

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

COMMITMENT FOR TITLE INSURANCE  
ISSUED BY



We, STEWART 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 B and 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.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

A handwritten signature in black ink, appearing to be "C. Gault", written over a horizontal line.

Authorized Countersignature



A handwritten signature in black ink, appearing to be "Stewart F. Morris", written over a horizontal line.

Senior Chairman of the Board

A handwritten signature in black ink, appearing to be "Malcolm Morris", written over a horizontal line.

Chairman of the Board

A handwritten signature in black ink, appearing to be "Michael S. Latta", written over a horizontal line.

President

Stewart Title Company  
1980 Post Oak Blvd., Suite R2C  
Houston, TX 77056

## 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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.





IMPORTANT INFORMATION

FOR INFORMATION, OR  
TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE TELE-  
PHONE NUMBER

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771

AVISO IMPORTANTE

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771



## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The Commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the policy as Exclusions. These risks will not be covered by the Policy.

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 State Board of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

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

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

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner 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.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: 0920130182	Effective Date of Commitment: October 04, 2009 at 8:00 AM
Closer: Cynthia B. Cruz (713)627-1310	Issued October 21, 2009 at 3:33 PM

1. The policy or policies to be issued are:

- (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: \$  
PROPOSED INSURED:
- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE  
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- (e) MORTGAGEE 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:

THE AVEBURY-EFFIONG TRUST, PREFORECLOSURE SPECIALIST, LLC as trustee

4. Legal description of the land:

Lot Sixteen (16), in Block Seven (7), of AMENDING PLAT OF LAKES OF BUCKINGHAM KELLIWOOD, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 414095 of the Map Records of Harris County, Texas.

**STEWART TITLE GUARANTY COMPANY  
SCHEDULE B**

File No. 0920130182

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):  
Restrictive Covenants as set out in Film Code Nos. 399026 and 414095 of the Map Records and those recorded under Clerk's File No. R881697 as amended by instruments recorded under Clerk's File Nos. S686290, T341722, T361674, U082205, U773893, V872068, Y937414, and 20090398306 of the Real Property Records of Harris County, Texas. As to the Restrictions: (All provisions regarding race, color, religion, sex, handicap, familial status or national origin are unenforceable.)
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 land 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
  - F. to the area 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 2009 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 Mortgagee 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 2009 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 Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence 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 Mortgagee Policy T2 only.)**
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). **(Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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. Rights of parties in possession. **(Owner Title Policy only)**
  - B. An easement 14 feet wide along the northwest property lines for the use of public utilities as reflected by the recorded plat.
  - C. An easement for drainage purposes extending a distance of 15 feet on each side of the centerline of all natural

**STEWART TITLE GUARANTY COMPANY  
SCHEDULE B**

File No. 0920130182

drainage courses, as reflected by the recorded plat.

- D. 38.5% of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 1161, Page 53 of the Deed Records and recorded under Clerk's File No. E400329 of the Real Property Records of Harris County, Texas.
- E. A 1/6th non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in Volume 2410, Pages 49 and 51 of the Deed Records and recorded under Clerk's File Nos. K200153, K200154, K200155, K200156, K200157, K200158, K200159, K200160, K200161, and K269313 of the Real Property Records of Harris County, Texas.
- F. A 1/60th non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded under Clerk's File No. E143057 of the Real Property Records of Harris County, Texas.
- G. A 1/6th non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded under Clerk's File No. E144460 of the Real Property Records of Harris County, Texas.
- H. A 1/6th non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded under Clerk's File No. E400329 of the Real Property Records of Harris County, Texas.
- I. 1/2 of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as the same are set forth in instrument recorded in Volume 1286, Page 465 and Volume 1287, Page 539 of the Deed Records of Harris County, Texas. Surface rights waived by instruments recorded under Clerk's File Nos. K624823 and K624824 of the Real Property Records of Harris County, Texas.
- J. The remainder of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instruments recorded under Clerk's File Nos. G957232, G957234, G957236, and G957238 of the Real Property Records of Harris County, Texas. Surface rights waived therein.
- K. Terms and conditions contained in that certain Waiver of Special Appraisal recorded under Clerk's File No. S011463 of the Real Property Records of Harris County, Texas.
- L. Annual Maintenance Charge and Special Assessments for Capital Improvements reserved under Clerk's File No. R881697 as amended by instruments recorded under Clerk's File Nos. S686290, U082205 and V467386 and as annexed by instrument recorded under Clerk's File No. T361674 of the Real Property Records of Harris County, Texas. This lien having been subordinated therein to all valid purchase money and/or construction liens.

## STEWART TITLE GUARANTY COMPANY SCHEDULE C

File No. 0920130182

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, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. **(on a Mortgagee 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. Note: Procedural Rule P-27 as provided for in Article 9.39 A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agency may disburse from its Trust Fund Account.
6. Vendors Lien retained in Deed dated July 17, 2003, recorded in/under Clerk's File No. W857366, of the Real Property Records, securing the payment of one note in the principal amount of \$524,625.00 bearing interest and payable as therein provided to the order of World Savings Bank, FSB and additionally secured by Deed of Trust of even date therewith, recorded in/under Clerk's File No. W857367 of the Real Property Records of Harris County, Texas.  
  
Appointment of Substitute Trustee recorded under Clerk's File Nos. 20080367901 and 20090335038 of the Real Property Records of Harris County, Texas.
7. Deed of Trust dated August 31, 2009 recorded in/under Clerk's File No. 20090412130 of the Real Property Records of Harris County, Texas, executed by The Avebury-Effiong Trust, securing the payment of one note in the principal amount of \$7,500.00, bearing interest and payable as therein provided to the order of Countrywide Asset Management, LLC.
8. Abstract of Judgment in favor of Texas Workforce Commission, against Roseline Edem, filed March 17, 2000, in the amount of \$8,480.23 plus cost and interest, recorded in/under Clerk's File No. U280278 of the Real Property Records of Harris County, Texas.
9. Abstract of Judgment in favor of Texas Workforce Commission, against Roseline Edem, filed October 30, 2000, in the amount of \$9,612.08 plus cost and interest, recorded in/under Clerk's File No. U706689 of the Real Property Records of Harris County, Texas.
10. Subject property is located in the Nottingham Country Municipal Utility District. This district may issue an unlimited amount of bonds, levy an unlimited rate of tax in payment of such bonds, and impose a standby fee on property in the district that has water or sewer facilities available but not connected. The most recent rate of taxes

**STEWART TITLE GUARANTY COMPANY  
SCHEDULE C**

File No. 0920130182

levied by the district on real property is \$0.41 on each \$100.00 of assessed valuation. The total amount of voter approved bonds is \$29,250,000.00 and the aggregate principal amount of all bonds issued for specific facilities is \$22,360,000.00. The amount of the standby fee is \$0.00.

Prior to the issuance of any policy, Seller is to furnish a properly executed and acknowledged Notice in compliance with the provisions set forth in Section 49.452 and 49.231 of the Texas Water Code, which Notice must be signed and acknowledged by the Purchaser and subsequently filed in the Real Property Records of Harris County, Texas.

11. City of Houston Ordinance 1999-262, relating to rules, regulations and design standards for development and platting and providing for the establishment of building setback lines. (For Information Only)
12. City of Houston Ordinance 89-1312, a certified copy of which is recorded under Harris County Clerk's file number M-337573, relating to the giving of a Notice regarding Deed Restrictions to buyers of restricted property. (For Information Only)

Prepared by: Tonya Mahmood



## TAX SERVICES DISCLOSURE

To: CUSTOMER

From: Stewart Title Company

Date: October 21, 2009

File No.: 0920130182

Property Address: 2111 Avebury Court, Katy, TX 77450

This is to give you notice that Stewart Title has a business relationship with Professional Real Estate Tax Service, LLC. Stewart Title holds a 100% ownership interest in Professional Real Estate Tax Service, LLC. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the **estimated** charge or **range of charges** by Professional Real Estate Tax Service, LLC. You are NOT required to use Professional Real Estate Tax Service, LLC as a condition for the settlement of your loan, or the purchase or sale of, the subject property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and best rate for these services.

Provider and Settlement Service

Charge or Range of Charges

**Professional Real Estate Tax Service  
tax certificate(s)**

**\$22.50 to \$90.00**

Please notify the below referenced Escrow Officer with ten (10) days from the date of this notice if you do not want Professional Real Estate Tax Service, LLC utilized in connection with your transaction.

Cynthia B. Cruz, Escrow Officer



Cynthia B. Cruz  
Escrow Officer

Stewart Title Company  
1980 Post Oak Blvd., Suite R2C  
Houston, TX 77056  
(713)625-8646 Phone  
Fax  
cynthia.cruz@stewart.com

October 21, 2009

File No.: 0920130182  
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for Harris, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery and Waller counties, Texas. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purpose of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you delivery, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

**A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.**

Thank you for your business.

Sincerely,  
Stewart Title Company

Cynthia B. Cruz