

*Cover page for:*

**Preliminary Title Insurance Schedules**  
**(with copies of recorded documents listed as exceptions)**

*Prepared by:*

**Dalhart Abstract Company, LP**

**File Number: 17-410**

*For auction conducted on November 21, 2017 by:*

**Schrader Real Estate and Auction Company, Inc.**  
**and Paul A. Lynn & Associates, LLC**

*On behalf of:*

**DeLoye-Wiessinger**

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  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

We, Fidelity National 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

**Fidelity National Title Insurance Company**



By:

President

ATTEST

Secretary

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.



## FIDELITY NATIONAL 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 Fidelity National Title Insurance Company at 1-800-654-7041 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:**

**Fidelity National Title Insurance Company**

**Commitment**

1. GF/File Number: **17-410**

2. Policy Number:

3. Property Type: **30 Land**

4. County : **Hartley**

5. Policy Amount: **TBD** **TBD**

6. Premium : **(SEE SCHEDULE "D" & INVOICE FOR ALL CHARGES)**

7. Rate Rules : **1200** **3210**

8. Effective Date: **October 29, 2017 @ 5:00 PM**

**Fidelity National Title Insurance Company**  
**SCHEDULE A**

Effective Date: **October 29, 2017 @ 5:00 PM**

GF No.: **17-410**

Commitment No.: **01PJP11032017**, issued **November 3, 2017 at 9:40 AM**

1. The policy or policies to be issued are:

- (a) OWNERS POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: **\$ TBD**  
PROPOSED INSURED: **TBD**

- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE  
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: **\$**  
PROPOSED INSURED:

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

Policy Amount: **\$ TBD**  
PROPOSED INSURED: **TBD**  
Proposed Borrower: **TBD**

- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount: **\$**  
PROPOSED INSURED:  
Proposed Borrower:

- (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- (f) OTHER

Policy Amount: **\$**  
PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:  
**Dale J. DeLoye and Jane A. DeLoye and Ronald R. Wiessinger and Marcia J. Wiessinger, Trustees of the Ronald R. Wiessinger and Marcia J. Wiessinger Trust under Agreement dated October 22, 2002, as amended**

4. Legal description of land:

**SEE EXHIBIT A ATTACHED HERETO**

Commitment No.: 01PJP11032017

G.F. No.: 17-410

**Fidelity National Title Insurance Company**

**EXHIBIT A**

**LEGAL DESCRIPTION**

GF No.: 17-410

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **Hartley**, STATE OF TEXAS AND IS DESCRIBED AS FOLLOWS:


**Section 6, Block 1, S. P. Ry. Co. Survey, Hartley County, Texas.**

**The Company does not represent that the acreage or square footage calculations are correct.**

Countersigned:

Dalhart Abstract Company, LP

Agent

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

## Fidelity National Title Insurance Company

### SCHEDULE B

#### EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):  
**THIS EXCEPTION IS 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 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 **2017**, 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 Mortgagee 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 **2017** and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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. 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. (Owner's Only)
  - 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. Right-of-way easement to the State of Texas, for a 50-foot wide tract of land out of Section 6, described fully in deed recorded in Volume 88, Page 21, Deed Records, Hartley County, Texas.
- j. Pipeline easement to Wilcon Gas Company, for an easement crossing Section 6, Block 1, S. P. Ry. Co. Survey and Sections 3 and 4, E. T. Ry. Co. Survey, recorded in Volume 98, Page 367, Deed Records, Hartley County, Texas. Said easement transferred to Plateau Natural Gas Company in document recorded in Volume 106, Page 92, Deed Records, Hartley County, Texas.
- k. Reservations of all oil, gas, coal and other minerals in, on and under the Land and one-half of all wind energy and productions rights and Restrictions as to mineral development in Special Warranty Deed with Vendor's Lien and Bill of Sale dated December 16, 2008, and filed of record on the 19th day of December, 2008 from Dorothy P. Chaloupka, individually; Dorothy P. Chaloupka Trustee of The Carrol G. and Dorothy P. Chaloupka Living Trust, dated April 8, 1992; Steven Chaloupka and Christine Bradley, f/k/a Christine DeWeese, filed under Clerk File No. 160632 in Volume 132, Page 271, Official Public Records, Dallam County, Texas, under Clerk File No. 096843 in Volume 112, Page 445, Official Real Property Records, Hartley County, Texas, under Clerk File No. 020754 in Volume 283, Page 785, Official Real Property Records, Sherman County, Texas, and under Clerk File No. 0169012 in Volume 664, Page 759, Official Real Property Records, Moore County, Texas. Reservation interest affected by additional documents not listed herein.
- l. Memorandum of Oil, Gas and Mineral Lease dated May 16, 2014 between Steven L. Chaloupka, et al and H&L Exploration Company, LLC, recorded July 3, 2014 under Clerk File No. 104947, Official Public Records, Hartley County, Texas. Lease interest affected by additional documents not listed herein.

**Fidelity National Title Insurance Company**  
**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:
  - 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 Mortgagee 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. The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. If you are the lender in the transaction and elect deletion of the arbitration provision, please inform us through your loan closing instructions.
6. NOTE TO ALL BUYERS, SELLERS, BORROWERS, LENDERS AND ALL PARTIES HAVING A VESTED INTEREST IN THE TRANSACTION COVERED BY THIS COMMITMENT. Dalhart Abstract Company, LP, IN COMPLIANCE WITH APPLICABLE RULES OF THE STATE BOARD OF INSURANCE AND AUDIT REQUIREMENTS, HAS ADOPTED THE FOLLOWING PROCEDURES AND REQUIREMENTS FOR DISBURSEMENT OF FUNDS IN CONNECTION WITH THIS TRANSACTION. THE FOLLOWING CONSTITUTES A REQUIREMENT FOR DISBURSEMENT OF FUNDS BY Dalhart Abstract Company, LP FOR THIS TRANSACTION:  
The State Board of Insurance has adopted Procedural Rule P-27 which will require that "Good Funds" be received and deposited before Dalhart Abstract Company, LP may disburse from its Escrow Account. "Good Funds" is defined as:
  - a. Cash or wire transfer;
  - b. Certified checks, cashier's checks and teller's checks, as further described in definition "g" of this rule;
  - c. Uncertified funds in amount less than \$1,500.00, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation;
  - d. Uncertified funds in the amount of \$1,500.00 or more, drafts and any other times when collected by the financial institution;
  - e. State of Texas Warrant;
  - f. United States Treasury Checks;
  - g. Checks drawn on a bank or savings and loan association insured by the FDIC or FSLIC and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed immediately available funds procedures agreement (form T-37) and such bank or savings and loan association.
  - h. Checks by city and county governments in the State of Texas.
7. Company must be furnished true and correct copies of all documents to be used in closing the transaction to be insured hereunder at least forty-eight (48) hours prior to closing. Company reserves the right to make additional requirements after receipt and review of said documents.

## Fidelity National Title Insurance Company

### SCHEDULE C

8. Our office requires an affidavit as to debts and liens to be signed at closing. Payment of any and all taxes now due and payable up to and including the year **2017**.
9. Upon determination that the proposed insured property is being assessed for tax purposes other than agricultural and at a fair market value and the payment of the additional premium required for the amendment, Item 3, Schedule B will be amended to read as follows, in the Loan Policy of Title Insurance: "Taxes for the year 2017, and subsequent years, not yet due and payable".
10. Item 2, Schedule B may be amended, upon request, to read "Shortages in area" in the Loan Policy of Title Insurance if we are furnished a survey prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, encroachments, or overlapping of improvements.
11. Item 2, Schedule B may be amended, upon request, to read "Any shortages in area" in the Owners Policy of Title Insurance if we are furnished a survey prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, encroachments, or overlapping of improvements; and the payment of the additional premium required for this amendment.
12. "Rights of parties in possession" shown in Schedule B of this commitment will be deleted from the Owners Policy of Title Insurance ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that they understand that the Owners Policy of Title Insurance will be issued subject to the rights of parties in possession.
13. Company reserves the right to revise this Commitment and/or to make additional requirements and/or exceptions upon receipt and review of the documents to be used for closing of the transaction(s) to be insured hereunder.
14. Company reserves the right to revise this Commitment and to make additional requirements and/or exceptions upon receipt of a new survey of the Property.
15. DEED OF TRUST dated January 20, 2011, and filed of record on the 26th day of January, 2011, executed by Ronald R. Wiessinger and wife, Marcia J. Wiessinger and Dale J. DeLoye and wife, Jane A. DeLoye, to Ronald J. Carlock, TRUSTEE, securing the payment of one note of even date therewith payable to Lone Star, FLCA, in the principal amount of \$880,000.00, recorded under Clerk File No. 099391 in Volume 126, Page 121, Official Real Property Records, Hartley County, Texas and re-filed to include Addendum under Clerk File No. 099644, Official Real Property Records, Hartley County, Texas. Further affected by Correction Agreement dated April 18, 2012 and recorded April 26, 2012 under Clerk File No. 101219, Official Public Records, Hartley County, Texas. Additionally secured by VENDOR'S LIEN retained in Deed dated January 20, 2011, and filed of record on the 26th day of January, 2011, from Dalhart Realty Investors, L.L.C., a Texas limited liability company; and Dalhart KG 385 Land, L.L.C., a Texas limited liability company, as tenants in common, to Dale J. DeLoye and Jane A. DeLoye, husband and wife; and Ronald R. Wiessinger and Marcia J. Wiessinger, husband and wife, securing the payment of said certain promissory note of even date therewith in the principal amount of \$880,000.00, payable as therein provided, recorded under Clerk File No. 099390 in Volume 126, Page 116, Official Real Property Records, Hartley County, Texas.
16. DEED OF TRUST dated January 20, 2011, and filed of record on the 26th day of January, 2011, executed by Ronald R. Wiessinger and wife, Marcia J. Wiessinger and Dale J. DeLoye and wife, Jane A. DeLoye, to Ronald J. Carlock, TRUSTEE, securing the payment of one note of even date therewith payable to Lone Star, PCA, in the principal amount of \$280,000.00, recorded under Clerk File No. 099392 in Volume 126, Page 136, Official Real Property Records, Hartley County, Texas.
17. DEED OF TRUST dated January 31, 2012, and filed of record on the February 13, 2012, executed by Ronald R. Wiessinger and spouse, Marcia J. Wiessinger and Dale J. DeLoye and spouse, Jane A. DeLoye, to Steve H. Fowlkes, TRUSTEE, securing the payment of one note of even date therewith payable to Lone Star, PCA, in the principal amount of \$90,000.00, recorded under Clerk File No. 100881 in Volume 134, Page 079, Official Public Records, Hartley County, Texas.
18. DEED OF TRUST dated August 8, 2012, and filed of record on the August 16, 2012, executed by Ronald R. Wiessinger and spouse, Marcia J. Wiessinger and Dale J. DeLoye and spouse, Jane A. DeLoye, to Steve H. Fowlkes,

TRUSTEE, securing the payment of one note of even date therewith payable to Lone Star, PCA, in the principal amount of \$50,000.00, recorded under Clerk File No. 101820 in Volume 139, Page 865, Official Public Records, Hartley County, Texas.

**19. Seller Requirements:**

- a. Company requires marital status of owner shown herein to be reflected on the deed of conveyance.
- b. If married and the property is homestead property, company requires spouse to sign deed of conveyance.
- 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.
- d. Affidavit is required verifying Ronald R. Wiessinger and Marcia J. Wiessinger, Trustees of the Ronald R. Wiessinger and Marcia J. Wiessinger Trust under Agreement dated October 22, 2002, as amended, is affective.

**20. Buyer Requirement:**

- a. Company requires spouse, if any, to join in execution of all lien documents.
- b. Homestead Affidavit is required and will be filed of record. Affidavit of Homestead must be filed, for all property other than homestead property. **If the property is rural, a Rural Homestead Affidavit must be filed claiming 200 acres.**
- c. (FOR LOAN POLICY ONLY) Should the above property be non-homestead property, it is required that an affidavit be filed of record stating the same and designating other homestead property. If in fact, the property is homestead property, satisfactory evidence is required to show that the lien documents will create a valid lien covering homestead property to the full amount of the policy.
- d. Additional requirements may be made upon the execution of purchase contract.

**SCHEDULE D**  
**DISCLOSURES BY INSURER AND AGENT**

GF#17-410

Pursuant to the requirements of Rule P-2, Basic Manual of Rules, Rates and Forms for writing Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:  
 Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial Inc.  
 Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan  
 Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy
2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:  
 Dalhart Abstract Company, LP
  - a. The names of each shareholder, owners, partner or other person having, owning or controlling 1% or more of the Title Insurance Agent are as follows: Priestly Enterprises, Inc.; Priestly Family, LTD.
  - b. Shareholders, owners, partners or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent 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:
 

<b>Officers</b> President Peter J. Priestly Vice Pres. Desiree C. Priestly Secretary Desiree C. Priestly Treasurer Desiree C. Priestly	<b>Directors</b> Peter J. Priestly Desiree C. Priestly
--	--
  - d. The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
  - e. For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of 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 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:

Owners Policy	\$TBD
Mortgagee Policy	\$TBD
Endorsement Charges	\$TBD
Guaranty Fee(s)	<u>\$3.00/\$6.00</u>
Total	\$TBD

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 State Department of Insurance.

Valid only if Schedules A, B and C and Cover Page are attached

## Fidelity National Title Insurance Company

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

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

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

The arbitration provision in the Policy is as follows:

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

I request deletion of the Arbitration provision.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Representing:**

**Fidelity National 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.

**TAX CERTIFICATES FOR  
DALHART ABSTRACT COMPANY, LP**

**TITLE SHOWS IN: Dale J. DeLoye and Jane A. DeLoye and Ronald R. Wiessinger and Marcia J. Wiessinger, Trustees of the Ronald R. Wiessinger and Marcia J. Wiessinger Trust under Agreement dated October 22, 2002, as amended**

**GR#17-410**

**THE STATE OF TEXAS§**

**COUNTY OF Hartley §**

The undersigned COLLECTOR OF TAXES hereby certifies that the approved current and delinquent tax rolls and records in use in this office show no DELINQUENT or UNPAID TAXES, INTEREST or PENALTIES for 2016 and previous years on the following described real estate to-wit:

**Legal Description: Section 6, Block 1, S. P. Ry. Co. Survey, Hartley County, Texas.**

**Address:**

**EXCEPT AS FOLLOWS: (If NO EXCEPTIONS, please write word NONE below.)**

<b>Taxes due for:</b>	<b>Amount due:</b>
Year _____	_____
Year _____	_____

(If more years needed, please attach supplement to this certificate.)

**TOTAL TAXES DUE: \$ \_\_\_\_\_**

**Date through which penalty/interest are computed \$ \_\_\_\_\_**

**For PRO-RATING TAXES, please give most recent years TAX \$ \_\_\_\_\_**

**AMOUNT (Give this figure whether taxes are DELINQUENT or NOT.)**

Does the owner claim any exemptions/valuation \_\_\_\_\_ homestead  
\_\_\_\_\_ disability  
\_\_\_\_\_ 65 year  
\_\_\_\_\_ agricultural

**Assessed value of the property \$ \_\_\_\_\_**

**Assessed value of the improvements \$ \_\_\_\_\_**

**WITNESS MY HAND AND SEAL OF OFFICE AT \_\_\_\_\_, Texas, this \_\_\_\_\_ day of October, 2017.**

**P. Jan Lowry  
Tax Collector in and for the  
Hartley CAD**

**BY: \_\_\_\_\_**



# HARTLEY COUNTY APPRAISAL DISTRICT

ID: R000002094

## TAX CERTIFICATE

REF: 17-1410

**HARTLEY COUNTY APPRAISAL DISTRICT**  
**PO BOX 405**  
**HARTLEY, TX 79044-0405**  
**PHONE: 806-365-4515**  
**FAX: 806-365-4582**

Owner Information
DELOYE & WIESSINGER TRUST DALE & JANE DELOYE/RONALD & MARCIA WIESSINGER 331 CARDO RD FORT LORAMIE, OH 45845-9745

<b>Amount Due</b>	<b>\$5,497.39</b>
<i>IF PAID IN NOVEMBER 2017</i>	

Paid In Month	*Addn Fees	Tax Due
December 2017	0.00	5,497.39
January 2018	0.00	5,497.39
February 2018	384.82	5,882.21

Mail to **DALHART ABSTRACT**  
**501 DENROCK**  
**DALHART, TX 79022**

**IF THIS PROPERTY RECEIVED OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, ADDITIONAL ROLLBACK TAXES MAY BECOME DUE AS PROVIDED BY TAX CODE CHAPTER 23.**

Property Information		Legal Information		Market Values		Summary	
ID: R000002094	GEOID: 1123012501006	LEGAL: SUBD: SPRR, BLK: 00001, LOT: 00006, SPRR;BLOCK 1;SECTION 6 ACRES: 640.000	OWNER INTEREST: 1.0	Production	858,090	Total Market	858,090
						Prod Loss	573,700
						Total Assessed	284,390

Tax Year	Taxing Entities	Base Tax	Paid	Balance	Penalty & Interest	Attorney Fee	Other Fees	Total Due
2015	02 HARTLEY COUNTY	1,022.33	1,022.33	0.00	0.00	0.00	0.00	0.00
2015	04 NORTH PLAINS GCD	75.15	75.15	0.00	0.00	0.00	0.00	0.00
2015	06 DAL/HARTLEY HOSPITAL	490.16	490.16	0.00	0.00	0.00	0.00	0.00
2015	22 HARTLEY ISD	3,663.58	3,663.58	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL FOR 2015</b>	<b>5,251.22</b>	<b>5,251.22</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
2016	02 HARTLEY COUNTY	1,117.51	1,117.51	0.00	0.00	0.00	0.00	0.00
2016	04 NORTH PLAINS GCD	97.84	97.84	0.00	0.00	0.00	0.00	0.00
2016	06 DAL/HARTLEY HOSPITAL	501.44	501.44	0.00	0.00	0.00	0.00	0.00
2016	22 HARTLEY ISD	3,752.81	3,752.81	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL FOR 2016</b>	<b>5,469.60</b>	<b>5,469.60</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
2017	02 HARTLEY COUNTY	1,080.68	0.00	1,080.68	0.00	0.00	0.00	1,080.68
2017	04 NORTH PLAINS GCD	95.88	0.00	95.88	0.00	0.00	0.00	95.88
2017	06 DAL/HARTLEY HOSPITAL	497.68	0.00	497.68	0.00	0.00	0.00	497.68
2017	21 FRANK PHILLIPS	94.51	0.00	94.51	0.00	0.00	0.00	94.51
2017	22 HARTLEY ISD	3,728.64	0.00	3,728.64	0.00	0.00	0.00	3,728.64
	<b>TOTAL FOR 2017</b>	<b>5,497.39</b>	<b>0.00</b>	<b>5,497.39</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,497.39</b>
		<b>16,218.21</b>	<b>10,720.82</b>	<b>5,497.39</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,497.39</b>

Quick Link:



<b>Amount Due</b>	<b>\$5,497.39</b>
<i>IF PAID IN NOVEMBER 2017</i>	

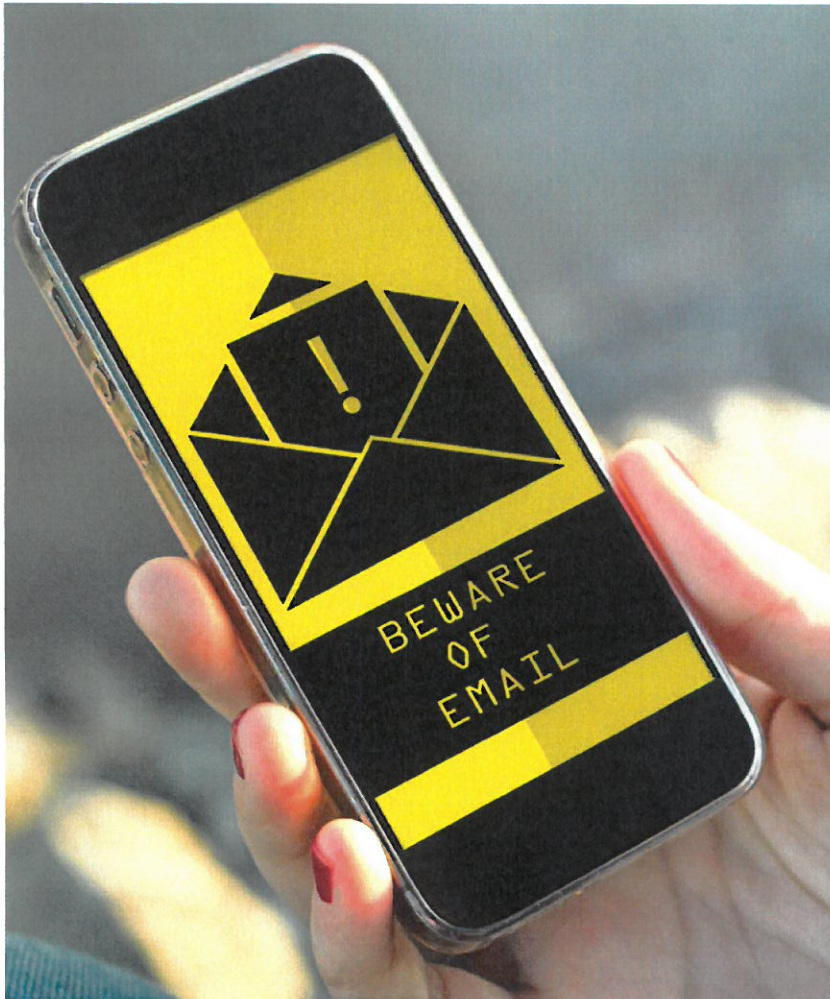
*This certifies that after checking the tax records of this office the following taxes, penalties and interest, attorney fees and late fees are due for this property for the following taxing units.*

*Robert Davis*

Signature of Collections Officer

11/6/2017

Date of Tax Certificate



# Avoid Mortgage Closing Scams

Homebuyers are being targeted by email phishing scams. Scammers are sending emails to homebuyers posing as their real estate agent or settlement agent, advising them of last minute changes in the closing process. The attempt is to steal the homebuyers down payment and closing costs.

## Prevent email phishing scams:

- Discuss the closing process and money transfer protocols with your real estate or settlement agent.
- If you receive an email requesting that you send money in connection with closing, even if it's from a familiar source, STOP. Call your real estate or settlement agent to discuss. Don't use phone numbers or links in the email.



- Don't email financial information. Email is not a secure way to send financial information.
- Be cautious about opening attachments and downloading files from emails, regardless of who sent them. These files can contain malware that can weaken your computer's security.
- Before sending any wire transfer, ask your bank for help identifying any red

flags in the wiring instructions. Red flags include potential discrepancies between the account name and the name of the intended beneficiary (i.e., your real estate or settlement agent). Your bank may also be able to compare the receiving account number to account numbers identified in past consumer complaints as the destination of fraudulent transactions.

- Confirm receipt of the wire transfer by your real estate or settlement agent a few hours after the wire was transmitted. If you or another entity involved in the closing suspect a problem, report it to law enforcement and your bank as soon as possible to increase your likelihood of recovering the money.

## What to do if you are a victim:

- Contact your bank or the money transfer company immediately upon discovering that funds have been transferred to the wrong account. Ask the bank or money transfer company to attempt a wire recall.
- Contact your local FBI and state Attorney General office.
- File a complaint, regardless of the dollar amount, with the FBI's Internet Crime Complaint Center at [www.ic3.gov](http://www.ic3.gov). Part of the mission of ic3 is to provide the public with a reliable and convenient reporting mechanism to submit information to the FBI concerning suspected Internet-facilitated criminal activity. Information is analyzed and used for investigative and intelligence law enforcement purposes and for public awareness.
- Report the phishing scam to the FTC.

Source: CFPB  
<https://www.consumerfinance.gov/about-us/blog/buying-home-watch-out-mortgage-closing-scams/>



out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

TO HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness my hand, this the 29 day of April, A. D. 1952.

E. J. Kuper

THE STATE OF TEXAS  
COUNTY OF DALLAM

Before me, Ada Swafford, a notary public in and for said County and State on this day personally appeared E. J. Kuper, known to me (or proved to me on the oath of \_\_\_\_\_, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 29 day of April, 1952.

(seal)

Ada Swafford, Notary Public,  
in and for Dallas County, Texas

Filed for record May 19, 1952 at 10 o'clock P.M.

Recorded May 22, 1952 at 4:45 o'clock P.M.

Noble Thomas, County Clerk  
By *Anna M. Baker* Deputy

File No. 38415

RIGHT-OF-WAY EASEMENT

STATE OF TEXAS  
COUNTY OF HARTLEY

KNOW ALL MEN BY THESE PRESENTS:

THAT W. N. Barrick of Amarillo, Texas in consideration of the sum of one dollar and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the State of Texas, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following land(s) in Hartley County, Texas, owned by me and being subject to:

(IMPORTANT NOTE: If no liens, easements or leases exist, insert the word, "None.")

lien(s) held by Southwestern Life Insurance Co., Dallas, Texas,  
(Name) (Address)

easement(s) held by none, lease(s) held by Fury Oil Co.,  
(Name) (Address) (Name) (Address)

and being particularly described as follows, to-wit:

A tract of land 50 feet wide and approximately 92.0 feet long out of Section 6, Block 1, of the S. P. Railroad Company Survey in Hartley County, Texas. Said tract is more definitely described as follows:

Beginning at the southwest corner of said Section 6, which corner is in the center of the present county road; Thence north 89 degrees and 19 minutes east, along the south line of said Section 6, a distance of 92.0 feet to a point; Thence north 00 degrees and 11 minutes west, a distance of 50 feet to a point; Thence south 89 degrees and 19 minutes west, parallel with the south line of said Section 6, a distance of 92.0 feet to a point in the west line of said Section 6; Thence south 00 degrees and 11 minutes east, along said west line, a distance of 50 feet to the place of beginning.

The above described tract contains 0.106 acres of land more or less, of which 0.106

22

acres are in the present county road and 0.043 acres are new right-of-way.

For the purpose of opening, constructing and maintaining a permanent highway, in, along, upon and across said premises, with the right and privilege at all times of the grantee here-in, his or its agents, employees, workmen and representatives having ingress, egress, and regress in, along, and across said premises for the purpose of making additions to, improvements on and repairs to the said highway, or any part thereof.

It is specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, calciche or any other materials or minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And it is further agreed that W. N. Barrick in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other constructions as may be found upon said premises.

TO HAVE AND TO HOLD unto the said State of Texas as aforesaid for the purposes aforesaid the premises above described.

Witness my hand, this the 2 day of May, A. D. 1952.

W. N. Barrick

THE STATE OF TEXAS |  
COUNTY OF POTTER |

Before me, L. H. Beadle, a notary public in and for said County and State, on this day personally appeared W. N. Barrick, known to me (or proved to me on the oath of \_\_\_\_\_, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 2nd day of May, 1952.

(seal)

L. H. Beadle, Notary Public  
in and for Potter County, Texas

Filed for record May 19, 1952 at 10 o'clock A.M.  
Recorded May 23, 1952 at 10:45 o'clock A.M.

Noble Thomas, County Clerk  
B. J. [Signature] Deputy

-----  
File No. 36910  
RIGHT-OF-WAY EASEMENT

STATE OF TEXAS |  
COUNTY OF HARTLEY |

KNOW ALL MEN BY THESE PRESENTS:

THAT C. H. Kuper of Delhart, Texas, in consideration of the sum of one dollar and other good and valuable consideration in hand paid by the State of Texas, acting through the State Highway Commission, receipt of which is heroby acknowledged, do by these presents grant, bargain, sell and convey unto the State of Texas, the free and uninterrupted use, liberty, and privilege of the passage in, along, upon and across the following lands in Hartley County, Texas, owned by me and being subject to:

(IMPORTANT NOTE: If no liens, easements or leases exist, insert the word, "None.")

lien(s) held by none (Name) (Address), easement(s) held by none (Name) (Address)

lease(s) held by Shamrock Oil and Gas Co., Amarillo, Texas, and being particularly (Name) (Address)

described as follows, to-wit:



**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**  
**AND BILL OF SALE**

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

**DATE:** December 16, 2008

**EFFECTIVE DATE:** December 15, 2008

**GRANTOR:** Dorothy P. Chaloupka, individually; Dorothy P. Chaloupka, Trustee of The Carrol G. and Dorothy P. Chaloupka Living Trust dated April 8, 1992; Steven Chaloupka; and Christine Bradley (f/k/a Christine DeWeese)

**GRANTOR'S MAILING ADDRESS:** 2218 S. Lipscomb Street  
Amarillo, Texas 79109

**GRANTEE:** Dalhart Realty Investors, L.L.C. and Dalhart KG 385 Land, L.L.C., as tenants in common

**GRANTEE'S MAILING ADDRESS:** 2403 South Boulevard  
Houston, TX 77098

**CONSIDERATION:** Ten Dollars (\$10.00) and other valuable consideration paid by Grantee to Grantor in immediately available funds, together with a Promissory Note of even date that is in the original principal amount of Six Million Nine Hundred Thirty Thousand and No/100 Dollars (\$6,930,000.00) and is executed by Grantee, payable to the order of Grantor (the "Note"). The Note is secured by a Vendor's Lien retained in favor of Grantor in this Deed and by a Deed of Trust of even date from Grantee to PLA Services, Inc., Trustee for the benefit of Grantor.

**REAL PROPERTY (including any improvements):**

- (a) The land more particularly described on Exhibit "A" attached hereto (the "Land");
- (b) All improvements located on the Land; and
- (c) One-half of the wind energy and production rights relating to the Land, together with all surface damages relating to such development.

**PERSONAL PROPERTY:**

All wells, pumps, center-pivot sprinkler systems, and ancillary irrigation equipment that is attached to the Land.

**RESERVATIONS FROM CONVEYANCE:**

- (a) All oil, gas, coal and other minerals in, on and under the Land (but not including sand, gravel, caliche or rock);
- (b) one-half of all wind energy and production rights relating to the Land including, without limitation, one-half of the right to receive all royalties, production proceeds, bonus payments or other compensation resulting from the commercial sale of electricity generated by wind turbines placed on the Land, as well as all executive rights relating to Grantor's one-half interest;
- (c) the irrigation motors, drive shafts and cooling coils relating to any irrigation wells currently on the Land;
- (d) the personal property of Dorothy Chaloupka located on the Land; and
- (e) any 2008 summer crops growing on the Land as of the date of this deed.

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Validly existing easements, rights-of-way, and prescriptive rights, that are visible or of record that affect the Real Property; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Real Property; rules and regulations of the applicable Wind Erosion Conservation District, if any; rules and regulations of the North Plains Ground Water Conservation District No. 2; and taxes for 2008 and subsequent years, which Grantee agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

**RESTRICTIONS ON MINERAL DEVELOPMENT:**

Notwithstanding the mineral reservation of Grantor set forth in this deed, the following restrictions shall apply to any drilling, mining, and production of oil, gas, coal and other minerals in any lease, transfer or assignment of such rights that is executed by Grantor, Grantor's heirs, successors, lessees or assigns after the Effective Date. Such restrictions shall run with the Land and shall be binding upon Grantor's heirs, successors and assigns. The restrictions include the following:

- a. In any future lease executed by Grantor, Grantor's heirs, successors, lessees and assigns, they shall require that any and all improvements, wells, pump jacks, and

tank batteries be constructed in a manner so as not to unreasonably interfere with any center pivot sprinkler system that is in existence on the Land on the date of such lease. This is to say that under future leases, tank batteries and similar improvements shall be located outside the area covered by the existing center pivot sprinkler system on the Land and pump jacks, well heads, and similar equipment shall be constructed with pits, ramps, or other technologies or shall be "low boy" design or other similar design so as to allow the existing center pivot sprinkler systems to pass over the equipment. In addition, if Grantor enters into any oil, gas or mineral lease between the Effective Date and nine (9) months following the Effective Date, Grantor agrees that such lease shall provide that all improvements, wells, pump jacks, and tank batteries be constructed in a manner so as not to unreasonably interfere with any center pivot sprinkler system that is in existence on the Land on the date of such lease or that is placed on the Land during the nine (9) month period following the Effective Date. The restrictions set forth in this paragraph shall not extend to oil, gas or other mineral production under leases that are in existence as of the Effective Date;

b. To the degree that is reasonable, Grantor, Grantor's heirs, successors, lessees and assigns shall accommodate Grantee's and Grantee's successors then existing surface usage in the drilling and mining of oil, gas, coal and other minerals.

Grantor and Grantee agree that the terms of Section XI(C) and Article XIII set forth in that certain Contract of Sale between Grantor and Grantee dated August 11, 2008, covering the Real Property, shall survive the delivery of this deed for a period of six months after the Effective Date.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Real Property and the Personal Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Real Property and the Personal Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained by Grantor until the Note is fully paid according to its terms, at which time this deed will become absolute.

**GRANTOR DISCLAIMS ANY WARRANTY OF HABITABILITY AND ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE REAL PROPERTY AND THE PERSONAL PROPERTY. THE REAL PROPERTY AND THE PERSONAL PROPERTY ARE SOLD ON AN "AS IS" BASIS WITH ANY AND ALL LATENT AND PATENT DEFECTS.**



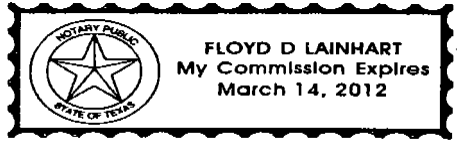
This instrument may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and constitute the same instrument.

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

*[remainder of page intentionally blank]*



Christine Bradley  
Christine Bradley (f/k/a Christine DeWeese)



STATE OF TEXAS  
COUNTY OF Collin

This instrument was acknowledged before me on the 16 day of December, 2008, by Christine Bradley (f/k/a Christine DeWeese).

Floyd D. Lainhart  
Notary Public, State of Texas

**[Signature Page to Special Warranty Deed from Chaloupka, et.al.  
to Dalhart Realty Investors, L.L.C.]**

GRANTEE:

Dalhart Realty Investors, L.L.C.

By: Dalhart Realty Investors, G.P., Inc.,  
as manager

By: *Abraham Tieh*  
Abraham Tieh, President

STATE OF TEXAS §  
COUNTY OF Harris §

This instrument was acknowledged before me on the 17 day of December, 2008, by Abraham Tieh, President of Dalhart Realty Investors, G.P., Inc., a Texas corporation, as manager of Dalhart Realty Investors, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



*Annette M. Chenevert*  
Notary Public, State of Texas

Dalhart KG 385 Land, L.L.C.

By: Dalhart KG 385 Land G.P., Inc.,  
as manager

By: *Abraham Tieh*  
Abraham Tieh, President

STATE OF TEXAS §  
COUNTY OF Harris §

This instrument was acknowledged before me on the 17 day of December, 2008, by Abraham Tieh, President of Dalhart KG 385 Land, G.P., Inc., a Texas corporation, as manager of Dalhart KG 385 Land, L.L.C., a Texas limited liability company, on behalf of said limited liability company.



*Annette M. Chenevert*  
Notary Public, State of Texas

[Signature Page to Special Warranty Deed from Chaloupka, et.al.  
to Dalhart Realty Investors, L.L.C.]

EXHIBIT "A"

- Tract One: All of Section 6, Block 1, S. P. Ry. Co. Survey, Hartley County, Texas.
- Tract Two: All of Section 1, Block 1, S. A. & M. G. Ry. Co. Survey, Hartley County, Texas, SAVE AND EXCEPT a 6.6 acre tract heretofore conveyed to the Chicago, Rock Island and Gulf Railway Company for a railroad right-of-way.
- Tract Three: All of Section 2, Block 1, S. A. & M. G. Ry. Co. Survey, Hartley County, Texas.
- Tract Four: All of Section 3, Block 1, S. A. & M. G. Ry. Co. Survey, Hartley County, Texas.
- Tract Five: All of Section 4, Block 1, S. A. & M. G. Ry. Co. Survey, Hartley County, Texas, SAVE AND EXCEPT a 12.428 acre tract of land off South side, AND SAVE AND EXCEPT a 6.6 acre tract heretofore conveyed to the Chicago, Rock Island and Gulf Railway Company for a railroad right-of-way.
- Tract Six: Section 3, Block 1, E. T. Ry. Co. Survey, Hartley County, Texas.
- Tract Seven: Section 4, Block 1, E. T. Ry. Co. Survey, Hartley County, Texas.
- Tract Eight: The South one-half of Section 7, Block B, J. M. Swisher Survey, Dallam and Sherman Counties, Texas.
- Tract Nine: All of Section 1, T. H. Epsey Survey, Dallam and Hartley Counties, Texas.
- Tract Ten: Section 13, Block Q, H. & G. N. Ry. Co. Survey, Moore and Hartley Counties, Texas, SAVE AND EXCEPT a 2.2 acre tract heretofore conveyed to the Chicago, Rock Island and Gulf Railway Company for a railroad right-of-way.
- Tract Eleven: Section 24, Block Q, H. & G. N. Ry. Co. Survey, Moore and Hartley Counties, Texas.
- Tract Twelve: The East one-half of Section 1, Block 1, E. T. Ry. Co. Survey, Dallam and Hartley Counties, Texas.
- Tract Thirteen: Section 10, Block 2T, Public School Land, Sherman County, Texas.

COUNTY OF SHERMAN TEXAS  
 CLERK  
 PD. 444.00 DACC  
 509 444 3250 DOC

2009 DEC 19 AM 8:27

FILED

150632

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

COUNTY OF HARTLEY

§  
§  
§

This memorandum is filed of record to give constructive notice of the existence of an Oil, Gas and Mineral Lease, as follows:

**Lessor:** Steven L. Chaloupka Individually and as Co-Trustee of The Dorothy P. Chaloupka Survivor's Trust under agreement dated April 8, 1992  
2218 South Lipscomb Street  
Amarillo, Texas 79109

Christine Bradley, Individually and as Co-Trustee of The Dorothy P. Chaloupka Survivor's Trust under agreement dated April 8, 1992  
P.O. Box 250766  
Plano, Texas 75025

**Lessee:** H&L Exploration Company, L.L.C.  
P.O. Box 7506  
Amarillo, Texas 79114

**Effective Date:** May 16, 2014

**Leased Premises:**

**Tract 1:** All of Section 1, Block 1, SA&MG Ry. Co. Survey; LESS AND EXCEPT 12.12 acres, more or less, as described in that certain Warranty Deed dated February 18, 1930, and being recorded at Volume 58, Page 605 of the Deed Records of Hartley County, Texas; leaving 627.88 acres, more or less.

**Tract 2:** All of Section 2, Block 1, S.A.&M.G. Ry. Co. Survey, Hartley County, Texas, LESS AND EXCEPT the North One-Half of the East One-Third of the South 240 acres (N 1/2 of the E 1/3 of the S 240 ac.) and LESS AND EXCEPT the North One-Half of the West One-Third of the South 240 acres (N 1/2 of the W 1/3 of the S 240 ac) of said section, containing 560.00 acres, more or less.

**Tract 3:** All of Section 3, Block 1, SA&MG Ry. Co. Survey, Hartley County, Texas, containing 640.00 acres, more or less.

**Tract 4:** All of Section 4, Block 1, S.A.&M.G. Ry. Co. Survey, Hartley County, Texas, LESS AND EXCEPT 24.24 acres, more or less, as described in that certain Warranty Deed dated February 18, 1930, and being recorded at Volume 58, Page 605 of the Deed Records of Hartley County, Texas, containing 615.76 acres, more or less.

**Tract 5:** All of Section 3, Block 1, E.T. Ry. Co. Survey, Hartley County, Texas, containing 640.00 acres, more or less.

**Tract 6:** All of Section 4, Block 1, E.T. Ry. Co. Survey, Hartley County, Texas, containing 640.00 acres, more or less.

**Tract 7:** All of Section 1, T.H. Epsey Survey, Abstract #731, Dallam and Hartley Counties, Texas, containing 640.00 acres, more or less.

**Tract 8:** All of Section 6, Block 1, S.P. Ry. Co. Survey, Hartley County, Texas, containing 640.00 acres, more or less.

**Tract 9:** All of Section 10, Block 2, Public School Lands Survey, Sherman County, Texas, LESS AND EXCEPT those rights held by production from the Sampson Lone Star Limited Partnership Barrick A. No. 210R well located in said section, and subject to the terms of three (3) Oil and Gas Leases granted to Samson Lone Star Limited Partnership, as Lessee, and recorded in Volume 267 at Pages 855, 864 and 873 of the Official Public Records of Sherman County, Texas, containing 566.00 acres, more or less.

**Tract 10:** The S 1/2 of Section 7, Block B, J.M. Swisher Survey, Dallam and Sherman Counties, Texas, LESS AND EXCEPT those rights held by production from the Samson Lone Star Limited Partnership Barrick B. No. 207 well located in said section, and subject to the terms of three (3) Oil and Gas Leases granted to Samson Lone Star Limited Partnership, as Lessee, and recorded in Volume 267 at Pages 828, 837 and 846 of the Official Public Records of Sherman County, Texas, containing 484.60 acres, more or less.

**Leased Premises shall be treated as comprising 6,054.24 acres, whether it actually comprises more or less.**

- Term:** Three (3) years from its effective date, and as long thereafter as oil, gas, or other minerals are produced from said land or land with which said land is pooled or as otherwise provided in the Lease.
- Option:** Lessee has the option, but not obligation, to extend said term for an additional two (2) years.

WHEREAS, this Memorandum shall constitute notice the Lessor has executed and delivered to Lessee that certain Oil and Gas Lease dated as of May 16, 2014 (the "Effective Date") covering the land described above.

The Oil and Gas Lease and all the terms, conditions, covenants and provisions thereof are by this reference incorporated herein and made a part hereof in all respects as though fully set forth herein. A complete copy of the Oil and Gas Lease may be obtained upon request from Lessee.

This Memorandum and all of its terms, conditions, covenants and provisions shall extend to and be binding upon all the heirs, successors and assigns of the Lessor and Lessee.

*[Remainder of page intentionally left blank  
Signature page to follow]*

EXECUTED by the Lessor and Lessee on their respective dates of acknowledgment to be effective as of the Effective Date. This Memorandum of Oil and Gas Lease may be executed in counterparts, all of which constitute the same agreement.

**Lessor:**

Steven L. Chaloupka, Individually and as Co-Trustee of the Dorothy P. Chaloupka Survivor's Trust

*Steven L. Chaloupka*  
Steven L. Chaloupka, individually and as Co-Trustee

Christine Bradley, Individually and as Co-Trustee of the Dorothy P. Chaloupka Survivor's Trust

\_\_\_\_\_  
Christine Bradley, Individually and as Co-Trustee

**Lessee:**

H&L Exploration Company, L.L.C., a Texas limited liability company

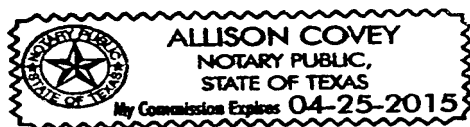
By: *Gib Brown*  
**Gib Brown, Manager and President**

**ACKNOWLEDGMENT**

STATE OF TEXAS                    }  
  }  
COUNTY OF Potter                }

The foregoing instrument was acknowledged before me this 24 day of June, 2014, by Steven L. Chaloupka, individually and in his capacity as Co-Trustee of The Dorothy P. Chaloupka Survivor's Trust, and that he has executed the same for the purposes and consideration therein expressed, and in the capacity herein stated.

WITNESS my hand and official seal.



*Allison Covey*  
Notary Public

My Commission Expires: 4-25-15

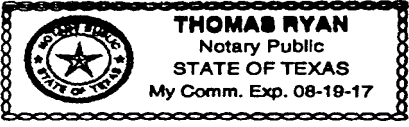




STATE OF TEXAS }  
COUNTY OF Collin }

The foregoing instrument was acknowledged before me this 24 day of June, 2014, by Christine Bradley, individually and in her capacity as Co-Trustee of The Dorothy P. Chaloupka Survivor's Trust, and that she has executed the same for the purposes and consideration therein expressed, and in the capacity herein stated.

WITNESS my hand and official seal.

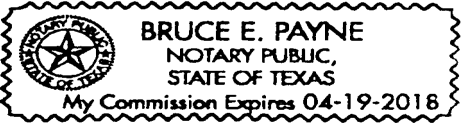


[Signature]  
Notary Public  
My Commission Expires: 8-19-17

STATE OF TEXAS §  
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 2nd day of July, 2014, by Gib Brown, in his capacity as manager & president of H&L Exploration Company, L.L.C., and that he has executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

WITNESS my hand and official seal.



[Signature]  
Notary Public  
My Commission Expires: 04-19-2018

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FILED and certified as RECORDED in the Official Public Records of Hartley County on the date and time stamped. Melissa Mead, County Clerk, Hartley County, Texas.

By: [Signature] Deputy July 3, 2014 (10:04am)

104947  
H&L Exploration  
#2

IN TESTIMONY WHEREOF, witness our hands this the 7 day of December, 1964.

G.L.LASLEY  
V.O.LASLEY

THE STATE OF TEXAS  
COUNTY OF DALLAM

BEFORE ME, the undersigned Notary Public in and for said County, Texas, on this day personally appeared V.O.Lasley & G.L.Lasley, known to me to be the persons whose names are subscribed to be the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of December, 1964.

(SEAL)

Clara Cumper, Notary Public  
Dallam County, Texas.

Filed For Record December 11, 1964 At 8 O'clock A.M.

Recorded December 16, 1964 At 2 O'clock P.M.

Noble Thomas, County Clerk  
By *[Signature]* Deputy

File no. 47944

TRANSFER AND ASSIGNMENT OF EASEMENTS

THE STATE OF TEXAS  
COUNTY OF HARTLEY

KNOW ALL MEN BY THESE PRESENTS:

THAT WILCOX GAS CO., a corporation, for and in consideration of the sum of One Hundred and no/100 Dollars and other good and valuable consideration to it cash in hand paid by PLATEAU NATURAL GAS COMPANY, a corporation, the receipt and sufficiency of which is acknowledged; have Granted, Sold and Conveyed, and by these presents do Grant, Sell, Convey, Transfer and assign unto Plateau Natural Gas Company, a corporation, all of the following described easements and permits wherein Wilcox Gas Company is grantee in each of said instruments, on and across real properties situated in Hartley County, Texas, said easements and crossings being described as follows:

Grantor	Date of Easement	Deed Records Hartley County
1. Thomas L. Moran and Jack C. Elliott	1/18/58	Vol. 98, page 374-375
2. Mrs. Elsie R. Cox, et al	1/30/58	Vol. 98, page 368-369
3. Lloyd Williams, et ux	12/31/57	Vol. 98, page 375-376
4. G.L. Lasley, et ux	12/31/57	Vol. 98, page 372
5. V.O. Lasley, et ux	2/8/58	Vol. 98, page 373-374
6. A.C. Williamson	4/15/63	Vol. 103, page 537-538
7. A.C. Williamson, et ux	1/7/58	Vol. 98, page 376-377
8. W.F. McDaniel, et ux	12/23/57	Vol. 98, page 369-370
9. E.G. Kuper, et ux	1/17/57	Vol. 98, page 371
10. E.G. Kuper	8/25/64	Vol. 105, page 317-318
11. F.E. Thomas, Jr.	2/22/64	Vol. 105, page 344-345
12. Glenn Andrews	2/22/64	Vol. 105, page 343-344
13. William F. McDantel, et ux	9/15/62	Vol. 103, page 292-293
14. Elmer G. Kuper	9/14/62	Vol. 103, page 252-253
15. W.N. Barrick, et ux	12/28/57	Vol. 98, page 367
16. W.N. Barrick, et ux	5/23/58	Vol. 98, page 366

Grantor	Date of Easement	Deed Records Hartley County
17. Kermit Kasper	12/2/64	Vol.106,page 179
18. Dalhart Consumers Fuel Ass'n.	12/2/64	Vol.107,page 31
19. E.G. Kuper	12/2/64	Vol.107,page 32
20. V.O. Lasley and G.L. Lasley	12/2/64	Vol.106,page 191
21. Henry O. Waruken, et ux	12/26/57	Vol.139,page 610
22. W.F. McDaniel	<u>Rerecorded</u>	Vol.106,page 185

together with all road crossing permits, railway crossing permits to cross easements of others and all of the interest of Wilcon Gas Company in and to all properties situated on, used in connection with its gas lines in Hartley County, Texas, whether enumerated herein or not.

TO HAVE AND TO HOLD the above described premises, easements and interests together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Plateau Natural Gas Company, a corporation, its successors and assigns forever; and Wilcon Gas Company does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said Plateau Natural Gas Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through and under Wilcon Gas Company, a corporation, BUT NOT OTHERWISE.

IN TESTIMONY WHEREOF, WILCON GAS CO., a corporation, has caused these presents to be executed by its duly authorized President, pursuant to a resolution of the stockholders and pursuant to a resolution of the directors of said corporation, on this the 15, day of December, 1964.

(SEAL)

Attest: By C. P. Metcalf  
Its Secretary

Wilcon Gas Co.

By Carrol G. Chaloupka  
Its President

THE STATE OF TEXAS |  
COUNTY OF DALLAM |

BEFORE ME, the undersigned, a notary public, in and for said County, Texas, on this day personally appeared Carrol Chaloupka, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Wilcon Gas Co., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 15 day of December, 1964.

(SEAL)

Frances Rihard, Notary Public  
Dallam County, Texas

Filed For Record December 15, 1964 at 8 O'clock A.M.

Recorded December 16, 1964 at 3:20 P.M.

Noble Thomas, County Clerk

By [Signature] Deputy

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File No. 47947

PLATEAU NATURAL GAS COMPANY  
RIGHT-OF-WAY EASEMENT

STATE OF TEXAS |  
COUNTY OF HARTLEY |