

A. Settlement Statement

U.S. Department of Housing
and Urban Development

17

OMB No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number N2221276YA	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			
7. <input checked="" type="checkbox"/> Cash Sale.					

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower Navarro County, Texas 300 West 3rd Avenue Corsicana, TX 75110	E. Name & Address of Seller American BJC Corporation 1880 Sinclair Court Lewisville, TX 75067	F. Name & Address of Lender
--	--	-----------------------------

G. Property Location KERENS, Block PT 156, Navarro County NorthWest 2nd Street Kerens, TX 75144	H. Settlement Agent Name Micro Title Navarro County, LLC 321 N. 12th Street Corsicana, TX 75110 Tax ID: 043740961 Underwritten By: Fidelity	I. Settlement Date 1/23/2023 Fund:
	Place of Settlement Micro Title Navarro County, LLC 321 North 12th Street Corsicana, TX 75110-4604	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$163,500.00	401. Contract Sales Price	\$163,500.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$1,393.33	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. MUD taxes		410. MUD taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$164,893.33	420. Gross Amount Due to Seller	\$163,500.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	\$1,000.00	501. Deposit or earnest money	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$6,902.00
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Premium pricing		504. Payoff of first mortgage loan to	
205.		505. Payoff of second mortgage loan to	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes 01/01/23 thru 01/23/23	\$254.45	511. County property taxes 01/01/23 thru 01/23/23	\$254.45
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. MUD taxes		514. MUD taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$1,254.45	520. Total Reduction Amount Due Seller	\$7,156.45
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$164,893.33	601. Gross Amount due to seller (line 420)	\$163,500.00
302. Less amounts paid by/for borrower (line 220)	\$1,254.45	602. Less reductions in amt. due seller (line 520)	\$7,156.45
303. Cash From Borrower	\$163,638.88	603. Cash To Seller	\$156,343.55

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price		\$163,500.00	@ % = \$0.00	Borrower's Funds at Settlement	Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement				\$0.00	\$0.00
800. Items Payable in Connection with Loan					
801.	Loan Origination Fee %	to			
802.	Loan Discount %	to			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Tax Service Fee	to			
807.	Flood Certification	to			
808.	Underwriting fee	to			
809.	Processing fee	to			
810.	Admin fee	to			
811.	Lender Courier fee	to			
812.	Application fee	to			
813.	Yield Differential	to			
814.	Funding Fee	to			
815.	Escrow Waiver Fee	to			
900. Items Required by Lender To Be Paid in Advance					
901.	Interest from 1/23/2023 to 2/1/2023 @ \$0/day				
902.	Mortgage Insurance Premium for months	to			
903.	Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender					
1001.	Hazard insurance payee	months @	per month		
1002.	Mortgage insurance payee	months @	per month		
1003.	City property taxes	months @	per month		
1004.	County property taxes	months @	\$336.50 per month		
1005.	Annual assessments	months @	per month		
1006.	School property taxes	months @	per month		
1007.	MUD taxes	months @	per month		
1008.	HOA Dues	months @	per month		
1011.	Aggregate Adjustment				
1100. Title Charges					
1101.	Settlement/Closing Fee	to			
1102.	Escrow Fee	to	Micro Title Navarro County, LLC	\$450.00	\$450.00
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to	David K. Waggoner, Attorney		\$250.00
1106.	Notary fees	to			
1107.	Attorney's fees	to			
(includes above items numbers:)					
1108.	Title insurance	to	Micro Title Navarro County, LLC		\$1,167.00
(includes above items numbers:)					
1109.	Lender's coverage	\$0.00/\$0.00			
1110.	Owner's coverage	\$163,500.00/\$1,167.00			
1111.	State of Texas Policy Guaranty Fee	to	Texas Title Ins. Guaranty Assoc.	\$0.00	\$2.00
1200. Government Recording and Transfer Charges					
1201.	Recording fees	Deed \$38.00 ; Mortgage ; Rel	to Micro Title Navarro County, LLC	\$38.00	
1202.	City/county tax/stamps	Deed ; Mortgage	to		
1203.	E-Recording fees	Deed \$5.33 ; Mortgage	to Micro Title Navarro County, LLC	\$5.33	
1204.	Tax certificates	to	Landover Hills Property Tax Service, Inc.		\$33.00
1300. Additional Settlement Charges					
1301.	Survey	to	Shallow Creek Land Survey Co.	\$900.00	
1302.	Cleanup fees	to	Krystle Massey		\$5,000.00
1303.	Homeowners Dues	to			
1304.	Home Inspection	to			
1305.	Wire Fee	to			
1306.	FedEx Fee	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$1,393.33	\$6,902.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

American-BJG Corporation

Navarro County, Texas

Brenda Gilliland
By Brenda Gilliland

H.M. Davenport, Jr.
By H.M. Davenport, Jr., Navarro County Judge

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

[Signature] 1/23/23

Settlement Agent

Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

PLAT OF SURVEY

1.868 ACRES OF LAND
THE AMERICAN B.J.G. TRACT

M. AUTREY SURVEY
ABSTRACT NO. 13

NAVARRO COUNTY, TEXAS

Being all of that certain lot, tract or parcel of land located in the City of Kerens in the M. Autrey Survey Abstract No. 13 Navarro County, Texas and being part of a called First Tract and Second Tract as described in Deed to American B.J.G. Corporation recorded in Volume 1079, Page 257 of the Deed Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod set (red cap "Shallow Creek") at the northwesterly corner of the said American B.J.G. First Tract, the northeasterly corner of a called 2.033 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1346, Page 899 of the Deed Records of Navarro County, Texas, the northerly corner of a called 0.085 of an acre tract as described in Deed to Charles Kent recorded in Volume 1369, Page 388 of the Deed Records of Navarro County, Texas and in the southerly line of State Highway No. 31 from which a 3/4" iron rod found bears S 80° 11' 33" W, 1447.65 feet;

THENCE, N 80° 11' 33" E, along the northerly line of the said American B.J.G. First Tract and Second Tract and the southerly line of said State Highway No. 31 172.00 feet to a 60-D nail found at the northeasterly corner of the said American B.J.G. Second Tract and the northwesterly corner of a tract of land as described in Deed to Navarro County, Texas recorded in Volume 680, Page 633 of the Deed Records of Navarro County, Texas;

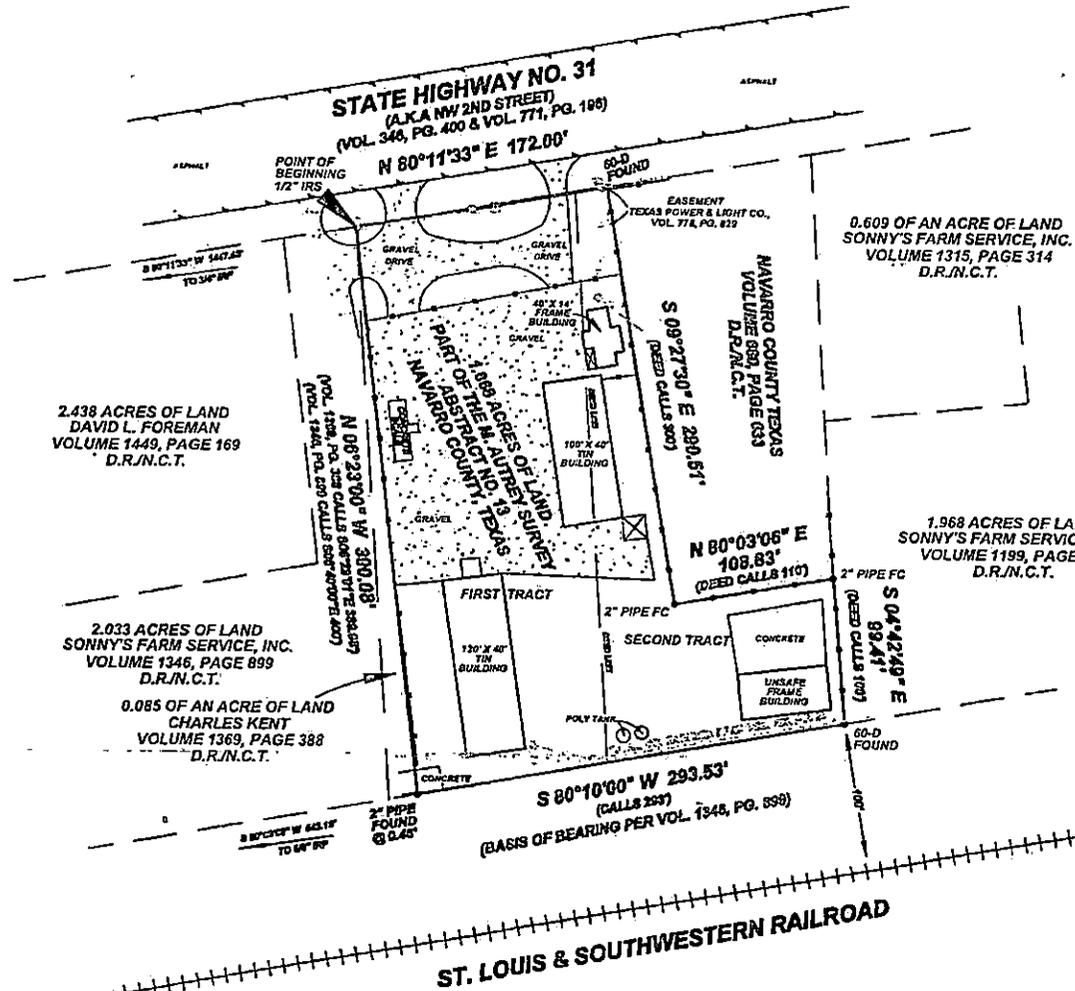
THENCE, along the common occupied line of the said American B.J.G. Second Tract and the said Navarro County tract as follows: S 09° 27' 30" E, 290.51 feet to a 2" pipe fence corner post at the occupied southwesterly corner of the said Navarro County tract and N 80° 03' 06" E, 108.83 feet to a 2" pipe fence corner post at the occupied southeasterly corner of the said Navarro County tract and in the westerly line of a called 1.968 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1199, Page 618 of the Deed Records of Navarro County, Texas;

THENCE, S 04° 42' 49" E, along the common occupied line of the said American B.J.G. Second Tract and the said 1.968 acre Sonny's Farm Service tract 99.41 feet to a 60-D nail found at the base of a 4" pipe post at the southeasterly corner of the said American B.J.G. Second Tract, the southwesterly corner of the said 1.968 acre Sonny's Farm Service tract and in the northerly line of the St. Louis & Southwestern Railroad;

THENCE, S 80° 10' 00" W, along the common line of the said St. Louis & Southwestern Railroad and the said American B.J.G. tracts 293.53 feet to a point for the southwesterly corner this tract and the southeasterly corner of the said 0.085 of an acre Kent tract from which a 2" pipe post found bears N 06° 23' 00" W, 0.46 feet and a 5/8" iron rod found bears S 80° 08' 08" W, 542.19 feet;

THENCE, N 06° 23' 00" W, along the easterly line of the said 0.085 of an acre Kent tract 390.08 feet to the POINT OF BEGINNING and CONTAINING 1.868 ACRES OF LAND MORE OR LESS.

*BASIS OF BEARINGS: per Vol. 1346, Pg. 699



THIS IS TO CERTIFY OUR REVIEW AND
 ACCEPTANCE OF SURVEY, INCLUDING
 ANY AND ALL ENCROACHMENTS
 AND/OR PROTRUSIONS, SIGNED
 THIS 23rd DAY OF January 2023
[Signature]

This tract is subject to a 20 foot easement to A.B. Kent, B.M. Kent and Charles Kent recorded in Vol. 859, Pg. 107, revised and corrected to American B.J.G. Corp., in Vol. 1369, Pg. 395 and Assigned to Royce Bancroft and wife, Linda Bancroft in Vol. 1376, Pg. 840.



- 1. CABLE TELEVISION
- 2. FIBEROPTIC
- 3. MANHOLE
- 4. GAS METER
- 5. CITY ANCHOR
- 6. UTILITY POLE
- 7. IRON ROD SET
- 8. IRON ROD FOUND
- 9. 60-D PIPE FOUND

Eric Swearing Bancroft, R.P.L.S. 3488, do hereby certify that the plat shown herein accurately represents the results of an on the ground survey made under my direction and supervision during the month of January 2023 and all corners are as shown hereon. This survey was initially ordered by the Midland Board of Precincts as supported by the Texas Board of Professional Land Surveying. This survey was performed in accordance with the transaction described in G.L.S. No. 213137876 of State of Texas, Navarro County. Use of this survey for any other purpose or by other parties shall be at their own risk and the undersigned surveyor is not responsible for any loss resulting therefrom. This certificate is not a paper certificate of accuracy of lots or a guarantee of ownership.	
DATE: JANUARY 11, 2023	SCALE: 1" = 40'
REVISED: JANUARY 20, 2023	SURVEY: M. AUTREY ABSTRACT NO. 13
W. O. 23-2027	DRAWN BY: ESS
SURVEY FOR: NAVARRO COUNTY	PLAT REGISTRATION NO. 12022-21
SHALLOW CREEK LAND SURVEY CO. P.O. BOX 1212 (903) 872-3202	
Eric Swearing Bancroft, Registered Professional Land Surveyor No. 3488	

FIELD NOTES

PLAT OF SURVEY

1.868 ACRES OF LAND
THE AMERICAN B.J.G. TRACT

M. AUTREY SURVEY
ABSTRACT NO. 13

NAVARRO COUNTY, TEXAS

Being all of that certain lot, tract or parcel of land located in the City of Kerens in the M. Autrey Survey Abstract No. 13 Navarro County, Texas and being part of a called First Tract and Second Tract as described in Deed to American B.J.G. Corporation recorded in Volume 1079, Page 257 of the Deed Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod set (red cap "Shallow Creek") at the northwesterly corner of the said American B.J.G. First Tract, the northeasterly corner of a called 2.033 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1346, Page 899 of the Deed Records of Navarro County, Texas, the northerly corner of a called 0.085 of an acre tract as described in Deed to Charles Kent recorded in Volume 1369, Page 388 of the Deed Records of Navarro County, Texas and in the southerly line of State Highway No. 31 from which a 3/4" iron rod found bears S 80° 11' 33" W, 1447.45 feet;

THENCE, N 80° 11' 33" E, along the northerly line of the said American B.J.G. First Tract and Second Tract and the southerly line of said State Highway No. 31 172.00 feet to a 60-D nail found at the northeasterly corner of the said American B.J.G. Second Tract and the northwesterly corner of a tract of land as described in Deed to Navarro County, Texas recorded in Volume 680, Page 633 of the Deed Records of Navarro County, Texas;

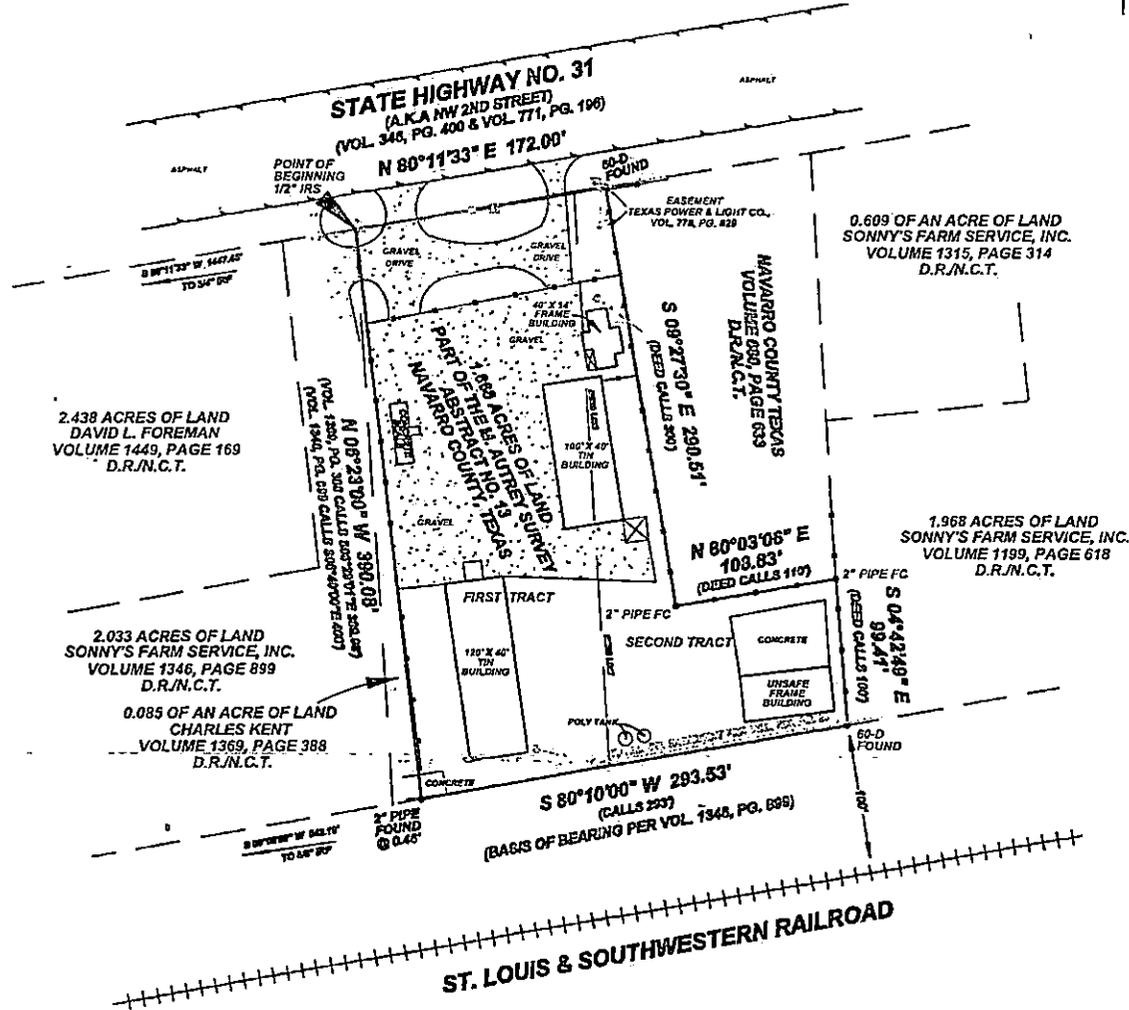
THENCE, along the common occupied line of the said American B.J.G. Second Tract and the said Navarro County tract as follows: S 09° 27' 30" E, 290.51 feet to a 2" pipe fence corner post at the occupied southwesterly corner of the said Navarro County tract and N 80° 03' 06" E, 108.83 feet to a 2" pipe fence corner post at the occupied southeasterly corner of the said Navarro County tract and in the westerly line of a called 1.868 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1199, Page 618 of the Deed Records of Navarro County, Texas;

THENCE, S 04° 42' 49" E, along the common occupied line of the said American B.J.G. Second Tract and the said 1.868 acre Sonny's Farm Service tract 99.41 feet to a 60-D nail found at the base of a 4" pipe post at the southeasterly corner of the said American B.J.G. Second Tract, the southwesterly corner of the said 1.868 acre Sonny's Farm Service tract and in the northerly line of the St. Louis & Southwestern Railroad;

THENCE, S 80° 10' 00" W, along the common line of the said St. Louis & Southwestern Railroad and the said American B.J.G. tracts 235.53 feet to a point for the southwesterly corner this tract and the southeasterly corner of the said 0.085 of an acre Kent tract from which a 2" pipe post found bears N 06° 23' 00" W, 0.45 feet and a 5/8" iron rod found bears S 80° 08' 08" W, 642.19 feet;

THENCE, N 06° 23' 00" W, along the easterly line of the said 0.085 of an acre Kent tract 390.08 feet to the POINT OF BEGINNING and CONTAINING 1.868 ACRES OF LAND MORE OR LESS.

*BASIS OF BEARINGS: per Vol. 1346, Pg. 899



THIS IS TO CERTIFY OUR REVIEW AND
 ACCEPTANCE OF SURVEY, INCLUDING
 ANY AND ALL ENCROACHMENTS
 AND/OR PROTRUSIONS, SIGNED
 THIS 23 DAY OF January, 2023
[Signature]

This tract is subject to a 20 foot easement to A.B. Kent, B.M. Kent and Charles Kent recorded in Vol. 859, Pg. 107, revised and corrected to American B.J.G. Corp., in Vol. 1369, Pg. 395 and Assigned to Royce Bancroft and wife, Linda Bancroft in Vol. 1376, Pg. 840.



- ☐ CABLE TELEVISION
- ☐ FIRE DEPARTMENT
- ☐ SEWER
- ☐ GAS METER
- ☐ GUY ANCHOR
- ☐ UTILITY POLE
- ☐ 60-D IRON ROD FOUND
- ☐ 1/2" IRON PIPE FOUND

I, Eric Sterling Sampson, R.P.L.S., 5383, do hereby certify that the said shown hereon accurately represents the results of an on the ground survey made under my direction and supervision during the month of January 2023 and all corners are as shown hereon. This survey has been duly returned to the Public Records of this State as approved by the Texas Board of Professional Land Surveying. This survey was performed in compliance with the provisions of the Act of the State of Texas, Chapter 121, Article 121, Section 121.01, of the Survey Law of 1921, and I am not responsible for any loss resulting therefrom. This certificate is not a guarantee of accuracy of the survey or a guarantee of title.	DATE: JANUARY 11, 2023 REVISED: JANUARY 20, 2023	SCALE: 1" = 60' ABSTRACT NO. 13
	SURVEY: M. AUTREY	DRAWN BY: ESK
	W. G. # 23-8007	FROM REGISTRATION NO. 12021847
	SURVEY FOR: NAVARRO COUNTY	
SHALLOW CREEK LAND SURVEY CO. P.O. BOX 1212		
(903) 872-3202		

Closing Attendance

Date: January 23, 2023

GF No.: N2221276YA

Buyer(s)/Borrower(s): Navarro County, Texas

Seller(s): American BJG Corporation

Legal: All that certain lot, tract or parcel of land located in the City of Kerens in the M. Autrey Survey Abstract No. 13 Navarro County, Texas and being part of a called First Tract and Second Tract as described in Deed to American B.J.G. Corporation recorded in Volume 1079, Page 257 of the Deed Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod set (red cap "Shallow Creek") at the northwesterly corner of the said American B.J.G. First Tract, the northeasterly corner of a called 2.033 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1346, Page 899 of the Deed Records of Navarro County, Texas, the northerly corner of a called 0.085 of an acre tract as described in Deed to Charles Kent recorded in Volume 1369, Page 388 of the Deed Records of Navarro County, Texas, and in the southerly line of State Highway No. 31 from which a 3/4" iron rod found bears S 80° 11' 33" W, 1447.45 feet;

THENCE, N 80° 11' 33" E, along the northerly line of the said American B.J.G. First Tract and Second Tract and the southerly line of said State Highway No. 31 172.00 feet to a 60-D nail found at the northeasterly corner of the said American B.J.G. Second Tract and the northwesterly corner of a tract of land as described in Deed to Navarro County, Texas recorded in Volume 680, Page 633 of the Deed Records of Navarro County, Texas;

THENCE, along the common occupied line of the said American B.J.G. Second Tract and the said Navarro County tract as follows: S 09° 27' 30" E, 290.51 feet to a 2" pipe fence corner post at the occupied southwesterly corner of the said Navarro County tract and N 80° 03' 06" E, 108.83 feet to a 2" pipe fence corner post at the occupied southeasterly corner of the said Navarro County tract and in the westerly line of a called 1.968 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1199, Page 618 of the Deed Records of Navarro County, Texas;

THENCE, S 04° 42' 49" E, along the common occupied line of the said American B.J.G. Second Tract and the said 1.968 acre Sonny's Farm Service tract 99.41 feet to a 60-D nail found at the base of a 4" pipe post at the southeasterly corner of the said American B.J.G. Second Tract, the southwesterly corner of the said 1.968 acre Sonny's Farm Service tract and in the northerly line of the St. Louis & Southwestern Railroad;

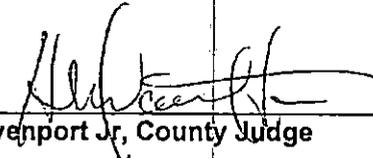
THENCE, S 80° 10' 00" W, along the common line of the said St. Louis & Southwestern Railroad and the said American B.J.G. tracts 293.53 feet to a point for the southwesterly corner of this tract and the southeasterly corner of the said 0.085 of an acre Kent tract from which a 2" pipe post found bears N 06° 23' 00" W, 0.46 feet and a 5/8" iron rod

found bears S 80° 08' 08" W, 542.19 feet;

THENCE, N 06° 23' 00" W, along the easterly line of the said 0.085 of an acre Kent tract 390.08 feet to the POINT OF BEGINNING and CONTAINING 1.868 ACRES OF LAND MORE OR LESS.

We, the undersigned, certify these are our forwarding addresses and understand that any and ALL documents mailed after closing will be sent to the following addresses.

Navarro County, Texas



H.M. Davenport Jr, County Judge

01/23/2023

Date

300 W 5rd Ave Suite 102

Address
Corsicana Tx 75710

City, State, Zip

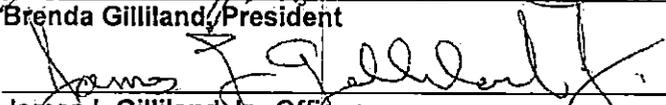
Date

Phone Number

Email Address

American BJG Corporation.
a Texas corporation



Brenda Gilliland, President


James L Gilliland Jr., Officer
1880 Duval Ct

Address
Newville, TX 75067

City, State, Zip

01/23/2023

Date
01/23/2023

Date
214-455-7610

Phone Number
bjgilliland@verizon.net

Email Address

TAX PRORATION AGREEMENT AND DISCLOSURES

Date: January 24, 2023

Buyer: Navarro County, Texas
300 West 3rd Avenue
Corsicana, TX 75110

Seller: American BJG Corporation
1880 Sinclair Court
Lewisville, TX 75067

Property: All that certain lot, tract or parcel of land located in the City of Kerens in the M. Aultrey Survey Abstract No. 13 Navarro County, Texas and being part of a called First Tract and Second Tract as described in Deed to American B.J.G. Corporation recorded in Volume 1079, Page 257 of the Deed Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod set (red cap "Shallow Creek") at the northwesterly corner of the said American B.J.G. First Tract, the northeasterly corner of a called 2.033 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1346, Page 899 of the Deed Records of Navarro County, Texas, the northerly corner of a called 0.085 of an acre tract as described in Deed to Charles Kent recorded in Volume 1369, Page 388 of the Deed Records of Navarro County, Texas, and in the southerly line of State Highway No. 31 from which a 3/4" iron rod found bears S 80° 11' 33" W, 1447.45 feet;

THENCE, N 80° 11' 33" E, along the northerly line of the said American B.J.G. First Tract and Second Tract and the southerly line of said State Highway No. 31 172.00 feet to a 60-D nail found at the northeasterly corner of the said American B.J.G. Second Tract and the northwesterly corner of a tract of land as described in Deed to Navarro County, Texas recorded in Volume 680, Page 633 of the Deed Records of Navarro County, Texas;

THENCE, along the common occupied line of the said American B.J.G. Second Tract and the said Navarro County tract as follows: S 09° 27' 30" E, 290.51 feet to a 2" pipe fence corner post at the occupied southwesterly corner of the said Navarro County tract and N 80° 03' 06" E, 108.83 feet to a 2" pipe fence corner post at the occupied southeasterly corner of the said Navarro County tract and in the westerly line of a called 1.968 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1199, Page 618 of the Deed Records of Navarro County, Texas;

THENCE, S 04° 42' 49" E, along the common occupied line of the said American B.J.G. Second Tract and the said 1.968 acre Sonny's Farm Service tract 99.41 feet to a 60-D nail found at the base of a 4" pipe post at the southeasterly corner of the said American B.J.G. Second Tract, the southwesterly corner of the said 1.968 acre Sonny's Farm Service tract and in the northerly line of the St. Louis & Southwestern Railroad;

THENCE, S 80° 10' 00" W, along the common line of the said St. Louis & Southwestern Railroad and the said American B.J.G. tracts 293.53 feet to a point for the southwesterly corner of this tract and the southeasterly corner of the said 0.085 of an acre Kent tract from which a 2" pipe post found bears N 06° 23' 00" W, 0.46 feet and a 5/8" iron rod found bears S 80° 08' 08" W, 542.19 feet;

THENCE, N 06° 23' 00" W, along the easterly line of the said 0.085 of an acre Kent tract 390.08 feet to the POINT OF BEGINNING and CONTAINING 1.868 ACRES OF LAND

MORE OR LESS.

Seller has sold the Property to Buyer and as part of the settlement of this transaction,

1. Ad valorem real property taxes for the current year have have not been prorated between the parties.
2. Personal property taxes, if any, as to any inventory, mobile home or other personal property situated on the Property have have not been prorated between the parties.
3. *Disclosures:*
 - Proration of taxes, if any, is based on tax information from the prior year, the current year's tax status not yet being available.
 - Taxes on the Property for the prior year did not include the value of any NEW CONSTRUCTION. Proration of taxes for the current year is based on information provided by the appraisal district that the property will be taxed as
 - Unimproved Partially improved Fully improved
 - Taxes on the property are currently based on an OVER 65 exemption which will not be allowed for the remainder of the current year. Proration of taxes is based on the exemption through settlement, but should not be used to estimate taxes for the full current year, nor for subsequent years.
 - Taxes on the property are currently based on an AGRICULTURAL, OPEN SPACE OR FOREST LAND valuation and may be subject to ROLLBACK, with additional taxes becoming due for the current and/or prior years.
 - Taxes on the Property are currently based on a description that appears to contain more land area than the Property, as conveyed, appears to contain. This could result in the imposition of a SUPPLEMENTAL TAX BILL for the current and/or prior years.
 - Some or all of the Property is not currently being taxed as an independent tax tract or tracts. It is unlikely that the taxing authority(ies) will recognize the Property independently for the current year's taxes and, therefore, NEITHER BUYER NOR SELLER MAY INDEPENDENTLY PAY TAXES FOR THE CURRENT YEAR ON THEIR INDIVIDUAL PORTIONS OF LAND.
4. Micro Title Navarro County, LLC (Settlement Agent) can neither guarantee the accuracy of the tax information provided to it by third parties, nor of any good-faith estimates upon which tax prorations may have been made.
5. The amount of escrow collected at closing for future payment of taxes (Tax Escrow) is determined by Lender, not by Settlement Agent.
6. Settlement Agent assumes no responsibility for notifying taxing entities of this transaction, nor for assisting Buyer with application for any exemptions or special valuations.
7. *Personal property:* Neither title to nor taxes on items of personal property are covered by title insurance.
8. *Escrowed Funds:* All funds received in this transaction shall be deposited with other funds in one or more non-interest bearing escrow accounts of Escrow Agent in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account to the parties to this transaction in any manner for the value of, or pay to such party any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of any such funds or the maintenance of such accounts with such bank. Those benefits may include, without limitation, credits allowed by such bank on loans to Escrow Agent's parent company and on accounting, reporting and other services. All parties depositing funds in connection with this escrow are hereby notified that the funds so deposited are insured only to the limit provided by the Federal Deposit Insurance Corporation.

Agreement:

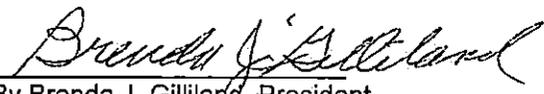
- Buyer and Seller agree and hereby instruct Settlement Agent to use the following estimated amount(s) for proration of taxes for the current year:
\$4,038.28
- Seller and Buyer agree and hereby instruct Settlement Agent to perform NO-PRORATION of taxes for the current year – AND –
- SELLER AND BUYER AGREE TO COOPERATE to pay the taxes for the current year on the Property at such time as the tax bills are issued and before they become delinquent, each paying their prorated portion, Settlement Agent having no liability therefor.
- Seller and Buyer agree that SELLER WILL BE FULLY RESPONSIBLE for payment of taxes for the current year on the Property at such time as the tax bills are issued and before they become delinquent, Settlement Agent having no liability therefor.
- Seller and Buyer agree that BUYER WILL BE FULLY RESPONSIBLE for payment of taxes for the current year on the Property at such time as the tax bills are issued and before they become delinquent, Settlement Agent having no liability therefor.

- 9. In the event actual taxes for current year are determined to be more or less than the figures used by Settlement Agent for estimates or prorations or by lender for Tax Escrow, Seller and Buyer agree to adjust any differences between and among themselves and/or Lender, and to hold Settlement Agent harmless from any liability therefor.
- 10. Should a bill for Supplemental Tax(es) for prior years be issued on the Property, Seller agrees to immediately pay such taxes and to indemnify and hold harmless Settlement Agent, Fidelity National Title Insurance Company (Underwriter), and its Agent.
- 11. Buyer and Seller agree to indemnify and hold harmless Settlement Agent, Fidelity National Title Insurance Company (Underwriter), and its Agent with regard to any Rollback Tax(es) for prior years.

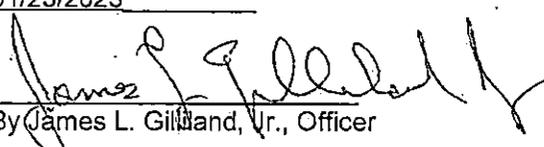
Navarro County, Texas

American BJG Corporation,
a Texas corporation


 By H.M. Davenport, Jr., County Judge


 By Brenda J. Gilliland, President

01/23/2023

01/23/2023

 By James L. Gilliland, Jr., Officer
01/23/2023

GF No.:

N2221276YA

AFFIDAVIT AS TO DEBTS AND LIENS

THE STATE OF Texas

COUNTY OF Navarro

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned (hereinafter called Affiant) (whether one or more) and each on his oath, deposes and says, as follows:

1. Affiant is the owner of the following described property, to-wit:

All that certain lot, tract or parcel of land located in the City of Kerens in the M. Autrey Survey Abstract No. 13 Navarro County, Texas and being part of a called First Tract and Second Tract as described in Deed to American B.J.G. Corporation recorded in Volume 1079, Page 257 of the Deed Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod set (red cap "Shallow Creek") at the northwesterly corner of the said American B.J.G. First Tract, the northeasterly corner of a called 2.033 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1346, Page 899 of the Deed Records of Navarro County, Texas, the northerly corner of a called 0.085 of an acre tract as described in Deed to Charles Kent recorded in Volume 1369, Page 388 of the Deed Records of Navarro County, Texas, and in the southerly line of State Highway No. 31 from which a 3/4" iron rod found bears S 80° 11' 33" W, 1447.45 feet;

THENCE, N 80° 11' 33" E, along the northerly line of the said American B.J.G. First Tract and Second Tract and the southerly line of said State Highway No. 31 172.00 feet to a 60-D nail found at the northeasterly corner of the said American B.J.G. Second Tract and the northwesterly corner of a tract of land as described in Deed to Navarro County, Texas recorded in Volume 680, Page 633 of the Deed Records of Navarro County, Texas;

THENCE, along the common occupied line of the said American B.J.G. Second Tract and the said Navarro County tract as follows: S 09° 27' 30" E, 290.51 feet to a 2" pipe fence corner post at the occupied southwesterly corner of the said Navarro County tract and N 80° 03' 06" E, 108.83 feet to a 2" pipe fence corner post at the occupied southeasterly corner of the said Navarro County tract and in the westerly line of a called 1.968 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1199, Page 618 of the Deed

Records of Navarro County, Texas;

THENCE, S 04° 42' 49" E, along the common occupied line of the said American B.J.G. Second Tract and the said 1.968 acre Sonny's Farm Service tract 99.41 feet to a 60-D nail found at the base of a 4" pipe post at the southeasterly corner of the said American B.J.G. Second Tract, the southwesterly corner of the said 1.968 acre Sonny's Farm Service tract and in the northerly line of the St. Louis & Southwestern Railroad;

THENCE, S 80° 10' 00" W, along the common line of the said St. Louis & Southwestern Railroad and the said American B.J.G. tracts 293.53 feet to a point for the southwesterly corner of this tract and the southeasterly corner of the said 0.085 of an acre Kent tract from which a 2" pipe post found bears N 06° 23' 00" W, 0.46 feet and a 5/8" iron rod found bears S 80° 08' 08" W, 542.19 feet;

THENCE, N 06° 23' 00" W, along the easterly line of the said 0.085 of an acre Kent tract 390.08 feet to the POINT OF BEGINNING and CONTAINING 1.868 ACRES OF LAND MORE OR LESS.

2. Affiant is desirous of selling the above described property and has requested Micro Title Navarro County, LLC, agent for Fidelity National Title Insurance Company, to issue a title policy to the purchaser.
3. In connection with the issuance of such policy, Affiant makes the following statement of facts:
 - a. That Affiant owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Affiant, and that no Federal or State Liens have been filed against Affiant.
 - b. That there are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, Municipal Water District or other governmental agency for taxes levied against said property.
 - c. All labor and material used in the construction of improvements or repairs, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialmen's liens against the hereinabove property.
 - d. That no paving assessments or liens have been filed against the hereinabove described property, and Affiant owes no paving charges.e. That there are no judgment liens filed against Affiant.

- f. That Affiant has no pending Bankruptcy proceedings.
- g. That there are no suits pending against Affiant in Federal or State Court.
- h. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
- i. That there are no outstanding home improvements loans, recorded or unrecorded, except as follows:

None

- j. That Affiant has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
- k. No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Secured Party	Approximate Amount
<i>None</i>	
<hr/>	<hr/>
<hr/>	<hr/>

- l. No loans of any kind on such property, except the following:

Creditor	Approximate Amount
<i>None</i>	
<hr/>	<hr/>
<hr/>	<hr/>

4. Affiant recognizes that but for the making of the hereinabove statements of fact relative the hereinabove described property Micro Title Navarro County, LLC would not issue a title policy on said property and that such statements have been made as a material inducement for the issuance of such policy.

WITNESS my hand this the 23rd day of January, 2023.

American BJG Corporation,
a Texas corporation

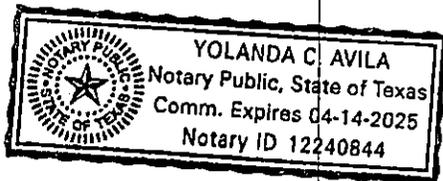

By Brenda J. Gilliland, President


By James L. Gilliland, Jr., Officer

THE STATE OF Texas
COUNTY OF Navarro

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Brenda Gilliland, as President and James L. Gilliland, Officer, on behalf of American BJG Corporation, a Texas corporation on this the 23rd day of January, 2023.

(SEAL)




NOTARY PUBLIC STATE OF Texas

CLOSING DOCUMENTS

TITLE COMPANY: Micro Title Navarro County, LLC

GF NUMBER: N2221276YA

BUYER(S): Navarro County, Texas

SELLER(S): American B.J.G. Corporation

LENDER: NONE

PROPERTY:: All that certain lot, tract or parcel of land located in the City of Kerens in the M. Autrey Survey Abstract No. 13 Navarro County, Texas and being part of a called First Tract and Second Tract as described in Deed to American B.J.G. Corporation recorded in Volume 1079, Page 257 of the Deed Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod set (red cap "Shallow Creek") at the northwesterly corner of the said American B.J.G. First Tract, the northeasterly corner of a called 2.033 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1346, Page 899 of the Deed Records of Navarro County, Texas, the northerly corner of a called 0.085 of an acre tract as described in Deed to Charles Kent recorded in Volume 1369, Page 388 of the Deed Records of Navarro County, Texas, and in the southerly line of State Highway No. 31 from which a 3/4" iron rod found bears S 80° 11' 33" W, 1447.45 feet;

THENCE, N 80° 11' 33" E, along the northerly line of the said American B.J.G. First Tract and Second Tract and the southerly line of said State Highway No. 31 172.00 feet to a 60-D nail found at the northeasterly corner of the said American B.J.G. Second Tract and the northwesterly corner of a tract of land as described in Deed to Navarro County, Texas recorded in Volume 680, Page 633 of the Deed Records of Navarro County, Texas;

THENCE, along the common occupied line of the said American B.J.G. Second Tract and the said Navarro County tract as follows: S 09° 27' 30" E, 290.51 feet to a 2" pipe fence corner post at the occupied southwesterly corner of the said Navarro County tract and N 80° 03' 06" E, 108.83 feet to a 2" pipe fence corner post at the occupied southeasterly corner of the said Navarro County tract and in the westerly line of a called 1.968 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1199, Page 618 of the Deed Records of Navarro County, Texas;

THENCE, S 04° 42' 49" E, along the common occupied line of the said American B.J.G. Second Tract and the said 1.968 acre Sonny's Farm Service tract 99.41 feet to a 60-D nail found at the base of a 4" pipe post at the southeasterly corner of the said American B.J.G. Second Tract, the southwesterly corner of the said 1.968 acre Sonny's Farm Service

tract and in the northerly line of the St. Louis & Southwestern Railroad;

THENCE, S 80° 10' 00" W, along the common line of the said St. Louis & Southwestern Railroad and the said American B.J.G. tracts 293.53 feet to a point for the southwesterly corner of this tract and the southeasterly corner of the said 0.085 of an acre Kent tract from which a 2" pipe post found bears N 06° 23' 00" W, 0.46 feet and a 5/8" iron rod found bears S 80° 08' 08" W, 542.19 feet;

THENCE, N 06° 23' 00" W, along the easterly line of the said 0.085 of an acre Kent tract 390.08 feet to the POINT OF BEGINNING and CONTAINING 1.868 ACRES OF LAND MORE OR LESS.

By signing below, each SELLER and/or BUYER acknowledges his understanding of the disclosures being made by TITLE COMPANY and affirms the representations made by them to TITLE COMPANY as indicated. Each such disclosure or representation may jointly benefit both TITLE COMPANY and its title insurance underwriter-in-interest. Singular reference to "SELLER" and "BUYER" includes any gender and multiple individuals/entities identified above. Any item not applying to this transaction may be crossed out.

WAIVER OF INSPECTION

In connection of the issuance by TITLE COMPANY to BUYER of an Owner Policy of Title Insurance insuring good and indefeasible title to the Property subject to the Policy's terms and conditions, BUYER hereby waives any obligation on the part of the TITLE COMPANY to inspect the Property. BUYER agrees to accept an Owner Policy containing the following Schedule "B" exception: "Rights of parties in possession". Within the meaning of this exception, "possession" shall include open acts of visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the property, but this exception does not extend to any right, title, claim or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located. BUYER agrees to be fully responsible for inspecting the Property to determine the rights of any party in possession and assumes full responsibility for obtaining possession from its present occupants, if any.

ACCEPTANCE OF SURVEY PLAT

BUYER has reviewed a copy of the survey plat of the Property made in connection with this transaction and acknowledges being aware of any encroachment(s), conflict(s) and discrepancies that are disclosed by the survey plat.

PROPERTY TAX PRORATIONS

Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge understanding that these prorations are based either on tax amounts for the preceding year or on estimates of the appraised value and/or estimated tax rates for the current year. SELLER agrees that any default in prior payment of property taxes, either current or delinquent, will on demand be promptly reimbursed by SELLER to TITLE COMPANY. BUYER and SELLER each agree that, when amounts of the current year's taxes become known and payable (on or about October 15th), they will adjust any matters of re-proration and reimbursement between themselves and that TITLE COMPANY or its employees shall have no further liability or obligation with respect to these prorations.

One or more of the following may apply to this transaction:

- a. A special exemption for agricultural and/or timber has been filed against this property,

thereby reducing said property tax and is subject to rollback.

- b. There is a shortage in the acreage or square footage on the tax rolls as compared with the legal description herein conveyed, and could be supplemented for previous years.
- c. The tract(s) of land hereby conveyed is/are out of a larger tract(s) of land which has not been split-out for the present year, and correct and accurate figures cannot be obtained for tax prorations. BUYER and SELLER(s) agree to prorate based upon estimates only as disclosed on Tax Certificates pertaining to the larger tract(s).
- d. BUYER(S) and SELLER(S) agree not to prorate taxes for the current year since a special exemption currently exists on the subject property.
- e. Homestead and/or over 65 exemptions currently exist on the subject property, which may be adjusted in the following tax year, thereby increasing said base tax.
- f. No tax figures were acquired as to any inventory, personal property or mobile homes situated on said property. Micro Title Navarro County, LLC, its employees and its title insurance underwriters are not guaranteeing any payment of any such taxes.
- g. Any proration of taxes made in connection with this transaction is based on tax information from the prior year and does not reflect the tax status of the property for the current year.
- h. Due to the request of BUYER(S) and SELLER(S), we are closing this file based on verbal tax information provided by the appropriate taxing authorities. The taxing authority is not bound by verbal information and accordingly, Micro Title Navarro County, LLC and its title insurance underwriters cannot guarantee the amounts reported as accurate. Micro Title Navarro County, LLC can guarantee the tax amounts reported by the taxing authorities only when Micro Title Navarro County, LLC has in its possession a written tax certificate issued by the appropriate taxing authority. The amount of taxes due may increase or decrease when we receive written tax certificates.
- i. It is understood and agreed that Micro Title Navarro County, LLC as closing agent, has informed both the BUYER(s) and SELLER(s) of the above facts, and BUYER(s) and SELLER(s) agree to hold Micro Title Navarro County, LLC, its employees and its title insurance underwriters harmless from any taxes due because of tax supplements; agricultural/timber rollbacks due to change in land usage; tax exemptions; differences due to split-out for the current year or subsequent years, any taxes due on personal property, inventory or mobile homes situated on said property; and mistakes made due to closing based on verbal tax information. It is expressly agreed and understood that if, for any of the above reasons, the proper amount of taxes are not collected at closing or the proper amount of taxes are not prorated, Micro Title Navarro County, LLC retains the right to issue its policy of title insurance subject to any taxes due. **THE UNDERSIGNED HAVE BEEN INFORMED BY Micro Title Navarro County, LLC THAT IT IS THE UNDERSIGNED'S SOLE RESPONSIBILITY TO NOTIFY THE APPROPRIATE TAXING JURISDICTIONS THAT THE ABOVE PROPERTY HAS BEEN TRANSFERRED AND THAT IT IS THE BUYER'S SOLE RESPONSIBILITY TO PAY ALL TAXES FOR THE YEAR 2023 AND FILE ALL NECESSARY TAX EXEMPTIONS.**

TAX RENDITION AND EXEMPTIONS

Although the Central Appraisal District (CAD) may independently determine BUYER's new ownership and billing address through deed record research, BUYER is still obligated by law to "render" the Property for taxation, by notifying the CAD of the change in the Property's ownership and of BUYER's proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of

various exemptions obtained by SELLER (e.g., agriculture, open land, homestead or over-65). To the extent that BUYER may qualify to continue these exemptions, it is the responsibility of BUYER to satisfy requirements of the CAD within the period of time allowed. BUYER acknowledges understanding these obligations and the fact TITLE COMPANY assumes no responsibility for future accuracy of CAD records concerning ownership, tax-billing address, or status of exemptions.

The intention of the BUYER, SELLER, LENDER, TITLE COMPANY and CLOSING AGENT is that the real estate conveyance documents, mortgage loan documents (if applicable), title commitment and title policy and all closing documents for this transaction (1) accurately convey the real estate to the BUYER, (2) establish a valid first lien mortgage (if SELLERS applicable) upon the real estate, (3) contain all the documents required by the parties to the transaction, (4) accurately reflect the sales price, consideration paid, prorations of taxes and insurance, taxes due and payable, closing costs, LENDER required fees and expenses, title policy fees and expenses, miscellaneous expenses and collect good funds and disburse all funds collected according to the closing statement, closing instructions from LENDER and requirements of TITLE COMPANY and (5) satisfy all statutes, rules, regulations and guidelines governing the transaction between the BUYER, SELLER, LENDER, TITLE COMPANY and CLOSING AGENT.

The closing documents have been prepared and reviewed for completeness and accuracy. All closing documents have been prepared from information provided to the CLOSING AGENT by various parties to the transaction, including but not limited to, BUYER, SELLER, Real Estate Agents, LENDER, TITLE COMPANY, Tax Authorities, Surveyors, Lien holders, Property Owner's Associations, Contractors, Pest Control Companies, Lawyers and other parties dealing with this transaction. The CLOSING AGENT has relied upon the accuracy of all information submitted to them in preparation of all necessary closing documents. In the event that it is discovered that the CLOSING AGENT has received inaccurate information or has not been notified of certain information relating to the closing, or clerical errors have been made, instruments left out, or documents incomplete or lost or destroyed, the parties hereto acknowledge and agree that they have individually and collectively the obligation and each individually and collectively, promise to cooperate with the LENDER, Title Company and/or CLOSING AGENT, to correct such errors, omissions or losses. In order to do so, the parties hereto promise to execute any instrument requested by LENDER, Title Company and/or CLOSING AGENT for the purpose of correcting an error, omission or loss within five (5) days of receipt of notice from LENDER, TITLE COMPANY and/or Closing Agent. At the election of the LENDER, TITLE COMPANY and/or CLOSING AGENT, the parties hereto agree to return, in person to the location where the closing and settlement of this transaction was conducted, if necessary, to correct such errors, omission, or losses. If such instruments are to replace lost documents, the LENDER, TITLE COMPANY and/or CLOSING AGENT, as the case may be, shall indemnify the parties against duplicate or multiple liability. In the event that any errors, omissions, or losses are discovered pursuant to any of the above, the parties hereto after determination of their liability and responsibility for payment of amounts necessary to correct any errors, omissions or losses, shall pay to the CLOSING AGENT and/or such party as may be designated by the CLOSING AGENT as the appropriate payee, within five (5) days of written notice of such error, omission or loss, all amounts due.

The undersigned acknowledge that the CLOSING AGENT has not acted as legal counsel to any of them in any manner, nor has the CLOSING AGENT undertaken to assist or render legal advice to, or protect the legal interest of the undersigned, with respect to any aspect of the transaction whatsoever, or with respect to the content of or effect of any of the documents or instruments being executed in connection therewith. All closing documents have been prepared and are intended to reflect the agreement of the parties as set out in the Contract of Sale (if applicable), related LENDER closing instructions, and TITLE COMPANY requirements.

The parties hereto acknowledge that their promises, individually and collectively, to satisfy the terms of this agreement is an integral part of the closing of this transaction, and that the CLOSING AGENT is closing this transaction in reliance upon the parties' promises as contained herein. If the parties hereto refuse or fail to execute corrective or replacement instruments or fail to pay any amounts found to be due and owing as set out above, all as may requested by the LENDER, TITLE COMPANY and/or CLOSING AGENT, they shall be liable for any damages sustained by the LENDER, TITLE COMPANY and/or CLOSING AGENT for court costs and/or attorney's fees incurred in the enforcement of this Agreement or

collection of sums due or correction of such error, omission or loss.

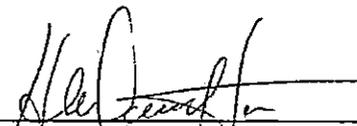
SELLER'S SIGNATURE(S):

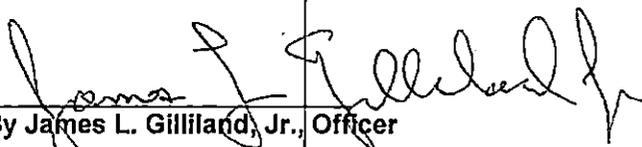
BUYER'S SIGNATURE(S):

American BJG Corporation,
a Texas corporation

Navarro County, Texas


By Brenda J. Gilliland, President


By H.M. Davenport, Jr., County Judge

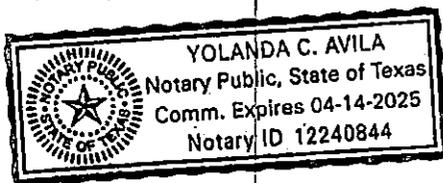

By James L. Gilliland, Jr., Officer

Acknowledgment

THE STATE OF Texas
COUNTY OF Navarro

This instrument was acknowledged before me on the 23rd day of January, 2023, by H.M. Davenport Jr, County Judge on behalf of Navarro County, Texas.

(SEAL)




NOTARY PUBLIC STATE OF Texas

THE STATE OF Texas

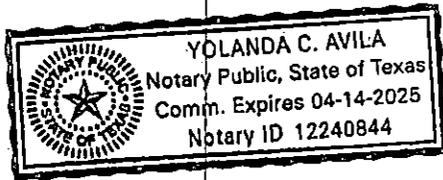
COUNTY OF Navarro

This instrument was acknowledged before me on the 23rd day of January, 2023, by Brenda Gilliland, as President and James L. Gilliland, as officer on behalf of American BJB Corporation, a Texas corporation.

(SEAL)



NOTARY PUBLIC STATE OF Texas



Micro Title Navarro County, LLC
321 N. 12th Street
Corsicana, TX 75110
903-872-8485 FAX 903-872-6872
www.microtitle.com
MTNC GF No. N2221276YA

GENERAL WARRANTY DEED
(CASH)

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

DATE: January 23, 2023

GRANTOR: American BJG Corporation

GRANTOR'S CURRENT MAILING ADDRESS:

1880 Sinclair Court
Lewisville, Texas 75067

GRANTEE: Navarro County, Texas

GRANTEE'S MAILING ADDRESS:

300 West 3rd Avenue, *suite 102*
Corsicana, Texas 75110

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged by the Grantor.

PROPERTY (including any improvements): All that certain lot, tract or parcel of land located in the City of Kerens in the M. Autrey Survey Abstract No. 13 Navarro County, Texas and being part of a called First Tract and Second Tract as described in Deed to American B.J.G. Corporation recorded in Volume 1079, Page 257 of the Deed Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod set (red cap "Shallow Creek") at the northwesterly corner of the said American B.J.G. First Tract, the northeasterly corner of a called 2.033 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1346, Page 899 of the Deed Records of Navarro County, Texas, the northerly corner of a called 0.085 of an acre tract as described in Deed to Charles Kent recorded in Volume 1369, Page 388 of the Deed Records of Navarro County, Texas, and in the southerly line of State Highway No. 31 from which a 3/4" iron rod found bears S 80° 11' 33" W, 1447.45 feet;

THENCE, N 80° 11' 33" E, along the northerly line of the said American B.J.G. First Tract and Second Tract and the southerly line of said State Highway No. 31 172.00 feet to a 60-D nail found at the northeasterly corner of the said American B.J.G. Second Tract and the northwesterly corner of a tract of land as described in Deed to Navarro County, Texas recorded in Volume 680, Page 633 of the Deed Records of Navarro County, Texas;

THENCE, along the common occupied line of the said American B.J.G. Second Tract and the said Navarro County tract as follows: S 09° 27' 30" E, 290.51 feet to a 2" pipe fence corner post at the occupied southwesterly corner of the said Navarro County tract and N 80° 03' 06" E, 108.83 feet to a 2" pipe fence corner post at the occupied southeasterly corner of the said Navarro County tract and in the westerly line of a called 1.968 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1199, Page 618 of the Deed Records of Navarro County, Texas;

THENCE, S 04° 42' 49" E, along the common occupied line of the said American B.J.G. Second Tract and the said 1.968 acre Sonny's Farm Service tract 99.41 feet to a 60-D nail found at the base of a 4" pipe post at the southeasterly corner of the said American B.J.G. Second Tract, the southwesterly corner of the said 1.968 acre Sonny's Farm Service tract and in the northerly line of the St. Louis & Southwestern Railroad;

THENCE, S 80° 10' 00" W, along the common line of the said St. Louis & Southwestern Railroad and the said American B.J.G. tracts 293.53 feet to a point for the southwesterly corner of this tract and the southeasterly corner of the said 0.085 of an acre Kent tract from which a 2" pipe post found bears N 06° 23' 00" W, 0.46 feet and a 5/8" iron rod found bears S 80° 08' 08" W, 542.19 feet;

THENCE, N 06° 23' 00" W, along the easterly line of the said 0.085 of an acre Kent tract 390.08 feet to the POINT OF BEGINNING and CONTAINING 1.868 ACRES OF LAND MORE OR LESS.

RESERVATIONS FROM CONVEYANCE: None.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance, however, is made and accepted subject to any and all validly existing easements, right-of-ways, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property as now reflected by the records of the County Clerk of Navarro County, Texas; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or protrusions or overlapping of improvements; any visible and apparent roadway or easement over or across the Property; any portion of the Property lying in a street, road or public roadway; any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities to water rights, including riparian rights; taxes for the current year, the payment of which Grantee assumes; subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold the Property to Grantee and Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors,

administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EFFECTIVE as of, although not necessarily on, the day and date first above shown herein.

GRANTOR:

American BJG Corporation

Brenda J. Gilliland
By: Brenda J. Gilliland, President

STATE OF TEXAS

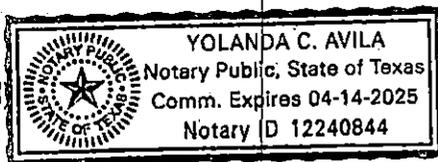
§
§
§

COUNTY OF NAVARRO

This instrument was acknowledged before me on January 23, 2023, by Brenda J. Gilliland, President of American BJG Corporation, a Texas corporation.

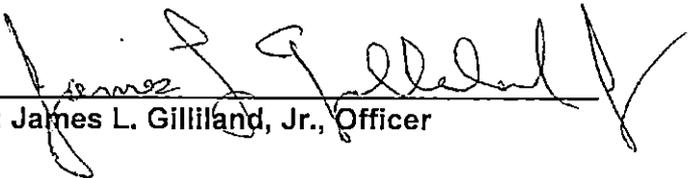
Yolanda C. Avila
NOTARY PUBLIC, STATE OF TEXAS

(Seal)



GRANTOR:

American BJB Corporation


By: James L. Gilliland, Jr., Officer

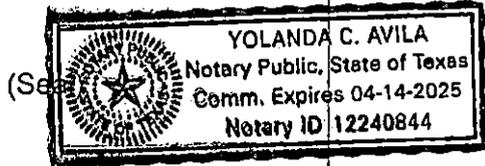
STATE OF TEXAS

§
§
§

COUNTY OF NAVARRO

This instrument was acknowledged before me on January 23, 2023, by James L. Gilliland, Jr., an officer of American BJB Corporation, a Texas corporation.


NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING RETURN TO:

Micro Title Navarro County, LLC
321 N. 12th Street
Corsicana, TX 75110
903.872.8485
903.872.6872 (FAX)
email: Lance@microtitle.com

PREPARED IN THE LAW OFFICE OF:

DAVID K. WAGGONER, MBA, JD
Attorney At Law
P.O. Box 3075
Corsicana, TX 75151
903.874.1000
email: Info@WaggonerLawFirm.net

CERTIFICATE OF CORPORATE RESOLUTION

Date: January 23, 2023
Corporation: American BJG Corporation
President: Brenda J. Gilliland
Secretary: James L. Gilliland, Jr.
Date of Meeting: January 2, 2023

We, Brenda J. Gilliland, President and James L. Gilliland, Jr., an officer of the Corporation, certify the following facts:

1. The corporation is organized and operates under the laws of Texas, is qualified to do business here, and is in good standing.
2. No proceedings for forfeiture of the certificate of incorporation or for voluntary or involuntary dissolution of the corporation are pending.
3. Neither the articles of incorporation nor bylaws of the corporation limit the power of the Board of Directors to pass the resolution below.
4. The President, Secretary, and other corporate officers are the persons authorized to make and sign the resolution.
5. The Secretary keeps the records and minutes of the proceedings of the Board of Directors of the corporation, and the resolution below is an accurate reproduction of the one made in those proceedings; it has not been altered, amended, rescinded or repealed and it is now in effect.
6. The President presented to the meeting the proposed transaction to sell real property located in Kerens, Navarro County, Texas. The Real Estate Sales Contract and other related documents were considered by the Board of Directors. The real property described by said documents is described as follows, to wit:

All that certain lot, tract or parcel of land located in the City of Kerens in the M. Autrey Survey Abstract No. 13 Navarro County, Texas and being a called First Tract and Second Tract as described in Deed to American B.J.G. Corporation recorded in Volume 1079, Page 257 of the Deed Records of Navarro County, Texas. Said lot, tract or parcel of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod set (red cap "Shallow Creek") at the northwesterly corner of the said American B.J.G. First Tract, the northeasterly corner of a called 2.033 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1346, Page 899 of the Deed Records of Navarro County, Texas and in the southerly line of State Highway No. 31 from which a 3/4" iron rod found bears S 80° 11' 33" W, 1447.45 feet;

THENCE, N 80° 11' 33" E, along the northerly line of the said American B.J.G. First Tract and Second Tract and the southerly line of said State Highway No. 31 172.00 feet to a 60-D nail found at the northeasterly corner of the said American

B.J.G. Second Tract and the northwesterly corner of a tract of land as described in Deed to Navarro County, Texas recorded in Volume 680, Page 633 of the Deed Records of Navarro County, Texas;

THENCE, along the common occupied line of the said American B.J.G. Second Tract and the said Navarro County tract as follows: S 09° 27' 30" E, 290.51 feet to a 2" pipe fence corner post at the occupied southwesterly corner of the said Navarro County tract and N 80° 03' 06" E, 108.83 feet to a 2" pipe fence corner post at the occupied southeasterly corner of the said Navarro County tract and in the westerly line of a called 1.968 acre tract of land as described in Deed to Sonny's Farm Services, Inc., recorded in Volume 1199, Page 618 of the Deed Records of Navarro County, Texas;

THENCE, S 04° 42' 49" E, along the common occupied line of the said American B.J.G. Second Tract and the said 1.968 acre Sonny's Farm Service tract 99.41 feet to a 60-D nail found at the base of a 4" pipe post at the southeasterly corner of the said American B.J.G. Second Tract, the southwesterly corner of the said 1.968 acre Sonny's Farm Service tract and in the northerly line of the St. Louis & Southwestern Railroad;

THENCE, S 80° 10' 00" W, along the common line of the said St. Louis & Southwestern Railroad and the said American B.J.G. tracts 293.53 feet to a point for the southwesterly corner of the said American B.J.G. First Tract, the southeasterly corner of the said 2.033 acre Sonny's Farm Service tract from which a 2" pipe post found bears N 06° 23' 00" W, 0.46 feet and a 5/8" iron rod found bears S 80° 08' 08" W, 542.19 feet;

THENCE, N 06° 23' 00" W, along the common line of the said American B.J.G. First Tract and the said 2.033 acre Sonny's Farm Service tract 390.08 feet to the POINT OF BEGINNING and CONTAINING 1.868 ACRES OF LAND MORE OR LESS.

7. The resolution below was legally adopted on the date of the meeting of the Board of Directors, which was called and held in accordance with the laws and by-laws of the corporation, at which a quorum was present.
8. The following resolution has been adopted by the Board of Directors:

Upon motion duly made and seconded, it is unanimously resolved by the Board as follows:

RESOLVED that the Corporation sell said real property located in Kerens, Navarro County, Texas, upon the terms and conditions expressed in said documents which have been considered by the Board of Directors together with all other related documents hereinabove mentioned which are acceptable to the Board.

FURTHER RESOLVED that such transaction is in the best interest of the Corporation and that Brenda J. Gilliland, President and James L. Gilliland, Jr., an officer, be and is hereby authorized as an officer of the Corporation, to execute the General Warranty Deed and all other related documents necessary to effect the purposes herein set forth and required to be executed by the Corporation, which such authority shall remain irrevocable until Navarro County, Texas (Buyer) and Micro Title Navarro County, LLC (Title Company) are notified in writing of the revocation of such authority and shall in writing acknowledge receipt of such notifications.

WITNESS OUR HANDS THIS 23rd day of January, 2023.

American BJB Corporation

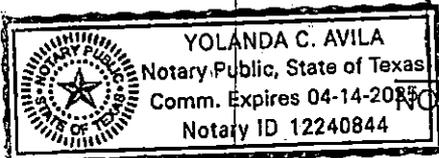
Brenda J. Gilliland
By: Brenda J. Gilliland, President

James L. Gilliland, Jr.
By: James L. Gilliland, Jr., Officer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

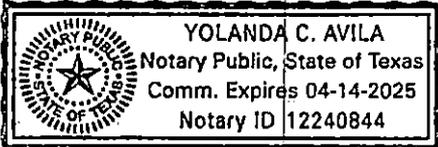
The foregoing instrument was acknowledged before me on January 23, 2022, by Brenda J. Gilliland, President of American BJB Corporation, a Texas corporation, on behalf of said corporation.

(Seal)  Yolanda C. Avila
NOTARY PUBLIC OF TEXAS

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

The foregoing instrument was acknowledged before me on January 23, 2022, by James L. Gilliland, Jr., an officer of American BJB Corporation, a Texas corporation, on behalf of said corporation.

(Seal)  Yolanda C. Avila
NOTARY PUBLIC OF TEXAS

**DISCLOSURE AGREEMENT REGARDING LEGAL FEES
FOR DRAFTING DOCUMENTATION**

RE: GF No. N2221276YA

PARTIES: American BJJ Corporation / Navarro County, Texas

DISCLAIMER: DOCUMENT PREPARATION ONLY

1. **Preparer of Documents.** Documents for this closing have been prepared at the request of Micro Title Navarro County, LLC ("Title Company") and/or by the undersigned, by David K. Waggoner, Attorney At Law ("Attorney"). The undersigned acknowledge that the Attorney has acted only in the limited capacity as scrivener to prepare these documents, and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to any loan, the real property involved in the transaction (the "Property"), or with respect to any of the documents being executed in connection with the closing.

The undersigned further acknowledge that they may retain legal counsel for advice regarding the transaction, or to review and render advice concerning any of the documents being executed in connection with the closing. Attorney has not in any manner negotiated any of the terms or conditions of the transaction on behalf of the undersigned.

2. **Disclaimer of Representation or Warranty.** Attorney has not conducted a title search on the Property, and makes no representation or warranty about the condition of the title, access to the Property, environmental matters affecting the Property, or any other matters that might be revealed from the Buyer's examination of a survey, title information, or the Property itself. Attorney has not examined the Property and makes no representation regarding the condition of the land or improvements. The undersigned are cautioned to make sure the Deed delivered to Buyer reflects the agreement of the parties concerning the form of conveyance and the reservations and exceptions to the conveyance (including any mineral reservations), and the Buyer should review the Deed carefully to make sure it reflects transfer of title in accordance with the contract with the Seller.

It is understood and agreed by the undersigned that Attorney has not been employed for legal representation by the parties or for legal representation generally, and Attorney has not undertaken to assist or render legal advice to the undersigned with respect to this transaction. The undersigned further agree that no attorney-client privilege or relationship exists between them and the Attorney.

3. **Information Supplied to Attorney.** The information utilized for preparing the closing documents have been provided by either the Title Company or other third parties. Attorney makes no representations regarding the value of the Property, conformance with any limitations on fees, waiting periods, or any other matters outside Attorney's control. The undersigned are cautioned to assure themselves that the written documents accurately and adequately describe their understanding of the transaction and/or the Property.

4. **Correction of Errors and Omissions in Documents.** For valuable consideration, the receipt of which is hereby acknowledged, the undersigned understand and agree that in the event any of the legal documents prepared by Attorney misstate or inaccurately reflect the true and correct terms and provisions as agreed upon by the undersigned, and said misstatement or inaccuracy is due to a unilateral mistake on the part of the Attorney, mutual mistake on the part of the undersigned, scrivener or clerical error, then, in such event, Attorney shall have the discretionary authority to correct such misstatement or inaccuracy, and the undersigned shall execute such corrective documents as Attorney may deem necessary to remedy

said inaccuracy or misstatement. This statement shall survive the closing, and be binding upon the heirs, devisees, personal representatives, successors and assigns of the Buyer and Seller.

5. **Responsibility for Payment of Fees and Costs.** The undersigned hereby acknowledge their obligation to pay the legal fees and all permissible out of pocket expenses incurred in connection with the preparation of the documents by making, at the closing, a payment in the amount set forth in the invoice for legal services described below, directly to either the Attorney or the Title Company closing the transaction, for the account of the Attorney.

6. **Description of Legal Services Performed and Amount of Fee.** The nature and extent of the legal services performed in connection with this transaction are itemized in the invoice for legal services submitted to the Title Company, a copy of which is attached hereto and incorporated herein by reference for all purposes. The fee for these legal services through the date of the invoice is set forth on the invoice. No charge is made for the preparation of documents except those specifically identified on the invoice for legal services presented by the Attorney. Under no circumstances will the Attorney charge for Real Estate Settlement and Procedures Act or Truth-in-Lending Act disclosures.

7. **Basis for Fee.** The fee is intended to provide fair compensation for time and labor involved in information gathering, document preparation, processing, and review. Other considerations include the expertise of the Attorney in the complexities of the transaction and imposed document preparation deadlines. Attorneys' legal fees are based on a per document or per transaction charge rather than an hourly fee.

The undersigned hereby acknowledges receiving and reading a copy of this statement, and by signature affirms the accuracy of the statements herein contained. By signing below, the undersigned hereby indicate that they have been notified of and understand their right to independent legal counsel.

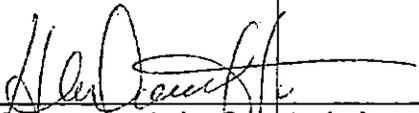
It is understood and agreed that Attorney, its employees, and agents, reserve the right and privilege to destroy the documents associated with this transaction five (5) years from the effective date of the documents.

The undersigned understand and agree that no attorney-client privilege or relationship exists between them and the Attorney.

EFFECTIVE DATE: January 23, 2023

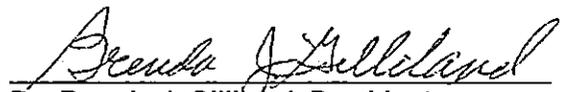
BORROWER/BUYER:

Navarro County, Texas


By: H.M. Davenport, Jr., County Judge

SELLER:

American BJB Corporation


By: Brenda J. Gilliland, President
By: James L. Gilliland, Jr., Officer