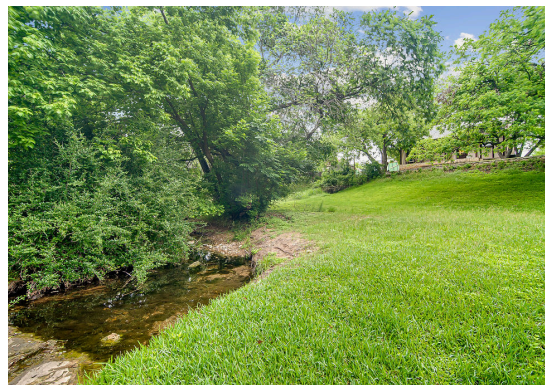


204 SOUTH ELK STREET

ACTIVE STR | OFFERED AT \$510,000



Charming Fredericksburg retreat located just one block off Main Street and privately situated along a peaceful running creek. Known as The Rustic Door, this thoughtfully updated cottage blends Hill Country charm with modern comforts and is currently operating as a successful short-term rental. The light-filled interior features vaulted ceilings, wood flooring, a stone fireplace, and an open living space that flows into a kitchenette with coffee bar and dining area. The spacious suite offers a king bed and a two-person soaking tub, creating a relaxing retreat for guests. Outdoor living is equally inviting with covered front and back porches, plus a private courtyard featuring an outdoor shower and lounge area.

Scan QR Code for additional information and photos



Jill Tabor

REALTOR®

📞 830-456-8115

✉️ jill@jilltabor.com



PORTFOLIO

REAL ESTATE  kw

MLS #: R103939A (Active) List Price: \$510,000 (174 Hits)

204 S Elk St Fredericksburg, TX 78624



New Construction: No
Bedrooms: 1
Full Baths: 1
Half Baths: 0
Main House Living SqFt : 785
Apx Total SqFt: 785
Price Per SQFT: \$649.68
Source SqFt: GCAD
Appx Year Built: 2011
Type & Style: Cottage, Sunday House
Current B&B: Yes
Stories: One
Heating: Central
A/C: Central Air, Electric
Garage/Carpport: None

Unit #:
Original List Price: \$525,000
Area: City-Southeast
Subdivision: N/A
County: Gillespie
School District: Fredericksburg
Distance From City Limits: In City Limits
Apx Acreage: 0.2500
Seller's Est Tax: 5344.75
Showing Instructions: Appointment Only,
 Call Listing Agent, Occupied
Days on Market 87

Tax Exemptions:	Taxes w/o Exemptions: \$5,344.75	Tax Info Source: CAD	CAD Property ID #: 185422	Zoning: R-2
Flood Plain: Yes	Deed Restrictions: Yes	STR Permit: Yes	Permit #: 8056001173	Manufactured Homes Allowed: No
HOA: No	HOA Fees:	HOA Fees Pd:	HO Warranty:	
Road Maintenance Agreement: No	Rental Property:		Rental \$:	Items Not In Sale:
Guest House: No	# of Guest Houses:	Total Guest House SqFt: 0		
Guest House # Bedrooms:	Guest House # Baths:	Guest House # Half Baths:		

Construction: Stucco
Foundation: Pillar/Post/Pier
Roof: Metal
Flooring: Wood
Utilities: City Electric, Natural Gas Available
Water: Public
Sewer: Public Sewer
Fireplace/Woodstove: Gas Logs
Appliances: Dryer, Microwave, Washer

City/Rural: In City Limits
Site Features: Deck/Patio
Interior Features: High Ceilings, Jetted Tub
Topography: Few Trees
Surface Water: Seasonal Creek
Access: City Street
Location Description: Historic District
Documents on File: Flood Plain, Plat
Misc Search: Potential Short-Term Rental

Trms/Fin: Cash, Conventional	Possessn: Closing/Funding	Excl Agy: No
Title Company: Select Title	Attorney:	Refer to MLS#:

Location/Directions: Head toward N Adams St and continue for 0.6 miles. Turn right onto S Elk St, then continue 0.1 miles. The property will be on the right.

Owner: SHUFFIELD, JIM & TISHA

Occupancy: Short Term Rental

Legal Description: SMITH, PAT ADD LOT 2AR, 0.25, B&B-REPLAT-

Instructions: Call ShowingTime (800-746-9464) to schedule a showing. Must work around bookings.

Public Remarks: Charming Fredericksburg retreat located just one block off Main Street and privately situated along a peaceful running creek. Known as The Rustic Door, this thoughtfully updated cottage blends Hill Country charm with modern comforts and is currently operating as a successful short-term rental. The light-filled interior features vaulted ceilings, wood flooring, a stone fireplace, and an open living space that flows into a kitchenette with coffee bar and dining area. The spacious suite offers a king bed and a two-person soaking tub, creating a relaxing retreat for guests. Outdoor living is equally inviting with covered front and back porches, plus a private courtyard featuring an outdoor shower and lounge area. A rare opportunity to own a walkable Fredericksburg property with established income potential just steps from shopping, dining, and entertainment on Main Street.

Agent Remarks:

Display on Internet: Yes	Display Address: Yes	Allow AVM: No	Allow Comments: No
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Office Broker's Lic #: 547594

Listing Office: Portfolio Real Estate - KW (#:1462)
Main: (830) 997-6041
Mail Address 1: 804 S. Adams St
Mail City: Fredericksburg
Mail Zip Code: 78624
Supervising Agent Name:
Supervising Agent License #:

Listing Agent: Jill Tabor (#:12)
Agent Email: jill@jilltabor.com
Contact #: (830) 456-8115
License Number: 0562308

Information Herein Deemed Reliable but Not Guaranteed
 Central Hill Country Board of REALTORS Inc., 2007



INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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204 S Elk St
Fredericksburg, TX 78624

CONCERNING THE PROPERTY AT

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area is designated on flood insurance rate maps with a zone beginning in a "V" or "A". Both V-Zone and A-Zone areas indicate a high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
 - (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
- (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters:
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

Signature Date

Signature Date



SELLER'S DISCLOSURE NOTICE

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

CONCERNING THE PROPERTY AT 204 South Elk Street, Fredericksburg, Texas 78624

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

Seller Is Is not occupying the property. If unoccupied (by Seller), how long since Seller has occupied The Property? _____ (approximate date) Never occupied the Property.

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

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

Item	Y	N	U
Cable TV Wiring			✓
Carbon Monoxide Det.	✓		
Ceiling Fans	✓		
Cooktop		✓	
Dishwasher		✓	
Disposal		✓	
Emergency Escape Ladder(s)		✓	
Exhaust Fans	✓		
Fences		✓	
Fire Detection Equip.	✓		
French Drain			✓
Gas Fixtures	✓		
Liquid Propane Gas:		✓	
-LP Community (Captive)		✓	
-LP on Property		✓	

Item	Y	N	U
Natural Gas Lines	✓		
Fuel Gas Piping:	✓		
-Black Iron Pipe			✓
-Copper			✓
-Corrugated Stainless Steel Tubing			✓
Hot Tub		✓	
Intercom System		✓	
Microwave	✓		
Outdoor Grill		✓	
Patio/Decking	✓		
Plumbing System	✓		
Pool		✓	
Pool Equipment		✓	
Pool Maint. Accessories		✓	
Pool Heater		✓	

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

Item	Y	N	U	Additional Information
Central A/C	✓			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 1
Evaporative Coolers		✓		number of units:
Wall/Window AC Units		✓		number of units:
Attic Fan(s)			✓	if yes, describe:
Central Heat	✓			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: 1
Other Heat	✓			if yes describe: Gas log fireplace
Oven		✓		number of ovens: <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other:
Fireplace & Chimney	✓			<input type="checkbox"/> wood <input checked="" type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other:
Carport		✓		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage		✓		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers				number of units: number of remotes:
Satellite Dish & Controls		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from
Security System		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from



Solar Panels		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from
Water Heater	✓			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas <input type="checkbox"/> other: number of units: 1
Water Softener		✓		<input type="checkbox"/> owned <input type="checkbox"/> leased from
Other Leased Item(s)		✓		if yes, describe:
Underground Lawn Sprinkler	✓			<input checked="" type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: All lawn areas
Septic / On-Site Sewer Facility		✓		if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by: City Well MUD Co-op Unknown Other: _____

Was the Property built before 1978? yes no unknown

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

Roof Type: Metal Age: Unknown (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? Yes No Unknown

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

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

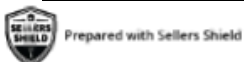
Item	Y	N	Item	Y	N	Item	Y	N
Basement		✓	Floors		✓	Sidewalks		✓
Ceilings		✓	Foundation / Slab(s)		✓	Walls / Fences		✓
Doors		✓	Interior Walls		✓	Windows	✓	
Driveways		✓	Lighting Fixtures		✓	Other Structural Components		✓
Electrical Systems		✓	Plumbing Systems		✓			
Exterior Walls		✓	Roof		✓			

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

(Windows) Small hole in the glass of one window.

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

Condition	Y	N	Condition	Y	N
Aluminum Wiring		✓	Radon Gas		✓
Asbestos Components		✓	Settling		✓
Diseased Trees: oak wilt		✓	Soil Movement		✓
Endangered Species/Habitat on Property		✓	Subsurface Structure or Pits		✓
Fault Lines		✓	Underground Storage Tanks		✓
Hazardous or Toxic Waste		✓	Unplatted Easements		✓
Improper Drainage		✓	Unrecorded Easements		✓
Intermittent or Weather Springs		✓	Urea-formaldehyde Insulation		✓
Landfill		✓	Water Damage Not Due to a Flood Event		✓
Lead-Based Paint or Lead-Based Pt. Hazards		✓	Wetlands on Property		✓



Encroachments onto the Property		✓
Improvements encroaching on others' property		✓
Located in Historic District	✓	
Historic Property Designation		✓
Previous Foundation Repairs		✓
Previous Roof Repairs		✓
Previous Other Structural Repairs		✓
Previous Use of Premises for Manufacture of Methamphetamine		✓

Wood Rot		✓
Active infestation of termites or other wood destroying insects (WDI)		✓
Previous treatment for termites or WDI		✓
Previous termite or WDI damage repaired		✓
Previous Fires		✓
Termite or WDI damage needing repair		✓
Single Blockable Main Drain in Pool/Hot Tub/Spa*		✓

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

(Located in Historic District) I believe the property is within the Fredericksburg Historic District

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

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

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage.
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event.
- Previous water penetration into a structure on the Property due to a natural flood.
- Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located wholly partly in a floodway.
- Located wholly partly in a flood pool.
- Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary):

It appears that the property is in zones A and X.



***If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? yes no If yes, explain (attach additional sheets as necessary):

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes no If yes, explain (attach additional sheets as necessary):

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's Name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ mandatory voluntary

Any unpaid fees or assessment for the Property? Yes (\$) _____) No

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.



[Empty rectangular box]

- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? yes no If yes, describe

[Empty rectangular box]

- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary):

[Empty rectangular box]

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

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

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: _____
- Unknown





NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**ESTATE OF CHESTER LANGERHANS, TO
DECEASED, ET AL**

CARLETTA SMITH

DEED OF DISTRIBUTION AND PARTITION

Date: November 25, 2007

Grantor: JIMMIE ROY LANGERHANS and MARK LANGERHANS, Individually and as Independent Co-Executors of the ESTATE OF CHESTER LANGERHANS, DECEASED, JENNIFER ADAUTO, formerly JENNIFER CLIFTON, and TROY CLIFTON, not joined herein by our spouses, as we each own, occupy and possess other real property as our homestead

Grantee: CARLETTA SMITH

Grantee's Address:

204 East Travis Street
Fredericksburg, Texas 78624

Consideration: TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration, and in distribution of the herein described real property in accordance with the terms of the Last Will and Testament of Chester Langerhans, Deceased, probated under Cause No. 8556, Gillespie County Court sitting in Matters of Probate, and as a partition of Estate Properties between Grantors and Grantee.

Property (including any improvements):

Tract I: Being 4.48 acres of land in Gillespie County, Texas, being part of Survey No. 135, Abstract No. 522, and being more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof.

Tract II: Being 1.33 acres of land, more or less, situated in the City of Fredericksburg, Gillespie County, Texas, being part of Outlot No. 630 as said Outlot is shown on the map of Fredericksburg, Texas, and Environs, by the German Emigration Company. Said 1.33 acre tract of land is described by metes and bounds on Exhibit "B" attached hereto and made a part hereof for all pertinent purposes.

Reservations from Conveyance: None

Exceptions to Conveyance: This conveyance is expressly made subject to all Rights-of-Way, Easements, Restrictions, and Mineral Reservations as same may be found of record in the Real Property Records of Gillespie County, Texas.

Grantor, for the Consideration and subject to the Exceptions to Conveyance, grants, distributes, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging to the Estate of Chester Langerhans, Deceased, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

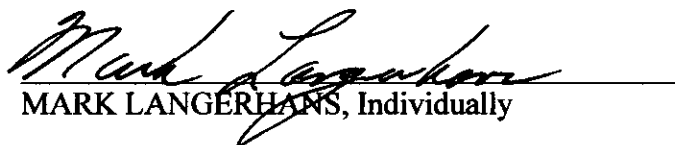
When the context requires, singular nouns and pronouns include the plural.


ESTATE OF CHESTER LANGERHANS,
DECEASED

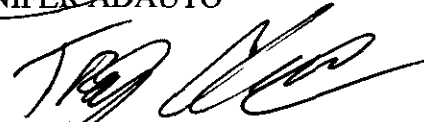
By: 
JIMMIE ROY LANGERHANS, Independent
Co-Executor

By: 
MARK LANGERHANS, Independent
Co-Executor


JIMMIE ROY LANGERHANS, Individually


MARK LANGERHANS, Individually

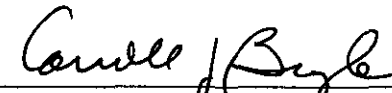

JENNIFER ADAUTO

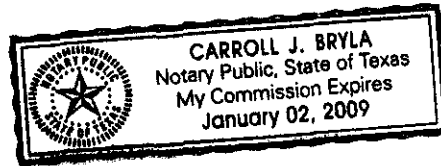

TROY CLIFTON

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 25th day of November, 2007, by JIMMIE ROY LANGERHANS, Individually and as Independent Co-Executor of the Estate of Chester Langerhans, Deceased.

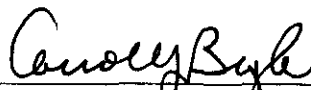

Notary Public, State of Texas

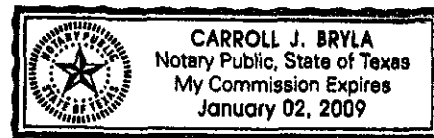


THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 25th day of November, 2007, by MARK LANGERHANS, Individually and as Independent Co-Executor of the Estate of Chester Langerhans, Deceased.


Notary Public, State of Texas

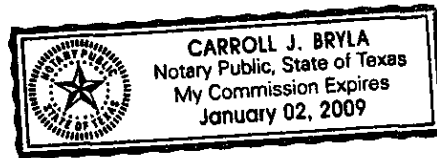


THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 25th day of November, 2007, by JENNIFER ADAUTO.

Carroll Bryla
Notary Public, State of Texas



THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 25th day of November, 2007, by TROY CLIFTON.

Carroll J. Bryla
Notary Public, State of Texas

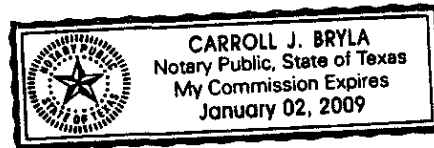


EXHIBIT "A"

BEING 4.48 acres of land situated in Gillespie County, Texas, being part of the Jose Antonio Navarro Survey No. 135, Abstract No. 522 and being part of that 9.783 acre tract of land described in a conveyance to Gail Eager by John L. Eager, dated February 9, 1982, found of record in Volume 146, Pages 331-333 of the Deed Records of Gillespie County, Texas. Said 4.48 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at an L.C.R.A. disk found set in concrete in the West Right-of-Way line of the Old Mason (County) Road, for the N.E. corner of that 6.118 acre tract of land described in a conveyance to Lower Colorado River Authority by Lee Roy Nixon, et ux, dated April 24, 1973, found of record in Volume 106, Pages 88-90 of the Deed Records of Gillespie County, Texas, for the S.E. corner of that 9.783 acre tract of land described in said conveyance to Gail Eager by John L. Eager, found of record in Volume 146, Pages 331-333 of the Deed Records of Gillespie County, Texas, for the S.E. corner of this tract of land;

THENCE S. 86° 38' W. 963.3 feet to an L.C.R.A. disk found set in concrete in the N.E. Right-of-Way line of U.S. Highway No. 87, for the N.W. corner of said 6.118 acre tract, for the S.W. corner of said 9.783 acre tract, for the S.W. corner of this tract of land;

THENCE with the N.E. Right-of-Way line of U.S. Highway No. 87, N. 30° 45' W. 27.1 feet to a fence corner post, for the W.N.W. corner of said 9.783 acre tract, for the W.N.W. corner of this tract of land;

THENCE with fence and the West boundary of said 9.783 acre tract as follows:

N. 60° 30' E. 322.8 feet to a steel bar set at corner post;

N. 16° 11' W. 81.5 feet to a steel bar set for the N.N.W. corner of this tract of land;

THENCE as follows:

N. 84° 57' E. 363.4 feet to a steel bar;

N. 88° 17' E. 293.4 feet to a steel bar set at a corner post in the West Right-of-Way line of the Old Mason (County) Road, for the N.E. corner of this tract of land;

THENCE with the West Right-of-Way line of said County Road as follows:

S. 15° 44' E. 165.7 feet to a concrete monument found;

S. 11° 20' E. 86.9 feet to the place of beginning, and containing 4.48 acres, more or less.

EXHIBIT "B"

1.33 acre tract

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying plat of a survey of 1.33 acres of land, more or less, made at the request of Jimmie Langerhans, et al. Said land is situated in the City of Fredericksburg, Gillespie County, Texas, being part of Outlot No. 630 as said Outlot is shown on the map of Fredericksburg, Texas, and Environs, by the German Emigration Company.

Said 1.33 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2 inch steel bar set at the most westerly intersection of the S.W. line of E. Creek Street and the N.W. line of S. Elk Street, being a point in the N.E. line of that 1.24 acre tract of land described in a conveyance to William J. Joseph, et ux, found of record in Volume 600, pages 155-159 of the Official Public Records of Gillespie County, Texas, for the South corner of this tract of land, from which a 5/8 inch steel bar found set at the most easterly intersection of the S.W. line of E. Creek Street and the N.W. line of S. Elk Street, for the East corner of said 1.24 acre tract, bears S. 49 deg. 23 min. 40 sec. E. 73.98 feet;

THENCE with the N.E. line of said 1.24 acre tract, N. 49 deg. 23 min. 40 sec. W., at approximately 30.5 feet passing a 1/2 inch steel bar set near a fence corner, at approximately 124.6 feet passing a 1/2 inch steel bar set, 169.2 feet in all to a point in the centerline of Barons Creek, for the West corner of this tract of land;

THENCE up the centerline of Barons Creek, N. 20 deg. 39 min. 35 sec. E. 27.25 feet to a point in a southeasterly line of Block C - Revised, A.W. Petmecky Addition, plat found of record in Volume 2, page 46 of the Plat Records of Gillespie County, Texas, for a northwesterly corner of this tract of land;

THENCE with said southeasterly line of Block C - Revised, A.W. Petmecky Addition, N. 47 deg. 53 min. 45 sec. E. 89.82 feet to a point in the centerline of Barons Creek, for a northwesterly corner of this tract of land;

THENCE up the meanders of the centerline of Barons Creek, as follows:

N. 86 deg. 09 min. 50 sec. E. 27.3 feet;

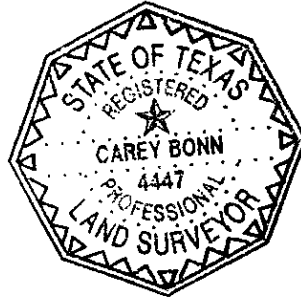
N. 56 deg. 57 min. 45 sec. E., with said centerline and a projection thereof, 250.43 feet to a point on an island in the S.W. line of E. San Antonio Street (not built), for the North corner of this tract of land;

THENCE with the S.W. line of E. San Antonio Street (not built), S. 50 deg. 07 min. E. 74.18 feet to a 1/2 inch steel bar set in the N.W. line of S. Elk Street, for the East corner of this tract of land, from which a 1/2 inch steel bar found set bears N. 40 deg. 09 min. 40 sec. E. 80.2 feet and a 1/2 inch steel bar (capped: BONN 4447) found monumented in concrete, for the North corner of Townlot No. 593R, Resubdivision Plat found of record in Volume 3, page 99 of said Plat Records, bears S. 50 deg. 07 min. E. 74.2 feet;

Continued on page 2 of 2

THENCE with the N.W. line of S. Elk Street, S. 40 deg. 09 min. 40 sec. W., being parallel to the S.E. line of S. Elk Street as shown on said Resubdivision Plat found of record in Volume 3, page 99 of said Plat Records, 375.07 feet to the PLACE OF BEGINNING.

Surveyed November 19, 2007



A handwritten signature in cursive script that reads "Carey Bonn".

Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

FILED AND RECORDED

B & S



OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

December 31, 2007 11:20:21 AM

FEE: \$39.25

20077311

KC

2021116



3 pgs
WD

20212618

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CARLETTA SMITH

TO

JIM SHUFFIELD and
TISHA SHUFFIELD

WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

KNOW ALL MEN BY THESE PRESENTS:

THAT **CARLETTA SMITH**, (herein referred to as "Grantor"), joined herein pro forma by her husband, **PATRICK W. SMITH**, of the County of Gillespie and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto **JIM SHUFFIELD and TISHA SHUFFIELD**, (herein referred to as "Grantees"), all of the following described real property and improvements situated thereon in Gillespie County, Texas, together with all rights, privileges, and appurtenances pertaining thereto (collectively the "Property"), to-wit:

BEING all of Lot No. 2AR, a Resubdivision of Lot No. 2 of the Pat Smith Addition, situated in the City of Fredericksburg, Gillespie County, Texas, as said lot is shown, designated and delineated on plat of said Resubdivision, found of record in Volume 6, Page 74, Plat Records, Gillespie County, Texas.

There is expressly reserved in this conveyance to and for Grantor, Grantor's heirs, successors and assigns, a roadway easement for the free nonexclusive and uninterrupted use, liberty and privilege of unobstructive passage in and along that 1825 square foot tract of land situated in the City of Fredericksburg, Gillespie County, Texas, and being more fully described

J

on Exhibit "A" attached hereto and made a part hereof together with the free ingress, egress, regress, over and across the same. The right to use and enjoy said reserved easement and right of way shall exist in favor of and inure to the benefit of the Grantor herein, her heirs, successors and assigns, all tenants, guests and invitees of any such persons, in common with Grantees, their heirs, successors and assigns. The right of ingress and egress provided herein may be exercised by any reasonable means, whether now in existence or known or whether by a means which may come into existence in the future. The roadway easement reserved herein shall be appurtenant to Lot No. 2BR, Pat Smith Addition, situated in Fredericksburg, Gillespie County, Texas, as said lot is shown, designated and delineated on plat found of record in Volume 6, Page 74, Plat Records, Gillespie County, Texas.

This conveyance is expressly made by Grantor and accepted by Grantees subject to the following matters to the extent, but only to the extent, the same are valid and subsisting and affect the Property (without waiving rights or defenses relating to, and without ratifying, creating or reviving such matters and the mere reference herein shall not be deemed to impose, reimpose or reinstate such Exceptions to Conveyance and Warranty), to-wit:

- a. Covenants, conditions and restrictions as set forth on Plat found of record in Volume 6, Page 74, Plat Records, Gillespie County, Texas.
- b. Subject to past and future action of Barons Creek by means of accretion, erosion or avulsion.
- c. Building setback lines and flood plain easement as shown on plat, found of record in Volume 6, Page 74, Plat Records, Gillespie County, Texas.

Ad valorem taxes on said property for the current year have been prorated and the payment thereof is assumed by Grantees.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT

AND FOREVER DEFEND all and singular the Property unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the exceptions to conveyance and warranty.

EXECUTED this the 9th day of APRIL, 2021.

Carletta Smith
CARLETTA SMITH

Patrick W. Smith
PATRICK W. SMITH, pro forma

Address of Grantees:

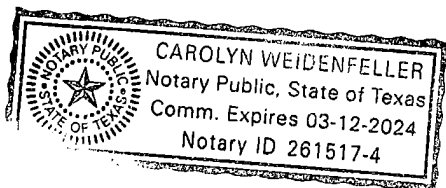
2148 HEDGESTONE
FREDERICKSBURG, TX 78624

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 9 day of April, 2021, by CARLETTA SMITH and husband, PATRICK W. SMITH, joining herein pro forma.

Carolyn Weidenfeller
Notary Public, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
April 09, 2021 01:46:12 PM



FEE: \$34.00 FELICIA
WD

20212618

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
FIRST NATIONAL TITLE INSURANCE COMPANY
SCHEDULE A

Effective Date: **March 12, 2026, 8:00 am**

GF No. **172619239**

Commitment No. Not Applicable, Issued **March 25, 2026, 8:00 am**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED: **TBD**
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower: **TBD**
- 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:
Jim Shuffield and Tisha Shuffield

4. Legal description of land:

Lot 2AR, a Resubdivision of Lot No. 2, of Pat Smith Addition, an addition in the City of Fredericksburg, Gillespie County, Texas, according to the map or plat thereof recorded in [Volume 6, Page 74](#), Plat Records, Gillespie 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):

Item No. 1, Schedule B, has been deleted in its entirety.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2026**, 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 _____ 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.)

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. **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.**
 - b. **All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.**
 - c. **Any and all matters which would be shown on a current, correct survey of the property.**
 - d. **All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.**
 - e. **Rights of the public, the State of Texas and the municipality in and to that portion of subject property, if any, lying within the boundaries of any roadway, public or private.**
 - f. **Rights of parties in possession.**
 - g. **Rights of tenants, as tenants only, under unrecorded leases or rental agreements.**
 - h. **Easement created in instrument recorded in Clerk's File No. 20212618, Real Property Records, Gillespie County, Texas.**
 - i. **Easement(s) and/or building line(s) affecting the subject property as shown on Map or Plat recorded in Volume 6, Page 74, Map or Plat Records, Gillespie County, Texas.**
 - j. **Any right of adjoining property owners in and to that part of the hereinabove property which may constitute accretion or avulsion by virtue of the possible**

shifting of the bed or shores of the river, stream, or body of water which bounds the subject property.

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a 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: Company finds no voluntary liens in the Real Property Records of Gillespie County, Texas. Company will require the Seller(s) and/or Borrower(s) to execute an Affidavit of Debts & Liens. Company reserves the right to make changes and/or further requirements to this report.**
6. **Company requires marital history of record owner shown on Schedule A hereof from date of acquisition to date of closing. Company requires joinder of spouse as facts indicate. Subject to any change in marital status since said date, which would result in an outstanding interest.**
7. **A general name search was conducted on the parties to this transaction for involuntary liens. However, probates, divorces and bankruptcies are not indexed in the title plant for this county. Company is to be furnished with a, statement of information for the parties to this transaction in order to conduct a search for any possible probates, divorces and bankruptcies. Upon review of this information, additional requirements and/or exceptions may be made.**
8. **Title vested by virtue of Warranty Deed, filed in Clerk's File No. [20212618](#), Real Property Records of Gillespie County, Texas.**
9. **THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY: The following deed(s) affecting said land were recorded within the last 24 months of the date of the commitment:**

None

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **172619239**

Effective Date: **March 12, 2026, 8:00 am**

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

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

1. As to each Commitment for Title Insurance, the issuing Title Insurance Company, **First National Title Insurance Company**, a Texas corporation, shall disclose:

- (a) Each shareholder owning or controlling, directly or indirectly, ten percent (10%) or more of the share of the Title Insurance Company; there shall also be disclosed all individuals, partnerships, corporations, trusts or other entities owning ten percent (10%) or more, of those entities directly owning ten percent (10%), or more, of the Title Insurance Company: William C. Shaddock - Texas National Holdings, LLC
- (b) Directors: William C. Shaddock, J. Christopher Phillips, Mark E. Mitchell, Patrick G. McMillan, Jr., William C. Shaddock, Jr., Andrew C. Shaddock, Billy Vaughn
- (c) Officers:
Chairman: William C. Shaddock
Chief Executive Officer: J. Christopher Phillips
President: Chad L. Hansen
Executive Vice President: Suzanne Tinsley
Treasurer and Controller: Patrick G. McMillan, Jr.
Chief Financial Officer: Heather Riddle
Secretary: David M. Hays
Assistant Secretary: Geri S. Hosterman
General Counsel: David M. Hays
Senior Vice Presidents: Geri S. Hosterman; Ellen T. Wied; Donald O. Horn; Errin H. Froggatt; Lauren Wright; Cheri Swanson, and Jennifer Shaw

2. The following disclosures are made by the Select Title, LLC (Title Insurance Agent),

2-a. If Agent is a corporation, the shareholders owning or controlling, directly or indirectly 1% or more of the shares of Agent as of the last day of the year preceding the date hereinabove set forth are as follows (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent): Select Title Holdings, LLC

2-b. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning 10% or more of those entities referred to in item no B-1 hereinabove as of the day of the year preceding the date hereinabove set forth are as follow: Elder Family Holdings, LLC, Tell Holdings, LLC

2-c. If Undersigned Agent is a corporation, the following is a list of the members of the Board of Directors, as of the last day of the year preceding the date hereinabove set forth: Bradley W. Elder

2-d. If the Agent is a corporation, the names of any of the directors, president, executive or senior vice president, secretary and treasurer if any of the Title Insurance Agent are as follows: Bradley W. Elder

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

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to

which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	_____
Loan Policy	_____
Endorsement Charges	_____
Other	_____
Total	_____

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

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

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

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

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

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of 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 8889443684 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

