

EXHIBIT "A"

**Property Description**

**BEING** 25.7390 acres, a part of the WM. NAIL SURVEY, A-523, Shelby County, Texas, and being the land described in the Deed from EJ Kilpatrick, as Independent Executor of the Estate of Ovara Kilpatrick, deceased to Deborah Jean Beasley Henderson, as her sole and separate property, dated November 4, 2004, recorded in Vol. 1004, Page 18, Deed Records, Shelby County, Texas, and being described by metes and bounds as follows, to-wit:

**BEGINNING** at a point in a public road, being the Northwest corner of this tract of land and being the West line of the William Nail Survey;

**THENCE** South 78 deg. 32 min. 15 sec. East along the said road and the North line of the said tract a distance of 239.72 feet to a point for the corner;

**THENCE** South 12 deg. 00 min. 09 sec. West with the West line of the herein described Block No. Two (2), at 10.00 feet set a 1/2 inch iron rod for a reference corner from which a 7 inch pine marked X bears South 78 deg. East 23.2 feet, and at 4228.89 feet total distance to a 1/2 inch iron rod set for the corner from which a 16 inch Wa. O. marked X bears South 46 deg. West 2.3 feet;

**THENCE** North 77 deg. 00 min. West a distance of 24.30 feet to a point in Flat Fork Creek;

**THENCE** up the channel of the said creek with its meanders as follows;

- 1) North 43 deg. 45 min. 17 sec. West 65.07 feet;
- 2) South 86 deg. 40 min. 21 sec. West 86.14 feet;
- 3) South 28 deg. 59 min. 20 sec. West 84.60 feet;
- 4) North 76 deg. 21 min. 00 sec. West 103.65 feet, to a point for the Southwest corner of the said tract and the William Nail Survey;

**THENCE** North 12 deg. 40 min. 03 sec. East along the West line, at 20.00 feet set a 1/2 inch iron rod for a reference corner from which a 7 inch elm marked X bears North 20 deg. East 3.0 feet, and a 17 inch Wa. O. marked X bears North 50 deg. East 28.6 feet, and at 4275.58 feet set a 1/2 inch iron rod on the South side of a public road for a reference corner from which a 14 inch pine marked X bears North 44 deg. East 5.2 feet, and at 4290.58 feet total distance to the point of beginning and containing 25.7399 acres of land, more or less.

## 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 EXCEPTION IS HEREBY DELETED.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner 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 Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2024 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgage Policy of Title Insurance (T2R) 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)

10. The following matters and all terms of the documents creating or offering evidence of the matters:  
(We must insert matters or delete this exception.):
- a. Any portion of the herein described property lying within the boundary of any roadway.
  - b. All visible and apparent easements and rights of way whether for street, road, utility or other purposes.
  - c. The Acreage Content in the legal description of the property herein insured is specifically excepted from the coverage of this policy.
  - d. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
  - e. 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.
  - f. Easement from Ovara Kilpatrick to Tex-La Electric Cooperative of Texas, Inc., dated July 24, 1990, recorded in Vol. 714, Page 399, Deed Records, Shelby County, Texas.
  - g. Rights of Parties in Possession. (Owner's Policy Only.)