



Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

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 FIRST AMERICAN 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 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.

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**First American Title Insurance Company**

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

**TitleVest Agency of Texas, LLC**

By:

Authorized Countersignature (/ALP)

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterderlo completamente 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, ensure that the purchaser has title to the mineral rights related to the surface estate.

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

### CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do 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.



Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

Effective Date: **April 10, 2024** at 8:00 a.m.

GF No. **TTX929965**

Commitment No. **TTX929965**, issued **April 22, 2024**, at 8:00 a.m.

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: \$0.00  
PROPOSED INSURED: TBD
- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount \$  
PROPOSED INSURED:  
Proposed Borrower:
- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
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: **WELLS FARGO BANK TEXAS, NATIONAL ASSOCIATION SUCCESSOR BY MERGER FROM NORWEST BANK TEXAS, NATIONAL ASSOCIATION FORMERLY KNOWN AS FIRST BANK**

4. Legal description of land:

See Exhibit "A" attached hereto and made a part hereof.

## EXHIBIT "A"

Being a tract or parcel of land containing 0.606 acre in the J. S. Collard Survey, A-10, Madison County, Texas, and being more particularly the west 120' of Block #11 of the Townsite of Madisonville, Texas. Said 0.606 acre-tract of land being part of the old Farmers State Bank Property described in [Vol. 129, Page 125](#), of the Madison County Deed Records, and part of the old Farmers State Bank Property described in [Vol. 337, Page 511](#), of the Madison County Official Records. Said 0.606 acre-tract being more particularly described by metes and bounds as follows:

Beginning at a set P.K. nail in asphalt located at the SW corner of Block #11. Said P.K. nail being the intersection of the north line of Main Street and the east line of North Commerce Street.

Thence N 24° 45' W and along the east line of North Commerce Street a distance of 220.00' to a set P.K. nail in asphalt, for the NW corner of Block #11, located on the south line of Cottonwood Street,

Thence N 65° 00' E and along the south line of Cottonwood Street a distance of 120.00' to a set 1/2" iron rod.

Thence S 24° 45' E and across Block #11, and through the west edge of a building, being the east edge of a bank building, a distance of 220.00' to a found P.K. nail in concrete, located on the north line of Main Street.

Thence S 65° 00' W and along the north line of Main Street a distance of 120.00' to the Point of Beginning and containing 0.606 acre, more or less.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



Commitment For Title Insurance T-7

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**First American Title Insurance Company**

G.F. No. or File No. **TTX929965**

### EXCEPTIONS FROM COVERAGE

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

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

See Item 10 (a) below.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2024, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2024 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
  - a. Item No. 1, Schedule B, is hereby deleted.
  - b. Rights of Parties in Possession. (OWNER POLICY ONLY)
  - c. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
  - d. Visible and apparent easements on or across property described in Schedule A.
  - e. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
  - f. Terms, Conditions and Stipulations in the Agreement:  
Recorded: October 28, 1991 in [Volume 386, Page 230](#), Official Public Records, Madison County, Texas.  
Type: Agreement Regarding Encroachment
  - g. 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.
  - h. Subject property abuts a non-access or a limited-access road, highway or freeway. This Company does not insure the right of ingress and egress to and from said road, highway or freeway, and assumes no liability in connection therewith.



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**First American Title Insurance Company**

G.F. No. or File No. **TTX929965**

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers, and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
6. We require the execution of an Affidavit as to Debts and Liens by the record owners on the form promulgated by the Title Company.
7. Furnish the names of the parties to be insured herein. Upon receipt of same, the company may have additional requirements.



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**First American Title Insurance Company**

The following Disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance.

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

**UNDERWRITER:** First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public company formed in Delaware.

Directors: Kenneth D. DeGiorgio, Kurt P. Pfothenauer, Lisa W. Cornel, Mark E. Seaton, David J. Proksel

Officers: President, Chief Executive Officer: Kenneth D. DeGiorgio; Senior Vice President, Secretary: Lisa W. Cornehl; Chief Financial Officer: Mark E. Seaton

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

**AGENT: TitleVest Agency of Texas, LLC**

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Brian Tormey is President – TitleVest Agency of Texas, LLC is 100% owned by TitleVest Agency, LLC.

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent: Brian Tormey is President – TitleVest Agency of Texas, LLC is 100% owned by TitleVest Agency, LLC.

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:  
N/A

If the Title Insurance Agent is a corporation, the following is a list of its officers:  
N/A

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

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

Owner Policy	\$
Loan Policy	\$
Other	\$
Endorsement Charges	\$
Total	\$

Of this total amount \$0.00 or 15% (complete only one) will be paid to the policy issuing Title Insurance Company; \$0.00 or 85.0000% (complete only one) 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>
\$0.00 or 0.0000% (complete only one)		
\$ or % (complete only one)		
\$ or % (complete only one)		

"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."





## FIRST AMERICAN TITLE INSURANCE COMPANY

### Commitment for Title Insurance Form (T-7)

#### **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 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."

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SIGNATURE

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DATE



# Important Notice

ISSUED BY

**First American Title Insurance Company**

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### First American Title Insurance Company

To get information or file a complaint with your insurance company or HMO:

**Call: First American Claims at 1-888-632-1642**

**Toll-free: 1-888-632-1642**

Email: [claims.nic@firstam.com](mailto:claims.nic@firstam.com)

Mail: 1 First American Way, Santa Ana, CA 92707

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030

## ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### First American Title Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: First American Claims at 1-888-632-1642**

**Teléfono gratuito: 1-888-632-1642**

Correo electrónico: [claims.nic@firstam.com](mailto:claims.nic@firstam.com)

Dirección postal: 1 First American Way, Santa Ana, CA 92707

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030



**TitleVest Agency of Texas, LLC  
227 N Loop 1604 East, Office 160  
San Antonio, TX 78232**

Date: March 14, 2024  
Order: TTX929965  
Borrower/Buyers: TBD  
Address: 207 East Main Street, Madisonville, TX 77864

Loan No.:

**IMPORTANT NOTE:**

"The information set out below is provided for general reference to the subject matter being covered. The provider makes no warranty, either express or implied, with regard to the specific state tax requirements or the final tax figures. The tax information provided is obtained from public records and the provider does not guarantee that the figure stated is the final tax amount."

**County Real Estate Taxes**

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1. For informational purposes only: General and special taxes for the current tax year 2023.

MADISON COUNTY TAX COLLECTOR  
101 W. MAIN, ROOM 102  
MADISONVILLE, TX 77864  
(936) 348-2654

ANNUAL INSTALLMENT:	\$20,077.09	PAID	DUE DATE: October 01, 2023
	DUE BY DATE:		January 31, 2024
	PENALTY DATE:		February 01, 2024
	PAYOFF AMOUNT:		\$N/A
	AMOUNT IS GOOD THROUGH:		N/A

DISCOUNT DATES (IF APPLICABLE): N/A

Homestead Exemption:	N
Homeowners Exemption:	N
Agricultural Designation:	N
Over 65 Exemption:	N
Disabled Exemption:	N
Veteran Exemption:	N
Disabled Veteran Exemption:	N
Residential Exemption:	N
Primary Residential Exemption:	N
Mortgage Exemption:	N

Other:

N

A.P.No: 24842

Tract No: N/A



TitleVest Agency of Texas, LLC  
227 N Loop 1604 East, Office 160  
San Antonio, TX 78232

### **Illegal Restrictive Covenants**

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

RECEIVER'S DEED  
(Improved Property)

05703

THE STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MADISON         §

That the Federal Deposit Insurance Corporation, Receiver of Farmers State Bank of Madisonville ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to the undersigned by First Bank ("Grantee"), 5622 Third Street, P. O. Box 635, Katy, Texas 77492-0635, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD AND QUITCLAIMED, and by these presents does hereby GRANT, SELL AND QUITCLAIM unto Grantee, all of that certain real estate (the "Property") lying and being situated in Madison County, Texas, more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is expressly made subject to the following:

- (1) any and all restrictions, mineral and/or royalty reservations, covenants, maintenance or similar charges, and easements, if any, relating to the property described in Exhibit "A", but only to the extent that they are still in force and effect, shown of record in said county and to all zoning laws, regulations and ordinances or municipal and other governmental authorities, if any.
- (2) any loss or damage resulting from allegations or determinations that the transfer to Grantor was either a preferential or a fraudulent transfer under the bankruptcy or state insolvency laws.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, TO HAVE AND TO HOLD the same unto the Grantee, its successors, and assigns forever, and neither Grantor nor Grantor's successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

GRANTOR makes no warranty, express or implied, as to the condition or state of repair of the Property, or any portion thereof, or of visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, and there are no implied warranties of merchantability or fitness for a particular purpose as to the Property or any portion thereof. Grantee acknowledges that it has fully inspected and reviewed the Property, including, without implied limitation, the physical aspects thereof and all matters affecting the operation thereof,

and that delivery of the Property is "AS IS" and "WITH ALL FAULTS" and that Grantor has disclaimed any implied warranties with respect to the Property. Grantee acknowledges that it is not relying on any representation, warranty, written information, data, reports or statement of Grantor or any of its employees or agents including without implied limitation, Grantor's present management company, if any, with respect to the Property, as to any aspect of the Property or its operation, including, without implied limitation, the physical condition of the Property. Grantee acknowledges that any and all leasing information, feasibility or marketing reports, or other information of any type that Grantee has received or may receive from Grantor or Grantor's employees or agents is furnished on the express condition that Grantee shall or would make an independent verification of the accuracy of any and all such information, all such information being furnished without any representation or warranty whatsoever. Grantee agrees that no warranty has arisen through trade, custom or course of dealing with Grantor, and agrees that all disclaimers of warranties shall be construed liberally in favor of Grantor.

The Property is sold, assigned, conveyed, transferred and delivered subject to any liens, encumbrances or other charges upon the Property including taxes due or to become due, and is delivered without warranty of title.

This Deed is made pursuant to the Purchase and Assumption Agreement between Grantor and Grantee dated November 29, 1990.

Executed this Eighteenth day of June, 1991.

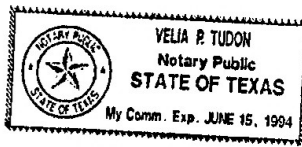
FEDERAL DEPOSIT INSURANCE CORPORATION,  
RECEIVER OF FARMERS STATE BANK OF MADISONVILLE

By: Karen C. Woodside  
Printed Name: Karen Woodside, Attorney in Fact  
Title: Department Head, Operations/Administration

THE STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 18<sup>th</sup> day of June, 1991, by Karen E. Woodside, Attorney in Fact for and on behalf of the Federal Deposit Insurance Corporation, Receiver of Farmers State Bank of Madisonville, to certify which witness my hand and certified seal.

*Velia P. Tudon*  
Notary Public in and for the State of TEXAS



ACCEPTED:

FIRST BANK

By: *Wayne Crawford*  
Name: *Wayne Crawford*  
Title: *Ex. V.P.*



Initials *MMK HSL*

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EXHIBIT "A"

TRACT I:

BEING a tract or parcel of land containing 0.606 acre in the J. S. Collard Survey, A-10, Madison County, Texas, and being more particularly the west 120' of Block #11 of the Townsite of Madisonville, Texas. Said 0.606 acre-tract of land being part of the old Farmers State Bank Property described in Vol. 129, Page 125, of the Madison County Deed Records, and part of the old Farmers State Bank Property described in Vol. 337, Page 511, of the Madison County Official Records. Said 0.606 acre-tract being more particularly described by metes and bounds as follows:

BEGINNING at a set P.K. nail in asphalt located at the SW corner of Block #11. Said P.K. nail being the intersection of the north line of Main Street and the east line of North Commerce Street.

THENCE N  $24^{\circ} 45'$  W and along the east line of North Commerce Street a distance of 220.00' to a set P.K. nail in asphalt, for the NW corner of Block #11, located on the south line of Cottonwood Street.

THENCE N  $65^{\circ} 00'$  E and along the south line of Cottonwood Street a distance of 120.00' to a set  $\frac{1}{2}$ " iron rod.

THENCE S  $24^{\circ} 45'$  E and across Block #11, and through the west edge of a building, being the east edge of a bank building, a distance of 220.00' to a found P.K. nail in concrete, located on the north line of Main Street.

THENCE S  $65^{\circ} 00'$  W and along the north line of Main Street a distance of 120.00' to the POINT OF BEGINNING and containing 0.606 acre, more or less.

Initials *MLB*

VOL 384 PAGE 767

TRACT II:

BEING a tract or parcel of land containing 0.547 acre in the J. S. Collard Survey, A-10, Madison County, Texas, and being more particularly part of Block #10 of the Townsite of Madisonville, Texas, and being all of the old Farmers State Bank Property described in Vol. 191, Page 129, and Vol. 205, Page 255, both of the Madison County Deed Records. Said 0.547 acre-tract of land also being composed of the west 4' of the old Farmers State Bank Property described in Vol. 337, Page 511, of the Madison County Official Records. Said 0.547 acre-tract being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod located at the SW corner of said Block #10. Said 1/2" iron rod being located at the intersection of the north line of Cottonwood Street and the east line of North Commerce Street.

THENCE N 24° 45' W and along the east line of North Commerce Street a distance of 220.00' to a set 1/2" iron rod located at the NW corner of Block #10, and being located on the north line of said townsite.

THENCE N 55° 00' E and along the north line of Block #10 a distance of 170.00' to a set 1/2" iron rod.

THENCE S 24° 45' E and across Block #10 a distance of 60.00' to a set 1/2" iron rod.

THENCE S 65° 00' W a distance of 16.00' to a set 1/2" iron rod.

THENCE S 24° 45' E a distance of 160.00' to a set 1/2" iron rod located on the north line of Cottonwood Street.

THENCE S 65° 00' W and along the north line of Cottonwood Street a distance of 104.00' to the POINT OF BEGINNING and containing 0.547 acre, more or less.

*Charles Strawther*  
*First Bank*  
*Box 668*  
*Madisonville, Tx.*  
*77864*

FILED  
AT 4:05 O'CLOCK P.M.

SEP 09 1991

JOYCE M. COLEMAN, COUNTY CLERK  
By *Joyce M. Coleman*  
DEPUTY, MADISON COUNTY, TEXAS

STATE OF TEXAS }  
COUNTY OF MADISON }



JOYCE M. COLEMAN, Clerk of the County Court in and

for said County do hereby certify that the above instrument of writing dated the *18th* day of *June*, 19*91*...  
was filed for record in my office the *9th* day of *September*, 19*91*... at *4:05*... o'clock  
*P*... m. and duly recorded the *11th* day of *September*, 19*91*... at *8:12*... o'clock  
*a*... m. in *Official*... Records of said County, in Vol. *384*... of pages *763*...  
WITNESS my hand and seal of said office, this *11th* day of *September*, 19*91*...

*Joyce M. Coleman*  
County Clerk, Madison County, Texas

*Norwest Corp. Wells Fargo*



26677

31\*

7189140

Comptroller of the Currency  
Administrator of National Banks

OFFICE OF COUNTY RECORDER  
MADISON COUNTY, MISSISSIPPI

CERTIFIED FILED AND OR  
RECORDED

Bank Organization and Structure, 3-8  
250 E Street, S.W.  
Washington, DC 20219

99 SEP 29 PM 1:09

AS DOCUMENT # 7189140

CO. REC.

June 11, 1999

LC DEPUTY

Mr. James E. Hanson  
Manager, External Reporting  
Wells Fargo & Company  
Sixth and Marquette  
Minneapolis, Minnesota 55479

Dear Mr. Hanson:

This letter is the official certification of the Office of the Comptroller of the Currency ("OCC") of the consolidation of First Bank Katy, National Association, Katy, Texas, Charter Nr. 23651, Mercantile Bank, National Association, Brownsville, Texas, Charter Nr. 12236, and, Norwest Bank Texas, National Association, San Antonio, Texas, Charter Nr. 14208, with the resulting title and charter of Norwest Bank Texas, National Association, Charter Nr. 14208, effective June 19, 1999.

This letter also serves as the official authorization for Norwest Bank Texas, N.A., Charter Nr. 14208, to operate the former head offices of First Bank Katy, N.A. and Mercantile Bank, N.A. at branches at the following sites:

Popular Name: Brownsville Downtown  
Certificate Nr.: 115670A  
Address: 307 East Second Avenue  
Brownsville, Texas 78520

Popular Name: Katy  
Certificate Nr.: 115671A  
Address: 5622 Tbird Street  
Katy, Texas 77493

Branch authorizations previously granted to the consolidating banks automatically convey to Norwest Bank Texas, N.A., the resulting bank and will not be reissued. Please furnish a copy of this certificate to personnel responsible for branch administration.

Sincerely,

Richard T. Erb  
Licensing Manager

Charter Nr: 14208  
Control Nr: 99-ML-02-0017



CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED

STATE OF TEXAS  
COUNTY OF MADISON

AT 3:10 O'CLOCK P M  
ON THE 12 DAY OF November  
A.D., 1999

I hereby certify that this instrument was FILED on the date and at the time specified hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Madison County, Texas.

S.A.S.E.

Norwest Corp.

Charlotte Dean  
COUNTY CLERK, MADISON CO., TEXAS



Charlotte Dean  
County Clerk, Madison County, Texas

BY *Michelle J. Jolley*  
Michelle J. Jolley DEPUTY

VOL 519 PAGE 320  
RECORDED 11-15-99

STATE OF MINNESOTA, COUNTY OF HENNEPIN  
Certified to be a true and correct copy of the  
original on file and of record in my office  
MICHAEL H. GRANITE, COUNTY RECORDER

CERTIFICATION

I, Rachelle M. Graham, Assistant Secretary of Wells Fargo & Company, a Delaware corporation, direct and indirect owner of 100% of the outstanding common stock of Norwest Bank Texas, N.A., Norwest Bank El Paso, National Association; and Wells Fargo Bank (Texas), National Association (the "Corporation"), do hereby certify that:

1. Attached hereto as Exhibit A, is a true and correct copy of the official certification letter from the Office of the Comptroller of the Currency, dated April 11, 2000 evidencing the consolidation of Norwest Bank El Paso, National Association; Wells Fargo Bank (Texas), National Association; and Norwest Bank Texas, National Association, under the charter of Norwest Bank Texas, National Association and with the resulting title of Wells Fargo Bank Texas, National Association, effective as of April 14, 2000.
2. As a result of the consolidation and name change described above, Norwest Bank El Paso, National Association; Wells Fargo Bank (Texas), National Association; and Norwest Bank Texas, National Association, indirectly wholly owned subsidiaries of the Corporation, are now known as Wells Fargo Bank Texas, National Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of July, 2000.

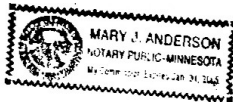
Rachelle M. Graham  
Rachelle M. Graham

State of Minnesota )  
                                  )  
County of Hennepin )

On this 24th day of July, 2000, before me, a Notary Public for the State and County aforesaid, personally came Rachelle M. Graham, as Assistant Secretary of Wells Fargo & Company, and in her capacity as Assistant Secretary acknowledged the foregoing instrument to be the act and deed of Wells Fargo & Company.

WITNESS my official seal and signature this day and year aforesaid.

(Seal of Notary)



Mary J. Anderson  
Notary Public  
My commission expires 1/31/2005



**Comptroller of the Currency  
Administrator of National Banks**

Large Bank Licensing, BOS 3-8  
250 E Street, S.W.  
Washington, DC 20219

April 11, 2000

OCC Control Nr. 2000-ML-02-008

Mr. James E. Hanson  
Manager  
Wells Fargo & Company  
Sixth and Marquette / N9305-152  
Minneapolis, Minnesota 55479

Dear Mr. Hanson:

This letter is the official certification of the Office of the Comptroller of the Currency of the consolidation of Norwest Bank El Paso, National Association, El Paso, Texas, Charter Nr. 2521; Wells Fargo Bank (Texas), National Association, Houston, Texas, Charter Nr. 17612; and, Norwest Bank Texas, National Association, San Antonio, Texas, Charter Nr. 14208, under the charter of Norwest Bank Texas, National Association, San Antonio, Texas, Charter Nr. 14208 and with the resulting title of Wells Fargo Bank Texas, National Association, effective April 14, 2000.

This letter also serves as the official authorization for Wells Fargo Bank Texas, N.A., Charter Nr. 14208, to operate the former head offices of Norwest Bank El Paso, N.A. and Wells Fargo Bank (Texas), N.A. as branches at the following sites:

Popular Name : Houston Central Office  
Certificate Nr. : 117718A  
Address : 1000 Louisiana Street  
Houston, Texas

Popular Name : Downtown Office  
Certificate Nr. : 117719A  
Address : 221 North Kansas Street  
El Paso, Texas

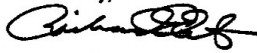
Branch authorizations previously granted to the El Paso and Houston banks automatically convey to the resulting bank and will not be reissued. Please furnish a copy of this certificate to personnel responsible for branch administration.

The OCC also authorizes the resulting bank, should the consolidation occur between Call Report dates, to recalculate its legal lending limit. The new lending limit should be calculated by using data from the last Call Report of the individual banks filed prior to consummation, as adjusted for the combination. The resulting bank will then file a new Call Report and begin calculating its legal lending limit according to 12 C.F.R. § 32.4(a) at the end of the quarter following consummation of the consolidation.

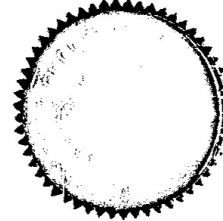
Page 2 of 2  
Merger Certification  
2000-ML-02-008  
Norwest Bank El Paso, National Association, El Paso, Texas, Charter Nr. 2521  
Wells Fargo Bank (Texas), National Association, Houston, Texas, Charter Nr. 17612  
Norwest Bank Texas, National Association, San Antonio, Texas, Charter Nr. 14208

In the event of questions, please contact Senior Corporate Analyst Abel Reyna at (202) 874-5060 or by E-mail: largebanks@occ.treas.gov.

Sincerely,



Richard T. Erb  
Licensing Manager



CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
FILED  
AT 10:25 O'CLOCK A M.  
ON THE 1 DAY OF August  
A.D. 2000

(SASB)  
Wells Fargo Law Department

Charlotte Dean  
COUNTY CLERK, MADISON CO., TEXAS  
BY Anna Mae Eubank  
Anna Mae Eubank DEPUTY  
Charlotte Dean  
County Clerk, Madison County, Texas  
VOL 546 PAGE 03  
RECORDED 8-07-00