

- ***12.5± Acres • 14,478± SF Improvements***
- ***I-20 Corridor Location***

COMMERCIAL REDEVELOPMENT OPPORTUNITY *in Kilgore, Texas*

AUCTION

Held On-Site at 6817 SH 42, Kilgore, TX 75662



INFORMATION BOOKLET

- **12.5± Acres Zoned General Commercial • 14,478± SF Total Improvements**
- **Highway 42 Frontage • Just ½ Mile North of Interstate 20**
- **Multiple Buildings with Flexible Use Potential**
- **Redevelopment, Investment & Owner-User Opportunity**

Tuesday, July 28th at 10am

972-768-5165

SchraderAuction.com | SchraderWellings.com

4% Buyer's Premium

SCHRADER + WELLINGS

REAL ESTATE & AUCTION COMPANY, INC.
LAND MARKETING EXPERTS.NATIONWIDE.

Working in Cooperation with C. Brent Wellings

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc. *Working in Cooperation with C. Brent Wellings*

Charles Brent Wellings, Broker, 618910
Auctioneer: Charles Brent Wellings, 16950

SCHRADER + WELLINGS

REAL ESTATE & AUCTION COMPANY, INC.
LAND MARKETING EXPERTS. NATIONWIDE.

CORPORATE OFFICE:

950 N Liberty Dr Columbia City, IN 46725
800.451.2709 • 260.244.7606

OKLAHOMA OFFICE:

101 N Main Street, Stillwater, OK 74075

TERMS & CONDITIONS:

PROCEDURE; CONDUCT OF AUCTION: The Property will be offered as a single tract. The conduct of the Auction will be at the direction and discretion of the Auction Company and Broker, Seller and its agents reserve the right to preclude any person from bidding if there is any question as to the person's identity, credentials, fitness, etc.

BUYER'S PREMIUM: The contract purchase price will include a Buyer's Premium equal to 4% of the bid amount.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey title by Special Warranty Deed.

EVIDENCE OF TITLE: Seller agrees to make available to bidder(s) a preliminary title insurance commitment to re-

view prior to auction. If a Buyer elects to purchase a standard coverage ALTA Owner's Title Policy, Seller shall give Buyer a credit against the Purchase Price. Said Title Policy shall be in the amount of the purchase price insuring marketable title to the Purchased Tracts in the name of Buyer, subject to all standard requirements, conditions and exceptions and subject to the Permitted Exceptions. The cost of any lender's title insurance shall be charged to Buyer.

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession shall be at closing.

SURVEY: A new survey will be obtained only if necessary to record the conveyance or if otherwise deemed appropriate in the Seller's sole discretion. If a new survey is obtained, the survey cost will be shared equally by Seller and Buyer.

TRACT MAPS; ACRES, DIMENSIONS: Tract maps, advertised acres, building dimensions and square footages are approximations based on existing tax parcel data, legal descriptions &/or aerial mapping data and are not provided as survey products.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, etc., if any, asso-

ciated with the referenced real estate, and the term "Property" will not include any mineral rights.

AGENCY: C. Brent Wellings - Broker, Schrader Real Estate and Auction Company, Inc., and their representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: ALL PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE BY SELLER OR AUCTION COMPANY CONCERNING THE PROPERTY. Prospective bidders are responsible for conducting their own independent inspections, investigations, inquiries and due diligence concerning the property. The information contained in the marketing materials is provided in order to facilitate (and not as a substitute for) a prospective bidder's pre-auction due diligence. All marketing materials are subject to a prospective bidder's independent verification. Seller and Auction Company assume no liability for any inaccuracies, errors or omissions in such materials. All sketches and dimensions are approximate. **CHANGES:** Please regularly check www.schraderauction.com and www.schraderwellings.com to review any changes and/or additional information. **THE PURCHASE CONTRACT DOCUMENTS WILL SUPERSEDE THE MARKETING MATERIALS AND ANY OTHER PRIOR STATEMENTS.**

BOOKLET INDEX

• BIDDER PRE-REGISTRATION FORM	Page 5
• ONLINE BIDDING REGISTRATION FORM	Page 7-8
• LOCATION MAP & AERIAL TRACT MAP	Page 9-11
• SOIL MAPS (Soil, Topo Contours & Flood Zone)	Page 13-16
• TAX STATEMENTS	Page 17-20
• PROPERTY RECORD CARDS	Page 21-33
• PRELIMINARY TITLE	Page 35-50
• PHOTOS	Page 51-64

**For Information Call Auction Manager:
Brent Wellings, 972-768-5165**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, JULY 28, 2026

COMMERCIAL REDEVELOPMENT – KILGORE, TEXAS

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or brent@schraderauction.com, no later than Tuesday, July 21, 2026.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
Commercial Redevelopment • Kilgore, Texas
Tuesday, July 28, 2026

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, July 28, 2026 at 10:00 AM (CST).
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, July 21, 2026**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com or brent@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

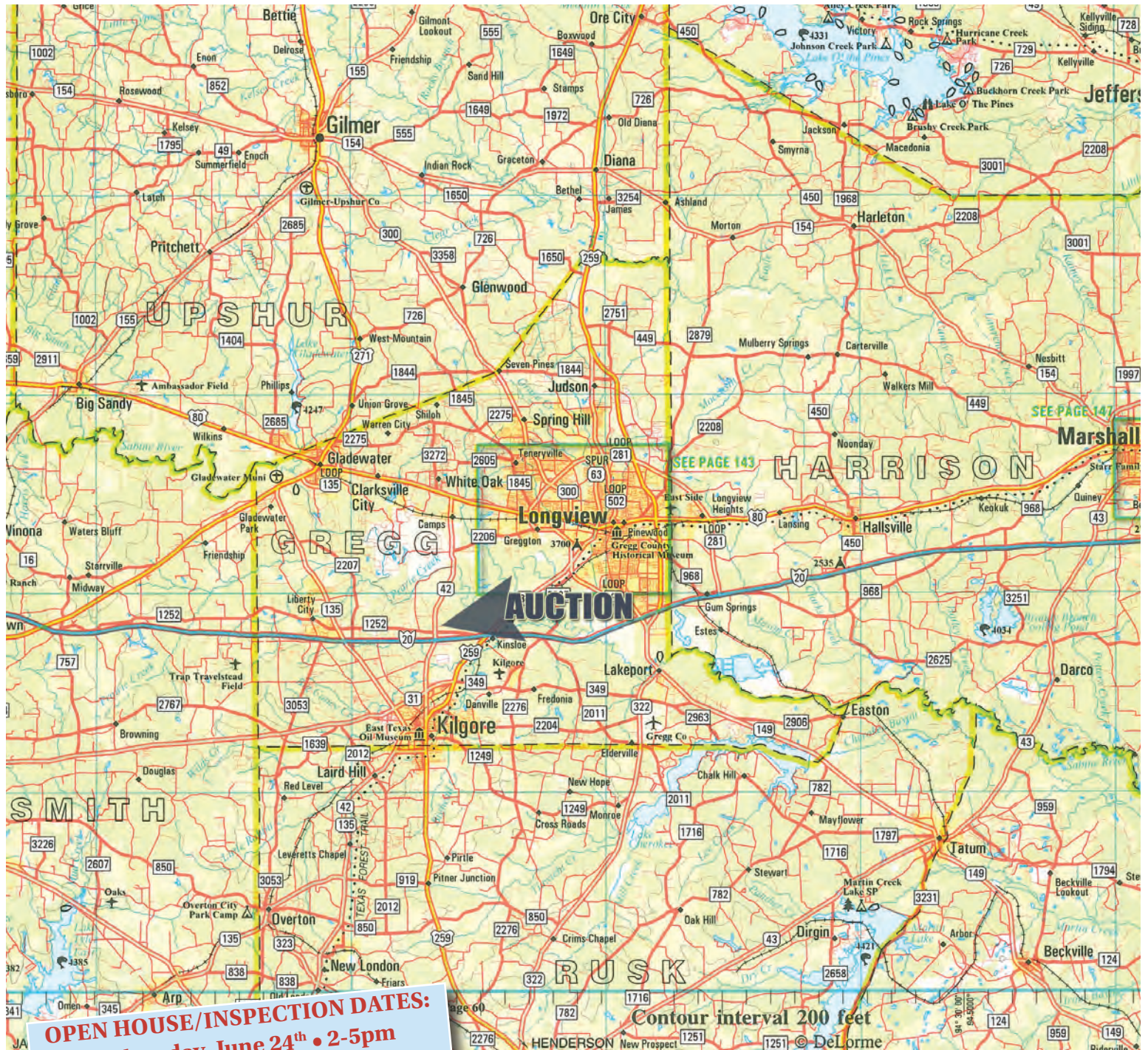
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & TRACT MAPS

LOCATION MAP



TRACT MAP



Commercial Redevelopment Opportunity in Kilgore, Texas

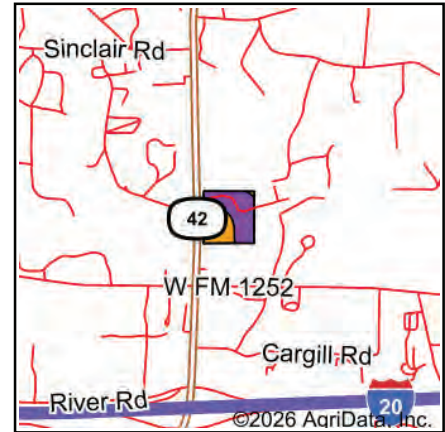
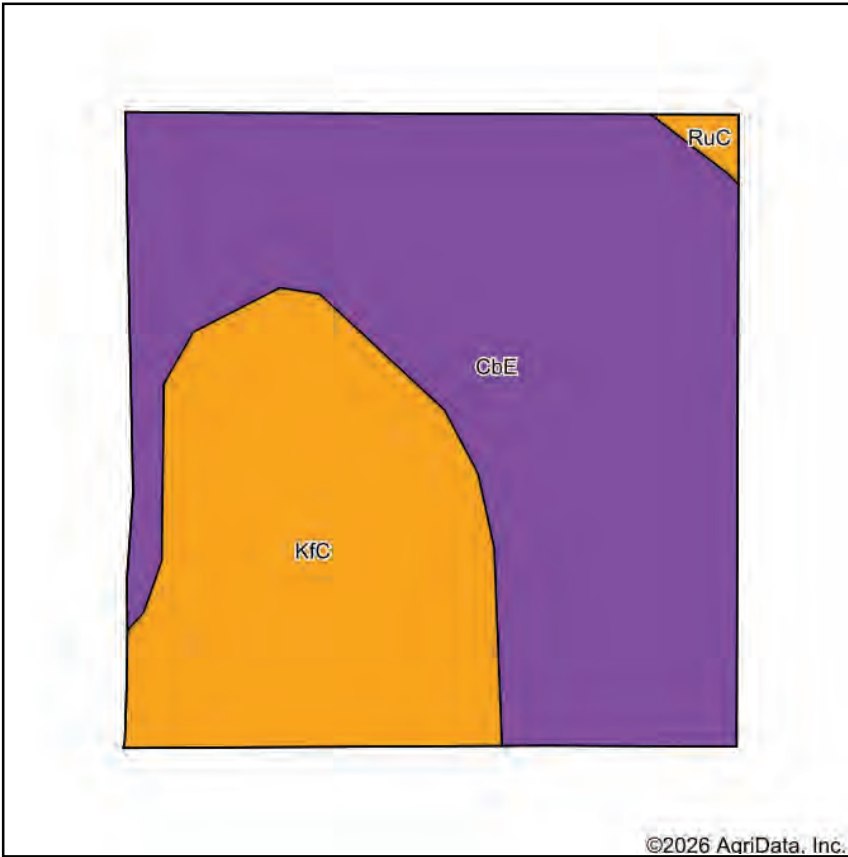
Strategically located along State Highway 42 just one-half mile north of Interstate 20, this 12.5± acre commercial property presents an outstanding opportunity for investors, developers, contractors, and owner-users seeking a highly visible East Texas location. The property is zoned General Commercial and offers excellent access, frontage, and flexibility for a wide range of commercial applications.

The property includes two standalone commercial buildings totaling approximately 14,478 square feet under roof. The primary building contains approximately 8,478 square feet and was most recently utilized as a church facility featuring offices, classrooms, meeting space, and restrooms. A second approximately 6,000-square-foot building includes office space, restrooms, and a large open area suitable for numerous commercial or storage applications.

While the improvements currently require rehabilitation and restoration of electrical service, the property's combination of location, zoning, acreage, and existing improvements creates a compelling value-add opportunity. Buyers may choose to renovate the existing structures, repurpose the site for a new commercial venture, or redevelop the property entirely to maximize its potential. Commercially zoned acreage with Interstate 20 proximity and Highway 42 frontage is increasingly difficult to find in this market. Whether your objective is investment, development, owner occupancy, or redevelopment, this property deserves serious consideration.

SOIL INFORMATION

SOIL MAP



State: **Texas**
 County: **Gregg**
 Location: **32° 26' 24.97, -94° 51' 38.29**
 Township: **Sabine**
 Acres: **11.97**
 Date: **4/2/2026**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2025 www.AgriDataInc.com



Soils data provided by USDA and NRCS.

Area Symbol: TX608, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Bahiagrass AUM	Common bermudagrass AUM	Corn Bu	Cotton lint Lbs	Improved bermudagrass AUM	Soybeans Bu	Wheat Bu
CbE	Cuthbert fine sandy loam, 8 to 25 percent slopes	7.62	63.6%		VIIe	VIIe							
KfC	Kirvin very fine sandy loam, 1 to 5 percent slopes	4.26	35.6%		IIIe	IIIe							
RuC	Ruston fine sandy loam, 3 to 5 percent slopes	0.09	0.8%		IIIe		9.5	5.5	65	600	12	25	45
Weighted Average					5.55	*-	0.1	*-	0.5	4.5	0.1	0.2	0.3

*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

TOPO CONTOURS MAP



©2026 AgriData, Inc.



Source: USGS 1 meter dem

Interval(ft): 2.0

Min: 297.7

Max: 330.9

Range: 33.2

Average: 315.2

Standard Deviation: 7.05 ft

0ft 186ft 372ft



4/2/2026

Gregg County
Texas

Maps Provided By:



© AgriData, Inc. 2025

www.AgriDataInc.com

Boundary Center: 32° 26' 24.97, -94° 51' 38.29

FLOOD ZONE MAP



©2026 AgriData, Inc.



Map Center: 32° 26' 24.97, -94° 51' 38.29

0ft 200ft 399ft

Maps Provided By:



© AgriData, Inc. 2025 www.AgriDataInc.com

Gregg County
Texas



4/2/2026

Flood related information provided by FEMA

TAX STATEMENTS

TAX STATEMENTS

TAX CERTIFICATE



MICHELLE TERRY, PCAC
GREGG COUNTY TAX ASSESSOR-COLLECTOR
PO BOX 1431, LONGVIEW, TX 75606

Issued To:

SCHRADER WELLINGS
PO BOX 832
STILLWATER, OK 74076

Legal Description

AB 134 JOHN MOFFITT SUR TR 11

Fiduciary Number: 38677026

Parcel Address: SH 42

Legal Acres: 10.2800

Account Number: 23578

Print Date: 07/14/2026 12:12:25 PM

Certificate No: 254666562

Paid Date: 07/14/2026

Certificate Fee: \$10.00 CASH

Issue Date: 07/14/2026

Operator ID: JOANIEL

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. AMOUNT DUE IS AS OF TODAY, AMOUNTS CHANGE ON THE FIRST OF EACH MONTH. AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:**Certified Owner:**

COLE JIM R EXEMPT LIFETIME TRUST
BOKF NA TRES
3009 POST OAK BLVD STE 1300
HOUSTON, TX 77056

Certified Tax Unit(s):

100 GREGG COUNTY
110 SPECIAL-RD & BRIDGE
230 KILGORE CITY
340 SABINE ISD
400 KILGORE COLLEGE

2025 Value:	233,700
2025 Levy:	\$4,734.24
2025 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX ROLL SECTION 25.21 IS NOT INCLUDED IN THE CERTIFICATE [TAX ROLL SECTION 31.08(B)].
DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GP) No: N/A

Issued By: *Michelle Terry*
MICHELLE TERRY, PCAC
GREGG COUNTY TAX ASSESSOR-COLLECTOR



TAX STATEMENTS

TAX CERTIFICATE



MICHELLE TERRY, PCAC
GREGG COUNTY TAX ASSESSOR-COLLECTOR
PO BOX 1431, LONGVIEW, TX 75606

Issued To:

SCHRADER WELLINGS
PO BOX 832
STILLWATER, OK 74076

Legal Description

AB 134 JOHN MOFFITT SUR TR 11-01

Fiduciary Number: 38677026

Parcel Address: 6817 SH 42

Legal Acres: .5698

Account Number: 23579

Print Date: 07/14/2026 12:08:51 PM

Certificate No: 254666559

Paid Date: 07/14/2026

Certificate Fee: \$10.00 CASH

Issue Date: 07/14/2026

Operator ID: JOANIEL

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. AMOUNT DUE IS AS OF TODAY, AMOUNTS CHANGE ON THE FIRST OF EACH MONTH. AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:**Certified Owner:**

COLE JIM R EXEMPT LIFETIME TRUST
BOKF NA TRES
3009 POST OAK BLVD STE 1300
HOUSTON, TX 77056

Certified Tax Unit(s):

100 GREGG COUNTY
110 SPECIAL-RD & BRIDGE
230 KILGORE CITY
340 SABINE ISD
400 KILGORE COLLEGE

2025 Value:	260,530
2025 Levy:	\$5,277.75
2025 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX ROLL SECTION 25.21 IS NOT INCLUDED IN THE CERTIFICATE [TAX ROLL SECTION 31.08(B)].
DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: N/A

Issued By:

MICHELLE TERRY, PCAC
GREGG COUNTY TAX ASSESSOR-COLLECTOR



TAX STATEMENTS

TAX CERTIFICATE



MICHELLE TERRY, PCAC
GREGG COUNTY TAX ASSESSOR-COLLECTOR
PO BOX 1431, LONGVIEW, TX 75606

Issued To:

SCHRADER WELLINGS
PO BOX 832
STILLWATER, OK 74076

Legal Description

AB 134 JOHN MOFFITT SUR TR 11-02

Fiduciary Number: 38677026

Parcel Address: SH 42

Legal Acres: 1.6164

Account Number: 23580

Print Date: 07/14/2026 12:10:58 PM

Certificate No: 254666560

Paid Date: 07/14/2026

Certificate Fee: \$10.00 CASH

Issue Date: 07/14/2026

Operator ID: JOANIEL

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. AMOUNT DUE IS AS OF TODAY, AMOUNTS CHANGE ON THE FIRST OF EACH MONTH. AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

Certified Owner:

COLE JIM R EXEMPT LIFETIME TRUST
BOKF NA TRES
3009 POST OAK BLVD STE 1300
HOUSTON, TX 77056

Certified Tax Unit(s):

100 GREGG COUNTY
110 SPECIAL-RD & BRIDGE
230 KILGORE CITY
340 SABINE ISD
400 KILGORE COLLEGE

2025 Value:	290,810
2025 Levy:	\$5,891.17
2025 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX ROLL SECTION 25.21 IS NOT INCLUDED IN THE CERTIFICATE [TAX ROLL SECTION 31.08(B)].
DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: N/A

Issued By:

MICHELLE TERRY, PCAC
GREGG COUNTY TAX ASSESSOR-COLLECTOR



PROPERTY RECORD CARDS

PROPERTY RECORD CARDS

Property Details

Account		
Property ID:	23578	Geographic ID: 0297013400-011-00-04
Type:	Real	Zoning:
Property Use:	F1 REAL - COMMERCIAL REAL ESTATE	Condo:
Location		
Situs Address:	SH 42 KILGORE, TX 75662	
Map ID:	G5	Mapsco:
Legal Description:	AB 134 JOHN MOFFITT SUR TR 11	
Abstract/Subdivision:	A0297 - MOFFITT JOHN SUR	
Neighborhood:	N0297	
Owner		
Owner ID:	481543	
Name:	COLE JIM R EXEMPT LIFETIME TRUST	
Agent:		
Mailing Address:	BOKF NA TRES 3009 POST OAK BLVD STE 1300 HOUSTON, TX 77056	
% Ownership:	100.00%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement	\$51,280

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or

PROPERTY RECORD CARDS

Non-Homesite Value:	(+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$129,760 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$181,040 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$181,040 (=)
HS Cap Loss: ⓘ	\$0 (-)
CB Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$181,040
Ag Use Value:	\$0

documents. Please contact the Appraisal District to verify all information for accuracy.

PROPERTY RECORD CARDS

Property Improvement - Building

Type: COMMERCIAL **State Code:** F1 **Living Area:** 6,000.00 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
S	METAL FRAME AND WALLS	C0.5	1987	6,000.00

Type: RESIDENTIAL **State Code:** E3 **Living Area:** 0.00 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
STG-MTL	METAL STORAGE	NS	1900	0.00
BARN	BARN	NS	1900	0.00

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
DRN1	DRN1	4.00	174,240.00	0.00	0.00	\$57,640	\$0
DM	MINIMAL USE	1.28	55,756.80	0.00	0.00	\$70	\$0
DTM1	DTM1	5.00	217,800.00	0.00	0.00	\$72,050	\$0

PROPERTY RECORD CARDS

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2026	\$51,280	\$129,760	\$0	\$181,040	\$0	\$181,040
2025	\$85,130	\$148,570	\$0	\$233,700	\$0	\$233,700
2024	\$91,360	\$64,420	\$0	\$155,780	\$0	\$155,780
2023	\$101,150	\$64,420	\$0	\$165,570	\$0	\$165,570
2022	\$91,430	\$73,060	\$0	\$164,490	\$0	\$164,490
2021	\$80,500	\$53,890	\$0	\$134,390	\$0	\$134,390

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
	EXEC	EXECUTOR'S DEED	COLE ELWYN J	COLE JIM R EXEMPT LIFETIME TRUST	202412252		202412252
11/1/2005			BROADWAY SAMUEL J	COLE ELWYN J			200524593
1/24/1997	WD	WARRANTY DEED	COLE E J	BROADWAY SAMUEL J	3046	161	

PROPERTY RECORD CARDS

Property Details

Account		
Property ID:	23579	Geographic ID: 0297013400-011-01-04
Type:	Real	Zoning:
Property Use:	EL RURAL LAND NOT QUALIFIED FOR OPEN-SPACE APPRAISAL	Condo:
Location		
Situs Address:	6817 SH 42 KILGORE,TX 75662	
Map ID:	G5	Mapsco:
Legal Description:	AB 134 JOHN MOFFITT SUR TR 11-01	
Abstract/Subdivision:	A0297 - MOFFITT JOHN SUR	
Neighborhood:	N0297CR	
Owner		
Owner ID:	481543	
Name:	COLE JIM R EXEMPT LIFETIME TRUST	
Agent:		
Mailing Address:	BOKF NA TRES 3009 POST OAK BLVD STE 1300 HOUSTON, TX 77056	
% Ownership:	100.00%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-	\$0 (+)

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or

PROPERTY RECORD CARDS

Homesite Value:	
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$5,010 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$5,010 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value: ⓘ	\$5,010 (=)
HS Cap Loss: ⓘ	\$0 (-)
CB Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$5,010
Ag Use Value:	\$0

documents. Please contact the Appraisal District to verify all information for accuracy.

PROPERTY RECORD CARDS

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
SPECIAL	SPECIAL	0.57	24,820.49	0.00	0.00	\$5,010	\$0

PROPERTY RECORD CARDS

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2026	\$0	\$5,010	\$0	\$5,010	\$0	\$5,010
2025	\$255,520	\$5,010	\$0	\$260,530	\$0	\$260,530
2024	\$261,980	\$5,010	\$0	\$266,990	\$0	\$266,990
2023	\$275,860	\$7,570	\$0	\$283,430	\$0	\$283,430
2022	\$245,860	\$7,570	\$0	\$253,430	\$0	\$253,430
2021	\$179,990	\$7,570	\$0	\$187,560	\$0	\$187,560

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
	EXEC	EXECUTOR'S DEED	COLE ELWYN J	COLE JIM R EXEMPT LIFETIME TRUST	202412252		202412252
11/1/2005			BROADWAY SAMUEL J	COLE ELWYN J			200524593
1/24/1997	WD	WARRANTY DEED	COLE E J	BROADWAY SAMUEL J	3046	161	

PROPERTY RECORD CARDS

Property Details

Account		
Property ID:	23580	Geographic ID: 0297013400-011-02-04
Type:	Real	Zoning:
Property Use:	F1 REAL - COMMERCIAL REAL ESTATE	Condo:
Location		
Situs Address:	SH 42 KILGORE,TX 75662	
Map ID:	G5	Mapsco:
Legal Description:	AB 134 JOHN MOFFITT SUR TR 11-02	
Abstract/Subdivision:	A0297 - MOFFITT JOHN SUR	
Neighborhood:	N0297CR	
Owner		
Owner ID:	481543	
Name:	COLE JIM R EXEMPT LIFETIME TRUST	
Agent:		
Mailing Address:	BOKF NA TRES 3009 POST OAK BLVD STE 1300 HOUSTON, TX 77056	
% Ownership:	100.00%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement	\$324,530

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or

PROPERTY RECORD CARDS

Non-Homesite Value:	(+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$13,480 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$338,010 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value: ?	\$338,010 (=)
HS Cap Loss: ?	\$0 (-)
CB Cap Loss: ?	\$0 (-)
Assessed Value:	\$338,010
Ag Use Value:	\$0

documents. Please contact the Appraisal District to verify all information for accuracy.

PROPERTY RECORD CARDS

Property Improvement - Building

Type: RESIDENTIAL **State Code:** F1 **Living Area:** 2,645.00 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	M4	1978	2,645.00
MA	MAIN AREA	M4	1978	130.00
MA	MAIN AREA	M4	1978	235.00

Type: COMMERCIAL **State Code:** F1 **Living Area:** 4,600.00 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
S	METAL FRAME AND WALLS	C0.5	2003	3,878.00
S	METAL FRAME AND WALLS	C0.5	1973	4,600.00

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
SPECIAL	SPECIAL	1.62	70,410.38	0.00	0.00	\$13,480	\$0

PROPERTY RECORD CARDS

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2026	\$324,530	\$13,480	\$0	\$338,010	\$0	\$338,010
2025	\$276,590	\$14,220	\$0	\$290,810	\$0	\$290,810
2024	\$260,170	\$14,220	\$0	\$274,390	\$0	\$274,390
2023	\$252,630	\$17,600	\$0	\$270,230	\$0	\$212,460
2022	\$159,450	\$17,600	\$0	\$177,050	\$0	\$177,050
2021	\$148,820	\$17,600	\$0	\$166,420	\$0	\$166,420

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
	EXEC	EXECUTOR'S DEED	COLE ELWYN J	COLE JIM R EXEMPT LIFETIME TRUST	202412252		202412252
11/1/2005			BROADWAY SAMUEL J	COLE ELWYN J			200524593
1/24/1997	WD	WARRANTY DEED	COLE E J	BROADWAY SAMUEL J	3046	161	

PRELIMINARY TITLE

PRELIMINARY TITLE

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **July 12, 2026, 08:00 am**

GF No. **GC262543**

Commitment No. _____, issued **July 20, 2026, 8:00 am**

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$TBD
PROPOSED INSURED: **TBD**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$TBD
PROPOSED INSURED: **To Be Determined 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: **TBD**
 - 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:
BOKF NA, doing business as Bank of Texas, in its capacity as the Trustee of the Jim R. Cole Exempt Lifetime Trust
4. Legal description of land:
SEE ATTACHED EXHIBIT "A"

PRELIMINARY TITLE

Continuation of Schedule A

GF No. **GC262543**

Countersigned
1st Choice Title, LLC - Longview

By: *Jaida Baugh*
Authorized Signatory

PRELIMINARY TITLE

Continuation of Schedule A

GF No. GC262543

EXHIBIT "A"

TRACT ONE:

All that certain tract or parcel of land situated in the John Moffit Survey, Gregg County, Texas, being a part of the Gregg Home for the Aged, Inc., 121 acre tract, and being more particularly described as follows:

BEGINNING at the Southeast corner of the B. G. Wolford 2 acre tract in the North boundary line of the W. L. Britt 2.90 acre tract;

THENCE North 01° 05' West, 753 feet along the East boundary line of said B. G. Wolford 2 acre tract to the Northwest corner of the Gregg Home for the Aged, Inc., 121 acre tract;

THENCE North 89° 56' East, 595 feet along the North boundary line of said 121 acre tract for the Northeast corner of this tract;

THENCE South 01° 05' East, 753 feet to an iron pin in the North bank of a creek, a 24" Red Oak brs. East 5 feet;

THENCE North 89° 47' West, 595 feet along the North boundary line of said Britt tract to the PLACE OF BEGINNING, and containing 10.28 acres of land.

TRACT TWO:

All that certain tract or parcel of land situated in the John Moffit Survey, in Gregg County, Texas, being a part of the Mrs. Annie Y. Hughey 220 acre tract, and being more particularly described as follows:

BEGINNING at the Northwest corner of a 1.12 acre tract sold by Mrs. Hughey to W. L. Britt, said corner being in the East boundary line of State Highway No. 259;

THENCE North 89° 00' East along said Britt North boundary line passing his Northeast corner at 160.5 feet, continue for a total distance of 170 feet;

THENCE North 01° 00' West, 512.5 feet to a stake for corner;

THENCE South 89° 00' West 170 feet to a stake set for the Northwest corner in the East boundary line of State Highway No. 259, 40 feet from the centerline of same, said corner being 223 feet South from the Northeast corner of said 220 acre tract;

THENCE South 01° 00' East, 512.5 feet along the East boundary line of said Highway to the PLACE OF BEGINNING, and containing 2 acres of land.

TRACT THREE:

All that certain 0.86 acre tract conveyed to B. G. Wolford by Deed recorded in Volume 647, Page 564, Deed Records of Gregg County, Texas, situated in the John Moffit Survey, out of the Annie Y. Hughey 220 acres, and being more particularly described as follows:

BEGINNING at the Northwest corner of the B. G. Wolford 2 acre tract;

THENCE North 01° 00' West, 222 feet to the Northwest corner of the Hughey 220 acre tract;

THENCE along the South boundary line of the Sam Ross 327 acres, North 87° 43' East, 170 feet;

THENCE South 01° 00' East, 223 feet to the Northeast corner of the B. G. Wolford 2 acres;

THENCE South 89° 00' West, 170 feet along the North line of said 2 acres to the PLACE OF BEGINNING, and containing 2 acres of land.

PRELIMINARY TITLE

Continuation of Schedule A

GF No. **GC262543**

SAVE AND EXCEPT:

That certain tract or parcel of land conveyed by Special Warranty Deed executed June 6, 2023, and recorded as Instrument No. 202312110 of the Official Public Records of Gregg County, Texas, from Scott A. Morrison in his capacity as the Independent Executor of the Estate of E. J. Cole, Deceased to the State of Texas acting by and through the Texas Transportation Commission, containing 0.9844 of an acre (42,879 square feet) located in the J. Moffit Survey, Abstract 134, and being part of a called 0.86 acre tract (Tract 3) and a called 2 acre tract (Tract 2) described in the deed dated November 1, 2005, recorded in Clerk's File No. 200524593 of the Official Public Records of Gregg County, Texas, from Mitch Motley to Elwyn J. Cole the 0.9844 of an acre being more particularly described by metes and bounds in that Special Warranty Deed.

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.

PRELIMINARY TITLE

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, 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):

This item is deleted in its entirety.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner'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 **2026**, 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 ____ 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).

PRELIMINARY TITLE

Continuation of Schedule B

GF No. **GC262543**

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. Certain documents recorded in public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent Personal Restrictions are contained in any documents listed as an exception to title in this insuring form, Personal Restrictions are omitted from the exception. If the Company or its title insurance agent have provided copies of document containing Personal Restrictions, we are simply providing a true copy of the recorded document and do not publish, state, or imply the Personal Restrictions are enforceable.
 - 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. 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.
 - d. Any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.
 - e. Any and all easements and/or rights of way, visible or otherwise, over and across the property.
 - f. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of land.
 - g. Rights of Parties in possession. (Owner's Policy only.)
 - h. This Company is required by Federal Law to collect certain additional information from you and the parties representing you regarding the purchase of real property. US Code Title 31-Sec 5326 authorizes the U.S Department of Treasury to collect information about the certain transaction as specified in various geographic targeting orders for the purpose of preventing evasion of the Bank Secrecy Act. As a result of a Geographic Targeting Order ("GTO") issued by the United States Department of Treasury, Financial Crimes Enforcement Network ("FinCEN"), this transaction may be responsive to the requirements of the GTO. You may be required, as a condition of the issuance of the policy to provide additional information that will be reported to FinCEN. Please contact this company and provide the details of this transaction in order to comply with the GTO.
 - i. Right-of-Way easement granted to Tidal Pipe Line Company, by instrument recorded in Volume 161, Page 582, of the Deed Records of Gregg County, Texas.
 - j. Right-of-Way easement granted to Eastern Texas Petroleum Co., by instrument recorded in Volume 173, Page 2, of the Deed Records of Gregg County, Texas.
 - k. Right-of-Way easement granted to Sabine Valley Gasoline Co., Inc., by instrument recorded in Volume 177, Page 545, of the Deed Records of Gregg County, Texas.
 - l. Right-of-Way easement granted to R. W. Fair Gathering Systems, by instrument recorded in Volume 197, Page 415, of the Deed Records of Gregg County, Texas.
 - m. Right-of-Way easement granted to Southwestern Gas & Electric Co., by instrument recorded in Volume 402, Page 251, of the Deed Records of Gregg County, Texas.

PRELIMINARY TITLE

Continuation of Schedule B

GF No. **GC262543**

- n. Right-of-Way easement granted to Southwestern Electric Power Company, by instrument recorded in Volume 646, Page 129, of the Deed Records of Gregg County, Texas.**
- o. Right-of-Way easement granted to Delta Drilling Company, by instrument recorded in Volume 1114, Page 293, of the Deed Records of Gregg County, Texas.**
- p. Right-of-Way easement granted to Southwestern Electric Power Company, by instrument recorded in Volume 1924, Page 570, of the Deed Records of Gregg County, Texas.**
- q. The existence of an on-site sewage facility (OSSF), together with the terms and conditions relative to the maintenance of same, as evidenced by the Affidavit to the Public recorded in Document No. 201121804 of the Official Public Records of Gregg County, Texas.**
- r. Right-of-Way easement granted to Southwestern Electric Power Company, by instrument recorded as Document No. 201509136, Official Public Records of Gregg County, Texas.**

PRELIMINARY TITLE

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - 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. **The owners must execute and deliver to the Company an acceptable Affidavit of Debts and Liens in connection with the closing of this transaction.**
6. **NOTE: The "rights of parties in possession" exception on Schedule B of this Commitment may be deleted only if the Company inspects the Land and determines there are no "parties-in-possession" (such as tenants or persons claiming unrecorded easements or other non-recorded rights to use the property) and the Company's additional inspection fee is paid. If such inspection is not to be conducted, the proposed insured will be required to execute a waiver of inspection, and no inspection fee will be charged.**
7. **NOTE: (a) The policy of title insurance to be issued under this Commitment for Title Insurance provides for arbitration which is a common form of alternative disputes resolution. The rules of the Texas Department of Insurance allow you to request that such provision be deleted from the policy at no additional charge to you. Unless you notify us prior to settlement that you wish to have the arbitration provision deleted it will be in the policy which we issue to you. (b) Pursuant to Requirement 2 above, you must satisfy the Company that there is legal access to and from the land. Please supply evidence of legal access prior to closing.**
8. **If Item 2 of Schedule B is to be amended to read "shortages in area" only, furnish Title Company a current survey supporting such modification. The surveyor should certify that there are no encroachments, protrusions or overlaps, visible or apparent easements, rights of way or roadways on the Land except as shown on the plat of said survey, that the Land abuts a public road with such road shown and identified on the plat, and that the Land does not lie within the 100 year flood plain.**
9. **If Item 5 on Schedule B is to be amended on the Loan Policy to delete the subsequent taxes and assessments language,**

PRELIMINARY TITLE

Continuation of Schedule C

GF No. GC262543

any "roll-back" taxes assessable against the Land must be paid at or prior to closing.

10. The Company requires for its review a satisfactory survey plat and field notes of the subject property showing all improvements, easements, right-of-ways, building setback lines, roads, alleys, and all other matters that affect or may affect the subject property. If the survey plat reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they may appear as exceptions in the Policy. (T-19)
11. T-19.2 Minerals and Surface Damage Endorsement will be added to the Loan Policy if T-19 is requested.
12. The Company disclaims any undertaking or responsibility in connection with the issuance of any home warranty beyond transmitting funds and forms in accordance with the instructions of the parties to this transaction. The Company specifically is not responsible for insuring that any such warranty is ultimately issued.
13. Company finds no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any recorded or unrecorded liens or other indebtedness which could give rise to any security interest claim in the subject property.
14. This transaction involves a Trust. Company requires the Trustee provide a copy of the Trust Agreement for review. Company also requires that the Trustee execute a Certification of Trust, which will be filed in the real property records meeting all of the provisions of Section 114.086(a) and (c) of the Texas Property Code, and Company must be provided excerpts from the Trust Agreement sufficient to evidence authority of the Trustee to execute the documents for the proposed transaction. This Title Evidence is subject to possible additional requirements upon receipt and review of the same.
15. 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.
16. FOR INFORMATIONAL PURPOSES ONLY: The following recorded conveyances affect the subject property and have been recorded in the Official Public Records of Gregg County within the past 24 months: Special Warranty Deed recorded under Document No. 202412252 of the Official Public Records of Gregg County, Texas.

Previous conveyance recorded in/under Substitute Trustee's Deed recorded November 1, 2005 under Document No. 200524593 of the Official Public Records of Gregg County, Texas.

Countersigned
1st Choice Title, LLC - Longview

By: *Jaida Baugh*
Authorized Signatory

PRELIMINARY TITLE

COMMITMENT FOR TITLE INSURANCE T-7

PRELIMINARY TITLE

Continuation of Schedule D

GF No. **GC262543**

SCHEDULE D

GF No. **GC262543**

Effective Date: **July 12, 2026, 08:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

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

DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CRAIG R. SMIDDY JOHN M. DIXON STEVE R. WALKER
MICHAEL D. KENNEDY CHARLES J. KOVALESKI LISA J. CALDWELL
JOHN ERIC SMITH GLENN W. REED FREDRICKA TAUBITZ
STEVEN J. BATEMAN BARBARA ADACHI SPENCER LEROY, III
PETER B. MCNITT

OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CAROLYN J. MONROE, President & CEO CHRIS G. LIESER, Executive Vice President & CFO
CURTIS J. HOFFMAN, Executive Vice President MARK M. BUDZINSKI, Executive Vice President
DANA C. SOLMS, Executive Vice President BENEDICT CORBETT, Vice President & Treasurer
DANIEL M. WOLD, Executive Vice President & Secretary IVY ANDERSON, Executive Vice President

Shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. (a) A listing of each shareholder, owner, partner or other person having, owning or controlling one (1%) or more of the Title Insurance Agent that will receive a portion of the premium is as follows: Jason A. Holt, Jason D. Williams
- (b) A listing of each 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 that will receive a portion of the premium are as follows.
- (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. Jason A. Holt, President; Jason D. Williams, Director of Operations
- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving 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	<u>\$308.00</u>
Loan Policy	<u>\$100.00</u>
Endorsement Charges	<u>\$25.00</u>

PRELIMINARY TITLE

Continuation of Schedule D

GF No. **GC262543**

Other	\$0.00
Total	\$433.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

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

PRELIMINARY TITLE

COMMITMENT FOR TITLE INSURANCE (Form T-7)

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 of 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 (800) 328-4441 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:

PRELIMINARY TITLE

Continuation of Texas Title Insurance Information

GF No. **GC262543**

- 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.

PRELIMINARY TITLE

DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

PHOTOS

PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS





SCHRADER + WELLINGS

REAL ESTATE & AUCTION COMPANY, INC.
LAND MARKETING EXPERTS. NATIONWIDE.

CORPORATE OFFICE:

950 N Liberty Dr Columbia City, IN 46725
800.451.2709 • 260.244.7606

OKLAHOMA OFFICE:

101 N Main Street, Stillwater, OK 74075