	Purpose	Purchase
Disbursement Date	4/15/2013		Anytown, ST 12345	Product	Fixed Rate
Settlement Agent	Epsilon Title Co.	Seller	Steve Cole and Amy Doe	Loan Type	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA
File #	12-3456		321 Somewhere Drive		<input type="checkbox"/> VA <input type="checkbox"/>
Property	456 Somewhere Ave	Lender	Anytown, ST 12345	Loan ID #	123456789
	Anytown, ST 12345		Ficus Bank	MIC #	000654321
Sale Price	\$180,000				

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$761.78	NO
Does the loan have these features?		
Prepayment Penalty	YES	As high as \$3,240 if you pay off the loan during the first 2 years
Balloon Payment	NO	

Projected Payments			
Payment Calculation	Years 1-7		Years 8-30
Principal & Interest	\$761.78		\$761.78
Mortgage Insurance	+	82.35	+ —
Estimated Escrow <i>Amount can increase over time</i>	+	206.13	+ 206.13
Estimated Total Monthly Payment	\$1,050.26		\$967.91
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	\$356.13 a month	This estimate includes <input checked="" type="checkbox"/> Property Taxes In escrow? YES <input checked="" type="checkbox"/> Homeowner's Insurance YES <input checked="" type="checkbox"/> Other: Homeowner's Association Dues NO <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>	

Costs at Closing	
Closing Costs	\$9,712.10 Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs - \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$14,147.26 Includes Closing Costs. See Calculating Cash to Close on page 3 for details.

Calculating Cash to Close	Use this table to see what has changed from your Loan Estimate.		
	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$8,054.00	\$9,712.10	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	-\$29.80	YES • You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	-\$10,000.00	-\$10,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	-\$2,500.00	YES • See Seller Credits in Section L
Adjustments and Other Credits	\$0	-\$1,035.04	YES • See details in Sections K and L
Cash to Close	\$16,054.00	\$14,147.26	

Summaries of Transactions		Use this table to see a summary of your transaction.	
BORROWER'S TRANSACTION		SELLER'S TRANSACTION	
K. Due from Borrower at Closing	\$189,762.30	M. Due to Seller at Closing	\$180,080.00
01 Sale Price of Property	\$180,000.00	01 Sale Price of Property	\$180,000.00
02 Sale Price of Any Personal Property Included in Sale		02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$9,682.30	03	
04		04	
Adjustments		05	
05		06	
06		07	
07		08	
Adjustments for Items Paid by Seller in Advance		Adjustments for Items Paid by Seller in Advance	
08 City/Town Taxes to		09 City/Town Taxes to	
09 County Taxes to		10 County Taxes to	
10 Assessments to		11 Assessments to	
11 HOA Dues 4/15/13 to 4/30/13	\$80.00	12 HOA Dues 4/15/13 to 4/30/13	\$80.00
12		13	
13		14	
14		15	
15		16	
L. Paid Already by or on Behalf of Borrower at Closing	\$175,615.04	N. Due from Seller at Closing	\$115,665.04
01 Deposit	\$10,000.00	01 Excess Deposit	
02 Loan Amount	\$162,000.00	02 Closing Costs Paid at Closing (J)	\$12,800.00
03 Existing Loan(s) Assumed or Taken Subject to		03 Existing Loan(s) Assumed or Taken Subject to	
04		04 Payoff of First Mortgage Loan	\$100,000.00
05 Seller Credit	\$2,500.00	05 Payoff of Second Mortgage Loan	
Other Credits		06	
06 Rebate from Epsilon Title Co.	\$750.00	07	
07		08 Seller Credit	\$2,500.00
Adjustments		09	
08		10	
09		11	
10		12	
11		13	
Adjustments for Items Unpaid by Seller		Adjustments for Items Unpaid by Seller	
12 City/Town Taxes 1/1/13 to 4/14/13	\$365.04	14 City/Town Taxes 1/1/13 to 4/14/13	\$365.04
13 County Taxes to		15 County Taxes to	
14 Assessments to		16 Assessments to	
15		17	
16		18	
17		19	
CALCULATION		CALCULATION	
Total Due from Borrower at Closing (K)	\$189,762.30	Total Due to Seller at Closing (M)	\$180,080.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$175,615.04	Total Due from Seller at Closing (N)	-\$115,665.04
Cash to Close <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$14,147.26	Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$64,414.96

If We Have Time

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid by Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges	\$1,802.00				
01 0.25 % of Loan Amount (Points)	\$405.00				
02 Application Fee	\$300.00				
03 Underwriting Fee	\$1,097.00				
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For	\$236.55				
01 Appraisal Fee to John Smith Appraisers Inc.					\$405.00
02 Credit Report Fee to Information Inc.		\$29.80			
03 Flood Determination Fee to Info Co.	\$20.00				
04 Flood Monitoring Fee to Info Co.	\$31.75				
05 Tax Monitoring Fee to Info Co.	\$75.00				
06 Tax Status Research Fee to Info Co.	\$80.00				
07					
08					
09					
10					
C. Services Borrower Did Shop For	\$2,655.50				
01 Pest Inspection Fee to Pests Co.	\$120.50				
02 Survey Fee to Surveys Co.	\$85.00				
03 Title - Insurance Binder to Epsilon Title Co.	\$650.00				
04 Title - Lender's Title Insurance to Epsilon Title Co.	\$500.00				
05 Title - Settlement Agent Fee to Epsilon Title Co.	\$500.00				
06 Title - Title Search to Epsilon Title Co.	\$800.00				
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)	\$4,694.05				
Loan Costs Subtotals (A + B + C)	\$4,664.25	\$29.80			
Other Costs					
E. Taxes and Other Government Fees	\$85.00				
01 Recording Fees Deed: \$40.00 Mortgage: \$45.00	\$85.00				
02 Transfer Tax to Any State			\$950.00		
F. Prepays	\$2,120.80				
01 Homeowner's Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96				
02 Mortgage Insurance Premium (mo)					
03 Prepaid Interest (\$17.44 per day from 4/15/13 to 5/1/13)	\$279.04				
04 Property Taxes (6 mo.) to Any County USA	\$631.80				
05					
G. Initial Escrow Payment at Closing	\$412.25				
01 Homeowner's Insurance \$100.83 per month for 2 mo.	\$201.66				
02 Mortgage Insurance per month for mo.					
03 Property Taxes \$105.30 per month for 2 mo.	\$210.60				
04					
05					
06					
07					
08 Aggregate Adjustment	- 0.01				
H. Other	\$2,400.00				
01 HOA Capital Contribution to HOA Acre Inc.	\$500.00				
02 HOA Processing Fee to HOA Acre Inc.	\$150.00				
03 Home Inspection Fee to Engineers Inc.	\$750.00			\$750.00	
04 Home Warranty Fee to XYZ Warranty Inc.			\$450.00		
05 Real Estate Commission to Alpha Real Estate Broker			\$5,700.00		
06 Real Estate Commission to Omega Real Estate Broker			\$5,700.00		
07 Title - Owner's Title Insurance (optional) to Epsilon Title Co.	\$1,000.00				
08					
I. TOTAL OTHER COSTS (Borrower-Paid)	\$5,018.05				
Other Costs Subtotals (E + F + G + H)	\$5,018.05				
J. TOTAL CLOSING COSTS (Borrower-Paid)	\$9,712.10				
Closing Costs Subtotals (D + I)	\$9,682.30	\$29.80	\$12,800.00	\$750.00	\$405.00
Lender Credits					

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$285,803.36
Finance Charge. The dollar amount the loan will cost you.	\$118,830.27
Amount Financed. The loan amount available after paying your upfront finance charge.	\$162,000.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.174%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	69.46%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Epsilon Title Co.
Address	4321 Random Blvd. Somecity, ST 12340		789 Local Lane Somestown, ST 12345	987 Suburb Ct. Someplace, ST 12340	123 Commerce Pl. Somecity, ST 12344
NMLS ID					
ST License ID			Z765416	Z61456	Z61616
Contact	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
Contact NMLS ID	12345				
Contact ST License ID			P16415	P51461	PT1234
Email	joesmith@ficusbank.com		sam@omegare.biz	joe@alphare.biz	sarah@epsilontitle.com
Phone	123-456-7890		123-555-1717	321-555-7171	987-555-4321

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature

Date

Co-Applicant Signature

Date

TREC 20-14 Paragraph 4 (Leases)

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

- A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
- B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

Is there an existing tenant occupying the property that has a valid lease? Will they be out before the closing or are they staying? Requires TREC 50-1 Addendum Regarding Residential Leases

Does the seller have a lease on anything that is attached to the home such as Solar Panels, Security System, Water Softener, Satellite Dish, etc. Requires TREC 52-0 Addendum Regarding Fixture Leases

Does the seller have an existing lease in place on oil & gas, minerals, water, wind or other natural resources? This is usually found in rural areas where utility companies will have a lease to be able to use a person's land to put their windmills or oil rigs, etc. If such a lease is in place, that lease must be provided to the buyer either upfront (C1) or within X days (C2).

ANY LEASE ON THE PROPERTY MUST BE DISCLOSED

Contract Concerning _____ Page 9 of 11 11-10-2020
(Address of Property)

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Seller

Buyer Seller

Who puts in the date to execute the contract?

Normally the AGENT that has the contract last (after both parties have signed) is supposed to enter the execution date and then send a copy back to the other agent and the title company. However, do not assume that the other agent did this. Always check to be sure the copy you have has been signed by both parties and EXECUTED. If it has been signed by both parties but the other agent forgot to put the date in, then YOU are responsible for doing it. All of the timelines in the contract are dependent upon this date. It's a BIG DEAL



Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see NOTE at bottom of page.

1) The real property, described below, that you are about to purchase is located in the HC MUD 381 District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.62 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$0.62 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued in \$19,300,000.00, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$13,120,000.00.

2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

3) Mark an "X" in one of the following three spaces and then complete as instructed.

- Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).
- Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).
- Notice for Districts that are NOT Located in Whole or in Part within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities.

A) The district is located in whole or in part within the corporate boundaries of the City of Houston. The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of . By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows: Lot 21, Blk 4, Durham Park, Sec 4.

Signature of Seller Jesus Hernandez Date Signature of Seller Maria Hernandez Date

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

My Anderson Signature of Purchaser Date Signature of Purchaser Date

NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 1, 2021" for the words "this date" and place the correct calendar year in the appropriate space.

M.U.D. Bond Information

District Name	County	Tax Rate	Tax Year	Bonds Authorized	Bonds Issued
Harris Co MUD # 378	Harris			\$0.00	\$0.00
Harris Co MUD # 379	Harris			\$0.00	\$0.00
Harris Co MUD # 380	Harris			\$0.00	\$0.00
Harris Co MUD # 381	Harris	\$0.62	2018	\$19,300,000.00	\$13,120,000.00
Harris Co MUD # 382	Harris	\$0.55	2018	\$60,000,000.00	\$13,380,000.00
Harris Co MUD # 383	Harris	\$0.75	2018	\$122,500,000.00	\$51,320,000.00
Harris Co MUD # 386	Harris	\$0.47	2018	\$0.00	\$0.00
Harris Co MUD # 387	Harris			\$0.00	\$0.00
Harris Co MUD # 388	Harris			\$0.00	\$0.00
Harris Co MUD # 389	Harris	\$0.94	2018	\$23,200,000.00	\$16,060,000.00
Harris Co MUD # 390	Harris	\$0.70	2019	\$80,550,000.00	\$47,345,000.00
Harris Co MUD # 391	Harris	\$1.11	2018	\$87,500,000.00	\$64,260,000.00
Harris Co MUD # 393	Harris	\$0.70	2018	\$51,470,000.00	\$11,710,000.00
Harris Co MUD # 393	Harris	\$0.70	2018	\$51,470,000.00	\$11,710,000.00
Harris Co MUD # 396	Harris	\$0.62	2018	\$47,100,000.00	\$23,745,000.00
Harris Co MUD # 397	Harris	\$0.61	2018	\$53,140,000.00	\$26,040,000.00
Harris Co MUD # 399	Harris	\$1.03	2018	\$44,625,000.00	\$13,865,000.00
Harris Co MUD # 400	Harris	\$0.93	2018	\$154,835,000.00	\$63,185,000.00
Harris Co MUD # 401	Harris	\$1.01	2018	\$59,520,000.00	\$37,285,000.00
Harris Co MUD # 403	Harris			\$0.00	\$0.00
Harris Co MUD # 404	Harris	\$0.86	2018	\$54,900,000.00	\$8,750,000.00
Harris Co MUD # 405	Harris	\$1.30	2018	\$38,400,000.00	\$3,110,000.00
Harris Co MUD # 406	Harris	\$1.00	2018	\$173,450,000.00	\$51,625,000.00
Harris Co MUD # 407	Harris	\$0.32	2018	\$9,000,000.00	\$5,980,000.00
Harris Co MUD # 409	Harris			\$0.00	\$0.00
Harris Co MUD # 410	Harris	\$0.56	2018	\$51,000,000.00	\$14,115,000.00
Harris Co MUD # 411	Harris	\$0.66	2018	\$50,000,000.00	\$8,695,000.00
Harris Co MUD # 412	Harris	\$0.93	2018	\$93,800,000.00	\$33,705,000.00
Harris Co MUD # 415	Harris	\$0.80	2018	\$165,500,000.00	\$3,220,000.00
Harris Co MUD # 416	Harris	\$0.65	2018	\$65,685,000.00	\$12,575,000.00
Harris Co MUD # 418	Harris			\$0.00	\$0.00
Harris Co MUD # 419	Harris	\$0.94	2018	\$269,180,000.00	\$145,730,000.00
Harris Co MUD # 420	Harris	\$1.21	2018	\$20,600,000.00	\$8,795,000.00
Harris Co MUD # 421	Harris	\$1.25	2018	\$82,350,000.00	\$3,150,000.00
Harris Co MUD # 422	Harris	\$1.50	2018	\$331,500,000.00	\$6,175,000.00



ADDENDUM CONCERNING RIGHT TO TERMINATE DUE TO LENDER'S APPRAISAL

Use only if the Third Party Financing Addendum is attached to the contract and the transaction does not involve FHA insured or VA guaranteed financing



CONCERNING THE PROPERTY AT: _____
(Street Address and City)

The financing described in the Third Party Financing Addendum attached to the contract for the sale of the above-referenced Property does not involve FHA or VA financing. (Check one box only)

- (1) **WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements.

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to the appraisal.

- (2) **PARTIAL WAIVER.** Buyer waives Buyer's right to terminate the contract under Paragraph 2B of the Third Party Financing Addendum if:

(i) Property Approval is not obtained because the opinion of value in the appraisal does not satisfy lender's underwriting requirements; and

(ii) the opinion of value is \$ _____ or more.

If the lender reduces the amount of the loan due to the opinion of value, the cash portion of Sales Price is increased by the amount the loan is reduced due to the appraisal.

- (3) **ADDITIONAL RIGHT TO TERMINATE.** In addition to Buyer's right to terminate under Paragraph 2B of the Third Party Financing Addendum, Buyer may terminate the contract within _____ days after the Effective Date if:

(i) the appraised value, according to the appraisal obtained by Buyer's lender, is less than \$ _____; and

(ii) Buyer delivers a copy of the appraisal to the Seller.

If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer.

Buyer

Seller

Buyer

Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC NO. 49-1.

Box 1

If your client selects this choice, she ... waives her right to terminate if the appraisal doesn't satisfy the lender's underwriting requirements. The form says if the lender reduces the amount of the loan, the buyer covers the difference between the loan and the sales price.

Your client may be interested in selecting this box if she ... has the cash to make up any difference between the loan offer and the sales price, and She really wants the property.

She's competing against multiple offers and wants to show the seller she's serious.

Make sure your client ... understands the financial consequences.

Example 1: The sale price of the property is \$200,000, your client is making a \$40,000 downpayment, and seeking \$160,000 in financing. The appraisal comes in at \$170,000, so now the lender will only loan \$130,000.

Box 2

If your client selects this choice, she ... is waiving her right to terminate depending on the amount she selects for the space in (2)(ii), if the appraisal doesn't satisfy the lender's underwriting requirements. The form says if the lender reduces the amount of loan because of the appraisal, and the appraisal is equal to or more than the amount written in (2)(ii), the buyer covers the difference between the loan and the sale price.

Your client may be interested in selecting this box if she ... has some cash to make up the difference between the loan offer and the sales price, but only to a certain amount, and

•She really wants the property.

•She's competing against multiple offers and wants to show the seller she's serious.

Make sure your client ... understands and carefully chooses the amount for the space in (2)(ii).

Example 2: The sale price of the property is \$200,000, your client is making a \$40,000 downpayment, and seeking \$160,000 in financing. The appraisal comes in at \$170,000, so now the lender will only loan \$130,000.

Box 3

If your client selects this choice, she ... has an additional right to terminate the contract due to the appraisal in certain circumstances.

Your client may be interested in selecting this box if she ...

Wants an option to terminate if the property doesn't appraise for a certain amount

Is concerned a lower appraisal might still meet the lender's underwriting requirements—if, for example, she is providing a higher downpayment—preventing her from terminating under Paragraph 2(B) of the Third Party Financing Addendum.

Make sure your client ... carefully considers the appraisal amount she is comfortable with and selects a time period that gives the lender enough time to obtain an appraisal.

Example 4: The sale price of the property is \$200,000, your client is making a \$60,000 downpayment, and seeking \$140,000 in financing. The appraisal comes in at \$180,000, but the lender will still loan \$140,000.

What are YOU required to disclose?

Is it different depending on which agent you are? In some cases, yes

MUST DISCLOSE

Murder on Property
Death Caused By Property
Known Defects
Flooding
Previous Insurance Claims
Foundation Issues
Liens or Judgements
Leases on the Property
Environmental Issues on Property

NOT REQUIRED TO DISCLOSE

Suicide in Home
Death by Natural Causes
Sex Offenders in Area (web link)
School Ratings (web link)
Crime Rate (web link)

*You are allowed to disclose these
just not required to*

CANNOT DISCLOSE

If Someone has AIDS in the Home
Protected Classes (Race/Religion/etc)
Why They Are Moving
Divorce
Medical Conditions

Remember your Fiduciary Duty

I didn't know is not a good excuse

ASK these questions when you list a home

Look over the Seller's Disclosure for Obvious Mistakes

7:40

Educating your BUYER clients in this crazy market we are in

- 1) Before you show them any home be sure explain the buying process with them from looking for homes, to offering on a home, what happens in between, what to expect at closing, closing costs, etc
- 2) Set them up in HAR with their own PORTAL based on the criteria they gave you (their MUST HAVES). Let them know that Zillow is not where we will be looking for homes
- 3) When they find a home or homes they like, go ahead and download the 360 printout that includes the MLS info, Tax info, history archives, and flood map. Also, download all of the disclosures provided by the listing agent and then run some comps for that home. Send a separate email to your buyer for each home they are interested in and tell them to review ALL OF IT. If they are still interested in the house see if they can do a drive-by BEFORE you schedule a showing. By doing these steps, you will limit your showings to homes the buyer has vetted and seems to be very serious about. We don't want to waste our time or theirs seeing homes we could have eliminated earlier just by doing the steps listed above.
- 4) Schedule a showing ASAP (first 2 days of the listing) to avoid being left out. Read the AGENT REMARKS before you show it and before you submit an offer (they may have changed). Look for Multiple Offer remarks or stipulations about what the contract must have.
- 5) Before submitting an offer discuss with your client what it's going to take to WIN the bidding war based on the activity in the neighborhood and price range. More Earnest Money, Shorter Option Periods, No Home Warranties, Appraisal Waivers, Quicker Closing Dates, etc are all ways to make your offer look better. Be sure that your buyer has spoken to and cleared it with the lender if they are going to offer MORE than the appraisal price because it could push their debt-to-income ratio and/or cash reserves below the underwriting requirements. Just because they are willing to pay more doesn't mean the lender will allow it.
- 6) A well written contract that has no errors, includes all of the addenda and also follows the instructions that the listing agent gave, will automatically be receive preferential treatment. Show the other agent that YOU are a professional and will help make their job easier.

Questions / Comments

