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 GUARANTY 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.

(This Commitment is valid only when Schedule A, B, C and D are attached)
Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- There is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks are available.

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 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. Texas Department of Insurance may revise the policy form from time to time.

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 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 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 No. **1994272-AM99**, issued **December 17, 2014**, at 2:28 pm

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: To Be Determined

   (b) TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE
       ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount: $
       PROPOSED INSURED:

   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:

   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount $
       PROPOSED INSURED:
       Proposed Borrower:

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

   **Colony Bank**

4. Legal description of land:

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

A 6.282 acre tract out of Section One Hundred Six (106), Block K-11, G.C. & S.F. Railroad Company Survey, in Oldham County, Texas, described by metes and bounds as follows, to-wit:

BEGINNING at the Northeast corner of Section No. 106, Block K-11, G.C. & S.F. RR Co. Survey;

THENCE South 00°19' East along the East line of this Section 2096.39 feet to a point;

THENCE South 89°41' West 30 feet to a defaced concrete monument in the South R.O.W. line of U.S. Hwy. Interstate 40 with four reinforced steel bars showing, the Beginning Point of this survey;

THENCE North 80°19' West along said R.O.W. line 75.0 feet to a concrete monument with a brass cap;

THENCE North 54° 33' 57" West along said R.O.W. line 226.01 feet to a concrete monument with a brass cap;

THENCE North 76° 48' West along said R.O.W. line of 143.50 feet to a concrete monument with a brass cap stamped sta. 69-352;

THENCE South 66° 12' West along said R.O.W. line 400.00 feet set a 1 1/4" iron pipe in said R.O.W. line;

THENCE South 23° 48' East 300.0 feet set a 1 1/4" iron pipe;

THENCE South 83° 01' East 346.92 feet set a 1 1/4" iron pipe in the West R.O.W. line of County Road;

THENCE North 89° 41' East 300.0 feet along the West R.O.W. of said County Road to the Beginning Point of this survey.

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.
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 2015, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2015 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. Encroachments, protrusions and other encumbrances that would be disclosed by an accurate, current and complete survey of the subject property.

   e. Visible and apparent easements on or across property described in Schedule A.

   f. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.


   h. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

   i. Inclusion within Llano Estacado Water District.
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. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

6. Provide evidence of authority (such as a Resolution of the Board of Directors) of the Representative of Colony Bank, to act on behalf of same in execution of documents required to consummate the instant transaction.

7. Furnish the names of the parties to be insured herein. Upon receipt of same, the company may have additional requirements.

8. Furnish a Category 1A survey of the property to be prepared by a Registered Public Surveyor acceptable to this Company. When same is submitted to the Title Department for inspection and approval, additional exceptions and/or requirements may be added.
9. If we are to amend the standard survey exception to read "Shortages in area" and upon payment of the applicable premium (if any), we will require a Category 1A survey from a Registered Public Surveyor acceptable to this Company showing:
   a) The location of all improvements and the exact location of all building lines in relation to the property lines;
   b) Easements and/or rights-of-way, dedicated or not, that a physical inspection of the premises would disclose, and
   c) Indicating and labeling all encroachments, or on the face of the survey stating "NO ENCROACHMENTS."

   When same is submitted to the Title Department for inspection and approval, additional exceptions and/or requirements may be added.

10. The following is furnished for informational purposes only and no liability shall attach to the company for any mistake or omission contained therein:

    A search of the records within our title plant disclosed the following deeds purporting to affect the ownership of the subject property described in Schedule A recorded within the thirty-six (36) month period prior to the effective date of the Commitment:

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:

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

**UNDERWRITER:** First American Title Guaranty Company, a Texas Corporation

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

Directors: Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

Officers: President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Max O. Valdes

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

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

**AGENT:** First American Title Company, LLC

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: First American Financial Corporation 100%

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: NONE

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


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

President: Chester C. Carmer III; Secretary, Michael C. Savas; Treasurer, Robin P. Gilroy

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 | $________TBD ___________ |
| Mortgagee Policy | $________ ___________ |
| Endorsement Charges | $________ ___________ |
| Total | $________TBD ___________ |

Of this total amount $________ or 15 % (complete only one) will be paid to the policy issuing Title Insurance Company; $________ or ______% (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:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
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<tbody>
<tr>
<td>$________ or ______% (complete only one)</td>
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<td>$________ or ______% (complete only one)</td>
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*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.*
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.”

___________________________________________                                 ____________________________
SIGNATURE  DATE
We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source.

First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American’s Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates’ Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to improve the content of our site, and to develop ideas to improve the content of our site.

Information we receive from a consumer reporting agency.

In general, we may visit First American or its affiliates’ Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Business Relationships

First American Financial Corporation’s site and its affiliates’ sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American’s Web sites may make use of “cookie” technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.
**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call First American Title Guaranty Company’s toll-free telephone number for information or to make a complaint at:

1-888-632-1642

You may also write to First American Title Guaranty Company at:

1 First American Way
Santa Ana, California 92707

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact First American Title Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

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**AVISO IMPORTANTE**

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis First American Title Guaranty Company’s para información o para someter una queja al:

1-888-632-1642

Usted también puede escribir a First American Title Guaranty Company:

1 First American Way
Santa Ana, California 92707

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Guaranty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
WATER RIGHTS AND RIGHT-OF-WAY DEED

STATE OF TEXAS |
COUNTY OF OLDHAM |

KNOW ALL MEN BY THESE PRESENTS:

THAT I, P. B. GUEILLEY, of the State of Texas and County of Oldham, hereby sells, grants and conveys to STUCKY'S INC., a Delaware corporation, with offices in Eastman, Georgia, the hereinafter described use and rights in and to a water well, water line easement and power line easement —————————— as hereinafter specified under and across a portion of Section 106, G. C. & S. F. Railroad Company Survey, Oldham County, Texas; said water well being located in the Southeast Quarter (SE/4) of the above described section, being approximately three hundred feet (300') North and Twenty feet (20') East of the Southwest corner of the Southeast Quarter (SE/4) of said Section 106.

Grantor further grants to Grantee the right to construct and/or lay water lines from the immediate vicinity of said water well for a distance of approximately 3,600 feet to the center of a tract of land hereinafter leased or to be leased by Grantor, being located at the intersection of Interstate Highway 40 and a county road and more particularly described as follows:

RECOMMENCING at the Northeast corner of Section No. 106, Block E-11, G. C. & S. F. RR Co. Survey;

THENCE South 00° 19' East along the East line of this Section 2066.39 feet to a point;

THENCE South 89° 41' West 10 feet to a defaced concrete monument in the South R.O.W. line of U. S. Hwy. Interstate 40 with four reinforced steel bars showing, the beginning point of this survey;

THENCE North 89° 41' West along said R. O. W. line 75.0 feet to a concrete monument with a brass cap;

THENCE North 58° 33' 57" West along said R.O.W. line 226.01 feet to a concrete monument with a brass cap;

THENCE North 75° 45' West along said R.O.W. line 183.50 feet to a concrete monument with a brass cap stamped Ste. 693/522;

THENCE South 65° 12' West along said R. O. W. line 4300.00 feet set a 1 1/4" iron pipe in said R. O. W. line;

THENCE South 23° 48' East 300.00 feet set a 1 1/4" iron pipe;

THENCE South 85° 01' East 346.92 feet set a 1 1/4" iron pipe in the West R.O.W. line of a county road;

THENCE North 89° 41' East 300.00 feet along the West R.O.W. line of said County road to the beginning Point of this survey.

Grantor further grants to Grantee the right to construct across any part of Section 106 a right-of-way for the laying or constructing of power lines necessary for pumping water from said water well in sufficient amounts to carry on the business or businesses of Grantee, with the stipulation that said power lines shall take the most direct route available to said well.

P. B. GUEILLEY reserves unto himself the right to use water from said well for the purpose of watering livestock on the lands adjacent to said well and being that part of Section 106 upon which said water well is located and being in the approximate amount of 190 acres. In the event that at any time said water well does not provide sufficient
water for STOCKY'S, INC., and its associated business or businesses, on the premises described above and to provide livestock water for Grantor then the right of Grantor is hereby revoked during the existence of such condition. In the event Grantor should see fit to use water from the above referred to well for watering livestock, then said water may be taken at the well or at any point along the water line laid by the Grantee, but shall be at the expense of the Grantor, and in such manner as not to interfere with the operation of Grantee's business or businesses, and any tap at such well or along Grantee's pipe line shall be equipped with a cut-off valve below the frost line and readily available to Grantor and Grantee from the surface, and any tanks or other watering equipment installed by Grantor shall be equipped with a float valve sufficient to protect said water from waste and sufficiently protected from livestock to prevent breakage. Any such tap so installed shall be restricted by a valve so as to provide only the amount of water necessary for the watering of livestock on said premises.

Grantor grants to Grantee the right to enter the above described premises for installing necessary tubing, pipe, pumps, tanks and other equipment necessary for the production of said water from said well and the laying and/or constructing of power lines and/or water lines as herein specified and shall at all times have reasonable ingress and egress to said premises for the purpose of maintaining and servicing such equipment.

Any pipe lines and/or electric lines laid under ground by Grantee shall be buried below plow depth and frost line and not less than 22 inches at any point below the surface of the soil as it presently lays. Any such lines laid shall be marked with adequate markings at beginning and ending and where it crosses under any fences or fences in or around the premises upon which said well is located.

Grantee shall further have the right and duty to construct around the well and well head and any other equipment located above ground sufficient and adequate fences to protect livestock from damaging such equipment and from being themselves injured by such equipment.

All installation of equipment for taking water from said well, all equipment, all maintenance of said lines and water well equipment shall be at the expense of Grantee, except as hereinabove set out for the tapping of said water system of Grantor for livestock use.

It is further stipulated between the parties hereto that the mutual consideration as herein specified shall provide mutual benefits to Grantor and Grantee.

In further consideration of said Water Rights and Right-of-Way Deed, it is agreed between the parties that in the event after the initial installation of the equipment and the lines as hereinbefore provided, that it becomes necessary to rework, relay or do such maintenance work as would cause crop damage to the growing crops on said premises, Grantee shall pay a reasonable amount to Grantor for such crop damage for such work done after the initial installation has been completed.

It is further stipulated between the parties that Grantee shall after the installation of the above described equipment and lines prepare a chart and/or plat accurately setting out the location on Section 105 of the well equipment and lines as laid by Grantee.

TO HAVE AND TO HOLD said Water Rights and Right-of-Way unto STOCKY'S, INC., its successors and assigns, so long as the said STOCKY'S, INC., its successors and assigns, have a use for said water well and shall desire the use of said water for their business or
businesses, in the event said water well is abandoned and not used for a period of two
years, then it shall be conclusively presumed that Grantee by his voluntary abandonment
no longer has a use for said water well and/or water, and in such event this indenture
shall be void, and the rights herein granted shall revert to Grantor, his heirs, legal
representatives and assigns. Grantor does hereby warrant that he has the full right to
execute this instrument and will forever defend the title to said premises unto Grantee,
it's successors and assigns forever.

WITNESS OUR HANDS this the 22nd day of November, 1968.

/s/  F. H. Grumly
F. H. GRUMLEY Grantor

ATTORNEY:

/s/  O. H. Donnell
STOCKY'S, INC.
MT /s/  Taylor C. Jordan
Exec. Vice President Grantee

STATE OF TEXAS
COURT OF POTTER

BEFORE ME, the undersigned authority, a notary public, in and for said County,
Texas, on this day personally appeared F. H. GRUMLEY, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he executed
the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of November, 1968.

/ S/  Howard Leecey
Notary Public, Potter County, Texas

STATE OF GEORGIA
COUNTY OF DODGE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State,
on this day personally appeared Taylor C. Jordan, Exec. Vice President, known to me to
be the person and officer whose name is subscribed to the foregoing instrument and ac-
knowledged to me that the same was the act and deed of the said STOCKY'S, INC., a cor-
poration, and that he executed the same as the act of such corporation for the purposes
and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of January, 1969.

/s/  June J. Lee
Notary Public, Dodge County, Georgia.

(Seal)

FILED FOR RECORD this the 20th day of January, A.D. 1969 at 9:00 a'clock A.M.

RECORDED this the 21st day of January, A.D. 1969 at 9:30 a'clock A.M.

County Clerk, Deklan County, Texas.
STATE OF GEORGIA
COUNTY OF DODGE

ASSIGNMENT OF LEASE & WATER RIGHTS

THIS AGREEMENT, made this the 6th day of May, 2011, between PECAN SHOFFE OF ADRIAN, INC., a Georgia Corporation hereinafter called "Assignor," and STUCKEY'S OF ADRIAN, INC., a Georgia Corporation, hereinafter called "Assignee:"

Recitals
WHEREAS, a lease and water rights agreement was executed on November 22, 1968, between P.H. Grulkey and Stuckey's Inc., the Assignor's Inc., having transferred and assigned all rights and interests to Pecan Shoffe of Adrian, Inc., and

WHEREAS, the Pecan Shoppe of Adrian, Inc. now desires to assign the lease and water rights to the Assignee, and the Assignee desires to accept the assignment thereof:

Assignment
NOW, THEREFORE, for and in consideration of the sum of $10.00, receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee and his heirs, executors, administrators, and assigns all of his right, title, and interest in and to the lease hereinbefore described, and a copy of which is attached hereto as Exhibit A and the Assignee hereby agrees to and does accept the assignment and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations required to be kept, including the making of all payments due to or payable on behalf of the tenant under said lease when due and payable.

Binding on Successors
This agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

Executed the day and year first above written.

Sworn to and subscribed to this 6th day of May, 2011.

[Signature]
Witness

ASSIGNOR
Pecan Shoppe of Adrian, Inc.

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STATE OF GEORGIA  
COUNTY OF DODGE  

This instrument was acknowledged before me on the 6th day of May, 2011, by PECAN SHOPEP ADRIAN, INC., by its President, R. Dean Franklin.

Notary Public of Georgia  
My Commission expires: 3-25-2012

Assignee  
Stuckey's of Adrian, Inc.

Witness  

STATE OF GEORGIA  
COUNTY OF DODGE  

This instrument was acknowledged before me on the 6th day of May, 2011, by STUCKEY'S OF ADRIAN, INC., by its President, Stephen E. Kirkley.

Notary Public, State of Georgia  
My Commission expires: 

STATE OF TEXAS  
COUNTY OF OLDHAM  

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED. In Volume 207, Page 599, of the CA2  
RECORDED at Oldham County, Texas, on 6-7-11

REBEKA G FOSTER  
CLERK COUNTY COURT  
OLDHAM COUNTY, TEXAS  

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

FORECLOSURE SALE DEED

Date: December 2, 2014

Deed of Trust:

Date: May 6, 2011
Grantor: Stuckey's of Adrian, Inc.
Trustee: Mark Turner
Beneficiary: Colony Bank
County Where Property is Located: Oldham County

Property:

All that tract or parcel of land described as follows: A 6.282 acre tract out of Section 106, Block K-11, G.C. & S.F. Railroad Company Survey, in Oldham County, Texas, described by metes and bounds as follows, to-wit: BEGINNING at the Northeast corner of Section No. 106, Block K-11, G.C. & S.F. Railroad Company Survey; THENCE South 00 degrees 19 minutes East along the East line of this Section 2096.39 feet to a point; THENCE South 89 degrees 41 minutes West 30.00 feet to a defaced concrete monument in the South R.O.W. line of U.S. Highway Interstate 40 with four reinforced steel bars showing, the Beginning Point of this survey; THENCE North 80 degrees 19 minutes West along said R.O.W. line 75.00 feet to a concrete monument with a brass cap; THENCE North 54 degrees 33 minutes 57 seconds West along said R.O.W. line 226.01 feet to a concrete monument with a brass cap; THENCE North 76 degrees 48 minutes West along said R.O.W. line of 143.50 feet to a concrete monument with a brass cap stamped Sta. 69-352; THENCE South 66 degrees 12 minutes West along said R.O.W. line 400.00 feet set a 1.25 inch iron pipe in said R.O.W. line; THENCE South 23 degrees 48 minutes East 300.00 feet set a 1.25 inch iron pipe; THENCE South 83 degrees 01 minute East 346.92 feet set a 1.25 inch iron pipe in the West R.O.W. line of County Road; THENCE North 89 degrees 41 minutes East 300.00 feet along the West R.O.W. of said County Road to the Beginning Point of this survey.

Notes Secured by Deed of Trust:

Promissory Note No. 1

Date: May 6, 2011
Amount: Six Hundred Fifty-One Thousand Four Hundred Thirty-Five and No/100 Dollars ($651,435.00)
Debtor: Stuckey's of Adrian, Inc.
Holder: Colony Bank
Promissory Note No. 2

Date: May 6, 2011
Amount: Two Hundred Seventy Thousand and No/100 Dollars
        ($270,000.00)
Debtor: Stuckey’s of Adrian, Inc.
Holder: Colony Bank

Date of Sale of Property: December 2, 2014

Time Sale of Property Began: At the earliest, at 10:00 a.m. or within three (3) hours after
                            that time.

Place of Sale of Property: The East steps of the Oldham County Courthouse at the East
                         entrance to such Courthouse, Vega, Oldham County, Texas.

Buyer: Colony Bank

Buyer’s Mailing Address: 302 South Main Street
                        P.O. Box 1029
                        Fitzgerald, Georgia 31750

Amount of Sale: Two-Hundred Thousand and No/100 Dollars ($200,000.00)

Grantor conveyed the property to Trustee in trust to secure payment of the Note, but
Grantor has defaulted in performing the obligations of the Deed of Trust. Holder of the Note,
who is also Beneficiary of the Deed of Trust, accordingly has requested Erin M. Lehmberg,
Substitute Trustee, to enforce the trust.

Notices stating the time, place, and terms of sale of the property were posted and filed,
as required by §51.002 of the Texas Property Code, and other requirements of that statute have
been met. As required by that statute and by the Deed of Trust, Substitute Trustee sold the
property to Buyer, who was the highest bidder at the public auction, for the amount of sale. The
sale began at the time specified above and was concluded by 4:00 p.m. of the same day.

As shown by the Composite Affidavit attached to this instrument as Exhibit “A” and
incorporated in it by this reference, Holder/Beneficiary either personally or by agent served
notice of the sale to each debtor required by statute in compliance with §51.002 of the Texas
Property Code.

Substitute Trustee, by the authority conferred by the Deed of Trust, subject to the prior
liens and other exceptions to conveyance and warranty in the Deed of Trust and for the amount
of sale paid by Buyer as consideration, grants, sells, and conveys to Buyer the property together
with all and singular the rights and appurtenances thereto in any wise belonging, to have and
hold it to Buyer, Buyer’s heirs, executors, administrators, successors, or assigns forever.
Substitute Trustee binds Grantor and Grantor’s heirs, executors, administrators, and successors
to warrant and forever defend all and singular the property to Buyer and Buyer’s heirs,
executors, administrators, successors, and assigns against every person whomsoever lawfully
claiming or to claim the same or any part thereof, except as to the prior liens and other
exceptions to conveyance and warranty in the Deed of Trust.
ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on this the 3rd day of December, 2014, by Erin M. Lehmberg, Substitute Trustee.

Lauren D. Redwine
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:
Burdett, Morgan, Williamson & Boykin, LLP
701 South Taylor, Suite 440
Amarillo, Texas 79101
EXHIBIT “A”

COMPOSITE AFFIDAVIT FOR SUBSTITUTE TRUSTEE

STATE OF TEXAS

COUNTY OF POTTER

BEFORE ME, the undersigned authority, on this day personally appeared Erin M. Lehmberg, who, after being duly sworn, upon oath stated:

"I, Erin M. Lehmberg, am over the age of eighteen (18) years, have never been convicted of a felony or crime of moral turpitude, and have personal knowledge of the facts set forth herein.

"On October 21, 2014, I notified Stuckey’s of Adrian, Inc., by certified mail return receipt requested that a period, of not less than twenty (20) days to cure the default, existed before the entire debt secured by the Deed of Trust will become due and notice of the proposed foreclosure sale be given.

"I served a true and correct copy of the Notice of Foreclosure Sale on the following entities and person on November 10, 2014, by depositing the same in a wrapper, postage prepaid, certified mail, return receipt requested, in a post office or official depository under the care and custody of the U.S. Postal Service. The persons served with notices and their addresses are as follows:

Stuckey’s of Adrian, Inc.
P.O. Box 879
Eastman, Georgia 31023

Stuckey’s of Tucumcari, Inc.
P.O. Box 879
Eastman, Georgia 31023

Stuckey’s of Santa Rosa, Inc.
P.O. Box 879
Eastman, Georgia 31023

Stephen E. Kirkley
450 Minter Ridge Drive
Eastman, Georgia 31023

"On November 10, 2014, Talaisa Tucker under my direction, did post the Notice of Foreclosure Sale at the officially designated place for the posting of notices of non-judicial sales, located near an entrance door to the County Courthouse of Oldham County, Texas.

"Further, on December 2, 2014, I did, at a time not earlier than the time set forth in the Notice of Foreclosure Sale and beginning not later than three (3) hours thereafter, conduct the foreclosure sale. The foreclosure sale occurred in the area specified in the Notice of Foreclosure Sale.

"I further certify that to the best of my knowledge Stuckey’s of Adrian, Inc., believed by me to be the former owner of the property more fully described in the above referenced Deed of Trust was in existence on December 2, 2014."
EXECUTED on the 3rd day of December, 2014.

Erin M. Lehmberg

ACKNOWLEDGMENT

STATE OF TEXAS § §
COUNTY OF POTTER § §

This instrument was SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME, the undersigned authority on this the 3rd day of December, 2014, by Erin M. Lehmberg.

Lauren D. Redwine
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:
Burdett, Morgan, Williamson & Boykin, LLP
701 South Taylor, Suite 440
Amarillo, Texas 79101

LAUREN D. REDWINE
NOTARY PUBLIC,
STATE OF TEXAS
My Commission Expires 08-24-2015

STATE OF TEXAS COUNTY OF OLDHAM
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me; and was duly
RECORDED, in Volume 230, Page 455, of the COE
RECORDED of Oldham County, Texas, on 12-4-14.

DARLA LOOKINGBILL
CLERK COUNTY COURT
OLDHAM COUNTY, TEXAS

Foreclosure Sale Deed

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Page 5 of 5
WARRANTY DEED
Prepared by and return to:
C. Michael Johnson
Attorney at Law
P.O. Box 877
Eastman GA 31023

STATE OF GEORGIA, County of Dodge

THIS INDENTURE, Made this 6th day of May 2011, between PECAN SHOPSPE OF ADRIAN, INC., a Georgia Corporation of the State of Georgia and County of Dodge of the first part, and STUCKEY'S OF ADRIAN, INC., a GEORGIA CORPORATION, of the State of Georgia and County of Dodge of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN ($10.00) DOLLARS, and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents, does grant, bargain, sell and convey unto the said party of the second part, its heirs and assigns:

All that tract or parcel of land described as follows: A 6.282 acre tract out of Section 106, Block X-11, G.C. & S.P. Railroad Company Survey, in Oldham County, Texas, described by metes and bounds as follows, to-wit: BEGINNING at the Northeast corner of Section No. 106, Block X-11, G.C. & S.P. Railroad Company Survey; thence South 00 degrees 12 minutes East along the East line of this Section 2096.39 feet to a point; thence South 89 degrees 41 minutes West 30.00 feet to a defaced concrete monument in the South R.O.W. line of U.S. Highway Interstate 40 with four reinforced steel bars showing, the Beginning Point of this survey; thence North 80 degrees 19 minutes West along said R.O.W. line 75.00 feet to a concrete monument with a brass cap; thence North 54 degrees 33 minutes 57 seconds West along said R.O.W. line 226.01 feet to a
concrete monument with a brass cap; thence North 76 degrees 48 minutes West along said R.O.W. line of 143.50 feet to a concrete monument with a brass cap stamped Sta. 69-352; thence South 66 degrees 12 minutes West along said R.O.W. line 400.00 feet set a 1.25 inch iron pipe in said R.O.W. line; thence South 23 degrees 48 minutes East 300.00 feet set a 1.25 inch iron pipe; thence South 83 degrees 01 minute East 346.92 feet set a 1.25 inch iron pipe in the West R.O.W. line of County Road; thence North 89 degrees 41 minutes East 300.60 feet along the West R.O.W. of said County Road to the Beginning Point of this survey.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behalf of the said party of the second part, it's heirs and assigns, forever, in fee simple.

AND THE SAID party of the first part, for its heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, it's heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal, the day and year first above written.

Sworn to and subscribed before me this day of May 2, 2011.

 Witness

Pecan Shoppes of Adrian, Inc.
a Georgia corporation

By:

Title: CEO
CORPORATION ACKNOWLEDGEMENT

THE STATE OF GEORGIA

County of DODGE

BEFORE ME, the undersigned Notary Public in and for said County, Georgia, on this day personally appeared

F. Dean Fromm 

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the name was the act of the said SELVEN, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of May, 2011.

Notary Public in and for said County, Georgia.

My Commission Expires 3-25-2012

THE STATE OF TEXAS

County of

I, the County Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated on the ___ day of ___ A.D. 2011, with its Certificate of Authentication, was filed for record in my office on the ___ day of ___ A.D. 2011 at ___ o'clock ___ M., and was duly recorded this ___ day of ___ A.D. 2011 at ___ o'clock ___ M., in the Records of said County, in Volume ___ of said Court, in Volume ___ in the Records of said County, in Volume ___ on pages ___.

WITNESS my hand and seal of the County Court of said County, at my office in ___ the day and year last above written.

By: ________________

County, Texas

Deputy.

[Signature]

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OLDHAM, TX
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