

B. Type of Loan			
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv Ins. 6. <input type="checkbox"/> Seller Finance 7. <input type="checkbox"/> Cash Sale.		6. File Number FX2200882	7. Loan Number
		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 Corby Alexander, City Manager of City of La Porte, Texas		E. Name & Address of Seller Richard A. Ambrus, F. Carrington Weems, III as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustees of the Mary Ann Weems GST Exempt Marital Deduction Trust See Addendum	
F. Name & Address of Lender			
G. Property Location Town of La Porte, Block 1254, Lot 1-32, Harris County, TX 0 S. Broadway La Porte, TX 77571		H. Settlement Agent Name South Land Title, LLC 6710 Stewart Road Suite 200 Galveston, TX 77551 Tax ID: 27-1152905 Underwritten By: Texan Title Insurance Company Place of Settlement South Land Title, LLC 7730 Spencer Highway, Suite 200 Pasadena, TX 77505	
		I. Settlement Date 1/12/2023 Fund: 1/12/2023	
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	\$300,000.00	401. Contract Sales Price	\$300,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$902.32	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. HOA		408. HOA	
109. School property taxes		409. School property taxes	
110. MUD Taxes		410. MUD Taxes	
111. Flood Insurance		411. Flood Insurance	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$300,902.32	420. Gross Amount Due to Seller	\$300,000.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	\$3,000.00	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$20,589.19
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. 2022 County Taxes to Harris County Tax Office	\$1,232.70
205.		505. 2022 School Taxes to LaPorte ISD Tax Office	\$3,507.60
206. Option Fee	\$1,000.00	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 01/12/23	\$40.53	511. County property taxes 01/01/23 thru 01/12/23	\$40.53
212. HOA		512. HOA	
213. School property taxes 01/01/23 thru 01/12/23	\$115.32	513. School property taxes 01/01/23 thru 01/12/23	\$115.32
214. MUD Taxes		514. MUD Taxes	
215. Flood Insurance		515. Flood Insurance	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$4,155.85	520. Total Reduction Amount Due Seller	\$25,485.34
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$300,902.32	601. Gross Amount due to seller (line 420)	\$300,000.00
302. Less amounts paid by/for borrower (line 220)	\$4,155.85	602. Less reductions in amt. due seller (line 520)	\$25,485.34
303. Cash From Borrower	\$296,746.47	603. Cash To Seller	\$274,514.66


L. Settlement Charges						
700. Total Sales/Broker's Commission based on price		\$300,000.00	@6 % = \$18,000.00		Paid From	Paid From
Division of Commission (line 700) as follows:					Borrower's	Seller's
701. \$18,000.00	to	Stan Creech Properties, Inc.			Funds at	Funds at
702.	to				Settlement	Settlement
703. Commission Paid at Settlement					\$0.00	\$18,000.00
704. The following parties, persons, firms or						
705. corporations have received a portion of						
706. the real estate commission shown above.						
800. Items Payable in Connection with Loan						
801. Loan Origination Fee %						
802. Loan Discount %						
803. Appraisal Fee						
804. Credit Report						
805. Lender's Inspection Fee						
806. Mortgage Insurance Application						
807. Assumption Fee						
808. Flood Certification Fee						
900. Items Required by Lender To Be Paid in Advance						
901. Interest from 1/12/2023 to 2/1/2023 @ \$0/day						
902. Mortgage Insurance Premium for months						
903. Hazard Insurance Premium for years						
904. Flood Insurance for year(s)						
905. Windstorm Insurance for year(s)						
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 @ per month						
1005. HOA months @ per month						
1006. School property taxes months @ per month						
1007. MUD Taxes months @ per month						
1008. Flood Insurance months @ per month						
1009. Other Taxes 0 months @						
1011. Aggregate Adjustment						
1100. Title Charges						
1101. Settlement or closing fee to Dover & Fox P.C.- Title Fees						
1102. Abstract or title search to						
1103. Title examination to						
1104. Title insurance binder to						
1105. Document preparation-Warranty Deed to Dover & Fox P.C.-Legal						
1106. Deed Review Fee to Dover & Fox P.C.-Legal						\$125.00
1107. Attorney's fees to Dover & Fox P.C.-Legal						
(includes above items numbers:)						
1108. Title insurance to South Land Title, LLC					\$282.90	\$1,886.00
(includes above items numbers:)						
1109. Lender's coverage \$0.00/\$0.00						
1110. Owner's coverage \$300,000.00/\$2,168.90						
1111. Escrow fee to Dover & Fox P.C.- Title Fees					\$495.00	\$495.00
1112. State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association					\$0.00	\$2.00
1113. 64.71% of Title Premium to Jimmy G. Fox						
1114. Tax certificates to Realty Tax Search, Inc.						\$81.19
1115. Title Premium split 85% to South Land						
1116. Title Premium split 15% to						
1117. E-Recording Fees to Dover & Fox P.C.- Recordings					\$8.42	
1200. Government Recording and Transfer Charges						
1201. Recording Fees Deed \$30.00 ; Mortgage ; Rel to Dover & Fox P.C.- Recordings					\$30.00	
1202. City/county tax/stamps Deed ; Mortgage to						
1203. State tax/stamps Deed ; Mortgage to						
1204. Additional Recording-City Ordinance to Dover & Fox P.C.- Recordings					\$86.00	
1300. Additional Settlement Charges						
1301. Survey to						
1302. Pest Inspection to						
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$902.32	\$20,589.19

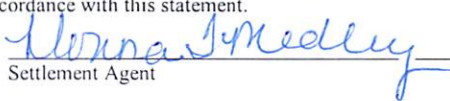
I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of this Settlement Statement.


Page 2

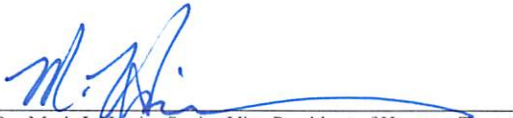
City of La Porte


Corby Alexander, City Manager of City of La Porte, Texas


Richard A. Ambrus as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustees of the Mary Ann Weems GST Exempt Marital Deduction Trust

SETTLEMENT AGENT CERTIFICATION
The 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 _____


F. Carrington Weems, III as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustees of the Mary Ann Weems GST Exempt Marital Deduction Trust

Addendum to HUD Settlement Statement	
Additional Buyers/Borrowers & Sellers	
I have carefully reviewed the HUD-1 Settlement 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.	
Section D – Additional Buyers/Borrowers	Section E – Additional Sellers
	Houston Trust Company, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased
	
	By: Mark J. Herrin, Senior Vice President of Houston Trust Company

SPECIAL WARRANTY DEED

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.

Date:

JANUARY 12th 2023

Grantors:

Richard A. Ambrus, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustee of the Mary Ann Weems GST Exempt Marital Deduction Trust

Address: 16122 SEATTLE ST. JENSENVILLE, TX 77040

F. Carrington Weems, III as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustee of the Mary Ann Weems GST Exempt Marital Deduction Trust

Address: 4205 BALCONES DRIVE AUSTIN TX 78731

Houston Trust Company, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased

Address: 3737 Buffalo Speedway #200, Houston, Texas 77098

Grantee:

CITY OF LA PORTE, TEXAS, a Texas municipal corporation.

Address: 604 W. Fairmont Pkwy., La Porte, TX 77571

Consideration:

Ten (10) dollars cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed.

Conveyance:

Grantor gives and conveys with full intention, all of Grantor's right, title and interest in and to the following described property:

The EAST 109 feet of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, and all of Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31, all in Block 1254, of the TOWN OF LA PORTE, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 60, Pages 112 and 113, of the Deed Records of Harris County, Texas, together with the abandoned alleyway located adjacent thereto, by City Ordinance No. 2004-2708, to which a certified copy of same appears of record under Harris County Clerk's File Number X471213

Warranty: Grantor for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors 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, by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

[illegible]

10-15-1964

(The following information was obtained from the records of the FBI, New York City Office, dated 10/10/68.)

[illegible][illegible]

bioRxiv preprint doi: <https://doi.org/10.1101/2017.09.20.191101>; this version posted September 20, 2017. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

DATE: 11/11/2017 TIME: 11:00 AM

1977: 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 26

[illegible][illegible]

The above is a brief summary of the findings of the study. The full report, which includes a detailed description of the methodology, a complete list of references, and a full discussion of the results, is available in the full report. The full report is available in the full report.

Reservations from and Exception to Conveyance and Warranty: This conveyance is made subject to all and singular the restrictions, conditions, oil, gas, and other mineral reservations, easements, and covenants, if any, applicable to and enforceable against the above-described property as reflected by the records of the county clerk of the aforesaid county.

Ad valorem taxes: Ad valorem taxes for the year 2023 are to be paid by Grantor, prorated through the effective date of this instrument.

[Signature]

Richard A. Ambrus, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustee of the Mary Ann Weems GST Exempt Marital Deduction Trust

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of JANUARY 2023, by Richard A. Ambrus, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustee of the Mary Ann Weems GST Exempt Marital Deduction Trust



[Signature]
Notary Public, State of Texas

[Signature]

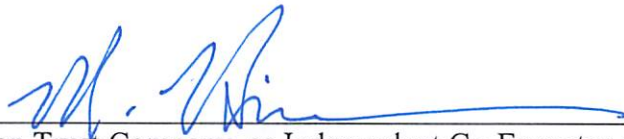
F. Carrington Weems, III, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustee of the Mary Ann Weems GST Exempt Marital Deduction Trust

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of JANUARY 2023, by F. Carrington Weems, III, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustee of the Mary Ann Weems GST Exempt Marital Deduction Trust



[Signature]
Notary Public, State of Texas



Houston Trust Company, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased, by Mark J. Herrin, Senior Vice-President of Houston Trust Company,

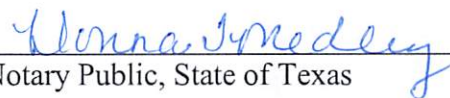
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 12th day of JANUARY 2023, by Mark J. Herrin, Senior Vice-President of Houston Trust Company, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased




Notary Public, State of Texas



LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 32

LOT 31

LOT 30

LOT 29

LOT 28

LOT 27

LOT 26

LOT 25

LOT 24

LOT 23

LOT 22

LOT 21

LOT 20

LOT 19

LOT 18

LOT 17

2.1522 ACRES
(93,750 SQ. FT.)
HEAVILY WOODED

16' ALLEY

N 86°55'12" E 250.00'

S 86°55'12" W 250.00'

375.00'

375.00'

(100' PUBLIC RIGHT-OF-WAY)

SOUTH BROADWAY
(OLD HIGHWAY 146)
(100' PUBLIC RIGHT-OF-WAY)

TROON DRIVE
(60' PUBLIC RIGHT-OF-WAY)

[illegible][illegible]


PROPERTY LIES WITHIN FLOOD ZONE AE (H.1), ACCORDING TO F.R.M. MAP NO. 4809C.0945M, DATE 01-06-2017 BY GRAPHING PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT DESIGNS SHOULD BE CONTACTED. SAYS ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

THE EAST 109 FEET OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16, AND ALL TOWNSHIP 10N, RANGE 18E, COUNTY 22S, TEXAS; COME, BY DEED NO. 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, PAGES 112 AND 113, OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, TOGETHER WITH THE ABANDONED ALLEYWAY LOCATED ADJACENT THERETO, BY CITY ORDINANCE NO. 2004-2708, TO WHICH A CERTIFIED COPY OF SAME APPEARS OF RECORD UNDER HARRIS COUNTY CLERK'S FILE NUMBER X471213.

REVISIONS:

SCALE: 1" = 30'
SHEET 1 OF 1

 **SOUTH TEXAS SURVEYING ASSOCIATES, INC.**
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281-556-6918 FAX 281-556-9331
Firm Number: 10045400

JOB NO: 1923-22

BUYER ADDRESS FORM

GF#: FX2200882

NAME: Corby Alexander, City Manager of City of La Porte, Texas

ADDRESS ✓ 604 W. Fairmont Park

CITY, STATE, ZIP ✓ La Porte, Tx 77571

Corby Alexander WORK PHONE _____
WORK PHONE _____

Corby Alexander CELL PHONE ✓ 281-455-7366
CELL PHONE _____

Corby Alexander EMAIL ADDRESS ✓ alexander@laporte.tx.gov
EMAIL ADDRESS _____

Your Owner's Policy will be emailed to you

WAIVER OF BOUNDARY COVERAGE

The Texas Title Information section in the Commitment for Title Insurance contains additional information as to matters described in the Commitment and as to optional coverage for risks shown in Schedule B of the Commitment, including amendment of the "area and boundary" exception (Survey Coverage) and Minerals and Mineral Rights relating to the T-19.1, T-19.2 and T-19.3 endorsements. Our approach to title insurance is to offer to you the best available coverage. Following this approach, we will include the Survey Coverage and T-19.1 endorsement with your Owner's Policy of Title Insurance unless our underwriting requirements are not met for these coverages, or you give us written indication that you wish to decline them. This is acknowledged and accepted as an addendum to the contract by and between the parties.

 A BUYER ACCEPTS SURVEY COVERAGE

 BUYER ACCEPTS T-19.1 ENDORSEMENTS ON THE OTP

EXECUTED this **January 12, 2023**

BUYER/BORROWER'S SIGNATURE(S):

City of La Porte

Corby Alexander
Corby Alexander, City Manager of City of La Porte, Texas

STATE OF TEXAS
COUNTY OF Harris

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED BEFORE ME, BY Corby Alexander,
City Manager of City of La Porte, Texas, on January 12, 2023



Donna T. Medley
NOTARY PUBLIC STATE OF Texas

SOUTH LAND TITLE, LLC
Title Company Disclosure

GF # FX2200882

BUYER(S): Corby Alexander, City Manager of City of La Porte, Texas

SELLER(S): Richard A. Ambrus, F. Carrington Weems, III as
Independent Co-Executor of the Estate of F. Carrington
Weems, Deceased and as Co-Trustees of the Mary Ann
Weems GST Exempt Marital Deduction Trust, Mark J.
Herrin, Senior Vice President, as Independent Co-Executor
of the Estate of F. Carrington Weems, Deceased

LENDER:

PROPERTY ADDRESS: 0 S. Broadway
La Porte, TX 77571

LEGAL DESCRIPTION:

The EAST 109 feet of Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, and All of
Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31, all in Block 1254, of the
TOWN OF LA PORTE, a subdivision in Harris County, Texas, according to the map or
plat thereof recorded in Volume 60, Pages 112 and 113, of the Deed Records of Harris
County, Texas, together with the abandoned alleyway located adjacent thereto, by City
Ordinance No. 2004-2708, to which a certified copy of same appears of record under
Harris County Clerk's File Number X471213.

By executing this Closing Affidavit, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by SOUTH LAND TITLE, LLC, and affirms the representations made by them to SOUTH LAND TITLE, LLC. Each disclosure and/or representation may jointly benefit SOUTH LAND TITLE, LLC and its title insurance underwriter-in-interest.

Please initial all appropriate paragraphs. Singular reference to "Seller" and "BUYER" includes multiple individuals/entities identified above. Any numbered item not applying to this transaction may be crossed out.

1. **WAIVER OF INSPECTION:** In consideration of the issuance by SOUTH LAND TITLE, LLC 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 SOUTH LAND TITLE, LLC to inspect the Property. BUYER agrees to accept an Owner Policy containing the standard Schedule "B" exceptions. Additionally, exceptions will be taken to matters specific to this property as shown on schedule B of the Title Commitment.:

Since SOUTH LAND TITLE, LLC examines only the record title and does not actually see the Property, BUYER/BORROWER waives inspection of the property by SOUTH LAND TITLE, LLC and accepts the policy subject to the "Rights of Parties in Possession". Within the meaning of this exception, "possession"

shall include open acts or 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, claim, or interest evidenced by a document recorded in the Real Property Records of Harris County, Texas. Buyer/Borrower 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. However, if you refuse to accept an Owner Policy of Title Insurance containing an exception as to "rights of parties in possession", **SOUTH LAND TITLE, LLC** may require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. **SOUTH LAND TITLE, LLC** may make additional exceptions to title which may be included in said Owner Policy of Title Insurance for matters as revealed by such inspection.

BUYER's Initials: LA _____

2. **RECEIPT OF COMMITMENT:** BUYER acknowledges having received and reviewed a copy of the preliminary Title Commitment issued in connection with the above referenced transaction and understands that BUYER'S Owner Policy will contain the exceptions set forth in Schedule "B" of the Commitment, together with any additional exceptions to title resulting from the documents involved in this transaction, any additional exceptions to title resulting from the final search of public records, and any additional exceptions for items shown on Schedule C of the Commitment for Title Insurance which have not been resolved.

BUYER's Initials: LA _____

3. **SURVEY:**

ACCEPTANCE OF SURVEY: BUYER has received and reviewed a copy of the survey of the Property and acknowledges being aware of the following matters(if any) that will appear as exceptions on the owners Policy issued to BUYER by **SOUTH LAND TITLE, LLC**.: Any exceptions listed below are in addition to those matters listed in Schedule "B" of the Commitment for Title Insurance, Schedule "C" of the Commitment for Title Insurance and/or those exceptions described in paragraph 2 above.

BUYER acknowledges receipt of a copy of the survey and accepts the above described matters as exceptions in the policy. **BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS SOUTH LAND TITLE, LLC AND/OR ITS UNDERWRITER AGAINST ALL COSTS, DAMAGES, ATTORNEY'S FEES, EXPENSES AND LIABILITIES, WHICH MAY ARISE IN CONNECTION WITH ALL EXCEPTIONS DETAILED ABOVE.**

BUYER's Initials: LA _____

4. **PROPERTY TAX PRORATIONS:** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and agree that these pro-rations are based either on tax amounts for the preceding year, the sales price or estimates of the appraised value and/or estimated tax rates for the current year, or some other common method of estimation. BUYER and SELLER each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st), they will adjust any matters of re-proration and reimbursement between themselves and that **SOUTH LAND TITLE, LLC** shall have no further liability or obligation with respect to these pro-rations. BUYER AND SELLER agree to indemnify and hold harmless **SOUTH LAND TITLE, LLC** for all costs and/or damages resulting from unpaid taxes, including, but not limited to court costs, and attorney's fees and all expenses and liabilities related thereto.

SELLER warrants and represents that there are no past due taxes owed on the Property other than those collected at closing and if such warranty and representation is untrue, the SELLER will reimburse **SOUTH LAND TITLE, LLC**, on demand, for any sums paid by **SOUTH LAND TITLE, LLC** to pay such taxes, and any related penalty and interest. SELLER recognizes their responsibility for all taxes prior to the date of closing the subject transaction. Should it develop at a later date, that taxes other than those collected at closing are due for prior years, seller agrees to make full settlement to **SOUTH LAND TITLE, LLC**.

TAX EXEMPTIONS: SELLER and BUYER are aware that the above mentioned Property may have an exemption status which has reduced the tax amounts owed on this Property for the last year. This exemption status may include, but is not limited to, homestead exemptions, over sixty-five (65) exemptions, and/or exemptions due to disability. SELLER and BUYER are further aware that **SOUTH LAND TITLE, LLC** has prorated the tax amounts due at closing based on these exemptions, and using last year's tax assessments.

The Texas Property code provides the ability for the Tax Entities to remove these exemptions for the current year if documentation is not provided to continue the exemptions and/or if information is given to remove the exemptions due to lack of eligibility. By signing, SELLER and BUYER are authorizing **SOUTH LAND TITLE, LLC** to prorate the tax amounts due on the above Property in accordance with the procedures as outlined above, and agree to hold **SOUTH LAND TITLE, LLC** harmless from any changes in exemption status which may result in an increase of taxes due for the current year. SELLER and BUYER further agree that any changes resulting in additional taxes due will be adjusted between purchaser and seller, without liability on, or the involvement of **SOUTH LAND TITLE, LLC**.

BUYER's Initials: CA

SELLER's Initials: LCW

5. **TAX RENDITION AND EXEMPTIONS:** Although the HARRIS County Appraisal District 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 HARRIS County Appraisal District 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 the SELLER (e.g., AG, homestead, over-65, etc). **BUYER acknowledges that BUYER will not benefit from the exemption claimed by SELLER for the current year or in the future. It is the BUYER's responsibility to qualify for BUYER's own tax exemptions and to meet any requirements prescribed by the taxing authorities.** BUYER acknowledges and understands these obligations and the fact that **SOUTH LAND TITLE, LLC** assumes no responsibility for future accuracy of the HARRIS County Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

BUYER's Initials: CA

6. **DISBURSEMENT AUTHORIZATION** BUYER AND SELLER hereby authorize **SOUTH LAND TITLE, LLC** to make expenditures and disbursements as shown on the closing statement and approves same for payment. The BUYER acknowledges the receipt of loan funds, if applicable, in an amount shown on the closing statement. **SOUTH LAND TITLE, LLC** may supply a copy of this Statement to any real estate agent or lender involved in this transaction, and BUYER and SELLER acknowledge receipt of a copy of the Statement.

BUYER's Initials: CA

SELLER's Initials: LCW

7. **NO DISGUISED MORTGAGE:** SELLER and BUYER hereby acknowledge that the sale and purchase of the Property is a true arms-length transaction, and there is no agreement or understanding whatsoever that the Property will be re-transferred to Seller at a future date. This transaction in no way may be construed as a "loan of money".

BUYER's Initials: CA

SELLER's Initials: LCW PS

8. **CLOSING DISCLAIMER:** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Prior to closing, any change in possession of the Property shall be at the sole risk of SELLER and BUYER. In the event BUYER takes possession of the Property prior to closing, SELLER and BUYER hereby release **SOUTH LAND TITLE, LLC** of any liability that may occur by reason of delay or failure of the lender to fund the loan. Such release includes, but is not limited to, any loss resulting from the BUYER failing to have or obtain insurance coverage on, or legal title to, the Property.

THIS TRANSACTION IS NOT "CLOSED" UNTIL: 1) all title requirements are completed to the satisfaction of **SOUTH LAND TITLE, LLC**; 2) all necessary documents are properly executed, reviewed, and accepted by the parties to this transaction and by **SOUTH LAND TITLE, LLC**; and 3) all funds are received by South Land Title, LLC, and South Land Title, LLC is in a position to disburse such funds to the parties to whom they are due

BUYER's Initials: CA

SELLER's Initials: LCW PS

9. **ERRORS AND OMISSIONS:** In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of **SOUTH LAND TITLE, LLC**, or to a mutual mistake on the part of **SOUTH LAND TITLE, LLC** and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documentation as **SOUTH LAND TITLE, LLC** may deem necessary to remedy such inaccuracy or misstatement.

BUYER's Initials: CA

SELLER's Initials: LCW PS

10. **ATTORNEY REPRESENTATION AND NOTICE:** BUYER may wish to consult an attorney to discuss the matters shown on Schedules "B" or "C" of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the Title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the Underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy are abstracts of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the Property.

BUYER's Initials: CA

SELLER's Initials: LCW PS

11. **NON-RESIDENT ALIEN:** Seller is not a non-resident alien for purposes of United States Income Taxation.

SELLER's Initials: LCW PS

12. **ELECTRONIC COMMUNICATIONS:** SELLER and BUYER each acknowledge and understand that **SOUTH LAND TITLE, LLC** may send SELLER and BUYER communications by email or other electronic means, and SELLER and BUYER confirm that SELLER and BUYER have the means to access, print and download such communications.

BUYER's Initials: CA _____

SELLER's Initials: LCW AS
WKA

13. **INDEMNITY:** SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS AFFIDAVIT WILLINGLY AND OF THEIR OWN FREE VOLITION, AND HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS **SOUTH LAND TITLE, LLC** ITS TITLE INSURANCE UNDERWRITER, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, EXPENSE, CLAIM, ACTION OR CAUSE OF ACTION ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE DISCLOSURES AND REPRESENTATIONS CONTAINED HEREIN.

BUYER's Initials: CA _____

SELLER's Initials: LCW AS
WKA

EXECUTED this **January 12, 2023**

SELLER'S SIGNATURE(S):

BUYER'S SIGNATURE(S):

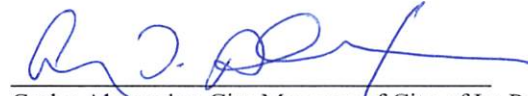


Richard A. Ambrus as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustees of the Mary Ann Weems GST Exempt Marital Deduction Trust




F. Carrington Weems, III as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustees of the Mary Ann Weems GST Exempt Marital Deduction Trust

City of La Porte



Corby Alexander, City Manager of City of La Porte, Texas

Houston Trust Company

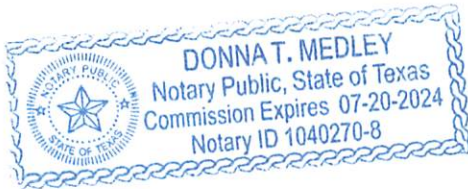


By: Mark J. Herrin, Senior Vice President, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased

THE STATE OF TEXAS §

COUNTY OF Harris §

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED BEFORE ME, BY Richard A. Ambrus, F. Carrington Weems, III as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustees of the Mary Ann Weems GST Exempt Marital Deduction Trust, Mark J. Herrin, Senior Vice President, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased, on January 12, 2023

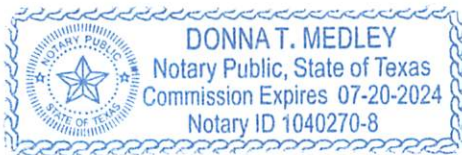


Donna T. Medley
NOTARY PUBLIC STATE OF TEXAS

THE STATE OF TEXAS §

COUNTY OF Harris §

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED BEFORE ME, BY Corby
Alexander, City Manager of City of La Porte, Texas, on January 12, 2023



Donna T. Medley
NOTARY PUBLIC STATE OF TEXAS

Texas

DRIVER LICENSE

USA
TX



License (C-7) 9-4-2019

4d DL 15206949 9 Class C
4a Iss 02/11/2019 4b Exp 01/12/2025
3 DOB 01/12/1975
1 ALEXANDER
2 CORBY DURALA
8 11010 MESQUITE DRIVE
LA PORTE TX 77571
12 Restrictions A
16 Hgt 5'-08" 15 Sex M 18 Eyes BRO
5 DD 04210940125131887583
9a End NONE

booe



AMENDMENT
TO CONTRACT CONCERNING THE PROPERTY AT

Part of Block 1254, La Porte, Tx
(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of financing described in the contract \$ _____
- C. Sales Price (Sum of A and B) \$ _____
- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
- ☐ (3) The date in Paragraph 9 of the contract is changed to _____, 20____.
- ☐ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ _____.
- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, 20____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____, 20____.
- ☐ (9) **Other Modifications:** (Insert only factual statements and business details applicable to this sale.)
- Sellers will be Richard A Ambrus and F Carrington Weems, III, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased and as Co-Trustees of the Mary Ann Weems GST Exempt Marital Deduction Trust, and Mark J. Herrin, Senior Vice President, as Independent Co-Executor of the Estate of F. Carrington Weems, Deceased

Legal description attached as Exhibit "A"

EXECUTED the 12th day of January, 2023. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)




Buyer



Seller

Buyer



Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 39-8. This form replaces TREC No. 39-7.

- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or If Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by SOUTHLAND TITLE CO. (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☐ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☐ (1) Within 30 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title; disclosed on the survey other than Items 6A(1) through (7) above; or disclosed in the Commitment other than Items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 60 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

Initialed for Identification by Buyer JA and Seller J.C.W. 154

TREC NO. 9-15

INITIAL
J.C.W.