

# Auction Tract 8

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*Cover page for:*

## Preliminary Title Insurance Schedules

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### ***Auction:***

The attached schedules have been prepared by Dalhart Abstract Company, LP in connection with a public auction to be conducted on March 26, 2015 by Schrader Real Estate and Auction Company, Inc. This cover page has been prepared by the auction company.

The auction is being conducted on behalf of Kasper Land & Cattle Texas, LLC ("**KLCT**") as "Seller".

### ***Chapter 11 Plan of Reorganization:***

**KLCT** recently conveyed the auction property to the owners of record identified in the attached Schedule A (the "**Creditors**") pursuant to an agreement which has been approved as part of a confirmed Chapter 11 Plan of Reorganization in the U.S. Bankruptcy Court, N.D. Texas.

Pursuant to said agreement and plan of reorganization, **KLCT** has the right to acquire and convey fee simple title with respect to each of the auction tracts, free and clear of all rights and claims of the Creditors (but subject to certain reservations of minerals and energy rights).

### ***Conveyance to Buyer:***

With respect to each accepted bid, **KLCT** will at closing deliver title and furnish title insurance free and clear of all rights and claims of the Creditors, including the vendor's lien, deed of trust and agricultural lease listed in the attached Schedule C (but subject to certain reservations of minerals and energy rights and subject to all other terms and conditions set forth in the purchase contract).

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

COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
**CHICAGO TITLE INSURANCE COMPANY**

We, Chicago Title Insurance Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and 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.

Dalhart Abstract Company, LP  
501 Denrock  
Dalhart, TX 79022  
Tel: (806) 244-4962  
Fax: (806) 244-4288

CHICAGO TITLE INSURANCE COMPANY



*[Signature]*  
President  
*[Signature]*  
Secretary

*[Signature]*  
Authorized Signature

**CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



## CHICAGO TITLE INSURANCE COMPANY

### 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 titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo complemente antes de la fecha para finalizar su transaccion.

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. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

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

When your Policy is issued, the coverage will be limited by the Policy's Exception, 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 Chicago Title Insurance Company at 1-800-442-4303 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.

**Dalhart Abstract Company, LP  
501 Denrock  
Dalhart, Texas 79022  
Phone (806)244-4962**

**Representing:**

**Chicago Title Insurance Company**

**Commitment**

1. GF/File Number : **14-410J**
2. Policy Number :
3. Property Type : **30**
4. County : **Hartley**
5. Policy Amount : **\$TO BE DETERMINED**
6. Premium : **(SEE SCHEDULE "D" FOR ALL CHARGES)**
7. Rate Rules : **1000**
8. Effective Date : **2/8/15 at 5:00 P.M.**

## COMMITMENT FOR TITLE INSURANCE

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### SCHEDULE A

GF No.: 14-410J  
Commitment No.: 01JB10282014J

Effective Date: 2/8/15 @ 5:00 P.M.  
Issued: February 18, 2015 @ 12:00 P.M.

1. The Policy or Policies to be issued are:

- (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family real estate)  
Policy Amount: **\$TO BE DETERMINED**  
PROPOSED INSURED: **TO BE DETERMINED**
- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (f) OTHER  
Policy Amount:  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

**FEE SIMPLE ESTATE**


3. Record title to the land on the effective date appears to be vested in:

**Monarch Trust Company as trustee of the Jessie Herring Johnson Estate Trust No. 1 and as Executor of the Estate of Jane Slemp Burgess the successor to the Jessie Herring Estate Trust No. 2, Chain-C, Inc., a Texas corporation, Herring Bank as trustee of the Cornelia J. Slemp Trust, and Herring Bank as trustee of the Louise Johnson Thomas Trust**

4. Legal description of land:

**All of Sections 333, 334 and 340 in Block 44, H. & T. C. Ry. Co. Survey, Hartley County, Texas.**

Countersigned:  
Dalhart Abstract Company, LP  
Agent

  
\_\_\_\_\_  
Authorized Signature

**SCHEDULE B  
EXCEPTIONS FROM COVERAGE**

Commitment No. **01JB10282014J**  
GF or File No. **14-410J**

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

(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2015**, 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 "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 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 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 document creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. Any portion of the property herein described which falls within the boundaries of any road, street or driveway.
  - b. Visible or apparent easements on or across the property herein described, the existence of which does not appear of record.
  - c. Rules and regulations of the North Plains Ground Water Conservation District No. 2.
  - d. Rights of Parties In Possession.
  - e. Rights of tenants under unrecorded leases and rental agreements, without right or option to purchase.
  - f. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: Upon receipt of a survey acceptable to the Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)
  - g. The ownership of easements set out herein have not been checked subsequent to the date of such conveyance.
  - h. 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.
  - i. Reservation of all mineral interests owned by the Louise Johnson Thomas Trust No. 2, as shown in that deed recorded in Volume 117, Page 742, Deed Records, Hartley County, Texas, concerning Sections 295, 296, 297, 333, 334, 335, 336, 337, 338, 339, 340, 375, 376 and 377, Block 44, Hartley County; Section 373, Block 44, Moore County; and Sections 341, 374 and 383, Block 44, Hartley and Moore County, Texas. Said interest conveyed to Louise Johnson Thomas in deed recorded in Volume 117, Page 805, Deed Records, Hartley County, Texas, and transferred to Monarch Trust Company in Deed of Gift recorded in Volume 117, Page 807, Deed Records, Hartley County, Texas.

**See Schedule B, Page 2, attached hereto and made a part hereof for all purposes, for further exceptions j through m.**

**Chicago Title Insurance Company**

GF or File No. : **14-410J**  
Commitment Number : **01JB10282014J**

Continuation of Commitment Schedule B, Page 2.

**EXCEPTIONS CONTINUED:**

- j. Reservation of all mineral interests owned by the Cornelia Johnson Slemp Trust No. 2, as shown in that deed recorded in Volume 117, Page 745, Deed Records, Hartley County, Texas, concerning Sections 295, 296, 297, 333, 334, 335, 336, 337, 338, 339, 340, 375, 376 and 377, Block 44, Hartley County; Section 373, Block 44, Moore County; and Sections 341, 374 and 383, Block 44, Hartley and Moore County, Texas. Said interest conveyed to Cornelia Johnson Slemp in deed recorded in Volume 118, Page 62, Deed Records, Hartley County, Texas, and transferred to Monarch Trust Company in Deed of Gift recorded in Volume 118, Page 64, Deed Records, Hartley County, Texas.
- k. Mineral Deed conveying a 1/3 interest in and to all of the oil, gas and other minerals in and under Sections 295, 296 and 297, 333, 334, 335, 336, 337, 338, 339, 340, 341, 373, 374, 375, 376, 377 and 383, Block 44, Hartley and Moore Counties, Texas, to Louise Johnson (Thomas) Dee, with lifetime reservations, recorded in Volume 141, Page 98, Deed Records, Hartley County, Texas. Redefinition of mineral interest contained in deed recorded in Volume 141, Page 137, Deed Records, Hartley County, Texas.
- l. Seismic Agreement And Option To Purchase Oil & Gas Lease regarding Sections 333, 334, 340, 339, 375 and 376, Block 44, H. & T. C. Ry. Co. Survey, Hartley County, Texas, filed of record in Volume 24, Page 302, Official Real Property Records, Hartley County, Texas, amended in Volume 26, Page 696, Official Real Property Records, Hartley County, Texas and again in Volume 27, Page 304, Official Real Property Records, Hartley County, Texas.
- m. Reservations retained in Warranty Deed with Vendor's Lien dated October 30, 2008, and filed of record on the 31st day of October, 2008, from Monarch Trust Company, Trustee of the Jessie Herring Johnson Estate Trust No. 1, Herring Bank and Jane Slemp Burgess, Co-Trustees of the Jessie Herring Johnson Estate Trust No. 2, Chain-C Inc., Herring Bank and Jane Slemp Burgess, Co-Trustees of the Cornelia J. Slemp Trust, and Herring Bank and Jane Slemp Burgess, Co-Trustees of the Louise Johnson Thomas Trust, filed under Clerk File No. 096656 in Volume 111, Page 446, Official Real Property Records, Hartley County, Texas.



**SCHEDULE C**

**Commitment No. 01JB10282014J**  
**GF or File No. 14-410J**

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. **VENDOR'S LIEN** retained in deed dated October 30, 2008, and filed of record on the 31st day of October, 2008, from **Monarch Trust Company, Trustee of the Jessie Herring Johnson Estate Trust No. 1, Herring Bank and Jane Slemp Burgess, Co-Trustees of the Jessie Herring Johnson Estate Trust No. 2, Chain-C Inc., Herring Bank and Jane Slemp Burgess, Co-Trustees of the Cornelia J. Slemp Trust, and Herring Bank and Jane Slemp Burgess, Co-Trustees of the Louise Johnson Thomas Trust, to Kasper Land & Cattle Texas, LLC, a Texas limited liability company**, securing the payment of one certain promissory note of even date therewith in the principal amount of **\$9,931,200.00**, payable as therein provided and filed under **Clerk File No. 096656 in Volume 111, Page 446**, Official Real Property Records, Hartley County, Texas and under **Clerk File No. 0168588 in Volume 662, Page 931**, Official Public Records of Real Property, Moore County, Texas. SAID NOTE BEING ADDITIONALLY SECURED BY A DEED OF TRUST dated October 30, 2008, and filed of record on the 31st day of October, 2008, executed by **Kasper Land & Cattle Texas, LLC, a Texas limited liability company**, to **Jim Van Pelt, TRUSTEE**, securing the payment of said certain promissory note payable to the order of **Monarch Trust Company, Trustee of the Jessie Herring Johnson Estate Trust No. 1, Herring Bank and Jane Slemp Burgess, Co-Trustees of the Jessie Herring Johnson Estate Trust No. 2, Chain-C Inc., Herring Bank and Jane Slemp Burgess, Co-Trustees of the Cornelia J. Slemp Trust, and Herring Bank and Jane Slemp Burgess, Co-Trustees of the Louise Johnson Thomas Trust**, in the principal amount of **\$9,931,200.00**, filed under **Clerk File No. 096657 in Volume 111, Page 453**, Official Real Property Records, Hartley County, Texas and under **Clerk File No. 0168589 in Volume 662, Page 938**, Official Public Records of Real Property, Moore County, Texas. Pledged to Herring Bank as shown in that Memorandum of Agreement by and between Herring Bank and Monarch Trust Company, et al, dated October 30, 2008, filed in Volume 702, Page 724, Official Public Records of Real Property, Moore County, Texas and in Volume 130, Page 444, Official Real Property Records, Hartley County, Texas. An interest in such note and lien was assigned by the Jane Herring Johnson Estate, et al, to Jane Slemp Burgess by assignment dated April 2, 2012, filed in Volume 712, Page 837, Official Public Records of Real Property, Moore County, Texas and in Volume 136, Page 471, Official Real Property Records, Hartley County, Texas. A Transfer of Lien from Herring Bank to Burgess Y Ranch Company, LLC was filed of record under Clerk File No. 105052, Official Public Records, Hartley County, Texas.
6. **MEMORANDUM OF AGRICULTURAL LEASE** between **Monarch Trust Company, et al**, as Lessor, and **Kasper Land and Cattle Texas, LLC**, as Lessee, dated December 16, 2014, and recorded under **Clerk File No. 105547**, Official Public Records, Hartley County, Texas.
7. **Seller Requirements:**
  - a. Satisfactory evidence is required to show that the trusts named in title are still in force and effect and that the trustees named are currently serving as trustees, as well as evidence that **Monarch Trust Company** is the current executor of the **Estate of Jane Slemp Burgess**.
  - b. Company requires documentation showing that **Chain-C, Inc.**, is in good standing with the State of Texas, as well as documentation naming the person(s) authorized to execute closing documents on behalf of such company.
  - c. If no production or outstanding oil, gas and other mineral leases on property an Affidavit as to Non-production is required to terminate leases described on Schedule B.
8. Should the closing take place at any office other than Dalhart Abstract Company, LP and the owner/lender requires taxes paid to 2015 in the Owner/Loan Policy, evidence must be provided to title agent showing taxes were paid at closing.
9. **Important tax and escrow information:** Hartley County has TWO taxing authorities. Please check **all tax certificates and collect all taxes at closing**.

**SCHEDULE D  
DISCLOSURES BY INSURER AND AGENT**

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 of **Chicago Title Insurance Company, a Nebraska corporation:**

<b>Officers:</b>		<b>Directors:</b>
President	Raymond Randall Quirk	Raymond Randall Quirk
Executive Vice President	Anthony John Park	Anthony John Park
Secretary	Michael Louis Gravelle	Michael Joseph Nolan
Treasurer	Daniel Kennedy Murphy	Theodore L. Kessner
		Edson Nye Burton, Jr.

Fidelity National Financial, Inc. owns 100% of FNTG Holdings, Inc., which owns 100% of Fidelity National Title Group, Inc., which owns 100% of Chicago Title Insurance Company.

2. The following disclosures are made by the Title Insurance Agent Issuing this Commitment:  
Dalhart Abstract Company, LP

- a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:  
Priestly Enterprises, Inc.; Priestly Family, LTD.
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1 %) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:  
Priestly Enterprises, Inc.; Priestly Family, LTD.; Peter J. Priestly; Desiree C. Priestly;
- c. The following persons are officers and directors of the Title Insurance Agent:

Officers		Directors
President	Peter J. Priestly	Peter J. Priestly
VicePres.	Desiree C. Priestly	Desiree C. Priestly
Secretary	Desiree C. Priestly	
Treasurer	Desiree C. Priestly	

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

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

<b>Owners Policy</b>	<b>\$TO BE DETERMINED</b>
<b>Loan Policy</b>	<b>\$</b>
<b>Total</b>	<b>\$TO BE DETERMINED</b>

Of this amount: 15% (in \$'s or %) will be paid to the policy issuing Title Insurance Company; 85% (in \$'s or %) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Service
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\*The estimated premium is based upon information furnished to us as 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 State Board of Insurance.

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

**DELETION OF ARBITRATION PROVISION**  
(Not applicable to the Texas Residential Owner 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 or your real estate transaction or by writing to the Company. The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Arbitration Rules of the American Land Title Association. 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, and service of the Company on connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of insurance is \$2,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the Insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal 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 in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorneys's fees only of the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

**I request deletion of the Arbitration provision.**

**GF# 14-410J**  
**Policy#**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Representing:**

**Chicago Title Insurance Company**

**AND**

**DALHART ABSTRACT COMPANY, LP**

## **PRIVACY POLICY**

We collect nonpublic personal information about you from the following sources:

- ◆ Information we receive from you, such as your name, address, telephone number, or social security number;
- ◆ Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by your or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.