



Fidelity National Title
Insurance Company

File No.: 25-5115

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

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

We (FIDELITY NATIONAL TITLE INSURANCE COMPANY) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule 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.

Countersigned:

Nefi Miramontes, License #: 1883513
Authorized Signatory

ENV Title
4499 Pond Hill Road
San Antonio, TX 78231
T: (210) 797-7404
F: (210) 797-7404
License#: 2389841

Fidelity National Title Insurance Company

By:
Michael J. Nolan
President

ATTEST:
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.

TEXAS TITLE INSURANCE INFORMATION

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

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

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

Your Commitment 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-(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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

Signature

Date



FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: 06/11/2026 at 8:00 AM

GF No.: 25-5115

Commitment No.25-5115, issued 30th day of June, 2026

1. 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: \$950,000.00
PROPOSED INSURED: Purchaser with contractual obligations under a purchase agreement with the vested owner named herein.
- b. Texas Residential Owner's Policy of Title Insurance
One-to-Four Family Residences (T-1R)
Policy Amount: \$
PROPOSED INSURED:
- c. Loan Policy of Title Insurance (Form T-2)
Policy Amount: \$1.00
PROPOSED INSURED: N/A, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.

Proposed Borrower: Purchaser with contractual obligations under a purchase agreement with the vested owner named herein.
- d. Texas Short Form Residential Loan Policy of Title Insurance (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- e. Loan Title Policy Binder on Interim Construction Loan (Form T-13)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER
Policy Amount: \$
PROPOSED INSURED:

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

Tract I: Fee Simple

Tract II: Easement.

3. Record title to the Land on Effective Date appears to be vested in:

[KAREN K. PETERMANN and ROSS A. PETERMANN](#)

4. Legal Description of Land:

TRACT I:

Field notes and an accompanying map of a survey of 10.349 acres of land made at the request of Karen and Ross Petermann. Said land is situated in Gillespie County, Texas, being a part of the Maria J. Trevino Survey No. 9, Abstract No. 678, being that "called" 10.72 acre tract of land described in a Gift Deed to Karen Petermann, by Andrew Nielsen, dated June 4, 2015, found of record in Instrument No. [20152516](#) of the Official Public Records of Gillespie County, Texas;

Said 10.349 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 60d nail set in the centerline of Nebgen Lane (a private road), in the west lines of that 20 acre tract of land described in a conveyance to Denise Nebgen Johnson, found of record in Instrument No. [20173629](#) of said Official Public Records, and a 10-foot-wide road easement described of record in [Volume 104, Pages 895-899](#) of the Deed Records of Gillespie County, Texas, and in the east lines of said 10.72 acre tract and a 10-foot-wide road easement described of record in [Volume 104, Pages 899-901](#) of said Deed Records, for the N.E. corner of a proposed 0.376 acre tract of land (surveyed concurrently), for the E.S.E. corner hereof, from a PK nail found for the S.E. corner that 2.09 acre tract of land described in a conveyance to LBJ Health LLC., found of record in Instrument No. [20130367](#) of said Official Public Records, bears for reference: S. 3 deg. 39 min. 11 sec. E., 45.0 feet and S. 3 deg. 39 min. 11 sec. E., 394.52 feet;

THENCE with the centerline of Nebgen Lane and the west lines of said 20 acre Johnson tract, the east lines of said 10.72 acre tract, and coincidental with said 10-foot-wide road easements, for the east line hereof, N. 3 deg. 39 min. 11 sec. W., 478.06 feet to a 60d nail set at the intersection of the centerline of Nebgen Lane and the south Right-of-Way line of U.S. Highway No. 290, for the N.W. corners of said 20 acre Johnson tract and said coincident 10-foot-road easement, for the N.E. corner hereof, from which a concrete Right-of-Way monument found, bears for reference: S. 88 deg. 35 min. 20 sec. E., 2664.49 feet;

THENCE departing Nebgen Lane in a westerly direction, with the south Right-of-Way line of U.S. Highway No. 290 and with the north line of said 10.72 acre tract, the north line hereof, N. 88 deg. 35 min. 20 sec. W., at 10.0 feet passing a 1/2-inch rebar found for the N.W. corner of said 10-foot-wide road easement ([Volume 104, Pages 899-901](#), Deed Records), continuing in all 785.77 feet to a 1/2-inch rebar set (capped: "RPLS 6454") for the N.E. corner of that 225 acre tract of land described in a conveyance to Weinheimer Cross Creek Ranch, Inc., found of record in [Volume 178, Pages 273-275](#) of the Real Property Records of Gillespie County, Texas, for the N.W. corners of said 10.72 acre tract and a 20-foot-wide road easement described of record in [Volume 104, Pages 899-901](#) of said Deed Records, for the N.W. corner hereof;

THENCE departing said highway in a southerly direction, along the general meanders of a fence, with the east line of said 225 acre tract, with the west lines of said 10.72 acre tract and said 20-foot-wide road easement, the west line hereof, S. 0 deg. 26 min. 15 sec. E., at 0.8 feet passing a pipe fence corner post, continuing in all 646.47 feet to a pipe fence corner post found for the N.W. corner of that 20 acre tract of land described in a conveyance to Alton Nebgen, found of record in [Volume 104, Pages 892-894](#) of said Deed Records, for the S.W. corners of said 10.72 acre tract and said 20-foot-wide road easement, for the S.W. corner hereof;

THENCE along the general meanders of a fence, with the north line of said 20 acre Nebgen tract and with the south line of said 10.72 acre tract, the south line hereof, N. 89 deg. 46 min. 39 sec. E., 401.77 feet to a 1/2-inch rebar found for the N.E. corner of said 20 acre Nebgen tract, for the W.N.W. corner of said 2.09 acre tract, for the W.S.W. corner of said proposed 0.376 acre tract, for the S.S.E. corner hereof, from which a reentrant corner of said 2.09 acre tract, for the S.S.E. corner of said 10.72 acre tract, bears for reference: S. 87 deg. 25 min. 16 sec. E., 29.72 feet;

THENCE over and across said 10.72 acre tract, in a northerly and easterly direction, with the west and north lines of said proposed 0.376 acre tract, with the southeasterly lines hereof, as follows:

NORTH, 116.36 feet to a 1/2-inch rebar set for the N.W. corner of said proposed 0.376 acre tract, for a reentrant corner hereof;

N. 78 deg. 31 min. 44 sec. E., 179.70 feet to a 1/2-inch rebar set for the north corner of said proposed 0.376 acre tract;

S. 89 deg. 06 min. 19 sec. E., 233.21 feet to the PLACE OF BEGINNING, containing 10.349 acres of land, as depicted on the accompanying map of a survey of even date surveyed on the ground November 8, 2023, by Waymaker Field Services, LLC., under the supervision of Cody J. Musick, RPLS No. 6454. Said survey map is

made a part hereof.

All set corners described herein are 1/2-inch rebar with caps marked "RPLS 6454", unless noted otherwise.

TRACT II:

TOGETHER WITH A NON-EXCLUSIVE ACCESS EASEMENT over and across those two 10 foot wide road easements, situated in Gillespie County, Texas, part of the Maria J. Trevino Survey No. 9, Abstract No. 678; said road easements recorded in [Volume 607, Pages 246-249](#), Official Public Records of Gillespie County, Texas, and in [Volume 607, Pages 250-253](#), Official Public Records of Gillespie County, Texas.

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.

Countersigned:

A handwritten signature in black ink, appearing to read 'Nefi Miramontes', is written above a horizontal line.

Authorized Signatory
Nefi Miramontes, License #: 1883513
ENV Title

SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below:
Item 1, Schedule B is hereby deleted.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner'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 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. (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 2025 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. All leases, grants, exceptions or reservations of coal, lignite, oil gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule "B" or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

- b. All conveyances, contracts, deeds, reservations, exceptions, limitations, leases, and similar interests in or to any geothermal energy and associated resources below the surface of land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not, all as provided by Section 2703.056 (a) of the Texas Insurance Code.
- c. Standard Exceptions:
 - (i) Those liens created at closing, if any, pursuant to lender instructions. (Owner's Policy only)
 - (ii) Rights of parties in possession. (Owner's Policy only)
(Note: This exception may be deleted, at the request of the proposed insured, upon Company's receipt of an "Owner's Affidavit" acceptable to the Company, from the vested owner of the Land, at or prior to closing of the transaction contemplated hereby)
 - (iii) Rights of tenants in possession, as tenants only, under prior unrecorded leases, as amended.
(Note: This exception may be deleted or amended, at the request of the proposed insured, upon Company's receipt of an affidavit acceptable to the Company, disclosing all outstanding leases or rental agreements, receipt of a certified rent roll (if applicable), and verification that outstanding leases or rental documents do not include private rights in the Land, such as purchase options or rights of first refusal)
 - (iv) Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.
(Note: This exception to be deleted upon Company's receipt, review and approval of a current survey of Land)
 - (v) The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

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.
- d. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the fact amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
- e. Easement executed by Adolph Nebgen and wife to Southwestern Bell Telephone Company, dated December 7, 1963, recorded in [Volume 84, Pages 72-73](#) , Deed Records of Gillespie County, Texas. (Tract II)
- f. Easement reserved in Deed executed by Adolf Nebgen and wife, Lydia Nebgen, to Agnes Ross, dated October 19, 1972, recorded in [Volume 104, Pages 899-901](#) , Deed Records of Gillespie County, Texas.

- g. Right of Way Easement executed by Andrew Nielsen and Leola Nielsen to Central Texas Electric Cooperative, Inc., dated August 12, 1998, recorded in [Volume 359, Pages 523-525](#) , Official Public Records of Gillespie County, Texas.
- h. Road Easement executed by Andrew Nielsen and wife, Leola Nielsen to Marvin Nebgen, et al, recorded in [Volume 607, Pages 246-249](#) , Official Public Records of Gillespie County, Texas.
- i. Road Easement executed by Marvin Nebgen and wife, Marlene Nebgen to Andrew Nielson and wife, Leola Nielsen, et al, recorded in [Volume 607, Pages 250-253](#) , Official Public Records of Gillespie County, Texas.
- j. Rules, regulations and orders governing subdivision, sanitation and waste disposal, and the drilling, construction, and use of water wells as passed by the Commissioners' Court of Gillespie County, Texas, and the Texas Commission on Environmental Quality and any applicable underground Water Conservation District.
- k. Any rights, interests, or claims which may exist or arise by survey,

Job. No.: 2311-06

Dated: January 18, 2024

Prepared by: Cody J. Musick, R.P.L.S. No. 6454

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Please be advised that our search did not disclose any open deeds of trust or other liens of record. If you should have knowledge of any outstanding obligation, please contact the Title Company immediately for further review prior to closing.
6. Affidavit as to Debts and Liens to be executed by KAREN K. PETERMANN and ROSS A. PETERMANN.
7. Satisfactory evidence that the herein described property is the homestead of the Borrower.
8. If the loan to be insured is a Home Equity mortgage made pursuant to Section 50(a)(6), Article XVI of the Texas Constitution, then the policy to be issued will include and be subject to the terms of the Equity Loan Mortgage Endorsement (T-42), and issuance of our policy, and said endorsement is subject to compliance with our requirements, including the following:
 1. the land must be the homestead of the owners;
 2. all owners of the land, and their spouses, if any, must join;
 3. release of all outstanding Home Equity mortgages;
 4. there must have been no Home Equity Loans made within 12 months of the date of the loan to be insured;
 5. execution of the insured mortgage and the promissory note secured thereby must occur at the office of the company (underwriter) or of its agent which issued this commitment; (if the mortgage and note are executed at a place other than that required herein, then said policy may still be issued, provided that said loan is executed at the office of the lender or at the office of an attorney. However, the coverage in the endorsement related to the place of closing of the loan will not be provided.)
 6. the mortgage to be insured must contain a disclosure that the extension of credit is the type of credit defined by Section 50(a)(6), Article XVI, Texas Constitution, as set forth in Subsection (a)(6)(Q)(vi) of Section 50(a)(6), Article XVI, Texas Constitution.
9. NOTE: If the proposed loan by the lender set forth in Schedule A is a "home equity" loan against

the homestead property of the vested owner, so that the requirements set forth in Section 50(a)(6), Article XVI of the Texas Constitution must be satisfied in order to create a valid and enforceable lien against the homestead property, the policy to be issued will have attached and be subject to the terms of the Equity Loan Mortgage Endorsement (T-42). The company shall not be obligated to issue a Loan Policy together with the T-42 Equity Loan Mortgage Endorsement unless the underwriting requirements of the Company have been satisfied.

10. NOTICE: Notwithstanding any provisions of the Closing Instructions or other written requirements, the title company is not making a determination of compliance with, nor providing information on the Texas Constitutional Requirements for creating a valid extension of credit lien. These determinations are the responsibility of the lender. The title policy to be issued will only cover those items specifically stated therein.

11. On the policy to be issued, the following will be added as an exception in Schedule B: This Policy is issued with and must have attached to it Equity Loan Mortgage Endorsement T-42.

12. Payment of all taxes now due and payable.

13. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:
None found of record.

The last Deed found of record affecting the Land was recorded on June 11, 2015 under Gillespie County Clerk's File Number(s) [20152516](#) , wherein the grantee acquired the subject property.

14. NOTE: Effective September 1, 2025, certain foreign individuals and entities of a "designated country", currently China, Russia, Iran, and North Korea, are prohibited from purchasing or acquiring real property interests in Texas, pursuant to Section 5.251 et. seq. of the Texas Property Code. The Texas Attorney General is authorized to investigate a possible violation of a purchase or acquisition of a real property interest. If a violation is found, the Texas Attorney General may bring an enforcement action to include divestment of the individual or entity's interest in the real property through a sale, termination of the leasehold if for a duration of more than one year or other disposition, and refer the matter to appropriate law enforcement agencies.

FIDELITY NATIONAL TITLE INSURANCE COMPANY SCHEDULE D

Pursuant to the requirements of Procedural Rule P-21 in the 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% or more of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company.

Directors: Steven G. Day, Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park

Officers: Michael J. Nolan, President, Chief Executive Officer, and Chairman of the Board; Anthony J. Park, Treasurer, Chief Financial Officer, and Executive Vice President; Marjorie Nemzura, Corporate Secretary and Vice President

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

a. A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium:

Dayton L. Schrader & Kendall N. Schrader, Nefi Miramontes

b. A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1 %) or more of the Title Insurance Agent that will receive a portion of the premium:

c. If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent:

Directors:

Officers: Dayton L. Schrader: Owner / Partner, Kendall N. Schrader: Owner / Partner, Nefi Miramontes: Owner / Partner

d. The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive: None

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

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

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

Owner's Policy	\$ 4,979.00
Loan Policy	\$ 100.00
Endorsement Charges	\$ 0.00
Other	\$
Total	\$ 5,079.00

Of this total amount: \$761.85 (or 15 %) will be paid to the policy issuing Title Insurance Company; \$4,317.15 (or 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:

AMOUNT	TO WHOM	FOR SERVICES
_____ (or _____ %)	_____	_____
_____ (or _____ %)	_____	_____
_____ (or _____ %)	_____	_____

*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.