



RESOLUTION NO. 20240227-07

**A RESOLUTION APPROVING THE ASSIGNMENT OF A COMMERCIAL CONTRACT TO
TEXAMERICAS CENTER; APPROVING THE TERMS OF THE ASSIGNED CONTRACT; AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CLOSING DOCUMENTS; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Landon Huffer, acting on behalf of TexAmericas Center, has entered into a Contract with Jessie A. Rollins for the purchase of property described as Lots Numbered Five (5) and Six (6) in Block Numbered Eleven (11) of DEPOT GATE SUBDIVISION of the Whaley Switch Addition according to the map or plat of said subdivision recorded in Volume 40, Page 297 of the Plat Records of Bowie County, Texas and being a part of the Jonathan Collum Headright Survey, Bowie County, Texas, (the Property) for the sum of Six Thousand Five Hundred Thirteen and No/100 Dollars (\$6,513.00); and

WHEREAS, Landon Huffer has assigned the Commercial Contract for the Property to TexAmericas Center; and

WHEREAS, Section 3503.101(b)(22) authorizes TexAmericas Center to acquire and own property outside the perimeter of the TexAmericas Center boundaries if said property enhances or facilitates the development, redevelopment, maintenance, or expansion of new and existing businesses, industry, or commercial activity on the property of TexAmericas Center; and

WHEREAS, the Board of Directors finds that the acquisition of the Property will enhance and facilitate the development, redevelopment, maintenance and expansion of new and existing businesses, industry, or commercial activity upon the property of TexAmericas Center within its boundaries;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center as follows:

1. The assignment of the Commercial Contract between Landon Huffer and Jessie A. Rollins to TexAmericas Center shall be and it is hereby approved; and

2. The terms of the Commercial Contract between Landon Huffer and Jessie A. Rollins are approved as written; and
3. That upon compliance with the terms of the Commercial Contract by the Seller, Jessie A. Rollins, Scott Norton shall be and he is hereby authorized to execute any and all documents necessary to close on the purchase of the Property, including but not limited to amendments to the contract, affidavits and other documents required by the title company, and the Closing Statement.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its passage.

PASSED and APPROVED this 27th day of February, 2024.



Jim Roberts, Chairman of the Board

ATTEST:



Justin Powell, Secretary

ATTACHMENT: COMMERCIAL CONTRACT-UNIMPROVED PROPERTY

ATTACHMENT: COMMERCIAL CONTRACT ASSIGNMENT OF BUYER'S INTERESTS

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.

General Warranty Deed

GF#2433650-JCL

Date: March 18, 2024

Grantor: JESSIE A. ROLLINS and wife, CARRIE CHARLINE ROLLINS

Grantor's Mailing Address:

14 Annadale Dr.
Maud TX 75567
Bowie County

Grantee: TEXAMERICAS CENTER

Grantee's Mailing Address:

107 Chapel Lane
New Boston TX 75570
Bowie County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All of Lots No. 5 and 6, Block No. 11 of DEPOT GATE SUBDIVISION of the Whaley Station, Texas, according to the plat recorded in Volume 40, Page 297 of the Plat Records of Bowie County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way,

and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing 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 overlapping of improvements; and Grantee assumes real estate taxes for 2024 and subsequent years, subject to proration for the current year of closing, if any, but not for subsequent assessments for a change in land usage or ownership, or both, by Grantor prior to the date of closing, the payment of which Grantor assumes.

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 any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, 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.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.


JESSIE A. ROLLINS

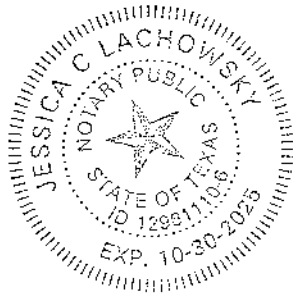

CARRIE CHARLINE ROLLINS

STATE OF TEXAS)

COUNTY OF BOWIE)

Before me, a Notary Public, on this day personally appeared JESSIE A. ROLLINS and wife, CARRIE CHARLINE ROLLINS, known to me, or proved to me through Diversified (description of identity card or other document) to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18 day of March, 2024.



[Signature]
Notary Public, State of Texas

My commission expires: 10-30-25

PREPARED IN THE OFFICE OF:
LANGDON★DAVIS
Attorneys at Law
625 Sam Houston
New Boston, TX 75570

AFTER RECORDING, RETURN TO:
TWIN CITY TITLE
3310 Arista Blvd.
Texarkana, Texas 75503

B. Type of Loan			
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv Unins		6. File Number	7. Loan Number
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv Ins. 6. <input type="checkbox"/> Seller Finance		2433650	
7. <input checked="" type="checkbox"/> Cash Sale.			8. Mortgage Ins Case Number

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 TexAmericas Center 107 Chapel Lane New Boston, TX 75570	E. Name & Address of Seller Jessie A. Rollins and Carrie Charline Rollins, husband and wife 14 Annadale Dr Maud, TX 75567	F. Name & Address of Lender
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G. Property Location Depot Gate Addn Whateys Station, Block 11, Lot 5-6, Bowie County, TX 3165 PR 82010 Hooks, TX 75561	H. Settlement Agent Name Bowie County Title LLC dba Twin City Title 3310 Arista Blvd. Texarkana, TX 75503 Tax ID: 26-0377570 Underwritten By: Texan Title Insurance Company
	I. Settlement Date 3/18/2024 Fund: 3/18/2024

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	\$6,513.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$266.00	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. Assessment Taxes		408. Assessment Taxes	
109. School property taxes		409. School property taxes	
110. Other taxes		410. Other taxes	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$6,779.00	420. Gross Amount Due to Seller	
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	\$500.00	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan to	
205.		505. Payoff of second mortgage loan to	
206.		506. No Lien	
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 01/01/24 thru 03/18/24	\$20.35	511. County property taxes 01/01/24 thru 03/18/24	
212. Assessment Taxes		512. Assessment Taxes	
213. School property taxes		513. School property taxes	
214. Other taxes		514. Other taxes	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$520.35	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$6,779.00	601. Gross Amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	\$520.35	602. Less reductions in amt. due seller (line 520)	
303. Cash From Borrower	\$6,258.65	603. Cash To Seller	

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

700. Total Sales/Broker's Commission based on price @ % =			Paid From	Paid From
Division of Commission (line 700) as follows:			Borrower's	Seller's
701.	to		Funds at	Funds at
702.	to		Settlement	Settlement
703.				
704.	The following parties, persons, firms or	to		
705.	corporations have received a portion of	to		
706.	the real estate commission shown above.	to		
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.	Mortgage Insurance Application	to		
807.	Assumption Fee	to		
900. Items Required by Lender To Be Paid in Advance				
901.	Interest from 3/18/2024 to 4/1/2024 @ \$0/day			
902.	Mortgage Insurance Premium for months	to		
903.	Hazard Insurance Premium for years	to		
1000. Reserves Deposited With Lender				
1001.	Hazard insurance	months @ per month		
1002.	Mortgage insurance	months @ per month		
1003.	City property taxes	months @ per month		
1004.	County property taxes	months @ \$7.96 per month		
1005.	Assessment Taxes	months @ per month		
1006.	School property taxes	months @ per month		
1007.	Other taxes	months @ per month		
1008.	Other taxes	months @ per month		
1011.	Aggregate Adjustment			
1100. Title Charges				
1101.	Settlement or closing fee	to		
1102.	Abstract or title search	to		
1103.	Title examination	to		
1104.	Title insurance binder	to		
1105.	Document preparation	to Langdon-Davis Law Office		
1106.	Notary fees	to		
1107.	Attorney's fees	to		
(includes above items numbers:)				
1108.	Title insurance	to Bowie County Title LLC dba Twin City Title		
(includes above items numbers:)				
1109.	Lender's coverage	\$0.00/\$0.00		
1110.	Owner's coverage	\$6,513.00/\$328.00		
1111.	Escrow fee	to Bowie County Title LLC dba Twin City Title	\$225.00	
1112.	GARC/PGF	to Bowie County Title LLC dba Twin City Title		
1113.	Tax certificates	to Bowie County Title LLC dba Twin City Title		
1114.	Courier/Messenger Fee	to Bowie County Title LLC dba Twin City Title	\$4.00	
1200. Government Recording and Transfer Charges				
1201.	Recording Fees Deed \$37.00 ; Mortgage ; Rel	to Bowie County Title LLC dba Twin City Title	\$37.00	
1202.	City/county tax/stamps Deed ; Mortgage	to		
1203.	State tax/stamps Deed ; Mortgage	to		
1300. Additional Settlement Charges				
1301.	Survey Billing outside of closing	to		
1302.	Pest Inspection - N/A	to		
1303.	2023 Property Taxes - Acct# 05600006800	to Bowie Central Appraisal District		
1304.	2024 Property Taxes - Acct# 05600006802	to Bowie Central Appraisal District		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$266.00	

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.

TexAmericas Center

Willie Jean Roth

By William Scott Norton, Executive Director/CEO

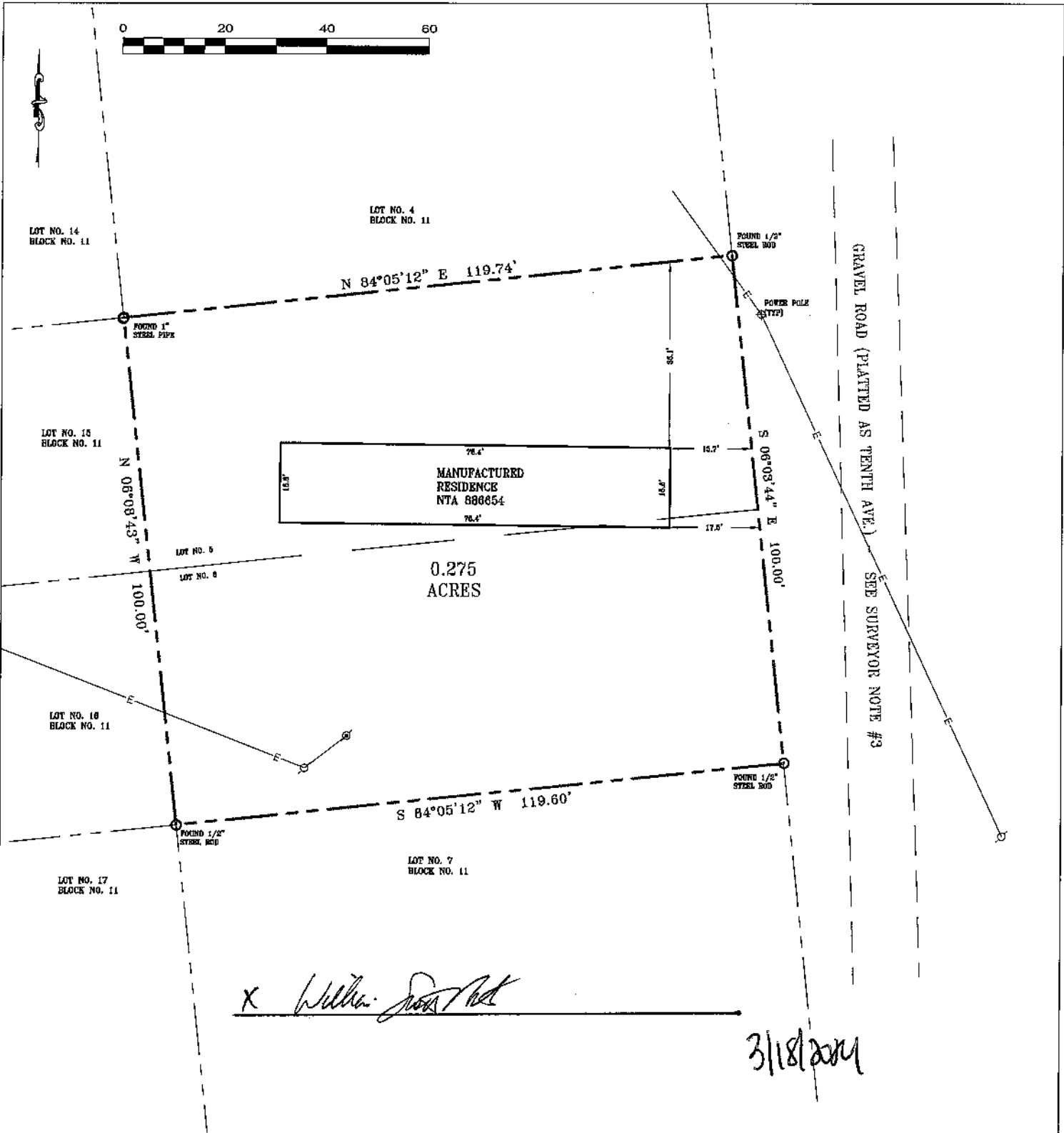
SETTLEMENT AGENT CERTIFICATION

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.

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.



PROPERTY DESCRIPTION

ALL OF LOTS NO. 5 AND 6, BLOCK NO. 11 OF DEPOT GATE SUBDIVISION OF THE WHALEY STATION, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 40, PAGE 297 OF THE PLAT RECORDS OF BOWIE COUNTY, TEXAS.

SURVEYOR CERTIFICATE:
THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON FEBRUARY 20, 2024, THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, THERE ARE NO VISIBLE IMPROVEMENTS EXCEPT AS SHOWN ON THE SURVEY PLAT.

THIS PLAT IS FOR THE INTENDED USE OF LONDON HUFFER AS RELATES TO OWNERSHIP OR TRANSFER OF OWNERSHIP. THIS SURVEY IS NOT ASSIGNABLE OR TRANSFERABLE, MAY NOT BE REISSUED WITHOUT RE-SURVEY AND MAY BE VOID/INVALID SUBJECT TO CHANGES IN GOVERNANCE OR INTERPRETATIONS ISSUED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND MAY NOT BE COPIED OR PROVIDED TO OTHER PARTIES WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE UNDERSIGNED.

Jeffrey A. Wood

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
NP.FIRM CERTIFICATE NO. 101011-00
NQ.DATE: FEBRUARY 26, 2024



- NOTE:
- 1) THE BEARINGS ARE BASED ON GRID NORTH WITHIN THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE" (CORS 96, EPOCH 2002.0)
 - 2) SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. SURVEYOR DID NOT RESEARCH FOR EASEMENTS OF RECORD OR NOT OF RECORD.
 - 3) PER THE SUBDIVISION PLAT OF DEPOT GATE ADDITION, THE WEST RIGHT-OF-WAY LINE OF TENTH AVENUE ADJOINS THE EAST LINE OF BLOCK 11 IN ITS ENTIRETY, AND TERMINATING AT THE U.S. HIGHWAY NO. 82 NORTH RIGHT-OF-WAY LINE.

BOUNDARY SURVEY				MTG ENGINEERS & SURVEYORS	
LOTS NO. 5 & 6, BLOCK NO. 11 DEPOT GATE ADDITION				5930 Summerhill Road 803.838.8533 telephone Tomball, TX 75063 803.832.4701 facsimile TEPE NO. 354	
Drawn By DB	Checked By JW	Project No. 246101.02	Dwg. Date 2/21/24	File No.	Sheet No.

5630 Summerbell Road 803.838.8532 telephone
Tomball, TX 75563 803.832.4700 facsimile
TSP# No. 354

WAIVER OF INSPECTION

March 18, 2024

Bowie County Title LLC dba Twin City Title
3310 Arista Blvd.
Texarkana, TX 75503

RE: Owner's Title Policy of Insurance
Your GF# **2433650**

Gentlemen:

We agree that the Owner's Title Policy you are to issue covering

All of Lots No. 5 and 6, Block No. 11 of DEPOT GATE SUBDIVISION of the Whaley Station, Texas, according to the plat recorded in Volume 40, Page 297 of the Plat Records of Bowie County, Texas.

will be on the usual Texas form which contains the following printed exceptions:

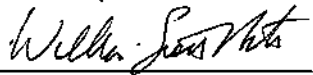
1. Restrictive covenants affecting the land described or referred to above.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Standby fees and taxes for the year **2024**, and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, and that the policy to be issued on this particular transaction will contain the following special exceptions:
4. Lien or liens created or assumed in conjunction with this transaction, if any.
5. Rights of parties in possession.

Since **Bowie County Title LLC dba Twin City Title** examines only the record title and does not actually see the property, we hereby waive inspection by **Bowie County Title LLC dba Twin City Title** of this property and accept our policy subject to the rights of parties in possession. We agree that it is our responsibility to inspect said premises and to obtain possession of it from the present occupants, if any.

We acknowledge we are not relying upon any representation, statement or other assertion about the property condition or parties in possession, but are relying upon our inspection of the property. We take the property under the express understanding that the title insurance agent and title insurance company have made no express or implied warranties. We understand the title insurance agent and title insurance company have determined the insurability of title solely for their own benefit.

Very truly yours,

TexAmericas Center


By: **William Scott Norton, Executive**
Director/CEO

BUYER'S RECEIPT AND CONFIRMATION
{Made by Natural Person(s)}

Date March 14, 2024

Buyer's Name and
Mailing Address: TexAmericas Center
107 Chapel Lane
New Boston, TX 75570

Property: All of Lots No. 5 and 6, Block No. 11 of DEPOT GATE SUBDIVISION of the
Whaley Station, Texas, according to the plat recorded in Volume 40, Page
297 of the Plat Records of Bowie County, Texas.

Buyer (whether one or more, the first person, singular form shall be used herein and shall refer to each and every buyer identified above) on oath swears that the following statements are true and are within the personal knowledge of Buyer:

1. My full legal name is TexAmericas Center, and I am over the age of eighteen years.
2. I acknowledge that I am buying the Property.

Title Insurance and Commitment - General

3. I acknowledge that I am receiving an Owner Policy of Title Insurance (Owner Policy) issued by Texan Title Insurance Company (referred to as Underwriter) through Bowie County Title LLC dba Twin City Title (referred to as Agent) in the amount of the purchase price of the Property.
4. I acknowledge receipt of the following:
 - ☒ Commitment for Title Insurance with Issued date: 3/13/2024.
 - ☒ Copies of covenants, conditions, restrictions, easements and other documents shown as exceptions on Schedule B of the Commitment.
5. I understand that, in addition to the exceptions shown on the Commitment, the Owner Policy promulgated by the Texas Department of Insurance contains Exclusions from Coverage.

Title Insurance - Rights of Parties in Possession

6. I confirm that Agent has informed me that unless Agent makes a physical inspection of the Property, my Owner Policy will contain a general exception as to "rights of parties in possession."
 - ☒ I hereby waive any inspection by Agent and agree to accept the policy containing the general exception.

Title Insurance - Area and Boundaries

7. I confirm that Agent has informed me that unless an acceptable survey is furnished and an additional premium paid, my Owner Policy will contain a general exception as to "any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."

- ☒ I do not wish to provide a survey and/or to pay the additional premium and agree to accept the policy containing the general exception.

Title Insurance - Taxes

8. I acknowledge that my Owner Policy will contain an exception to possible "taxes and assessments by any taxing authority for prior years due to change in land usage or ownership," and I confirm that neither Underwriter nor Agent are responsible for assisting me in paying or resolving any such tax issues.

- ☒ I acknowledge receipt of the Tax Certificate or Tax Information Sheet provided to Agent

Survey or surveyor's plat

- ☒ I acknowledge receipt of a survey of the Property dated: 2/21/2024.

9. I confirm that Agent has made no representations to me regarding any matters shown on said survey and I accept the Property subject to any matters shown on said survey and agree to hold harmless Underwriter and Agent from any and all costs, damages and expenses in any way arising from such matters.

10. If no survey or surveyor's plat was received, I confirm that I did not request or require a survey.

Other representations:

11. Anyone concerned may rely on these statements.
12. I agree to indemnify and hold Texan Title Insurance Company, Underwriter and its Agent harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit.

TexAmericas Center

William Scott Norton
By: William Scott Norton, Executive
Director/CEO

SIGNED under oath before me on March 18, 2024

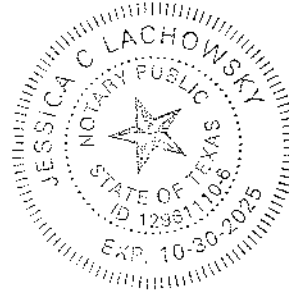
Notary Name: _____
State of: _____
County of: _____
Expires: _____



STATE OF TEXAS
COUNTY OF Bowie

This instrument was acknowledged before me on March 18, 2024 by TexAmericas Center.

Notary Name:
State of:
County of:
Expires:



PREPARED IN THE OFFICE OF:
JORDAN LAW FIRM, L.L.P.
#4 Woodmont Crossing
Texarkana, Texas 75503

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

BILL OF SALE

Date: March 18, 2024

Seller: JESSE A. ROLLINS and wife, CARRIE CHARLINE ROLLINS

Seller's Mailing Address (including county): 14 Annadale Drive
Maud, Bowie County, Texas 75567

Buyer: TEXAMERICAS CENTER

Buyer's Mailing Address (including county): 107 Chapel Lane
New Boston, Bowie County, Texas 75570

Consideration: \$10.00 and other good and valuable consideration.

Personal Property: Manufactured home located at 3165 PR 82010, Hooks, Texas 75561.

Described as follows:

Manufacturer: Patriot HMS of Alabama, a division of Patriot MFD, Inc.
Model: Cedar Ridge
Serial No. 1SRP14209AL
Label/Seal No. NTA0886654

For value received, Seller sells and delivers the personal property to Buyer and warrants and agrees to defend title to the personal property to Buyer and Buyer's successors against all lawful claims, by, through, or under Seller but not otherwise.

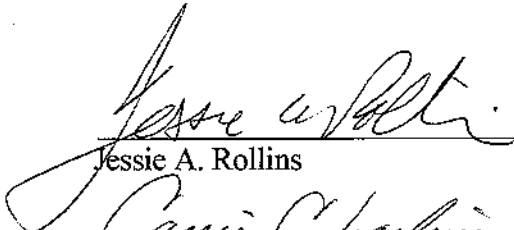
WITH THE EXCEPTION OF THE WARRANTIES OF TITLE, INCLUDING THE WARRANTY THAT NO LIENS EXIST ON THE PROPERTY, SELLER HAS MADE NO

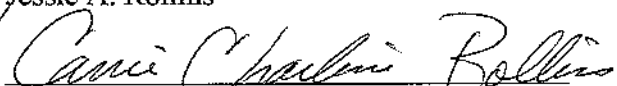
AFFIRMATION OF FACT OR PROMISE RELATING TO THE PROPERTY THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PROPERTY THAT IT WOULD CONFIRM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE PROPERTY. THE PROPERTY IS SOLD ON AN "AS IS" BASIS.

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

Seller agrees to indemnify and hold harmless Buyer from any and all claims asserting a lien upon the Manufactured Home by Bombardier Capital, Inc., its successors and/or assigns, including but not limited to any claims, actions, suits, demands, proceedings, costs, damages, and all liabilities including without limitation all related costs, attorneys' fees and expenses arising out of or resulting from any such claim.

EXECUTED this 18th day of March, 2024.



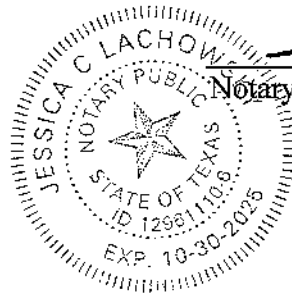
Jessie A. Rollins


Carrie Charline Rollins

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me this 18 day of March, 2024, by JESSIE A. ROLLINS.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me this 18 day of March, 2024, by CARRIE CHARLINE ROLLINS.



[Signature]
Notary Public, State of Texas

INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made this 18th day of March, 2024 executed by Jessie A. Rollins and Carrie Charline Rollins, herein called SELLERS; TexAmericas Center, William Scott Norton, Executive Director/CEO herein called BORROWERS; to Bowie County Title, LLC dba Twin City Title, herein called TITLE COMPANY; and Texan Title Insurance Company, herein called UNDERWRITER.

WHEREAS on this day, Borrowers desires to that certain real property described:

All of Lots No. 5 and 6, Block No. 11 of DEPOT GATE SUBDIVISION of the Whaley Station, Texas, according to the plat recorded in Volume 40, Page 297 of the Plat Records of Bowie County, Texas.

WHEREAS, the closing of the transaction is to take place at the Title Company; and WHEREAS, Title Company/Underwriter will not be responsible for any issues that may arise from manufactured home located on said property:

Label #: NTA0886654
Serial #: 1SRP14209AL
Manufacturer: Patriot HMS of Alabama A Division of Patriot MFD Inc.

"INDEMNITY AND HOLD HARMLESS: SELLER AND BUYER HEREBY INDEMNIFY AND HOLD HARMLESS SAID TITLE COMPANY, AND UNDERWRITER, AND THEIR MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LOSSES, LIABILITIES, EXPENSES, CLAIMS, COSTS, ACTIONS, SUITS, PROCEEDINGSS, ASSESSEMNTS, ORDERS, JUDGMENTS, FINES AND PENALITES ARISING AS A RESULT OF THIS AGREEMENT.

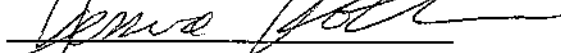
BORROWERS:

TexAmericas Center

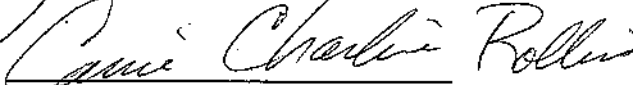


William Scott Norton, Executive Director/CEO

Sellers:



Jessie A. Rollins



Carrie Charline Rollins

WITNESS:



Jessica C. Lachowsky

ESCROW OFFICE Bowie County Title, LLC DBA Twin City Title

TAX PRORATION AGREEMENT AND DISCLOSURES

Date: March 14, 2024

Buyer: TexAmericas Center
107 Chapel Lane
New Boston, TX 75570

Seller: Jessie A. Rollins and Carrie Charline Rollins, husband and wife
14 Annadale Dr
Maud, TX 75567

Property: All of Lots No. 5 and 6, Block No. 11 of DEPOT GATE SUBDIVISION of the Whaley Station, Texas, according to the plat recorded in Volume 40, Page 297 of the Plat Records of Bowie County, Texas.

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. Bowie County Title LLC dba Twin City Title (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:
Acct#s 05600006800, 05600006802 \$95.51
- ☐ 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, Texan Title Insurance Company (Underwriter), and its Agent.
 11. Buyer and Seller agree to indemnify and hold harmless Settlement Agent, Texan Title Insurance Company (Underwriter), and its Agent with regard to any Rollback Tax(es) for prior years.

TexAmerica's Center


By William Scott Norton, Executive
Director/CEO


Jessie A. Rollins


Carrie Charline Rollins