

TEXAS VETERANS LAND BOARD
TEX-TRAX II PROGRAM
REAL ESTATE AGENT HANDBOOK



Program Forms and Instructions
VLB Forfeited Land Tracts
Offered to the General Public

Revised 5/8/2006

TEXAS



VETERANS LAND BOARD

JERRY PATTERSON, CHAIRMAN

Dear Real Estate Professional:

This handbook contains instructions and forms for submitting offers on tracts available for sale exclusively through the Tex-Trax II program. Tracts are listed on our Web site at: www.glo.state.tx.us/vlb/traxii/index.html. I encourage you to present these to buyers in your area.

The program guidelines have not changed. The Tex-Trax II program will continue to give real estate agents and brokers the exclusive right to market all forfeited properties. These tracts have previously been made available for sale to Texas veterans through sealed bid auctions, but were not sold.

To assist you in your efforts to market these properties, the Texas Veterans Land Board has waived the usual five percent down payment requirement and has substituted a commission of up to five percent to be paid by the buyer to the closing agent.

I have enclosed detailed information about this program. If you have any further questions, please call our toll free information line, 1-800-252-VETS, for further assistance.

The overwhelming success of the Tex-Trax II program would not have been possible without the ideas, cooperation and continued support of the Texas real estate community. I look forward to continuing this unique and rewarding relationship and encourage you to contact my office if we can be of assistance in any way.

Sincerely,

JERRY PATTERSON
Chairman, Veterans Land Board

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1496

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www.texasveterans.com

INTRODUCTION

TEX-TRAX II PROGRAM:

The Tex-Trax II program gives members of the real estate community exclusive rights to market certain forfeited tracts. The program evolved from numerous meetings with licensed real estate professionals who indicated they could increase participation in the Forfeited Land Sales by more efficiently marketing our tracts.

FORFEITED LANDS:

When an eligible Texas veteran selects a tract of land to purchase through the Texas Veterans Land Program, the Veterans Land Board takes legal title to the property and executes a Contract of Sale and Purchase with the veteran. If a veteran defaults on the loan, the Board declares the contract to be forfeited. If the veteran does not reinstate the loan, the loan is foreclosed, and the tract offered for sale by sealed bid auction only to eligible Texas veterans.

This handbook deals with tracts of land the Board is making available for sale *exclusively through licensed real estate agents and brokers*. These tracts will not be sold by any other method, including sealed bid, while included in this program. At any time, the Board may accept any offer for any tract submitted through a real estate agent that meets or exceeds the minimum bid specified for the tract. The current list of available tracts can be found at our Web site: www.glo.state.tx.us/vlb/traxii/index.html. The list is searchable by county or tract number for ease of use.

FURTHER INFORMATION:

The handbook describes the basic features of the program. The staff of the Texas Veterans Land Board stands ready to assist Texas real estate agents in making this program a success. Please review the handbook and call the Board's staff with any questions you may have. In compliance with the Americans With Disabilities Act, alternate formats of this handbook are also available upon request. Any inquiries should be directed to:

**Texas Veterans Land Board
1700 North Congress Avenue
Stephen F. Austin Bldg, Room 700
Austin, Texas 78701-1496**

Toll-free in Texas: **1-800-252-VETS**
or **(512) 463-5060**

HANDBOOK FOR REAL ESTATE AGENTS

INTRODUCTION:

Throughout this handbook, the terms “bid” and “offer” are synonymous and may be used interchangeably.

If the VLB accepts the bid, the VLB will finance 100 percent of the bid amount.

The information contained in this handbook describing tracts is intended to assist real estate agents in showing properties for which the Board will receive and review offers. The Board has tried to ensure the accuracy of each tract’s availability status; however, a tract may be withdrawn by the Board at any time, for any reason. Also, information on a specific tract may be updated as better information becomes available. **Before submitting an offer**, please call **1-800-252-VETS** or check our Web site: **www.glo.state.tx.us/vlb/traxii/index.html** to verify your information on the tract is current (for example, directions for driving to the tract), and that the tract is still available for sale.

NOTICES:

1. Real estate agents participating in this program **are not agents of the state of Texas**. Therefore, in showing these tracts, real estate agents must take care to avoid any misrepresentation of the Board's position, described as follows:
 - a. The Texas Veterans Land Board cannot issue or make any representations about the condition or value of the lands being offered for sale. The tracts are offered for sale “as is”, without warranty, with any and all latent and patent defects. As of the date of closing, the buyer should have inspected the physical and topographic condition of the land (including the improvements located thereon, if any) and shall accept title to the same “as is” in its existing physical and topographic condition. By closing, the buyer acknowledges that s/he is not relying upon any representation, warranty, statement or other assertion of the VLB or any official, agent, representative or employee of the foregoing, with respect to the land condition, but is relying on the buyer’s own examination of the tract. **THE BOARD DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO WARRANTIES OF HABITABILITY, OR ANY OTHER WARRANTY WHATSOEVER.**
 - b. Buyers must satisfy themselves about the location and shape of tracts, mineral reservations, and other matters that might affect their decision to purchase the tract. Buyers must satisfy themselves as to the status of title. Buyers are hereby put on notice that any prior grant and/or encumbrance may be of record, and buyers are advised to examine all public records available regarding the tracts. Defects in title must be brought to the attention of the VLB prior to closing, and that shall be grounds for releasing buyers of the obligation to purchase from the Board. The VLB is sole judge of the seriousness of any alleged defects. No other grounds will be considered as reasons to release a buyer from the obligation to purchase tracts from the VLB. *State law requires that the Board shall keep the fees submitted by a buyer who refuses the award of a tract from the Board. (N.R.C. Chapter 161.319c)*

- c. By submitting an offer, the buyer and the real estate agent agree to comply with all the provisions of the handbook, the Veterans Land Act (Chapter 161 of the Natural Resources Code), and the Rules of the Board.
 - d. The Board is prepared to join in any suit against a real estate agent for violations of this handbook and misrepresentations of any kind.
2. A real estate agent may not submit an offer unless a Real Estate Agent Authorization Form has been executed by the buyer and submitted with the offer.
 3. A real estate agent may place no signs of any kind on any tracts and may not in any way imply an exclusive listing exists between the Board and the real estate agent.
 4. Under no circumstances may any timber or anything of value be removed from the tract. No fences may be cut for access or any other reason.
 5. ***NO LIEN OF ANY KIND*** for the commission or any other matter may be taken by the real estate agent; however, a real estate agent may negotiate terms with the buyer for the payment of the commission.
 6. If anyone interferes with the showing of a tract, the real estate agent should contact the Board immediately.
 7. Submission of a complete application, including military documents and an ***Affidavit of Texas Residence*** (if applicable), will speed up the processing and closing of the loan.

DESCRIPTION OF THE PROGRAM:

Listing Agreement: This program does not involve a listing arrangement. Although the Board commits to work only through real estate agents and brokers, there is no other agreement between the Board and any real estate agent. The Board is requesting offers. In submitting an offer to the Board, a real estate agent is acting as the agent of the prospective buyer.

Offers: Offers will be considered for acceptance on a "first come, first served" basis. **The Board may reject any and all offers for any reason.** Offers are initiated by executing and submitting the VLB form ***Bid Proposal***. When an offer is received by the Board, it may not be revoked by the prospective buyer without forfeiting the earnest money paid to the real estate agent and the unused portion of any fees remitted to the Board. Offers will be reviewed immediately upon receipt and accepted or rejected as soon as possible (typically within three days after receipt).

Restrictions:

- The Board will not accept an offer from any party who has previously forfeited an interest in a tract with the Board.
- If a buyer is more than 30 days delinquent in child support payments, he or she will not be

eligible to receive a loan or payments from the Veterans Land Board until such time as all delinquencies have been paid, or the buyer is in compliance with a written repayment agreement or court order.

Contingent Offers: No offer submitted to the Board may be made contingent upon any other person, event, or thing.

Minor Improvements: Prior to showing a tract, the real estate agent may make minor improvements at the real estate agent's sole expense, e.g., mowing, clearing, marking trails to other parts of the tract in order to inspect back acreage. The real estate agent may have an agreement with a buyer concerning reimbursement of these expenses if the buyer's offer is accepted by the Board.

Personal Inspection: Every buyer is urged to personally inspect a tract before submitting an offer, since offers may not be withdrawn without liability. By making an offer, the buyer acknowledges that he or she wishes to purchase the tract "as is" and understands that the Board makes no representations about any matter, including, but not limited to, access, mineral estate, quantity of acreage, location and shape.

Credit Check: Minimal loan qualifications will be required.

Survey: The Board has inspected all tracts. However, if a buyer is awarded the tract, he or she will have the opportunity to walk the tract with a surveyor. The VLB provides this service free of charge. The surveyor will be given 45 days to contact the buyer, verify the directions to the property, and flag all corner pins located during the inspection. The buyer may request a *full* survey at **his or her own expense**. The buyer will not be authorized to take possession of the property until this process is complete and he or she has signed, recorded and returned the VLB contracts.

Closing Timeframe: Once the survey company has reported its findings to the VLB, closing typically takes place within 45 days. Missing or incomplete paperwork will delay closing.

Title Policy: When the Board first acquired a tract, we were furnished with either a title policy or an abstract and title opinion covering title up to the date the Board acquired the tract. The Board is the insured under title policies. The Board makes no representations concerning title subsequent to the date of the Board's acquisition, and buyers are urged to check title **BEFORE MAKING AN OFFER**. The Board will cooperate with the buyer, real estate agent, and title company to update a title policy at the buyer's expense.

Floodplain Insurance: Buyers should verify whether or not the property lies within a floodplain. The VLB does not have floodplain information on every tract. Buyers should check with the County Appraisal District for that information. If a tract lies in a floodplain, it may affect the use of the property. It may be necessary to obtain flood insurance in order to build on the property.



Property Maintenance Fees: Some properties in this program may be subject to assessments for maintenance of common areas, roads, etc. These assessments (or dues) are typically paid to the developer or to a local property owners association. They may be collected by counties, schools and other governmental entities. The Veterans Land Board is not responsible for paying such assessments, including any past due amount. The buyer is responsible for paying any past due fees.

SYMBOLS ON PLAT:



Use the legend below to interpret the surveying symbols drawn on the tract descriptions.

Note: The symbols are provided solely to help you locate the tract. They do not guarantee that an item will be included in the sale.



Fencing - X

Pond\Tank -  or 

Creek - 

Powerline -  or 

Pipeline -  or 

House\Barn -  or 

Dammed Up Stream\Creek -  → ... →

"Not VLB" or "Severance" - acreage not for sale

TERMS OF THE SALE:

Sales Price: The Board sets the minimum offer it will consider. The amount offered by the buyer and accepted by the Board will be the sale price and will be the amount financed.

Commission: At closing, the buyer may pay the real estate agent a commission not to exceed 5 percent of the sale price.

Earnest Money: A portion of the real estate agent's commission, not to exceed \$250, may be deposited with the real estate agent at the time the offer is made to the Board.

Taxes: According to the Texas Attorney General, no taxes should be assessed for the period during which a tract is held exclusively by the Veterans Land Board. When the Board sells a repossessed tract, taxes are assessed for all or part of the year in which it is sold. In addition, taxes assessed prior to the date the Board repossessed the property, plus penalties and interest which have accrued thereon, are due when the property is sold by the Board.

The VLB will settle outstanding taxes, penalties, and interest that accrued or were assessed *prior* to the year in which the buyer's contract becomes effective.

The sale of repossessed property by the VLB may also trigger **rollback taxes**. Rollback taxes are assessed when a change in the *use* of the property occurs and in some instances solely because of the sale of the property. The concept of rollback taxes should be explained to the buyer's satisfaction by the real estate agent.

The VLB will settle any rollback taxes assessed prior to the year in which the buyer's contract becomes effective.

The buyer is responsible for taxes that accrue or are assessed during and after the year in which his or her contract becomes effective. If rollback taxes are triggered during or after that year, the buyer will be responsible for paying those taxes, *even if the rollback assessment includes years prior to the year in which his/her contract becomes effective.*

The buyer is responsible for recording the contract in a timely manner at the county courthouse in the county where the land is located. After the contract has been recorded, the taxing entities should also update their records. We strongly encourage the buyer to follow up with the **county and independent school district (ISD)** tax offices to make sure the tax rolls have been updated.

Method of Financing: All tracts are sold by Contract of Sale providing for issuance of a deed when the loan is paid in full. (The Board will assess a fee for preparation and issuance of the deed. This fee is subject to change.)

Down Payment: No down payment is required or accepted; the Board will finance 100 percent of the amount offered by the buyer.

Interest Rate: Check our Web site for current interest rates for qualified veterans. Qualified nonveterans may purchase tracts for one point above posted rates **in most cases.**

Term: The amount financed shall be paid in monthly loan installments for 30 years. Late payments are assessed a penalty. There is no penalty for prepayment of principal. If a tract has insurable improvements, a successful buyer may be required to make accelerated payments during the useful loan life of the improvements and maintain adequate insurance on the improvements.

Required Fee: The **\$75.00 contract fee** must be paid **by the buyer** and submitted with the offer.

Cash Sales: If the buyer prefers to pay cash for the property, the Board should be notified as soon as the buyer receives notification of award. Upon receipt of the full purchase price, the Board will prepare a deed conveying the property to the buyer. The \$75.00 contract fee submitted with the buyer's offer will be kept by the Board as a deed preparation fee.

Refunds: The **\$75.00 contract fee** will be refunded if an offer is rejected. If an offer is accepted and the buyer fails to complete the purchase for any reason, the fee will be forfeited.

Assignments (Loan Assumption): If the buyer qualifies for a loan at the **veteran's** interest rate, the loan is not assignable for three years. A request for a waiver of this requirement is subject to certain statutory requirements. Waivers are generally granted only upon a showing of extreme financial incapacity.

If the buyer takes a loan at the **nonveteran's** interest rate, the loan is assignable at any time; however, all assignments must be approved *in writing* by the Board. ***Failure to obtain approval of an assignment can result in loss of the tract and all loan payments.***

LOAN PROCESSING STEPS:

The real estate agent and buyer should follow these steps to initiate an offer and, if the Board accepts, close the loan:

1. **Use VLB Forms:** The real estate agent and buyer(s) *must* use the forms provided by the Veterans Land Board for the Tex-Trax II program. The real estate agent may print additional copies of the forms from the Web site, or request additional blank forms from the Board. *Other forms may not be substituted.*
2. **Verify Buyer's Child Support Status:** Under Section 231.006 of the Texas Family Code, if a buyer is more than 30 days delinquent in paying child support, he or she is not eligible to:
 - receive payments or refunds from state funds under a contract to provide property, materials, or services; or
 - receive a state-funded grant or loan.

Included in this funding prohibition is any business entity in which the buyer may be the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent.

If the buyer is more than 30 days delinquent in child support payments, he or she will not be eligible to receive a loan or payments from the Veterans Land Board until such time as all delinquencies have been paid, or the buyer is in compliance with a written repayment agreement or court order.

3. **Verify Tract Availability:** Real estate agents should call 1-800-252-VETS or check our Web site: www.glo.state.tx.us/vlb/traxii/index.html to verify that the tract is still available for sale before showing it to prospective buyers.
4. **Locate Tract:** Use the tract descriptions and driving directions found on our Web site. A sign displaying the tract number was posted on each tract at the time the VLB inspected the tract.

If you have trouble locating the tract using the description and directions we provide, follow these steps to get help from the County Appraisal District (CAD) office in the county where the tract is located:

- a) Identify the *volume* and *page* number of the tract's Warranty Deed. You'll find this information in the *Legal Description* section of the tract description.
- b) Contact the County Clerk's office in the county where the tract is located. (The County Clerk's office is usually in the town that serves as the county seat.)
- c) Request a copy of the *field notes* and/or *plat*. (You may be charged a small fee for the copy.)

- d) Take the tract description, the field notes/plat to the CAD office. Ask to speak to the CAD employee(s) familiar with surveying, field notes/plats, etc. They should be able to help you locate the tract on a county map.

If you are still unable to locate the tract, call our toll-free number 1-800-252-VETS and ask to speak to our **Appraisal Department**.

5. **Show Tract:** If a prospective buyer wishes to submit an offer on a tract, the ***Bid Proposal*** must be executed and submitted to the Board with the required documents and the \$75.00 contract fee. The buyer must give the real estate agent checks made payable to the Texas Veterans Land Board. The real estate agent may not collect these fees from the buyer and deposit them in the real estate agent's account. **The Board will not accept a check drawn on a real estate agent's account.** Real estate agents should not accept checks from buyers if the contract fee cannot be remitted to the Board within 72 hours.

A real estate agent may obtain from a buyer an amount up to \$250.00 to be held by the real estate agent as earnest money. This \$250.00 represents a portion of the real estate agent's commission when the transaction closes.

The Board sells tracts on a first come, first served basis; therefore, it is very important to avoid any delays in submitting the contract to the Board.

6. **Submit Contract:** Upon receipt of the offer, the Board will review the ***Bid Proposal***, the ***Real Estate Authorization*** form, the contract fee, and other papers. The Board will either accept or reject the offer. If the offer is accepted, the tract will be reserved for the buyer for 90 days. The buyer must complete the sale in that time frame or risk forfeiting the contract fee and earnest money. After acceptance, an offer may not be withdrawn without forfeiting deposits.
7. **Closing:** When the paperwork is complete, the Board will prepare a ***Contract of Sale and Purchase*** for the buyer to execute. This contract, a ***Buyer's Information Packet***, and complete instructions for closing will be sent to the real estate agent. The real estate agent will take the contract to the buyer, explain the obligations contained in it, and have the buyer sign it. The real estate agent can then collect the balance of the commission directly from the buyer. The real estate agent's last responsibility will be to have the executed contract recorded in the county deed records and returned to the Board.
8. **Taxes:** The Board will contact the taxing authorities concerning taxes due for prior years and have the buyer's name placed on the tax rolls for the current and subsequent years. The buyer is encouraged to follow up with the **county** and **independent school district (ISD)** tax offices to make sure the tax rolls have been updated.

DESCRIPTION OF REQUIRED FORMS:

The Board has prepared forms for submitting offers. The Board will not accept alterations or substitutions. Additional copies of the required forms may be obtained free of charge from the Board upon request or printed off the Web site. Certain documents pertain only to those buyers seeking to qualify for the veteran's interest rate.

All Buyers: All buyers must submit the following two documents (included in this handbook):

- **Real Estate Agent Authorization form**

The real estate agent represents the prospective buyer in making an offer to the Board. The *Real Estate Agent Authorization* form must be signed by the buyer.

- **Bid Proposal**

The requirements described in this handbook are reproduced in the *Bid Proposal*. This contract also sets forth the prospective buyer's offer. The Board does not execute this document; however, both the buyer and the real estate agent must execute it in order to make a valid offer.

Veteran Buyers Only: To qualify for the veteran's interest rate, a veteran buyer must **also** submit any combination of documents proving satisfaction of the eligibility requirements below:

- Served no fewer than 90 cumulative days on active duty or active duty training in the Army, Navy, Air Force, Marine Corps, Coast Guard, United States Public Health Service, or recognized reserve component of one of the listed branches of service (unless discharged sooner due to service-connected cause), OR completed all initial active duty training required as a condition of service in any National Guard or reserve component of one of the listed branches of service.
- Served after September 16, 1940.
- Not been dishonorably discharged.
- Listed Texas as the home of record at the time of entry into the military OR have been a legal resident of Texas for at least one year immediately prior to filing an application. The applicant must also be a bona fide resident of Texas at the time the application is made. (A "bona fide" resident is someone who is living in Texas with the intent to remain in Texas.) Presence in Texas due solely to military service may not establish legal residency.
- Successfully repaid any previous VLB loan. A loan is considered repaid when paid in full by the original veteran purchaser or the last approved assignee. Any other active VLB loans in programs other than the one for which application is being made must

be in good standing. Veterans are entitled to have only one loan in each VLB program at the same time. (A veteran may have more than one LAND loan, but only one at the veterans' interest rate.)

Note: The unmarried, surviving spouse of a Texas veteran who is missing in action, died in the line of duty, or died from a service-connected cause may be eligible to participate in the programs. The veteran's home of record must have been Texas at the time of entry into the military, or the veteran must have been a legal resident of Texas at the time of death.

The VLB will determine eligibility in terms of service in the Armed Forces and residency in the state of Texas.

Buyer's Personal Use: Buyers requesting the veteran's interest rate must swear that the purchase is being made for his or her own personal use. The *Veteran's Declaration of Eligibility* form (included in this handbook) is used to make this statement.

FUTURE SERVICES:

After a loan is closed, some services requested of the Board require the payment of a fee. The amount of the fees are subject to change. Buyers should call the Board for more detailed information concerning any service offered by the Board.

Pay-in-Full Deed Fee: When a VLB loan is paid in full, the Board charges a fee to prepare the Pay-in-Full deed. The deed conveys the title of the property from the Veterans Land Board to the buyer.

Severance Deed Fee: If the buyer wishes to have a portion of the tract deeded to him or her (for a homesite) before the loan is paid in full, the Board charges a fee to issue a Severance Deed. In addition, the loan must be reimbursed the value of the land being severed out. The estimated cost of a severance will be calculated free of charge, upon request.

Mineral Leases: If a buyer wishes to sign an oil, gas or other type of mineral lease, the lease must be filed with the Board. The filing fee must be submitted with the lease. In addition, 50 percent of all proceeds under the lease, including any bonuses, must be remitted to the Board to be credited to the buyer's unpaid principal loan balance.

Grant of Easement: If the buyer wishes to grant an easement to another party, the Board must review and approve the instrument granting the easement. The easement fee must be remitted to the Board for each tract affected by the easement.

Transfers/Assignments: If another party wishes to assume the buyer's account, the Board must approve a transfer of the loan. A non-refundable transfer fee must be submitted prior to

the Board's final approval. Failure to use Board forms and obtain written permission may be considered a breach of contract and *subject the loan to forfeiture*. Transfer forms are available from the Board free of charge, upon request.

BEFORE SUBMITTING A BID

Please call

1-800-252-VETS

or check our Web site:

www.glo.state.tx.us/vlb/traxii/index.html

to verify that the tract you are bidding on
is *still available*
and that your information about the tract
is up to date.

REAL ESTATE AGENT AUTHORIZATION

Texas Veterans Land Board Land Program

The following information concerning a broker or agent is required:

Agency Name

Representative

Address

City, State, Zip

Telephone Number (with area code)

State License Number

I, _____ and _____
Buyer's Name Co-Buyer's Name

authorize the above-named broker or agent to act as my representative.

Signature(s) must be original

Buyer's Signature

Co-Buyer's Signature

Bid Proposal

Texas Veterans Land Board

State of Texas

County of _____

1. _____ and _____, hereinafter referred to as Buyer,
Buyer's Name Co-Buyer's Name

whose mailing address is:

Buyer's Address: _____ Co-Buyer's Address: _____

City/State/Zip: _____ City/State/Zip: _____

Phone: (Home) _____ (Work) _____ Phone: (Home) _____ (Work) _____

Social Security Number: _____ Social Security Number: _____

Date of Birth: _____ Date of Birth: _____

offers to buy from the Veterans Land Board, hereinafter sometimes referred to as Board, the property described below.

2. **Property:** That certain tract or parcel of land containing _____ acres of land, shown as tract no. _____ and situated in _____ County, Texas, part of the _____ survey(s), being more fully described in Exhibit A, which is attached hereto and made a part hereof.

3. **Purchase Price:** Buyer offers to pay the Board the following amount for the subject property:
Bid Amount \$: _____

Enclosed herewith is a check in the amount of \$75.00 (contract fee).

4. **Financing:** Contract of Sale and Purchase between Buyer and Board in the amount of \$ _____ (bid amount), at the () Veteran's () Nonveteran's interest rate in effect on the date of this transaction. Buyer agrees that if this sale is to be at the current Veteran's interest rate, Buyer will provide documentation showing that Buyer is an eligible Texas Veteran, as that term is defined by the Veterans Land Board and applicable statutes.

This transaction is subject to the approval of the buyer's creditworthiness. Buyer hereby authorizes Buyer's credit report to be furnished to the Board.

Buyer further acknowledges and agrees that if the Board accepts this bid, Buyer will execute the Contract of Sale and Purchase furnished by the Board. Should Buyer refuse to execute the Contract of Sale and Purchase after this bid is accepted by the Board, the above-mentioned remittances will be forfeited in accordance with Section 161.319(c) of the Natural Resources Code of Texas.

Further, Buyer agrees that all earnest money deposited shall be forfeited to the Broker handling this transaction.

5. **Earnest Money:** Buyer has deposited \$ _____ as earnest money with _____ (Broker) as escrow agent. Upon the closing of this transaction, this Earnest Money shall be credited against the broker's commission, as provided below. In the event of Buyer's failure to close this transaction, the Broker may retain this amount.

6. **Property Condition:** Buyer agrees to accept the property "as is." Buyer understands the Board makes no representation about either the physical condition of the property or the status of its' title. (Buyer may at Buyer's option purchase title insurance at Buyer's own expense.)

7. **Broker's Commission:** _____, (Broker), represents Buyer. Buyer agrees to pay Broker in _____ County, Texas, on consummation of this sale _____ percent of the bid amount. In no event shall this amount exceed 5 percent of the bid amount.

8. **Taxes:** If this bid is awarded to Buyer, Buyer agrees to pay all taxes due for the current year, as well as all future taxes and assessments. If this sale or Buyer's use of the property after closing results in the assessment of additional or roll back taxes, such additional taxes shall be Buyer's obligation, and shall survive closing.

9. **Closing:** The closing of the sale shall be on or before the expiration of 21 days from the date of receipt of the Contract of Sale and Purchase, or within any other mutually agreed upon time, whichever is later. Buyer's failure to advise the Veterans Land Board of any alleged title defects shall entitle the Board to presume that Buyer shall raise no future objections to the status of the tract's title. If this transaction is not closed within the provided for time period, this transaction can be deemed cancelled, and all fees provided for in Paragraph 3 forfeited to the Board, and the earnest money provided for in Paragraph 5 forfeited to the Broker.

10. **Cancellation:** If the reason for canceling this bid is approved by the Board, all monies, including the Earnest Money, shall be returned to Buyer.

11. **Other Terms and Conditions:** If this bid is awarded to Buyer, Buyer agrees to purchase the property in accordance with provisions of the Board's "Handbook for Real Estate Agents," the Veterans Land Act and the Rules and Regulations of the Board, as they may be amended from time to time. Buyer fully understands that the Board is the sole judge of the acceptability of any bid and **may reject any bid for any reason**, including, but not limited to, failure to fully complete the bid form, any defect in notarization, failure to timely receive bids, failure to include the contract fee, or failure to sign bid form. The Board may, at its discretion, waive any defects and thereby bind all parties to the terms of this bid.

EXECUTED THIS _____ DAY OF _____, _____.

Signatures must be original

Buyer's Signature

Broker's Signature

Co-Buyer's Signature

Texas Veterans Land Program



Affidavit of Texas Residence

If the applicant's military discharge papers do not show the home of record at the time of entry to be Texas, the applicant must complete this affidavit. Please remember "Place of Entry" is not necessarily the same as "Home of Record." Also, note that the address the applicant lists as "Address after Separation" on the DD214 is not acceptable as proof that Texas is the home of record.

1. All blanks in each section of the statement that the applicant uses must be completed. Include complete home address, city and state, month, year, and employer. Include entire period from the past 12 months to present.
2. Presence in Texas due to military service will not be counted to complete the one-year residence requirement unless a Change of Residence (DD2058) was filed and is documented. The applicant's home of record must be Texas or the applicant must have been claiming Texas as legal residence for the past 12 months, even while serving on active duty. The active duty statement must include state of legal residence.
3. This affidavit must be signed in the presence of a notary public.

The State of Texas
County of _____

I, _____ (print name), being first duly placed under oath by the undersigned official authorized to administer oaths under the laws of the state of Texas, do solemnly swear that I have resided in the state of Texas for at least twelve consecutive months immediately prior to filing my application for a loan through the Veterans Land Program of the state of Texas. I further state that I have lived at the following addresses during this twelve-month period.

Dates _____, _____ TO PRESENT
From _____
Home Address _____
Street _____ City _____ State _____
Employer _____

Dates _____, _____
From _____ To _____
Home Address _____
Street _____ City _____ State _____
Employer _____

Dates _____, _____
From _____ To _____
Home Address _____
Street _____ City _____ State _____
Employer _____

Veteran's Signature

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____, _____

Notary Public

Affix Notary Seal
Expiration Date _____

_____, County, Texas

Texas Veterans Land Program



Veteran's Declaration of Eligibility Forfeited Land Sale

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, whose Social Security Number is _____, and known to me to be a resident of _____ County in the state of Texas, who, after being duly sworn, on oath deposed and said as follows:

I hereby declare, under oath, that I am applying to purchase a tract of land under the Texas Veterans Land Program as a qualified veteran under the provisions of the Texas Veterans Land Act; and that (choose one):

_____ 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 _____.

- Neither my spouse nor I is an employee of the Texas General Land Office.
- I desire to purchase and hold said land for myself, and for no other person. I have made no agreement to transfer or convey my interest in the tract or in the Contract of Sale and Purchase with the Veterans Land Board to anyone else.
- I fully understand that my application will be subject to forfeiture for any false statement herein.

Signature _____
Veteran Purchaser

Sworn to and subscribed before me, this the _____ day of _____, 20____.

Notary Public

County, Texas