

# We love being your national partner

For the benefit of:The American National Red CrossIssue Date:December 19,<br/>2024Our Order No.:5000010479<br/>2024County:HarrisonState:TXAddress:Redbird Drive, Harleton, TX 75651Customer Ref. No.:2451 TX, Harrison City

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## **Customer Care Team**

Contact for all title needs including ordering, title questions and order status

sms-commercial@fnf.com

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## **Closing Team**

Contact for all escrow and closing needs and support

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Contact for all billing and accounting needs •elaine.bishop@fnf.com

### We understand ALL commercial real estate transactions are important-small ones and big ones

Whether its services for small businesses, churches, cell towers, solar and wind farm sites, gas stations and convenience stores, or restaurants and retail locations, coast to coast and border to border, we handle it all. We support deals in every state, focusing on liabilities of \$5 million and less and can effectively fulfill high volumes. Our talented team has vast experience in closing commercial refinance and purchase transactions as well as taking on uninsured title research requests.

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Strategic Market Services 7130 Glen Forest Ave, Ste. 300 • Richmond • Virginia • 23226 866.522.0129 Issued By:

Commitment Number:



## Fidelity National Title Insurance Company

## 5000010479

# 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.

We (Fidelity National Title Insurance Company, a Florida corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

Issued By:

#### Fidelity National Title Insurance Company

Authorized Signatory



Fidelity National Title Insurance Company By:

Michael J. Nolan, President

Attest:

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Marjorie Nemzura, Secretary

#### 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.

#### SCHEDULE A

Effective Date: November 25, 2024 at 8:00 AM Commitment No.: 5000010479

GF No.: 2240638 Issued: December 19, 2024 at 8:00 AM

- 1. The policy or policies to be issued are:
  - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1) (Not applicable for improved one-to-four family residential real estate)

Policy Amount: PROPOSED INSURED:

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

Policy Amount: \$0.00 PROPOSED INSURED: Purchaser with contractual rights under a purchase agreement with the vested owner identified in Schedule A, Item 4

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: \$0.00 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:

Denton County Chapter-American Red Cross

4. Legal description of land:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

#### END OF SCHEDULE A

## EXHIBIT "A"

#### Legal Description

Lot 36, Block 2, Unit 1, Lake Deerwood Estates, a subdivision of Harrison County, Texas, according to the plat thereof recorded in Volume 4, Page 48, Plat Records of Harrison County, Texas.

### SCHEDULE B EXCEPTIONS FROM COVERAGE

Commitment No.: 5000010479

GF No.: 2240638

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

#### **CLICK HERE TO ACCESS DOCUMENT IMAGES**

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

Restrictions recorded in Volume 707, Page 114, Deed Records, and amended in Volume 1588, Page 86 and Volume 1831, Page 269 and under County Clerk's File No. 2011-000002743, 2013-000005214, 2013-000013767, 2014-000000562, 2015-000011500 and 2024-000006403, Official Public Records of Harrison County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

## (Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)

- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only).
- 4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

- b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner Policy only.)

- 5. Standby fees, taxes and assessments by any taxing authority for the year 2025, 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.
- 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

## SCHEDULE B EXCEPTIONS FROM COVERAGE

(continued)

Mortgagee Policy (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy (T-2R).

- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. Any purchase money lien created.
  - b. Assessments, charges and liens as set forth in document recorded in Volume 707, Page 114, Deed Records and Volume 1588, Page 86, Official Public Records, Harrison County, Texas.
  - c. 10' Building Setback from the side lot lines as set out in the Restictions filed for record in Volume 707, Page 114, Deed Records of Harrison County, Texas.
  - d. All rights of Humble Pipeline according to the plat recorded in Volume A, Page 92, Plat Records, Harrison County, Texas.
  - e. Flowage Easement dated March 31, 1958 executed by J.A. Little, et al to the United States of America recorded in Volume 509, Page 595, Deed Records, Harrison County, Texas.
  - f. Right of Way or Easement dated April 20, 1963 executed by J. A. Little, et al to Humble Oil and Refining Company recorded in Volume 585, Page 67, Deed Records, Harrison County, Texas. Said easement amended by instrument dated April 12, 1972, recorded in Volume 710, Page 542, Deed Records of Harrison County, Texas.
  - g. Subject to Amended By-Laws of the Lake Deerwood Estates Home Owners Association dated November
     15, 1996, recorded in Volume 1588, Page 86, Official Public Records, Harrison County, Texas.
  - Subject to Amended By-Laws of the Lake Deerwood Estates Home Owners Association dated March 10, 2011, recorded under County Clerk's File No. 2011-000002743, Official Public Records, Harrison County, Texas.
  - Subject to Amended By-Laws of the Lake Deerwood Estates Home Owners Association dated November 28, 2014, recorded under County Clerk's File No. 2014-000013055, Official Public Records, Harrison County, Texas.
  - J. Subject to Amended By-Laws of the Lake Deerwood Estates Home Owners Association dated October 23, 2015, recorded under County Clerk's File No. 2015-000011500, Official Public Records, Harrison County, Texas.
  - k. All utility and/or other easements, including but not limited to, public and/or private roadways, streets or alleys, and all underground easements whether visible or not.
  - I. 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.
  - m. Rights of parties in possession.

## SCHEDULE B EXCEPTIONS FROM COVERAGE

(continued)

- n. 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.
- o. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.

### SCHEDULE C

Commitment No.: 5000010479

GF No.: 2240638

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

- 1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- 2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a 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.
- Instrument(s) satisfactory to create the estate or interest to be insured must be properly executed (see Document(s) Requirement Note below), delivered and duly filed for record, including any Recorder of Deeds' or Clerks' required Cover Sheets, Affidavits or Forms:
  - A. Deed from Denton County Chapter-American Red Cross to TBD.
    - i. Each document submitted for recording must be executed before an FNF approved Notary for acknowledgement. Properly completed and executed attached Affidavit of Notary will be sufficient evidence of compliance with FNF approved Notary requirement.
    - ii. Each document involving an entity as a party, must include a statement of the state of formation for the entity and must correctly recite any mergers, name changes, fictitious names or erroneous names appearing in the title to clarify the record.
    - iii. Power of Attorney ("POA") We will not accept documents signed by an agent without prior review and approval by this office. Additional requirements will be added upon approval of a POA.
    - iv. Each document received by this office for recording must be dated and executed no more than five (5) days before we receive it. In some cases a document received by our office more than five (5) days after execution, may be subject to fines or additional fees imposed by the Clerk's office. FNF-SMS is not responsible for payment or fronting of any fine or fee for tardy submission of a document and we may hold such document until we receive funds sufficient to cover the cost of recording plus the fine or fee.
- 6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Denton County Chapter-American Red Cross

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein

## SCHEDULE C

(continued)

- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- 7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 8. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Company, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.
- 9. TITLE COMPANY REQUIRES a Certificate of Lake Deerwood Homeowner's Association showing all dues on subject property to be current and paid in full.

GF No.: 2240638

#### SCHEDULE D

Commitment No.: 5000010479

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 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:
- 2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
- 3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement. You are further advised that the estimated title premium\* is:

ann	10.	
	Total	\$ 0.00

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:

#### Percent/Amount To Whom For Services

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

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

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

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

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

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

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

--MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, 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 Exceptions, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

#### TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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

#### **DELETION OF ARBITRATION PROVISION**

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

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

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

The arbitration provision in the Policy is as follows:

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

Signature

Date

#### FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

#### Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

#### Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

#### Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

#### When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

#### Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<u>https://fnf.com/pages/californiaprivacy.aspx</u>) or call (888) 413-1748.

<u>For Connecticut Residents</u>: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

<u>For Colorado Residents</u>: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: <u>aginquiries@ag.state.nv.us</u>.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

<u>For Texas Residents</u>: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

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<u>For Utah Residents</u>: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

<u>For Virginia Residents</u>: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

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FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the

mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

#### Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at <u>privacy@fnf.com</u>, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer



## **ADDITIONAL INFORMATION**

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type:CountyTaxes are Paid:AnnuallyDue Date(s):January 31stTax Authority Name:Harrison County Tax CollectorPhone:(903) 935-8411

Additional notes regarding taxes, documents and/or special recordation requirements:

·No recording forms required.

## FIDELITY NATIONAL TITLE INSURANCE COMPANY OWNER'S AFFIDAVIT AND AGREEMENT

STATE OF	TEXAS	File No.: 5000010479
COUNTY OF	HARRISON	

Denton County Chapter-American Red Cross ("Owner"), being the entity in ownership, which is represented by the individual(s) signing below in their representative capacity, or the individual owner(s) who are signing below individually; who, being duly sworn according to the law, deposes and says as follows (as the "Affiant"):

- 1. That Affiant, as entity representative, either has personal knowledge of the facts sworn to this affidavit, or has made statements based on reasonable inquiry of the entity personnel and agents and on a reasonable review of the entity records, and the statements are made on behalf of the entity and said Affiant is fully authorized to make this affidavit; or Affiant, as individual owner, has personal knowledge of the facts sworn to this Affidavit.
- 2. That Owner is the owner of the real property interest described in the Commitment listed above ("the Property") and shown in Exhibit "A" of said Commitment. Ownership shall mean that interest held by the Owner in the Property, whether a fee, leasehold or easement estate, and all statements below are in reference to said interest in said Property.
- 3. That, to the Affiant's knowledge, there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the Property within one hundred thirty-eight (138) days (herein after referred to as "Mechanics' Lien Filing Period") prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the Property during such Mechanics' Lien Filing Period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connections, repairs, or improvements on the Property during such Mechanics' Lien Filing Period, bechanics' Lien Filing Period, except as shown on exhibit attached hereto.

NONE, unless specified on attached exhibit (checked box indicates an attached exhibit 
)

4. That, to the Affiant's knowledge there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions except as shown on exhibit attached hereto.

NONE, unless specified on attached exhibit (checked box indicates an attached exhibit 
)

- 5. That, to the Affiant's knowledge, no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals, other than those shown in Commitment referenced above.
- 6. I represent to Fidelity National Title Insurance Company that, to the Affiant's knowledge, the Property is now free and clear of all delinquent taxes, liens, mortgages/deeds of trust/deeds to secure debt, judgments, decrees, or other encumbrances; that, to the Affiant's knowledge, there are no unemployment compensation, federal social security, alcoholic beverage law or other delinquent state or federal taxes due and owing from the company; that, to the Affiant's knowledge, there are no unpaid or delinquent real estate taxes or assessments or unpaid or delinquent water or sewer service charges against said premises; and that, to the Affiant's knowledge, there are no unpaid or delinquent homeowner/condominium association dues (if applicable); EXCEPT THAT the matters specifically identified in the Commitment and those, if any, listed on exhibit attached hereto.

NONE, unless specified on attached exhibit (checked box indicates an attached exhibit □)

- 7. That, to the Affiant's knowledge there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.
- 8. That there is not currently a proceeding in bankruptcy instituted by or against the Owner (and if a partnership, against the general partner(s) thereof), nor does the Owner currently have outstanding assignment for the benefit of creditors.
- 9. That, to the Affiant's knowledge, there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatsoever which now constitutes a lien or charge upon the Property.
- 10. That the Affiant has not received notice of any delinquent state, county, city, school district, water district, or other governmental agency taxes
  - A. due or owing against said Property and that
  - B. to the Affiant's knowledge, no tax suit has been filed by any state, county, city, school district, water district, or other governmental agency for taxes levied against the Property.

## FIDELITY NATIONAL TITLE INSURANCE COMPANY OWNER'S AFFIDAVIT AND AGREEMENT

(continued)

- 11. That there has been no notice nor does Affiant have any knowledge of any
  - A. recent or future planned improvements (such as street paving, sidewalks, street lights, etc.) that would result in a special assessment against the Property
  - B. any proceeding which could result in an increase tax or assessment liability against the Property.
- 12. That all management fees, if any, are fully paid, except as shown on exhibit attached hereto.

NONE, unless specified on attached exhibit (checked box indicates an attached exhibit 
)

Owner, recognizing that funding may occur prior to the Deed, Lease, MOL, Easement, Mortgage, Deed to Secure Debt, Deed of Trust, or any Assignment being officially filed for record in the appropriate Clerk's Office, represents that there will be no further encumbrances or change of title pending the issuance of the title insurance policy which this affidavit is made to support and agrees that in consideration of Fidelity National Title Insurance Company (hereinafter "Company") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date of the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or affect the title (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said Property during the GAP. Owner further agrees to hold harmless and indemnify Company against all losses, expenses, costs and fees, including, but not limited to, attorney fees, which arise out of Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. This Affidavit is given to induce Company to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. The Owner does hereby indemnify and hold Company harmless of and from any and all loss, cost, damage, and expense of every kind, including attorney's fees, which Company shall suffer or incur or become liable under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the statements contained herein or in connection with its enforcement of its rights under this Agreement. The undersigned agrees to fully cooperate with the Company in correcting any errors in the execution and acknowledgment of the Insured Instrument.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Denton County Chapter-American Red Cross

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

Subscribed and sworn to before me this \_\_\_\_\_day of \_\_\_\_\_, \_\_\_\_.

By\_\_\_\_\_

Notary Public

## **AFFIDAVIT OF NOTARY**

; or

STATE OF \_\_\_\_\_

Our File No.: 5000010479

COUNTY OF \_\_\_\_\_

Customer Ref. No.: 2451 TX, Harrison City

I, \_\_\_\_\_\_ (please print name as commissioned), the undersigned Notary Public, do hereby affirm and attest to Strategic Market Services-FNT one (1) of the following (please check one (1)) is an accurate statement:

- □ I am a Bancserv notary (and by checking this box I certify I was assigned by Bancserv for this notary service); or
- □ I am an FNF approved notary on the FNTG Field Compliance Approved Third Party list; or
- □ I am a licensed attorney or a notary working under the supervision of a licensed attorney. Insert lawyer or law firm:
- I am a notary working in a bank or credit union (this option is only applicable for notaries at banks {FDIC insured} and credit unions {NCUA insured} and is not applicable for notaries at mortgage companies or mortgage brokers).

Bank or credit union name:

Bank/credit union employee title:

Branch name or street address:

Telephone number of bank or credit union:

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Notary Public Signature

Date

Phone: \_\_\_\_\_

\_\_\_\_\_

Notary No. or Seal for identification purposes

#### FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

#### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (*e.g.* fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.
- We may collect Personal Information about you from:
- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

#### Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

#### Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

#### When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

#### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<u>https://fnf.com/pages/californiaprivacy.aspx</u>) or call (888) 413-1748.

<u>For Connecticut Residents</u>: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

<u>For Colorado Residents</u>: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: <u>aginquiries@ag.state.nv.us</u>.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710

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Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer



## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire • instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who . sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- USE MULTI-FACTOR AUTHENTICATION for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complaint Center: http://www.ic3.gov