
RATTIKIN TITLE

AFFIDAVIT AS TO DEBTS AND LIENS

DATE: DATED AS OF THE JURAT, OR WHEN MORE THAN ONE, THE FIRST COMPLETED JURAT.

RE: PROPERTY (HEREINAFTER CALLED "subject property") fully described in said file:

Tract A:

Lot 1, Block 1, FREEMAN ADDITION, an Addition to the City of Lake Worth, Tarrant County, Texas, according to plat recorded in Cabinet B, Slide 2784, Deed Records of Tarrant County, Texas.

Tract B:

Being two tracts of land situated in the Moses Townsend Survey, Abstract Number 1552, City of Lake Worth, Tarrant County, Texas and more particularly those two certain tracts of land conveyed to Scott Smith by instrument recorded in Probate Cause Number 2010-PR02430-2, Probate Court, Tarrant County, Texas; the description of Tract 1 being contained within the instrument recorded in Volume 3408, Page 39, Deed Records, Tarrant County, Texas and the description of Tract 2 being contained within the instrument recorded in Volume 7008, Page 156, said Deed Records and being more particularly described as follows:

Tract 1:

BEGINNING at a 5/8-inch iron rod set in the north line of the Charbonneau Drive right-of-way (a 60-foot public right-of-way) for the Southwest corner of said Tract 2 and the Southeast corner of the tract herein described, from which a 5/8-inch iron rod found in the north line of said Charbonneau Drive right-of-way for the Southeast corner of said Tract 2 and the Southwest corner of Lot 1A, Block A, Pop Holdings Addition, an addition to the City of Lake Worth as recorded in instrument number D207128188, Official Public Records, Tarrant County, Texas bears N 83° 55' 00" E, a distance of 89.00 feet;

(1) THENCE S 83° 55' 00" W, with the North line of said Charbonneau Drive right-of-way, 75.00 feet to a 5/8-inch iron rod set for the Southwest corner of the tract herein described and the Southeast corner of Lot 1, Block 1, Freeman Addition, an addition to the City of Lake Worth as recorded in Cabinet B, Slide 2784, Plat Records, Tarrant County, Texas;

(2) THENCE N 06° 04' 18" W, departing the North line of said Charbonneau Drive right-of-way, with the common line of said Freeman Addition and the tract herein described, a distance of 155.77 feet (call distance 156.3 feet), to the south line of Lot 1, Block 1, Firebrand Addition, an addition to the City of Lake Worth as recorded in instrument number D208103456, said Official Public Records, for the Northwest corner of the tract herein described and the Northeast corner of said Freeman Addition, from which a 'X' cut in the top of a concrete retaining wall for reference bears N 06°04'18" W, a distance of 7.29 feet;

(3) THENCE N 83° 33' 56" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 51.39 feet to a 'X' found in the top of a concrete

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retaining wall;

(4) THENCE N 84° 05' 48" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 23.61 feet to the Northeast corner of the tract herein described and the Northwest corner of said Tract 2, from which a 5/8-inch iron rod set for reference bears S 06°04'18" E, a distance of 8.00 feet;

(5) THENCE S 06° 04' 18" E, departing the south line of said Firebrand Addition, with the common line of the tract herein described and said Tract 2, a distance of 156.03 feet (call distance 156.3 feet) to the PLACE OF BEGINNING and containing 0.269 acres (11,698 square feet) of land, more or less.

Tract 2:

BEGINNING at a 5/8-inch iron rod found in the North line of the Charbonneau Drive right-of-way (a 60-foot public right-of-way) for the Southwest corner Lot 1A, Block A, Pop Holdings Addition, an addition to the City of Lake Worth as recorded in instrument number D207128188, Official Public Records, Tarrant County, Texas and the Southeast corner of the tract herein described;

(1) THENCE S 83° 55' 00" W, with the north line of said Charbonneau Drive right-of-way a distance of 89.00 feet to a 5/8-inch iron rod set for the Southeast corner of said Tract 1 and the Southwest corner of the tract herein described;

(2) THENCE N 06° 04' 18" W, departing the north line of said Charbonneau Drive right-of-way, with the common line of said Tract 1 and the tract herein described, at a distance of 148.03 feet pass a 5/8-inch iron rod set for reference, in all 156.03 feet (call distance 156.3 feet) to the south line of Lot 1, Block 1, Firebrand Addition, an addition to the City of Lake Worth as recorded in instrument number D208103456, said Official Public Records, for the Northeast corner of said Tract 1 and the Northwest corner of the tract herein described;

(3) THENCE N 84° 05' 48" E, with the common line of said Firebrand Addition and the tract herein described, a distance of 89.00 feet to a 5/8-inch iron rod found for the Southeast corner of said Firebrand Addition, the west most Northwest corner of said, Pop Holdings Addition, and the Northeast corner of the tract herein described;

(4) THENCE S 06° 04' 18" E, with the common line of said Pop Holdings Addition and the tract herein described, a distance of 155.74 feet (call distance 156.3 feet) to the Place of Beginning and containing 0.319 acres (13,874 square feet) of land, more or less.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

AFFIANT is/AFFIANTS are:

- ☐ SELLER(S) of the subject property
- ☐ OWNER(S)/BORROWER(S) of a loan secured by subject property
- ☒ duly authorized Officer/Partner/Joint Venturer of Tarrant County, Texas, which is the:
 - ☒ SELLER of the subject property

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☐ OWNER/BORROWER of a loan secured by subject property;

and each AFFIANT appearing before the respective undersigned authority on the date set forth in the respective Jurat, on oath deposes and says:

RATTIKIN TITLE COMPANY, Agent for CHICAGO TITLE INSURANCE COMPANY, has been requested to handle the closing of the transaction upon subject property and the issuance of one or more title policies. Each AFFIANT is giving this Affidavit with the understanding that RATTIKIN TITLE COMPANY, Agent for CHICAGO TITLE INSURANCE COMPANY, could not and would not issue any title insurance contracts on said property unless each AFFIANT swears to the accuracy of the statements made herein, as follows: IF THE STATEMENTS ARE UNTRUE, PLEASE MARK AN "X" IN THE PARENTHESIS, AND EXPLAIN UNDER NO. 15 ().

1. Affiant certifies that the sale of the above-described property is truly a "sale," and that there is no agreement or understanding whatsoever that said property will be re-transferred to Seller(s) at any future date. Affiant further certifies that said "sale" could not in any way be construed as a "loan of money."
2. The owner(s) of the subject property owe(s) no past due Federal or State taxes, no delinquent Federal assessments presently exist against owner(s), and no Federal or State liens have been filed against owner(s), EXCEPT THOSE UNDER NO. 15 ().
3. No delinquent State, County, City, School District, Water District or other governmental agency taxes are due or owing against subject property, and no tax suit has been filed by any State, County, Municipal, Water District or other governmental agency for taxes levied against subject property. EXCEPT THOSE UNDER NO. 15 ().
4. All labor and material used in the construction of improvements or repairs, if any, on the subject property have been paid for; 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 Materialman's liens against the subject property, unless and except as shown under No. 8 and the lienholder named in No. 12 below.
5. No notices, assessments, or liens of any kind by any city, county, state or federal entity have been filed or come to the attention of AFFIANT, and owner(s) owe(s) no charges for any such, EXCEPT THOSE UNDER NO. 15 ().
6. No homeowners or maintenance association dues, fees, or assessments are due and owing relating to the subject property, EXCEPT THOSE UNDER NO. 15 ().
7. No judgment liens are filed against owner(s), EXCEPT THOSE UNDER NO. 15 ().
8. No suits are pending against owner(s) in Federal or State court, EXCEPT THOSE UNDER NO. 15 ().
9. AFFIANT knows of no adverse claim to the subject property, and so far as AFFIANT knows there are no encroachments or boundary conflicts, EXCEPT THOSE UNDER NO. 15 ().
10. No outstanding home improvement loans are recorded, or unrecorded, EXCEPT THE FOLLOWING:

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11. AFFIANT (or when on behalf of owner, such owner or any legal representative) has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with the sale and/or loan handled in the above numbered file.
12. No unpaid debts exist 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, and no such systems have been purchased on time payment contracts, and no security interests on such property are secured by financing statements, security agreement or otherwise, EXCEPT THE FOLLOWING:

SECURED PARTY	APPROXIMATE AMOUNT
_____	\$ _____
_____	\$ _____

(USE NO. 15 FOR FURTHER EXPLANATION IF NECESSARY)

13. No loans of any kind exist on subject property, EXCEPT THE FOLLOWING:

CREDITOR	APPROXIMATE AMOUNT
NONE	NONE

14. There are no parties occupying, renting, leasing, residing or possessing the Property or any portion thereof, nor is Affiant aware of any parties claiming title to the subject Property or any portion thereof by reason of adverse possession, except the following who do not have an option to purchase or right of first refusal as to the Property (if none, insert 'None' below; otherwise insert 'See Rent Roll attached' below and attach rent roll):

None

15. EXCEPTIONS AND EXPLANATIONS:

16. AFFIANT UNDERSTANDS THAT THE PAYOFF AMOUNT(S) ON LOANS AND LIENS LISTED ABOVE ARE IN ACCORDANCE WITH STATEMENTS GIVEN BY THE SECURED PARTY, AND SHOULD THE SECURED PARTY REQUIRE ANY ADDITIONAL AMOUNT IN ORDER TO RELEASE SAID LOANS, AFFIANT (AND OWNER/BORROWER, IF OWNER/BORROWER IS AN ENTITY) AGREES TO PAY THAT ADDITIONAL AMOUNT AND HOLD ESCROW AGENT AND ITS UNDERWRITER HARMLESS FROM SUCH ADDITIONAL AMOUNT AND ANY OTHER LIEN NOT SPECIFICALLY REFERENCED ABOVE.

Tarrant County, Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was sworn to, subscribed and acknowledged on _____ of _____, 20__ by _____, as _____, of Tarrant County, Texas, on behalf of said government entity.

Notary Public, State of Texas

My commission expires:

(SEAL)