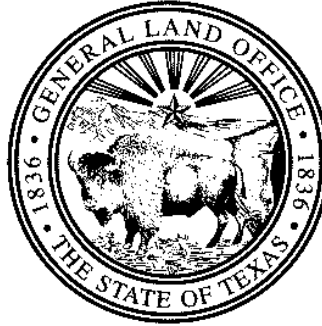


# ATTENTION



## Notice of Program Changes Texas Veterans Land Program

The Texas Veterans Land Program has changed. If your loan application packet date, located at the bottom of the General Information page, is before November 19, 2003, the packet does not reflect the following:

**MINIMUM ACREAGE:** The minimum acreage acceptable by the Board has been reduced from five acres to one acre.

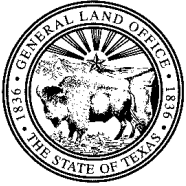
**MAXIMUM LOAN AMOUNT:** The maximum loan amount has been increased to \$60,000.

**DOWN PAYMENT:** The Board no longer accepts down payments or difference money. The down payment and any difference money will be required at closing.

**ELIMINATION OF COUNTY COMMITTEE REPORT:** The County Committee Report is no longer required as part of a completed application.

Please note that a severance MAY NOT be available for smaller tracts.

If you have questions, please contact the Texas Veterans Land Board at 1-800-252-VETS (8387).



## Texas Veterans Land Board

Jerry Patterson, Chairman  
Stephen F. Austin Building  
1700 N. Congress Ave.  
Austin, Texas 78701-1496

P.O. Box 12873  
Austin, Texas 78711-2873  
1-800-252-VETS  
FAX: 512-475-1425  
[www.texasveterans.com](http://www.texasveterans.com)

## General Information on Land Financing Application

Enclosed are the application forms that you will need to purchase land through the Texas Veterans Land Board (VLB). For eligibility information, please see the enclosed brochure or our Web site, [www.texasveterans.com](http://www.texasveterans.com). Please read the enclosed instructions, carefully complete the forms and submit to the VLB. **All loans are subject to credit approval.**

The land program offers eligible Texas veterans the opportunity to obtain financing up to \$60,000 over a 30-year term to purchase at least one acre of land. The VLB will finance the LESSER of: 95% of the land's appraised value, or 95% of the final agreed purchase price. The MAXIMUM loan amount cannot exceed \$60,000. The veteran must have AT LEAST a 5% down payment invested as cash equity in the property.

The veteran must pay the difference between the VLB's net financing amount and the purchase price to the closing agent at closing.

**IMPORTANT NOTICE: You should not enter into any agreement concerning a tract of land that is in conflict with the enclosed contract forms. For example, you should not enter into an Earnest Money Contract or Escrow Agreement with a mandatory closing date of less than 120 days.**

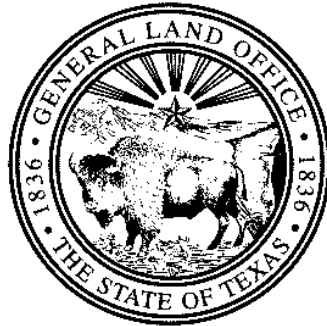
The tract of land must contain a minimum of one acre. If you are submitting an application with a Field Note description, the VLB will require a completed Subdivision Requirements Notice from the county or city officer with jurisdiction to verify that the tract is in compliance with county subdivision requirements.

Some of the typical closing expenses that must be paid by the seller and/or veteran purchaser at closing are:

1. The standard premium for a title insurance policy;
2. A required additional title insurance premium that insures the survey description of the tract (it will be necessary to furnish the title company with an acceptable survey);
3. Surveying costs;
4. All expenses associated with clearing the title to the tract and establishing the status of the mineral estate, including the cost of obtaining copies of instruments in the chain of title (these are normally paid by the seller);
5. Other usual fees of the title company that are standard to real estate transactions,
6. Down payment and any amount in excess of the final VLB loan amount (paid at closing)

If you have any questions, the VLB is available to assist you. Our offices are open Monday through Friday from 7:30 a.m. to 6:00 p.m., or you may call toll free in Texas at 1-800-252-VETS (8387). For assistance outside of Texas, please call 1-512-463-5060. Our Web site address is [www.texasveterans.com](http://www.texasveterans.com).

# ATTENTION

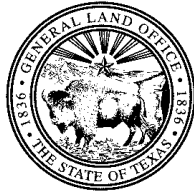


## Loan Applicants and Sellers

Section 403.055 of the Government Code and Section 231.006-7 of the Family Code prohibits issuing state funds or granting state loans to persons who are delinquent in paying child support or other debt owed to the state, such as state taxes or a guaranteed student loan.

If any party to the proposed transaction is subject to these provisions, the loan may not be completed until the delinquent amounts have been paid or the appropriate arrangements have been made. This prohibition extends to any business entity in which the delinquent debtor has at least a 25 percent interest.

# Texas Veterans Land Program



## Checklist

### Texas Veterans Land Board Items

The following items must be submitted to the Texas Veterans Land Board (VLB) to complete the processing of your loan application. An incomplete application packet will cause a delay in processing. For this reason you are encouraged to submit all of the listed items with your Application and Contract of Sale. Check off each item as you assemble your application packet. If your application is not processed to completion, the VLB will refund any unused portion of the fees received by the VLB. Please read the enclosed Texas Veterans Land Program brochure for important information.

#### 1. COMPLETED ORIGINALS OF THE FOLLOWING FORMS:

- Application and Contract of Sale
- Personal Financial Statement, along with a copy of your most recent pay stub or proof of income, 1099 (for retirement income), or complete current tax return (if self employed)
- Information Disclosure Authorization
- Seller's Affidavit
- Real Estate Agent Authorization (if applicable)
- Closing Agent Authorization
- Land Restriction Affidavit
- Subdivision Requirements Notice, or written verification that subject tract is not in violation of current city or county platting requirements

#### 2. LEGAL DESCRIPTIONS (SURVEYS) OF THE TRACT AS FOLLOWS:

(See attached Survey Requirements for VLB Tracts.)

**Please note:** A copy of an existing survey may be used as long as the survey is for the same tract being purchased. If a new survey is required, do not order and submit it until after the loan is approved.

- Field notes description of the tract with Subdivision Requirements Notice (not required with lot and block description)
- Field notes description of an access easement (if the tract is not on a public road)
- Survey plat showing the tract, the access easement, the public road to which the easement connects and all improvements on the property

#### 3. COPY OF ANY PROPERTY OR DEED RESTRICTIONS (usually furnished by the title company)

#### 4. PROOF OF ELIGIBILITY

- Report of Separation (Form DD-214) OR other documentation that proves ALL of the below:
  - a. Home of record at time of entry into military service was Texas, or, if home of record was not Texas, proof of Texas residency for one full year immediately prior to date of application.
  - b. Honorable discharge
  - c. Length of active service

- d. If currently on active duty, a statement on the member's unit letterhead, signed by the unit's commanding officer, attesting to items A through C above.

NOTE: If you do not have a DD-214, and do not know where to apply, contact the VLB at 1-800-252-VETS (8387), and we will mail you a DD-214 Application Request.

5. **DOWN PAYMENT** Down payment of at least five percent (5%) of the purchase price must be paid at closing to the closing agent.
6. **FEES** (paid at time of application)
- \$75.00 Contract Service Fee
  - \$250.00 Appraisal Fee for each noncontiguous tract appraised
7. **DIFFERENCE MONEY**, if applicable. The difference between the final agreed purchase price and the loan amount in the VLB loan commitment must be paid at closing to the closing agent.

**Please Note:** Paragraph 15 of the Application and Contract of Sale requires the seller to provide the buyer and the VLB certain information about the tract. Read Paragraph 15 closely and determine if the property condition will allow for your intended use and the seller has provided you all applicable disclosures. Your closing agent, real estate agent, or city/county officials should be able to guide you and the seller.

**IMPORTANT TAX NOTICE:** Property that is presently under either an open land or agricultural exemption can be assessed rollback taxes upon sale or change in use. Not only is the tax exemption canceled and the taxes raised, but additional taxes and interest for the previous three to five years can also become due. Though you, the purchaser, did not own the land for the previous years, you can be liable for taxes from prior years. Paragraph 4 of the Application and Contract of Sale allows for an agreement between the buyer and the seller to prorate any rollback taxes. You may wish to contact the taxing authorities to determine if the property is presently subject to any exemption and if the present sale will trigger a rollback.

#### **Title Insurance Commitment Request Items**

Please order a title commitment from the closing agent of your choice prior to mailing your application to the VLB. Your application should be mailed to the VLB immediately after you have submitted your request to the closing agent. **Copies** of the following should be submitted to the closing agent:

- Application and Contract of Sale
- Property Description
- Closing Agent Letter
- Notice of Program Changes

Because the seller may not be aware of all of the title exceptions (mineral reservations, land use restrictions, easements, etc.) that affect the tract, you should obtain and review a copy of the Owner's Title Insurance Commitment prior to the final closing of the transaction. You should also review any revisions or updates to that Owner's Title Insurance Commitment.

# VETERANS LAND PROGRAM OF THE STATE OF TEXAS



## APPLICATION AND CONTRACT OF SALE

(Please Type or Print)

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

### 1. PARTIES

The parties to this contract are:

(A) VETERAN-PURCHASER \_\_\_\_\_

Veteran's Spouse \_\_\_\_\_  
(only if joining veteran as co-buyer)

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

(B) and SELLER \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

In this contract, the veteran-purchaser, and spouse if applicable, shall be referred to as "Buyer," and the Texas Veterans Land Board shall be referred to as the "VLB." (See paragraph 13.)

### 2. TRACT

In this contract the word "property" or "tract" shall refer to that certain parcel(s) of land containing \_\_\_\_\_ gross acres (\_\_\_\_\_ net acres AFTER SUBTRACTING any inundated or submerged or otherwise unusable acreage), situated in \_\_\_\_\_ County, Texas, part of the \_\_\_\_\_ (Survey Name), being approximately \_\_\_\_\_ miles from \_\_\_\_\_, Texas (the county seat). **A metes and bounds description more fully identifying this tract is attached as EXHIBIT A to this contract or, if applicable: Lot# \_\_\_\_\_, Block# \_\_\_\_\_, of the \_\_\_\_\_ Subdivision, as shown on the plat recorded in \_\_\_\_\_ of the map or plat records of said county. NOTE: To be eligible the tract must contain a minimum of one acre. "Flag pole" shaped tracts must contain 1.0 acres in the main body of the tract, and the "pole" portion must be usable by a standard automobile in inclement weather.**

3. PURCHASE PRICE ,  
DOWN PAYMENT,  
FEES,  
LOAN TERM

(A) The Seller agrees to accept \$ \_\_\_\_\_ cash at closing as the full purchase price for the tract, in exchange for which the seller agrees to deliver a general warranty deed, acceptable to the VLB, for the tract. The Buyer agrees to forward this contract to the VLB and a copy to the closing agent, and:

- Pay to the closing agent a down payment of \$ \_\_\_\_\_, being at least 5% of the purchase price.
- Pay to the VLB its fees for processing and closing the Buyer's loan application (in the amount set forth in the VLB's rules on the date this contract is received by the VLB).

(B) The consideration to support this contract is found in the mutual promises made by Seller and Buyer and the sum of \$1.00 cash in hand paid to the Seller, the receipt and sufficiency of which is acknowledged.

(C) If the purchase price exceeds the maximum amount of the loan, Buyer agrees to pay, in cash, the amount in excess of the maximum loan. Buyer shall deposit this amount with the closing agent, and it shall be paid to the Seller at closing as part of the purchase price. ("Loan" as used in this application refers to the financing provided by the VLB.)

(D) If this contract is canceled, the closing agent will refund to the Buyer the down payment and the unused portion of all fees deposited with the closing agent.

(E) The term of the loan from the VLB to the Buyer will be for 30 years.

4. TAXES

Seller shall furnish, at closing, tax certificates showing that all taxes on the property for all prior years have been paid. Seller affirms that the tract \_\_\_\_\_ (is/is not) currently taxed at a lower rate because of its use. Buyer understands that if the property is currently taxed at a lower rate because of its use, this sale or the subsequent change in use of the property **may in the future** cause additional taxes ("rollback taxes") to be assessed for years prior to the date of this sale. **The payment of taxes for the current year and any rollback taxes that may be assessed in the future shall be the responsibility of the Buyer, unless (a) below is checked and the prorated amount agreed to is collected at closing.**

Buyer and Seller agree to prorate all taxes for the current year at closing. If the property is currently taxed at a lower value or rate because of its use, Buyer and Seller agree to:

(A)  change the tax status of the property and pay rollback taxes at closing as they shall agree in writing, or,

(B)  continue the present tax status of the property with the Buyer liable for future rollback taxes.

5. IMPROVEMENTS AND OTHER CONDITIONS The following buildings and/or permanent improvements shall be on the tract on the date of the VLB's appraisal and shall be conveyed with the tract. Other conditions affecting the transaction are as follows (list ALL conditions concerning roadway constructions, utilities and the date by which each will be satisfied):

\_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed, attach an EXHIBIT B to this contract fully describing all conditions, etc.)

6. RESERVATIONS AND EXCEPTIONS Seller and Buyer agree that the tract is subject to all reservations and exceptions of record in the county clerk's office of the county in which the land tract is located. ADDITIONAL restrictions, reservations or easements are as follows:

\_\_\_\_\_  
\_\_\_\_\_

7. ACCESS The Seller represents that (**Seller must initial one box**):

( ) the tract DOES directly abut or connect to a public road (that is; any dedicated public roadway, designated county road, state or federal highway, or city street).

( ) the tract does NOT abut or connect to a public road (that is; any dedicated public roadway, designated county road, state or federal highway, or city street) and Seller shall convey a perpetual easement that provides access from the tract to a public road. The parties shall provide the VLB a plat showing the relative locations of the tract, the easement and the public road, together with a metes and bounds description of the easement. The plat and description shall be prepared by a Registered Professional Land Surveyor. The Seller shall convey the easement by General Warranty Deed together with the tract. The easement shall be included in the Title Insurance Policy. The easement shall be usable by a standard automobile in inclement weather. The easement shall be at least as wide as the county currently requires for the dedication of roadways for maintenance at public expense, but in the event no requirement exists, said easement shall be at least sixty (60) feet in width.

The VLB's decision as to what constitutes a "public road" shall be final and binding on Buyer and Seller.

8. SURVEY The VLB shall be furnished a plat and a metes and bounds description of the property prepared by a Registered Professional Land Surveyor at the expense of \_\_\_\_\_ (Buyer/Seller). The plat and description shall conform to the survey requirements of the VLB and to the requirements of the title company issuing the policy, as set forth in Paragraph 10 of this contract. The VLB will examine the plat and descriptions for sufficiency, and the VLB's computation of acreage shall override any contrary computation. An appropriate lot and block description should be submitted rather than metes and bounds description for each individual tract in a recorded subdivision if: (A) a certified copy of the recorded subdivision plat is furnished to the Buyer and the VLB, and (B) the VLB approves the plat as an acceptable substitute. Under certain conditions, a plat showing a



current survey of a subdivision tract may be required. The surveyor's seal and original signature must appear on all plats and descriptions, together with written certification that the survey was done on the ground. Access by easement or other means must be shown and described as provided for in Paragraph 7 above.

9. APPRAISAL  
AND  
COMMITMENT

The VLB will appraise the property and notify the Buyer and Seller by a letter of commitment of the amount the VLB will invest (which shall be referred to as the "commitment amount"). This letter shall also state the conditions under which the VLB would accept title, which is hereby incorporated by reference herein. The commitment amount shall not exceed the LESSER of: 95% of the land's appraised value, or 95% of the final agreed purchase price. The MAXIMUM loan amount cannot exceed \$60,000. The veteran must have AT LEAST a 5% down payment invested as cash equity in the property.

10. TITLE  
INSURANCE

Within thirty (30) days from the issuance of the VLB's letter of commitment, the closing agent shall deliver to the VLB and Buyer an owner's title insurance commitment showing the property to be insured as (A) the tract described in Paragraph 2 of this contract, and (B) the access easement described in Paragraph 7 of this contract if the tract does not abut a public road. The owner's title insurance commitment shall make no exception to access. The parties also agree to furnish the VLB an updated owner's title insurance commitment at closing with schedule B Item 2 amended to read "shortages in area" only, and the \_\_\_\_\_ (Seller/Buyer) agrees to pay the required premium to have the owner's title insurance policy issued upon closing. Notwithstanding any other provision hereof, it is agreed and understood that this contract may be terminated by the Buyer if title defects are not remedied prior to closing.

11. WARRANTY  
DEED

The Seller will receive the purchase price recited above, in cash or certified funds, at closing, less all appropriate closing costs and other adjustments simultaneously with delivery by Seller of a General Warranty Deed to the tract.

12. CANCELING  
CONTRACT

(A) Notwithstanding any other provisions of this contract to the contrary, if the appraised value as determined by the VLB is less than the purchase price, Buyer may cancel this contract. Notice of cancellation must be submitted in writing to the Seller and the VLB within thirty (30) days of the issuance of the letter of commitment (Paragraph 9). The contract shall be canceled immediately upon the VLB's receipt of this written notice. If the VLB does not receive a cancellation notice or an amendment to the contract within this thirty-(30) day period, Buyer waives this right and agrees to pay at closing the difference between the commitment amount and the purchase price.

(B) At any time, both parties may mutually agree to close this transaction or to cancel this contract. Notice of cancellation must be submitted to the VLB in writing by both parties, and the cancellation shall be effective immediately upon receipt of this notice by the VLB.

(C) After ninety (90) days from the date of this contract either the Buyer or Seller may set a date for closing this transaction. Written notice of setting this date must be given to the VLB, the closing agent, and the other party. This date must be not less than 30 days after the written notice is mailed. If the transaction fails to close by the closing date, then the party setting the date

may cancel the transaction by providing written notice of cancellation to the other party and the VLB. Cancellation of this contract shall become effective upon receipt of said cancellation notice by all parties.

- (D) This contract shall remain in full force until the cancellation shall be effective, and Buyer and Seller are bound by the terms of this contract. Rights and remedies of the parties include, but are not limited to, actions for damages and/or specific performance of the contract.
- (E) If, for any reason, the VLB determines that the Buyer or this transaction does not qualify under the Texas Veterans Land Program, then this contract shall be of no further force or effect.

13. ASSIGNMENT  
OF  
CONTRACT

- (A) The Seller understands that the Buyer is applying for a Texas Veterans Land Program loan as described in Chapter 161 of the Texas Natural Resources Code. Seller agrees that Buyer may assign Buyer's interest in this contract to the VLB. Buyer and Seller understand that any changes to the printed terms of this contract or any alteration thereof may disqualify this transaction from approval under the rules, regulations and laws governing the Texas Veterans Land Program. In such event the parties shall have the option of deleting such changes or having the contract cancelled by the VLB under the provision of Paragraph 12(E). Furthermore, Seller agrees to comply with all reasonable requests made by the VLB to facilitate Buyer's loan application. The filing of this contract with the VLB as a loan application constitutes Buyer's request that the VLB accept the assignment of this contract. The issuance by VLB of its part of the purchase money for the tract to the closing agent constitutes the VLB's conditional acceptance of the assignment of this contract, provided this contract is in full force and effect at the time of issuance, and the contract is not later cancelled by the Buyer.
- (B) Buyer and Seller agree and understand that the VLB may, in its sole discretion and without liability, refuse to accept an assignment of this contract or revoke its acceptance of the assignment of this contract for any reason at any time prior to the acceptance of title to the tract by the VLB. It is agreed and understood by the parties that the VLB shall have no liability or responsibility for breach of this contract by either the Buyer or Seller and that the VLB shall not be a party to any litigation which is initiated before title to the tract is accepted by the VLB.
- (C) Regardless of any provision in this contract to the contrary, the Buyer may, at any time during which this contract is in force, elect to revoke the assignment to the VLB and perform this contract without the participation of the VLB. The Buyer must give written notice of this intention to the Seller and the VLB.
- (D) After the VLB takes title to the tract, it shall be sold to Buyer by Contract of Sale and Purchase on terms and conditions specified by the VLB. The contract shall be amortized for monthly installments over 30 years at an interest rate set by the VLB. Buyer understands that the Buyer may not transfer his interest in the Contract for Sale and Purchase for three (3) years, except in the event the Buyer dies or becomes financially incapable of making payments. The Buyer understands that no interest in the tract may be sold or conveyed at any time by Buyer without the VLB's express written authorization

and that the loan interest rate is subject to change upon approval of a transfer of the loan.

14. OTHER PROVISIONS

- (A) Seller agrees that if loss or damage to the tract occurs before the Seller's deed is accepted, the Buyer may, without liability to the Seller, cancel this contract. In the alternative, Buyer may choose to complete the purchase with an agreed adjustment of the purchase price.
- (B) Buyer represents that: Buyer is a qualified veteran under the provisions of the Veterans Land Act; Buyer is purchasing the tract for Buyer and that no other person or entity has or will have any financial or other interest in this purchase, either directly or indirectly, except for community property rights of the Buyer's spouse; neither Buyer nor Buyer's spouse has owned any interest in the tract within the past three years; Buyer will personally pay the required down payment, difference money (if applicable) and all required fees.

15. DISCLOSURES

- (A) Seller and Buyer understand that state law may make a contract **voidable by the Buyer** if the Seller fails to make certain explicit, written disclosures to the Buyer (e.g., assessments by water districts). In order to protect its investment in the tract, the VLB will not accept an assignment of this contract until the VLB is assured that all such disclosures have been made by the Seller and accepted by the Buyer. Therefore, in order to protect the position of the VLB, to fulfill the requirements of the law, and to secure the financing from the VLB anticipated by this contract, the Seller agrees to obtain from the Buyer, at Seller's sole expense, written acceptances of all such disclosure statements. These acceptances shall be in recordable form and shall be furnished to the VLB prior to closing.
- (B) In some areas of the state, geographically specific governmental requirements may directly affect the suitability of the tract for the purposes intended by the Buyer (e.g., water pollution abatement requirements for land located in the recharge zone of the Edward's Aquifer, local governmental platting requirements for home construction, conditions for obtaining septic permits). Both Seller and Buyer agree that **the VLB shall have no obligation to determine that the tract is suitable for the Buyer's intended purposes.**
- (C) Seller agrees to assist Buyer in determining that the tract is suitable for Buyer's intended purposes and shall disclose to Buyer all information Seller possesses which is reasonably relevant to Buyer's intended purposes.

The effective date of this contract is: \_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Co-Buyer

**NOTARY ACKNOWLEDGEMENTS (REQUIRED)**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_  
Seller (print)

(if necessary) on behalf of \_\_\_\_\_ . Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_  
Seller (print)

(if necessary) on behalf of \_\_\_\_\_ . Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_  
Seller (print)

(if necessary) on behalf of \_\_\_\_\_ . Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_  
Buyer (print)

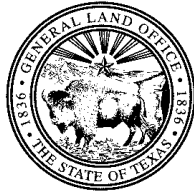
(if necessary) on behalf of \_\_\_\_\_ . Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_  
Co-Buyer (print)

(if necessary) on behalf of \_\_\_\_\_ . Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# Texas Veterans Land Program



## Personal Financial Statement

Please type or print.

As of \_\_\_\_\_  
Date

VETERAN INFORMATION	SPOUSE INFORMATION
<p>Name _____</p> <p>Home Address _____</p> <p>_____</p> <p><i>If at current address less than one year, provide previous address.</i></p> <p>Home Address _____</p> <p>_____</p> <p>Home Phone _____</p> <p>Soc. Sec.# _____ Date of Birth _____</p> <p>Driver's License # _____ State _____</p> <p>No. of Dependents _____</p> <p>Position or Occupation _____</p> <p>Length of Employment _____</p> <p>Business Name _____</p> <p>Business Address _____</p> <p>_____</p> <p>Business Phone _____</p>	<p><b>Required even if spouse is not included as co-borrower.</b></p> <p>Name _____</p> <p>Home Address _____</p> <p>_____</p> <p>Home Phone _____</p> <p>Soc. Sec.# _____ Date of Birth _____</p> <p>Driver's License # _____ State _____</p> <p style="text-align: center;"><i>Not required unless spouse is the co-borrower</i></p> <p>No. of Dependents _____</p> <p>Position or Occupation _____</p> <p>Length of Employment _____</p> <p>Business Name _____</p> <p>Business Address _____</p> <p>_____</p> <p>Business Phone _____</p>

PREVIOUS EMPLOYMENT				
<i>If employed in current position less than two years, complete the following:</i>				
Previous Employer	City/State	Position/Title	Date From/To	Yearly Income
				\$

**ANNUAL INCOME**

*Verify ALL income listed below by attaching a copy of the most recent paycheck stub and/or 1099 (if self-employed, attach a copy of your most recent tax return including all schedules).*

Item	Assignee	Spouse	Total
Gross Salary(ies)	\$	\$	\$
Social Security/Retirement/Pension			
Disability/VA			
Interest/Dividend			
Rental Income			
Other: Specify child support, alimony, etc.			
<b>TOTAL</b>	\$	\$	\$

**DEBTS**

*List all fixed obligations, installment accounts, debts to banks, revolving charge accounts, etc. If more space is needed, list additional debts on separate page.*

To Whom Indebted (Name) City/State	Account No.	Monthly Payment	Balance
Auto			
House Payments or Rent			

**CASH IN BANKS AND OTHER INSTITUTIONS**

Name and Location	Account No.	Type Acct. Checking/Savings	Balance

Closest relative, not living with you \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ I have never purchased a tract under said program as a veteran.

\_\_\_\_\_ I have previously purchased a tract under said program as a veteran. My account number was \_\_\_\_\_, and this account was paid in full on \_\_\_\_\_.

The information contained in this statement is provided for the purpose of obtaining or maintaining credit on behalf of the undersigned or for the guarantee of debt by the undersigned. Each undersigned understands that the Texas Veterans Land Board (VLB) is relying on the information provided herein to approve this loan. Each undersigned represents and warrants that the information provided is true and complete and that the VLB may consider this statement as continuing to be true and correct until a written notice of a change is given to the VLB by the undersigned. I/We authorize the VLB to make all inquiries deemed necessary to verify the accuracy of the statements made herein and to determine my/our creditworthiness.

Signature  
(Veteran) \_\_\_\_\_

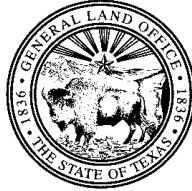
Signature  
(Spouse) \_\_\_\_\_

### VOLUNTARY

The following information is requested for statistical purposes only. We ask that you provide as much information as possible. Please check each appropriate box.

<b>Sex</b>		<b>Ethnicity</b>		<b>Annual Income (Veteran Only)</b>
<input type="checkbox"/> Male	<input type="checkbox"/> Female	W <input type="checkbox"/> White (Caucasian)		\$ _____
		B <input type="checkbox"/> Black		
		H <input type="checkbox"/> Hispanic		
		P <input type="checkbox"/> Asian/Pacific Islander		
		I <input type="checkbox"/> American Indian/Native American		
		O <input type="checkbox"/> Other (Specify)		
<b>Era</b>				
<input type="checkbox"/> WWII				
<input type="checkbox"/> Korean				
<input type="checkbox"/> Vietnam				
<input type="checkbox"/> Desert Storm				
<input type="checkbox"/> Operation Enduring Freedom (Afghanistan)				
<input type="checkbox"/> Operation Iraqi Freedom (Iraq)				
<input type="checkbox"/> Peacetime				
<input type="checkbox"/> Other				

# Texas Veterans Land Program



## Information Disclosure Authorization

To Whom It May Concern:

I/We hereby authorize you to release to the Texas Veterans Land Board or its assignees the following information for the purpose of verifying:

- Employment history: dates, title, income, hours, etc.
- Banking and savings accounts of record
- Mortgage loan rating(s), balances, etc.
- Direct loan rating(s) or revolving charge accounts
- Any information deemed necessary in connection with a Consumer Credit Report for transactions which involve real estate

This information is for confidential use in compiling a credit file for a land loan.

A photographic or carbon copy of this authorization [being a valid copy of the signature(s) of the undersigned] may be deemed to be the equivalent of the original and may be used as a duplicate original.

Your prompt reply will help expedite my real estate transaction.

Thank you,

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Co-Borrower's Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Please feel free to contact me at my place of employment.

Borrower

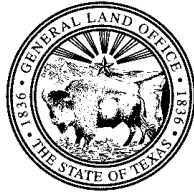
Co-Borrower

Yes     No

Yes     No



# Texas Veterans Land Program



## Seller's Affidavit

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority in and for said county and state, on this day personally appeared the undersigned who under oath made the following statements:

### PLEASE COMPLETE ALL BLANKS

- (1) I, \_\_\_\_\_  
(complete legal name of seller, type of entity, state of organization, and the capacity of the person signing, e.g. president, general partner, manager, etc.), am selling a tract of land containing \_\_\_\_\_ acres, out of the \_\_\_\_\_ Survey, in \_\_\_\_\_ County, Texas, as described in the Application and Contract of Sale with \_\_\_\_\_, the veteran purchaser. If the tract is a "flag pole" tract, the main body of the tract (excluding the "pole" portion) must contain at least one (1) acre.
- (2) The tract is all or part of \_\_\_\_\_ acres that I bought from \_\_\_\_\_ on \_\_\_\_\_, for a total price of \$\_\_\_\_\_. This transaction is recorded in Vol. \_\_\_\_\_, page(s) \_\_\_\_\_ of the Deed Records of said County.
- I bought the tract under the Texas Veterans Land Program, Account #\_\_\_\_\_. I wish to  
 pay my account in full.  sever this tract for resale.
- I did not buy the tract under the Texas Veterans Land Program.
- (3) If there is an existing lease on the land, it is for the term of \_\_\_\_\_ years, with a rental of \$\_\_\_\_\_ per year, and is made with \_\_\_\_\_. The terms of the lease are \_\_\_\_\_.
- (4) This land is located \_\_\_\_\_ miles from (name of nearest town) \_\_\_\_\_ and has the following improvements: \_\_\_\_\_
- \_\_\_\_\_
- (5) This land is now being used for the following purpose: \_\_\_\_\_
- \_\_\_\_\_
- (6)  This tract is on a "public road," with \_\_\_\_\_ feet of frontage that meets or exceeds the minimum legal requirement. (The term public road means any dedicated public roadway, designated county road, state or federal highway, or city street.)
- This tract is not on a public road, and I am furnishing a surveyor's description of an access easement that meets the county's width requirement of \_\_\_\_\_ feet.
- (7) Physical access to the tract, including easements or fee simple access strips to the main body of a "flag pole" tract, is passable by a passenger vehicle in inclement weather.
- (8) I have previously sold land through the Texas Veterans Land Board under the following names: \_\_\_\_\_
- \_\_\_\_\_

(9) I am not in any manner or method making the down payment to the Board on behalf of the veteran. There is no agreement or contract of any nature for the veteran to transfer, sell, or convey the property to me at any time in the future. There is no lease arrangement between the veteran and me EXCEPT FOR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: All Sellers are required to sign this document before a notary.

Seller's Signature		City/State/Zip
Telephone Number		
Home: (    )		Work: (    )
Social Security Number	Federal Tax ID Number (if applicable)	Charter Number (if applicable)
<input type="checkbox"/> Single <input type="checkbox"/> Married    Spouse's Full Name (print) _____ <input type="checkbox"/> Spouse need not join as I own, occupy and claim other property as my homestead. <input type="checkbox"/> Widow <input type="checkbox"/> Widower		

If married and spouse is not in title, please complete "Homestead" box above.

SWORN TO AND SUBSCRIBED BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Texas

Seller's Signature		City/State/Zip
Telephone Number		
Home: (    )		Work: (    )
Social Security Number	Federal Tax ID Number (if applicable)	Charter Number (if applicable)
<input type="checkbox"/> Single <input type="checkbox"/> Married    Spouse's Full Name (print) _____ <input type="checkbox"/> Spouse need not join as I own, occupy and claim other property as my homestead. <input type="checkbox"/> Widow <input type="checkbox"/> Widower		

If married and spouse is not in title, please complete "Homestead" box above.

SWORN TO AND SUBSCRIBED BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Texas

Seller's Signature		City/State/Zip
Telephone Number		
Home: (      )		Work: (      )
Social Security Number	Federal Tax ID Number (if applicable)	Charter Number (if applicable)
<input type="checkbox"/> Single <input type="checkbox"/> Married    Spouse's Full Name (print) _____ <input type="checkbox"/> Spouse need not join as I own, occupy and claim other property as my homestead. <input type="checkbox"/> Widow <input type="checkbox"/> Widower		

If married and spouse is not in title, please complete "Homestead" box above.

SWORN TO AND SUBSCRIBED BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Texas

Note: If Seller is a corporation, partnership, limited partnership, limited liability company, limited liability partnership, joint venture, trust, estate, or the like, Seller must furnish a federal employer's I.D. number and charter number. Principals of a partnership must also include social security numbers. Partnerships and joint ventures must furnish at least two (2) principals' social security numbers and federal I.D. numbers. All such Sellers must also provide the VLB with appropriate documentation indicating who has the authority to execute a conveyance of the subject property on behalf of the selling entity. ALL TRUSTS MUST PROVIDE A COPY OF TRUST AGREEMENTS.

# Texas Veterans Land Program



## Real Estate Agent Authorization

*At times, transactions are monitored for the seller and/or veteran by a real estate agent. Should that be the case with this transaction, the following information concerning an agent is required. Copies of all Texas Veterans Land Board (VLB) correspondence will be sent to this designee.*

**Please Print**

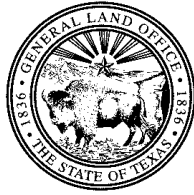
Agency Name	
Representative	
Mailing Address	
Physical Address	
City, State, Zip	
Telephone Number (with Area Code)	Fax Number (with Area Code)
State License Number	

I, \_\_\_\_\_, authorize the above-named agent to receive copies of all VLB correspondence involving my transaction.

Signature \_\_\_\_\_  
Seller/Veteran

Date \_\_\_\_\_

# Texas Veterans Land Program



## Closing Agent Authorization

*If you have a preference of a title company or an attorney to handle the closing of this transaction, please indicate below.*

**Please Print**

Attorney or Title Company	
Contact Person	
Mailing Address	
Physical Address	
City, State, Zip	
Telephone Number (with Area Code)	Fax Number (with Area Code)

Note: If no choice is made, the Texas Veterans Land Board (VLB) will select a title company when the appraisal assignment is made. Please check the box below to indicate you want the VLB to select a title company when the appraisal assignment is made.

- Please assign title company.
- Please mark this box and provide the name of the closing agent's overnight delivery carrier and account number if, at your expense, you want to have the closing documents sent overnight to the closing agent when they are completed.

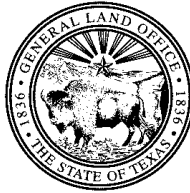
Carrier: \_\_\_\_\_

Account Number: \_\_\_\_\_

Signature \_\_\_\_\_  
Seller

Date \_\_\_\_\_

# Texas Veterans Land Program



## Land Restriction Affidavit

### Instructions for the Veteran Purchaser

*Land sold in smaller tracts, particularly in subdivisions, is often subject to limitations on use or activities. For example, homes must be of a minimum size, hunting or the raising of livestock may be prohibited, or the owner must contribute to a fund to maintain roads and common areas or pay dues to a Property or Homeowners' Association. If you buy land subject to covenants or restrictions, you will be responsible for complying with them, whether you knew about them or not. Before completing this form, please be sure you have read and understand any covenants or restrictions affecting the land you intend to purchase.*

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority in and for said county and state, on this day personally appeared the undersigned who under oath made the following statements:

My name is \_\_\_\_\_ (the "Buyer"), and I have made application for a loan from the Texas Veterans Land Board (the "VLB") in order to purchase a tract of land containing \_\_\_\_\_ acres in \_\_\_\_\_ County, Texas. I understand that this tract is now or may become subject to local ordinance and/or covenants or restrictions that affect and control and may prohibit the division of property into smaller tracts.

I understand that during the term of my loan with the VLB, the VLB holds title to the land and if I desire to finance the construction of any improvements (a home, etc.) on the land, title to the building site must first be severed and deeded to me to create a valid mortgage lien. However, I understand that this would be a division of the land, which may violate the ordinances and/or covenants or restrictions. Therefore, I understand that the VLB may not be able to sever a portion of the tract or grant any partial release or conveyance of any kind, and I may have to pay off my loan with the VLB in full if I wish to finance the construction of any improvements. I acknowledge that this results from the enforcement of the ordinances and/or covenants or restrictions and not from any policy or requirement of the VLB. In addition, I understand that the VLB may not be able to sever a portion of the tract for other reasons.

I agree to indemnify the VLB and accept full responsibility for any violation or alleged violation of the ordinances and/or covenants or restrictions relating to the land I am purchasing. In addition, in the event that the ordinances and/or covenants or restrictions provide for any assessments of any kind for membership in a Property or Homeowners' Association, or for maintaining roads, or other areas in the subdivision, etc., I further agree to indemnify the VLB and accept all responsibility for the timely payment of such assessments.

I understand that my failure to protect the VLB from enforcement of the ordinances and/or covenants or restrictions can result in the forfeiture of my loan and the loss of all payments I have made as well as the land itself.

Signature: \_\_\_\_\_  
Buyer

SWORN TO AND SUBSCRIBED BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County, Texas

# Texas Veterans Land Program



## Subdivision Requirements Notice

*To the appropriate county or city official: Please complete this form and return it to the Texas Veterans Land Board with an official seal or with a cover letter on your letterhead.*

Officer: \_\_\_\_\_ City/County: \_\_\_\_\_

Title : \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Land: \_\_\_\_\_ acres in the \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_

The Texas Veterans Land Board (VLB) has been asked to finance the purchase of this land. Because the land is not in a recorded subdivision, the VLB wants to ensure that the transaction complies with city/county requirements and that the tract will be eligible for public services such as utility connections, building permits and septic system permits. Please review the field notes and plat for the referenced tract and complete this form on behalf of the city/county. Please mark the appropriate paragraph.

- The proposed transaction is **not** in violation of the city/county subdivision regulations. It is in compliance or it falls under an exception. The purchaser **will not** have a problem obtaining services from the city/county.
- The city/county cannot render an opinion as to whether the transaction is or is not in violation of the city/county subdivision regulations because of insufficient documentation. However, the purchaser **will not** have a problem obtaining public services from the city/county.
- The proposed transaction **is** in violation of the city/county subdivision requirements. Because the transaction does not comply with city/county requirements, the purchaser **will be unable** to obtain services from the city/county.
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

City/County  
Seal

Date: \_\_\_\_\_

Return to:  
Texas Veterans Land Board  
P.O. Box 12873  
Austin, Texas 78711-2873

# Texas Veterans Land Program



## Survey Requirements for Texas Veterans Land Board Tracts

**SELLER OR VETERAN: GIVE THIS INFORMATION TO THE SURVEYOR AS SOON AS POSSIBLE.**

**NOTICE TO SURVEYORS:** Any survey plat or metes and bounds description furnished for use in a Texas Veterans Land Board (VLB) transaction must have, upon the face of the document, a license from the surveyor to the VLB and the veteran purchaser to copy and use the field notes in that transaction and in any future transaction involving the surveyed property and the veteran or the VLB.

**NOTICE TO VETERANS, SELLERS AND REAL ESTATE AGENTS:** Texas law provides that the owner of a tract of land may be required to have a subdivision plat of the property prepared and recorded if they are dividing the land. Therefore you must check with the proper authority responsible for interpreting the city/county subdivision regulations. If platting is required, the VLB must be provided with a certified copy of the final approved recorded plat. If platting is not required, the VLB must be furnished with the completed Subdivision Requirements Notice (VLB form) from the city/county stating that the property is not in violation of their subdivision requirements.

**DESCRIPTIONS** Land to be purchased through the Texas Veterans Land Program other than in a recorded subdivision must be described by metes and bounds. See Subdivision Tracts (page 2). In order to be legally sufficient, the description must contain the following:

- A *general* description that:
  - specifies the county and the original land survey(s) or land grant(s) [with abstract number(s)] in which the land is situated, as well as the acreage in the tract (and the approximate acreage in each separate abstract).
  - contains references by volume and page to the appropriate recorded instruments of conveyance in the public records that contain a description of the parent tract from which the new tract is being severed or a previous conveyance of the subject tract if it constitutes the same tract.
  - references, by volume and page, to other pertinent instruments in the chain of title such as recorded boundary agreements, plats, subdivisions, abutting public roads, access easements, utility easements and other similar applicable information of record.
- A **specific description** that:
  - describes the perimeter of the tract by specific courses and distances.
  - contains one or more ties to the lines and corners of the parent tract and, if possible, to a corner of the original survey.
  - additionally identifies the land by calls for presently existing bounds such as trees, fences, natural objects, monuments (differentiating between those found and those set), and the boundaries of adjacent properties.
  - describes connection with and ties to existing or proposed access, including appropriate deed references to documents creating the access and the nature and/or designation of the abutting access.

**GROUND SURVEY** The VLB requires that:

- It be furnished a plat and metes and bounds description of the land based upon a ground survey prepared by a Registered Professional Land Surveyor which bears the **SURVEYOR'S SEAL AND ORIGINAL SIGNATURE**. In addition to other items required herein, all information required in the metes and bounds description and all matters pertaining to easements and access must be reflected on the survey plat.
- Any field notes or survey plat prepared for and used in any Veterans Land Board transaction must have, upon the face of the document, a license from the surveyor to the VLB and the veteran purchaser to copy and use the field notes in that transaction and in any future transaction involving the surveyed property and the veteran or the VLB.
- Each corner of the land must be conspicuously and permanently marked by:
  - concrete or steel monuments.
  - by monuments of like substances unless already marked by a durable substance, either natural or artificial.
- All monuments must be clearly visible and must be incorporated into the metes and bounds description and shown on the plat of the tract, specifying in both documents whether the monuments were found or set.
- The survey must identify and show both the record title lines of the parent tract and the current occupation if different from the record title lines. Fence encroachments into the proposed veteran's tract or into an adjoining tract must be shown, with the area between these encroachments and the record title line determined and fully explained in an accompanying surveyor's report.



- When a curve is included in the boundary, all essential curve elements should be recited in the description, the minimum being the arc distance, long chord course and distance, radius and central angle.  
ALL IMPROVEMENTS AND WATER FEATURES ON THE TRACT AND ALL ROADWAYS AND OTHER EASEMENTS OVERLAPPING A BOUNDARY OR CROSSING THE TRACT MUST BE SHOWN ON THE PLAT. THE AMOUNT OF LAND SUBJECT TO EACH EASEMENT OR WATERWAY MUST BE CALCULATED AND SET FORTH ON THE PLAT. IN SOME INSTANCES ROAD EASEMENTS MUST ALSO BE DESCRIBED BY METES AND BOUNDS. (SEE EASEMENTS BELOW.)

SUBDIVISION TRACTS

- If the tract selected is in a subdivision, a lot and block description of the tract may be substituted for the METES AND BOUNDS DESCRIPTION. If a lot and block description is to be used, the VLB must be furnished a certified copy of the recorded subdivision plat.
- This plat must show the recording information and the required signatures of the governmental entity (Commissioners' Court, City Council, etc.) authorized to accept such subdivision plat.
- Easements as necessary for access to a public road from all tracts must be clearly shown on the subdivision plat together with appropriate language dedicating such easements to the public or to the owners of tracts in the subdivision.
- All of the data required above should be shown on the face of the plat, including courses and distances for all lot lines and areas for each lot.
- All plats accepted shall identify the size and type of monument set at each corner of every lot. If a lot is part of a subdivision already of record where monumentation is not shown, a survey plat must be furnished indicating monuments set or found at all corners of the tract together with sufficient ties to locate the lot within the subdivision.

EASEMENTS (ROAD ACCESS)

**IF A TRACT OF LAND DOES NOT ABUT A PUBLIC ROAD**, a metes and bounds or centerline description of an access easement must be provided. For the purpose of these requirements, the term public road" means any dedicated public roadway, designated to be within the county road system, state or federal highway, or city street.

- Access easement descriptions must:
  - meet minimum county width requirements for public roads or if there are none, be at least 60 feet wide
  - connect with both the tract and a public road.
  - clearly define the designation of the public road.
- If multiple easements are used, each segment must connect with and contain the calls to the segment(s) to which it connects.
- A roadway or easement that crosses a tract must be:
  - described by metes and bounds in such a way that its location and acreage may be determined.
  - referenced in the metes and bounds description of the main tract.

SURVEYOR PLEASE NOTE

- The VLB will not approve a survey of a tract that fails to meet any of the above requirements or any survey requirement of the Texas Board of Professional Land Surveying. Additionally, **the VLB will not approve a survey of a tract unless it contains at least one acre, excluding any portion beneath a dedicated public roadway or navigable waterway or subject to frequent inundation or is otherwise unusable.** It is the responsibility of the veteran and the seller to ensure the tract meets this one-acre minimum.
- **The survey must also be acceptable to the title company for the purpose of issuing an Owner's Title Policy that includes Schedule B #2 amended to read: "shortages in area" only. If the Title Company is willing to amend Schedule B #2 with a survey that does not meet all of the VLB requirements, the VLB may waive its requirements but not those of the Texas Board of Professional Surveying.**
- **The adjusted mathematical closure of any survey shall be no less than 1:10,000.**
- **"Flag pole" shaped tracts must contain 1.0 acres in the main body of the tract, excluding the "pole."**

SEVERANCES

The procedures for obtaining clear title (severance) to a portion of the land being purchased from the VLB are outlined below. Without a severance, a lender may be unable to make a mortgage loan to build on the tract because the purchaser is unable to give the lender a lien against the land. **A severance may not be possible in all cases.** Please read and follow the instructions carefully. If you have any questions regarding this information, contact the VLB Severance Department at 1-800-252-VETS (8387) or 512-475-1531.

NOTE: Any severance must comply with applicable city/county platting requirements.

1. After closing, the veteran account holder submits a drawing to scale, with dimensions of the area to be severed. The VLB account number and veteran's daytime telephone should also be submitted with the scaled drawing.

The drawing to scale for the proposed severance must show:

- A. The amount of acreage to be severed and its direct relationship to the parent tract.
- B. Access to a public road (the remaining acreage must also have access to a public road).
- C. That the severance does not include all of the road frontage of the tract (should leave a minimum width of sixty (60) contiguous feet of usable access for the parent tract).

- D. That the severance abuts two of the original boundary lines of the parent tract.
  - E. That the severed acreage does not take all of the available sources of water.
  - F. That the acreage remaining after the severance is a single marketable tract.
2. After the VLB receives the scaled drawing, a valuation of the land will be made to determine the amount to be paid (consideration) for the severed acreage.
  3. After the VLB receives the severance drawing, the account holder will be notified of the result. If approved, the following must be submitted:
    - A. Field notes and plat, prepared from the ground survey of the acreage to be severed, and completed by a Registered Professional Land Surveyor (survey requirements will be furnished with the severance approval letter), or a certified copy of the subdivision plat as required by law;
    - B. Consideration to be paid for the severed acreage.
    - C. Severance Deed fee of \$75.00.
  4. Severance Deed will be issued and can only show the following as grantee:
    - A. Original veteran purchaser and spouse (if applicable).
    - B. Last approved assignee.

NOTE: For severances to be used as a homesite, where access is needed across the parent VLB tract, this access must be part of the severance in fee simple, and will not be conveyed as an easement.

**AN EXAMPLE OF A DESCRIPTION OF A TRACT OF LAND (FIELD NOTES)  
AS PREFERRED BY THE TEXAS VETERANS LAND BOARD**

Being 12.89 acres of land, a part of the John Doe Survey No. 33, Abstract No. 214, lying and being situated in May County, Texas, about 6.7 miles S 45 E from Mayberry, the county seat. The said 12.89 acre tract also being a part of the lands described as 75.43 acres in a Deed from James D. Smith to Ralph T. Jones dated May 25, 1974 and recorded in Volume 195, page 221, of the Deed Records of May County, Texas. The said 12.89 acre tract being more particularly described in metes and bounds as follows:

BEGINNING at a set 1/2" iron rod in the west boundary line of the said 75.43-acre tract from which a 2" iron pipe found for the southwest corner of said tract bears S 00° 15' 00" W a distance of 246.45 feet;

THENCE N 00° 15' 00" E (same line called NORTH in the description of the said 75.43-acre tract) with the west line of the said 75.43-acre tract and with the existing fence a distance of 482.96 feet to a 1/2" iron rod set for corner;

THENCE N 89° 25' 15" E with an existing fence, at 422 feet crossing Crazy Creek at 895.56 feet passing a 1/2" iron rod set in the west right of way line of F.M. Highway No. 426, in all a distance of 945.56 feet to a point in the center of said road on a curve to the left;

THENCE with the centerline of said road along the curve to the left (long chord bears S 34° 44' 51" E a distance of 254.80 feet) whose radius is 445.65 feet and whose central angle for this part is 33° 13' 18" an arc distance of 258.40 feet to the end of said curve;

THENCE S 51° 21' 30" E continuing with the centerline of said road a distance of 261.14 feet to a point for the southeast corner of this tract from which a 1/2" iron rod set for reference corner bears N 38° 38' 30" E a distance of 50.00 feet;

THENCE S 38° 38' 30" W, at 50.00 feet passing a 1/2" iron rod set for reference corner in the southwest right of way line of F.M. Highway No. 426, at 220.50 feet passing a 1/2" iron rod set for reference corner on the east or right bank of Crazy Creek, in all a **distance of 231.41 feet** to a point for corner in the center of said creek;

THENCE down Crazy Creek with its meander as follows:

N 40° 32' 01" W a distance of 85.02 feet,

S 72° 41' 02" W a distance of 150.05 feet,

N 78° 35' 07" W a distance of 186.11 feet to a point for corner from which a 1/2" iron rod set for *reference corner* bears

IN 89° 42' 45" W, a distance of 10.00 feet;

THENCE N 89° 42' 45" W, at 10.00 feet passing said reference corner, in all a distance of 771.43 feet to the point of beginning and containing 12.89 acres of land of which 0.60 of one acre lies in the right of way of F.M. Highway No. 426.

The bearings recited herein are based on \_\_\_\_\_.

This description was prepared from a survey made on the ground under my supervision on \_\_\_\_\_.

\_\_\_\_\_  
Rod Transit  
Registered Professional Land Surveyor No.  
**(ORIGINAL SIGNATURE REQUIRED)**

Surveyor grants a limited license to the seller, Veterans Land Board, and the Veteran purchaser to copy and use the survey plat and/or field notes in this transaction and in any future transaction involving the Veterans Land Board or the Veteran purchaser.

# Texas Veterans Land Program



## Closing Agent Letter

**To the veteran: This important information must be submitted to the closing agent of your choice along with a copy of the Application and Contract of Sale and the property description as soon as possible. When completed, a copy of the survey must also be provided to the closing agent.**

Dear Closing Agent:

Your company has been selected to close the transaction and provide the owner's title insurance policy. More detailed fee information will be included with your closing instructions at a later date.

**Please note that the Board now requires that the down payment and any difference money be paid at closing.**

Because we are committed to processing our land loans in 45-60 days, please forward to the Texas Veterans Land Board (VLB) the original title commitment along with copies of all recorded restrictions and exception documents. The owner's policy must not have any exceptions to "Visible and Apparent Easements," or Access; nor contain Arbitration Provisions or Blanket Mineral Reservations. Also, Schedule B #2 must be amended to read "Shortages in Area" only. Enclosed is a copy of the Application and Contract of Sale with the legal description of the tract.

The veteran must be furnished a copy of the title insurance commitment (and any revisions or updates) and should not close the transaction without reviewing these.

If the Seller named in the Application and Contract of Sale is not in title, please furnish us a copy of the proposed deed to the Seller. We must approve any exceptions or reservations recited in that deed.

If you do not anticipate being able to complete this initial assignment within the next three weeks, please notify us immediately so we can re-assign the file to another firm. Please do not refer this assignment to any other title company or attorney without written authorization from the VLB.

Sincerely,

Texas Veterans Land Board