



# Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

<b>A. Settlement Statement</b>		<b>B. Type of Loan</b>	
<b>First American Title Company Final Statement</b>		1-5. Loan Type: Conv. Ins.	
		6. File Number: 1655369-HO37	
		7. Loan Number: 3707603216	
		8. Mortgage Insurance Case Number:	
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.			
<b>D. Name &amp; Address of Borrower:</b> Brett C. McCarroll 13630 Pinerock Lane, Houston, TX 77079			
<b>E. Name &amp; Address of Seller:</b> Anita Kay Brunsting; Amy Ruth Brunsting Co-Trustees of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, established under The Brunsting Family Living Trust dated 10-10-96 as amended <b>and all Trusts created therein.</b> 203 Bloomingdale Circle, Victoria, TX 77904			
<b>F. Name &amp; Address of Lender:</b> PrimeLending, A Plainscapital Company 18111 Preston Road, Suite 900 Dallas, TX 75252			
<b>G. Property Location:</b> 13630 Pinerock Lane, Houston, TX 77079			
<b>H. Settlement Agent:</b> First American Title Company <b>Address:</b> 13110 Memorial Drive, Houston, TX 77079		(713)461-8051	
<b>Place of Settlement Address:</b> 13110 Memorial Drive, Houston, TX 77079		<b>I. Settlement Date:</b> 03/12/2012 <b>Print Date:</b> 03/09/2012, 3:55 PM <b>Disbursement Date:</b> 03/12/2012 <b>Signing Date:</b>	

J. Summary of Borrower's Transaction	
<b>100. Gross Amount Due from Borrower</b>	
101. Contract Sales Price	469,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	11,393.15
104.	
105.	
<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes	
107. County taxes	
108. Assessments	
109. Association Dues 03/12/12 to 07/01/12 @\$359.00/semi	218.35
110.	
111.	
112.	
113.	
114.	
115.	
<b>120. Gross Amount Due from Borrower</b>	<b>480,611.50</b>
<b>200. Amounts Paid by or on Behalf of Borrower</b>	
201. *Deposit or earnest money	4,690.00
202. Principal amount of new loan(s)	417,000.00
203. Existing loan(s) taken subject	
204. **OTP Pd by Seller	2,813.00
205. Option Fee	100.00
206. Seller Credit to Buyer (see attached)	3,000.00
207.	
208.	
209.	
<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes	
211. County taxes	
212. Assessments	
213. Est.Property Taxes-No Exempt 01/01/12 to 03/12/12 @\$7212.44/yr	1,422.73
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. Total Paid by/for Borrower</b>	<b>429,025.73</b>
<b>300. Cash at Settlement from/to Borrower</b>	
301. Gross amount due from borrower (line 120)	480,611.50
302. Less amounts paid by/for borrower (line 220)	429,025.73
<b>303. Cash (X From) ( To) Borrower</b>	<b>51,585.77</b>

K. Summary of Seller's Transaction	
<b>400. Gross Amount Due to Seller</b>	
401. Contract sales price	469,000.00
402. Personal property	
403. Total Deposits	
404.	
405.	
<b>Adjustments for items paid by seller in advance</b>	
406. City/town taxes	
407. County taxes	
408. Assessments	
409. Association Dues 03/12/12 to 07/01/12 @\$359.00/semi	218.35
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<b>420. Gross Amount Due to Seller</b>	<b>469,218.35</b>
<b>500. Reductions in Amount Due to Seller</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	28,753.30
503. Existing loan(s) taken subject	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. **OTP Pd by Seller	2,813.00
507. Option Fee	100.00
508. Seller Credit to Buyer (see attached)	3,000.00
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514.	
515.	
516.	
517.	
518.	
519.	
<b>520. Total Reduction Amount Due Seller</b>	<b>36,089.03</b>
<b>600. Cash at Settlement to/from Seller</b>	
601. Gross amount due to seller (line 420)	469,218.35
602. Less reductions in amounts due seller (line 520)	36,089.03
<b>603. Cash (X To) ( From) Seller</b>	<b>433,129.32</b>

Previous editions are obsolete.

\* See Supplemental Page for details. \*\* Paid on Behalf of Borrower.

POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

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<b>L. Settlement Charges</b>				
<b>700. Total Real Estate Broker Fees \$28,140.00</b>			<b>Paid From Borrower's Funds at Settlement</b>	<b>Paid From Seller's Funds at Settlement</b>
Division of commission (line 700) as follows:				
701.	\$14,070.00 to Martha Turner Properties			
702.	\$14,070.00 to Prudential Gary Greene Realtors			
703.	Commission paid at settlement			28,140.00
704.				
<b>800. Items Payable in Connection with Loan</b>				
801.	*Our origination charge	\$1,250.00 (from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	-\$5,212.50 (from GFE #2)		
803.	Your adjusted origination charges to PrimeLending, A Plainscapital Company	(from GFE A)	-3,962.50	
804.	Appraisal fee to PL fbo Catechis Campbell & Assoc	(from GFE #3)	425.00	
805.	Credit report to PL fbo Kroll Factual Data	(from GFE #3)	0.81	
806.	Tax service to PrimeLending, A Plainscapital Company	(from GFE #3)	90.00	
807.	Flood certification to PL fbo Corelogic	(from GFE #3)	9.50	
808.		(from GFE #3)		
809.		(from GFE #3)		
810.		(from GFE #3)		
811.		(from GFE #3)		
<b>900. Items Required by Lender to Be Paid in Advance</b>				
901.	Daily interest charges from 03/13/12 to 04/01/12 @\$51.410000/day to PrimeLending, A Plainscapital Company	(from GFE #10)	976.79	
902.	Mortgage insurance premium for ## Months/Years to PrimeLending, A Plainscapital Company	(from GFE #3)	5,087.40	
903.	Homeowner's insurance to Liberty Mutual Insurance	(from GFE #11)	1,791.00	
904.				
905.				
906.				
<b>1000. Reserves Deposited with Lender</b>				
1001.	Initial deposit for your escrow account	(from GFE #9)	2,710.70	
1002.	Homeowner's insurance 3 mo(s) @\$149.25/mo	\$447.75		
1003.	Mortgage insurance			
1004.	Property taxes 6 mo(s) @\$143.31/mo	\$859.86		
1005.	City Taxes 6 mo(s) @\$143.80/mo	\$862.80		
1006.	School Taxes 6 mo(s) @\$313.93/mo	\$1,883.58		
1007.	Aggregate Adjustment	-\$1,343.29		
<b>1100. Title Charges</b>				
1101.	Title services and lender's title insurance	(from GFE #4)	658.80	
1102.	Settlement or closing fee	\$330.00		330.00
to First American Title Company				
1103.	**Owner's title insurance - First American Title Company	(from GFE #5)	2,953.65	
1104.	*Lender's title insurance - First American Title Company	\$301.80		
1105.	Lender's title policy limit \$ 417,000.00			
1106.	Owner's title policy limit \$ 469,000.00			
1107.	Agent's portion of the total title insurance premium \$ 2,767.13			
to First American Title Company				
1108.	Underwriter's portion of total title insurance premium \$ 488.32			
to First American Title Insurance Company				
1109.	Doc Prep Warranty Deed to Polunsky & Beitel, LLP			85.00
1110.	Policy Guaranty Fee - Mortgagee to	\$2.00		
1111.	Policy Guaranty Fee - Owner to			2.00
*Supplemental Summary		\$25.00		96.30
<b>1200. Government Recording and Transfer Charges</b>				
1201.	Government recording charges	(from GFE #7)	112.00	
1202.	Recording fees: Deed \$20.00 Mortgage \$92.00 Release \$0.00			
1203.	Transfer taxes	(from GFE #8)		
1204.	City/county tax/stamps:			
1205.	State tax/stamps:			
1206.				
1207.				
1208.				
1209.				
1210.				
<b>1300. Additional Settlement Charges</b>				
1301.	Required services that you can shop for	(from GFE #6)	390.00	
1302.	Survey to RLS, Inc	\$390.00		
1303.	Transfer Fee to Best Fit Solutions		150.00	100.00
1304.				
1305.				
1306.				
1307.				
1308.				
1309.				
1310.				
1311.				
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>			<b>11,393.15</b>	<b>28,753.30</b>

\* See Supplemental Page for details. \*\* Paid on Behalf of Borrower.

POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge	# 801
Your credit / charge (points) for the specific interest rate chosen	# 802
Your adjusted origination charges	# 803
Transfer taxes	# 1203

Good Faith Estimate	HUD-1
1,250.00	1,250.00
-5,212.50	-5,212.50
-3,962.50	-3,962.50
0.00	

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	# 1201
Appraisal fee	# 804
Credit report	# 805
Tax service	# 806
Flood certification	# 807
Mortgage insurance premium for ## Months/Years	# 902
	#
	#

Good Faith Estimate	HUD-1
144.00	112.00
425.00	425.00
60.00	0.81
90.00	90.00
9.50	9.50
5,087.40	5,087.40

<b>Total</b>
<b>Increase between GFE and HUD-1 Charges</b>

5,815.90	5,724.71
-\$91.19	or -1.5679%

Charges That Can Change	
Initial deposit for your escrow account	# 1001
Daily interest charges	# 901 @\$51.410000/day
Homeowner's insurance	# 903
Title services and lender's title insurance	# 1101
Owner's title insurance	# 1103
Survey	# 1302

Good Faith Estimate	HUD-1
2,388.24	2,710.70
771.17	976.79
2,340.96	1,791.00
910.00	658.80
2,800.00	2,953.65
405.00	390.00

**Loan Terms**

Your initial loan amount is	\$ 417,000.00
Your loan term is	30 years
Your initial interest rate is	4.5000 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 2,112.88 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of 0.0000%. The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by 0.00000%. Over the life of the loan, your interest rate is guaranteed to never be lower than 0.0000% or higher than 0.0000%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$ .
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ 0.00. The maximum it can ever rise to is \$ 0.00.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ 0.00.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ 0.00 due in 0 years on .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ 750.29 that results in a total initial monthly amount owed of \$ 2,863.17. This includes principal, interest, any mortgage insurance and any items checked below: <input checked="" type="checkbox"/> Property taxes <input checked="" type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

**Note:** If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Supplemental Page HUD-1 Settlement Statement	File No. 1655369-HO37
First American Title Company Final Statement	Loan No. 3707603216
	Settlement Date: 03/12/2012

**Borrower Name & Address:** Brett C. McCarroll  
13630 Pinerock Lane, Houston, TX 77079

**Seller Name & Address:** Anita Kay Brunsting; Amy Ruth Brunsting Co-Trustees of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, established under The Brunsting Family Living Trust dated 10-10-96 as amended and all Trusts created therein.  
203 Bloomingdale Circle, Victoria, TX 77904

Section L. Settlement Charges continued		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>801. Supplemental Summary Itemization of Line 801 Charges:</b>			
a. Closing Admin to PrimeLending, A Plainscapital Company	\$175.00 (from GFE #1)		
b. Doc Prep to Polunsky & Beitel	\$150.00 (from GFE #1)		
c. Processing to PrimeLending, A Plainscapital Company	\$395.00 (from GFE #1)		
d. Underwriting to PrimeLending, A Plainscapital Company	\$495.00 (from GFE #1)		
e. Wire Fee to PrimeLending, A Plainscapital Company	\$35.00 (from GFE #1)		
<b>1103. Supplemental Summary Itemization of Line 1103 Charges:</b>	<b>2,953.65</b>		
a. **T-1/T-1R OTP Simul w/LTP (R-5a) 1200		2,813.00	
b. T-3 Survey Amendment OTP Resi (R-16)-0501		140.65	
<b>1104. Supplemental Summary Itemization of Line 1104 Charges:</b>	<b>301.80</b>		
a. T-17 PUD End Single (R-11k)-0884	\$25.00		
b. T-19 REM End Resi (R-29A)-0885	\$126.80		
c. T-2/T-2R LTP Simul w/OTP (R-5a)-3210	\$100.00		
d. T-3 Tax Amend End-NYD&P (R24)-0710	\$5.00		
e. T-30 Tax Amendment End (Rollback) (R-19)-0700	\$20.00		
f. T-36 EPL End (R-11g)-0810	\$25.00		
<b>1100. Supplemental Summary</b>	<b>121.30</b>		
1112. Tax Certificate to			76.30
1113. TX Messenger/Overnight Delivery to	\$25.00		20.00

Section J. Summary of Borrower's Transaction continue		Borrower Charges	Borrower Credits
<b>100. Gross Amount Due From Borrower</b>			
<b>200. Amounts Paid By Or In Behalf of Borrower</b>			
<b>201. Supplemental Summary</b>	<b>4,690.00</b>		
a. pc/ck#3207/em			4,690.00

The following Section is restated from the Settlement Statement Page 1			
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	480,611.50	601. Gross amount due to seller (line 420)	469,218.35
302. Less amounts paid by/for borrower (line 220)	429,025.73	602. Less reductions in amounts due seller (line 520)	36,089.03
<b>303. Cash (X From) ( To) Borrower</b>	<b>51,585.77</b>	<b>603. Cash (X To) ( From) Seller</b>	<b>433,129.32</b>

**Seller \$3000.00 contribution**

**Lender fees:**

\$425.00 appraisal  
\$90.00 tax service  
\$9.50 flood cert  
\$495.00 underwriting  
\$175.00 close/admin  
\$395.00 processing  
\$34.00 wire  
\$150.00 doc prep  
\$64.70 property tax escrow

**Title fees:**

\$330.00 closing fee  
\$301.80 lender title fee  
\$27.00 courier/guaranty  
\$112.00 recording

**Survey \$390.00**



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*[Handwritten Signature]* 3/12/12

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1005.	City Taxes 6 mo(s) @\$143.80/mo	\$862.80		
1006.	School Taxes 6 mo(s) @\$313.93/mo	\$1,883.58		
1007.	Aggregate Adjustment	-\$1,343.29		
<b>1100. Title Charges</b>				
1101.	Title services and lender's title insurance	(from GFE #4)	658.80	
1102.	Settlement or closing fee	\$330.00		330.00
	to First American Title Company			
1103.	**Owner's title insurance - First American Title Company	(from GFE #5)	2,953.65	
1104.	*Lender's title insurance - First American Title Company	\$301.80		
1105.	Lender's title policy limit \$ 417,000.00			
1106.	Owner's title policy limit \$ 469,000.00			
1107.	Agent's portion of the total title insurance premium \$ 2,767.13			
	to First American Title Company			
1108.	Underwriter's portion of total title insurance premium \$ 488.32			
	to First American Title Insurance Company			
1109.	Doc Prep Warranty Deed to Polunsky & Beitel, LLP			85.00
1110.	Policy Guaranty Fee - Mortgagee to	\$2.00		
1111.	Policy Guaranty Fee - Owner to			2.00
	*Supplemental Summary	\$25.00		96.30
<b>1200. Government Recording and Transfer Charges</b>				
1201.	Government recording charges	(from GFE #7)	112.00	
1202.	Recording fees: Deed \$20.00 Mortgage \$92.00 Release \$0.00			
1203.	Transfer taxes	(from GFE #8)		
1204.	City/county tax/stamps:			
1205.	State tax/stamps:			
1206.				
1207.				
1208.				
1209.				
1210.				
<b>1300. Additional Settlement Charges</b>				
1301.	Required services that you can shop for	(from GFE #6)	390.00	
1302.	Survey to RLS, Inc	\$390.00		
1303.	Transfer Fee to Best Fit Solutions		150.00	100.00
1304.				
1305.				
1306.				
1307.				
1308.				
1309.				
1310.				
1311.				
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>			<b>11,393.15</b>	<b>28,753.30</b>

\* See Supplemental Page for details. \*\* Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge	# 801
Your credit / charge (points) for the specific interest rate chosen	# 802
Your adjusted origination charges	# 803
Transfer taxes	# 1203

Good Faith Estimate	HUD-1
1,250.00	1,250.00
-5,212.50	-5,212.50
-3,962.50	-3,962.50
0.00	

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	# 1201
Appraisal fee	# 804
Credit report	# 805
Tax service	# 806
Flood certification	# 807
Mortgage insurance premium for ## Months/Years	# 902
	#
	#
<b>Total</b>	
<b>Increase between GFE and HUD-1 Charges</b>	

Good Faith Estimate	HUD-1
144.00	112.00
425.00	425.00
60.00	0.81
90.00	90.00
9.50	9.50
5,087.40	5,087.40
<b>Total</b>	
5,815.90	5,724.71
-\$91.19	or -1.5679%

Charges That Can Change	
Initial deposit for your escrow account	# 1001
Daily interest charges	# 901 @\$51.410000/day
Homeowner's insurance	# 903
Title services and lender's title insurance	# 1101
Owner's title insurance	# 1103
Survey	# 1302

Good Faith Estimate	HUD-1
2,388.24	2,710.70
771.17	976.79
2,340.96	1,791.00
910.00	658.80
2,800.00	2,953.65
405.00	390.00

**Loan Terms**

Your initial loan amount is	\$ 417,000.00
Your loan term is	30 years
Your initial interest rate is	4.5000 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 2,112.88 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of 0.0000%. The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by 0.00000%. Over the life of the loan, your interest rate is guaranteed to never be lower than 0.0000% or higher than 0.0000%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$ .
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ 0.00. The maximum it can ever rise to is \$ 0.00.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ 0.00.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ 0.00 due in 0 years on .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ 750.29 that results in a total initial monthly amount owed of \$ 2,863.17. This includes principal, interest, any mortgage insurance and any items checked below: <input checked="" type="checkbox"/> Property taxes <input checked="" type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

**Note:** If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Supplemental Page HUD-1 Settlement Statement	File No. 1655369-HO37
First American Title Company Final Statement	Loan No. 3707603216
	Settlement Date: 03/12/2012

**Borrower Name & Address:** Brett C. McCarroll  
13630 Pinerock Lane, Houston, TX 77079

**Seller Name & Address:** Anita Kay Brunsting; Amy Ruth Brunsting Co-Trustees of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, established under The Brunsting Family Living Trust dated 10-10-96 as amended and all Trusts created therein.  
203 Bloomingdale Circle, Victoria, TX 77904

Section L. Settlement Charges continued	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>801. Supplemental Summary Itemization of Line 801 Charges:</b>		
a. Closing Admin to PrimeLending, A Plainscapital Company	\$175.00 (from GFE #1)	
b. Doc Prep to Polunsky & Beitel	\$150.00 (from GFE #1)	
c. Processing to PrimeLending, A Plainscapital Company	\$395.00 (from GFE #1)	
d. Underwriting to PrimeLending, A Plainscapital Company	\$495.00 (from GFE #1)	
e. Wire Fee to PrimeLending, A Plainscapital Company	\$35.00 (from GFE #1)	
<b>1103. Supplemental Summary Itemization of Line 1103 Charges:</b>	<b>2,953.65</b>	
a. **T-1/T-1R OTP Simul w/LTP (R-5a) 1200		2,813.00
b. T-3 Survey Amendment OTP Resi (R-16)-0501		140.65
<b>1104. Supplemental Summary Itemization of Line 1104 Charges:</b>	<b>301.80</b>	
a. T-17 PUD End Single (R-11k)-0884	\$25.00	
b. T-19 REM End Resi (R-29A)-0885	\$126.80	
c. T-2/T-2R LTP Simul w/OTP (R-5a)-3210	\$100.00	
d. T-3 Tax Amend End-NYD&P (R24)-0710	\$5.00	
e. T-30 Tax Amendment End (Rollback) (R-19)-0700	\$20.00	
f. T-36 EPL End (R-11g)-0810	\$25.00	
<b>1100. Supplemental Summary</b>	<b>121.30</b>	
1112. Tax Certificate to		76.30
1113. TX Messenger/Overnight Delivery to	\$25.00	20.00

Section J. Summary of Borrower's Transaction continue	Borrower Charges	Borrower Credits
<b>100. Gross Amount Due From Borrower</b>		
<b>200. Amounts Paid By Or In Behalf of Borrower</b>		
<b>201. Supplemental Summary</b>	<b>4,690.00</b>	
a. pc/ck#3207/em		4,690.00

The following Section is restated from the Settlement Statement Page 1			
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	480,611.50	601. Gross amount due to seller (line 420)	469,218.35
302. Less amounts paid by/for borrower (line 220)	429,025.73	602. Less reductions in amounts due seller (line 520)	36,089.03
<b>303. Cash (X From) ( To) Borrower</b>	<b>51,585.77</b>	<b>603. Cash (X To) ( From) Seller</b>	<b>433,129.32</b>

Seller \$3000.00 contribution

**Lender fees:**

\$425.00 appraisal  
\$90.00 tax service  
\$9.50 flood cert  
\$495.00 underwriting  
\$175.00 close/admin  
\$395.00 processing  
\$34.00 wire  
\$150.00 doc prep  
\$64.70 property tax escrow

**Title fees:**

\$330.00 closing fee  
\$301.80 lender title fee  
\$27.00 courier/guaranty  
\$112.00 recording

Survey \$390.00



Flood certification PL FBO CORELOGIC	\$9.50 (S*)
UNDERWRITING FEE to PRIMELENDING, A PLAINSCAPITAL COMPANY	\$495.00 (S*)
CLOSING ADMIN FEE to PRIMELENDING, A PLAINSCAPITAL COMPANY	\$175.00 (S*)
PROCESSING FEE to PRIMELENDING, A PLAINSCAPITAL COMPANY	\$395.00 (S*)
WIRE FEE to PRIMELENDING, A PLAINSCAPITAL COMPANY	\$35.00 (S*)
DOC PREP to POLUNSKY & BEITEL	\$150.00 (S*)
Property Taxes 6 months @ \$143.31 per month	\$64.70 (S*)
Settlement or closing fee	\$330.00 (S*)
Lender's title insurance	\$301.80 (S*)
SETTLEMENT AGENT - OTHER APR/COURIE to	\$27.00 (S*)
Recording Fees	\$112.00 (S*)
SURVEY to	\$390.00 (S*)

I/We hereby acknowledge receipt of this Origination Statement Itemizing Credits to Borrower on line 209, "Our Origination Charge", "Title Services", and Credits to Borrower for Fees Paid By Others.

Brett C. M. Carroll      3/18/12  
 - BORROWER - BRETT C. MCCARROLL - DATE -

**SELLER'S AND/OR BUYER'S/BORROWER'S STATEMENT**

I have carefully reviewed the HUD-1/Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1/Settlement Statement.

The Seller's and Buyer's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax, and insurance prorations and/or escrow reserves are based on figures for the preceding year or supplied by others or estimated for the current year. In the event of any change for the current year, all necessary adjustments will be made between Buyer/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the party responsible for payment.

The following persons, firms or corporations have received a portion of the real estate commission amount shown above (HUD Line(s) 701-704):

- 1. Prudential Gary Greene Realtors
- 2. Martha Turner Properties
- 3. Mary Johnson
- 4.
- 5.
- 6.
- 7.
- 8.

Buyer(s)/Borrower(s)

Brett C. McCarroll  
Brett C. McCarroll

Seller(s)

Anita Kay Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended and all Trusts created therein

Anita Kay Brunsting  
Anita Kay Brunsting, Co-Trustee

Amy Ruth Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended and all Trusts created therein

Amy Ruth Brunsting  
Amy Ruth Brunsting, Co-Trustee

March 12, 2012  
Date

March 12, 2012  
Date

Buyer(s)/Borrower(s) Forwarding Address:

13630 Pinerock Lane  
Houston, TX 77079

Seller(s) Forwarding Address:

203 Bloomingdale Circle  
Victoria, TX 77904

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: OMK

Date: March 12, 2012

ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

MCCARROLL  
Loan #: 3707603216  
MIN: 100053612031541267

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

✓ Anita Kay Brunsting 3/12/12

- SELLER - ANITA KAY BRUNSTING - DATE -

✓ Amy Ruth Brunsting 3/12/12

- SELLER - AMY RUTH BRUNSTING - DATE -

Brett C. M. Carroll 3/12/12

- BORROWER - BRETT C. MCCARROLL - DATE -

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

[Signature]

SETTLEMENT AGENT:  
DARLENE GLOS

3/12/12  
DATE

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

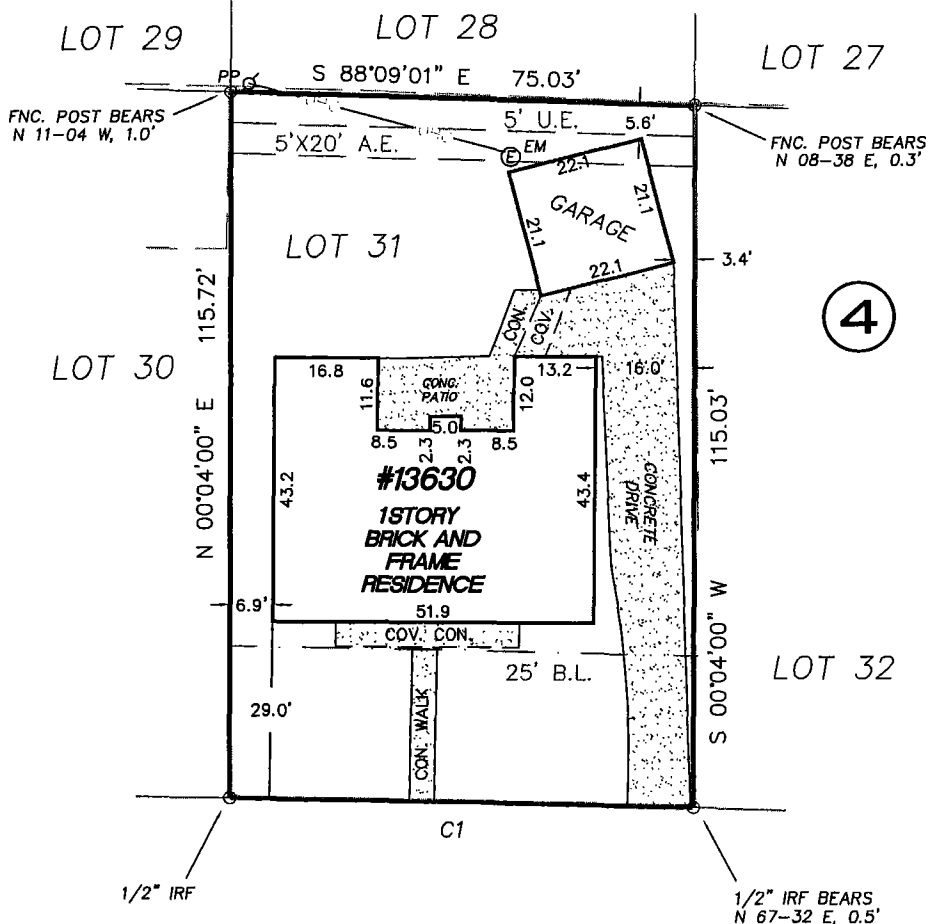


**BOUNDARY SURVEY**  
 \*\*\*1655369\*\*\*  
 \*\*\*1655369\*\*\*



**First American Title Company**

CURVE TABLE		
CURVE #	RADIUS	LENGTH
C1	6015.00	75.02

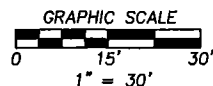


THE FOLLOWING ITEMS AS SHOWN ON THE DRAWING, UNLESS NOTED OTHERWISE, ARE TAKEN FROM THE RECORDED PLAT:

- 25' B.L.
- 5' U.E.
- 5'X20' A.E. (AERIAL EASEMENT)

ANY COVENANTS, CONDITIONS OR RESTRICTIONS, IF ANY, APPEARING IN VOLUME 132, PAGE 40, MAP AND/OR PLAT RECORDS, COUNTY CLERK'S FILE NOS. C197035, C285268, P090069, S787134, U320618, V004075, V878933, V232922 AND Y722403, O.P.R.H.C.T.

**PINEROCK LANE**  
 50' PUBLIC RIGHT-OF-WAY



RLS #:	12-02-0457
CLIENT #:	1655369-H037
FIELD DATE:	2/23/12
DRAFTER:	DMP
APPROVED:	JLR
SCALE:	1" = 30'

ALL IRON RODS SET BEAR A YELLOW PLASTIC CAP MARKED "1ST AMER 4053785800"

ADDRESS  
**13630 PINEROCK LANE**  
**HOUSTON, TEXAS 77079**

LEGAL DESCRIPTION: (AS FURNISHED)

LOT THIRTY-ONE (31), BLOCK FOUR (4), WILCHESTER WEST, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 132, PAGE 40 OF THE MAP AND/OR PLAT RECORDS OF HARRIS COUNTY, TEXAS.

BASIS OF BEARINGS: RECORDED PLAT. ALL BEARINGS AND DISTANCES ARE PLAT AND ACTUAL UNLESS OTHERWISE NOTED.

CONTROLLING MONUMENTS: A 1/2" IRF AT THE NORTHERN SW CORNER OF LOT 30 AND A 1/2" IRF AT THE SE CORNER OF LOT 33.

LIST OF POSSIBLE ENCROACHMENTS: NONE APPARENT, AS SHOWN ABOVE.

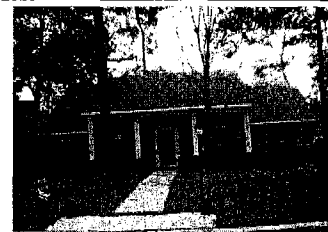
**RESIDENTIAL LAND SERVICES**

1700 S. Broadway, Building E.  
 Moore, OK 73160  
 FAX: (800) 954-0759  
 PHONE: (405) 378-5800  
 WWW.RLSNOW.COM



**Prudential**  
**GARY GREENE REALTORS®**

**PrimeLending**  
 A PlainsCapital Company.



SURVEYOR FILE NUMBER: 12-02-0221

THE SURVEYING COMPANY: RESIDENTIAL LAND SERVICES CERTIFIES THE ACCURACY AND SUFFICIENCY OF THE SURVEY PROVIDED HEREON.

CERTIFIED TO: (AS FURNISHED)

FIRST AMERICAN TITLE COMPANY  
 PRIMELENDING, A PLAINSCAPITAL COMPANY  
 BRETT C. MCCARROLL

**NOTES**

- UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY.
- THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
- THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY. THIS SURVEY IS BASED ON DOCUMENTATION PROVIDED BY THE CLIENT AND/OR TITLE COMPANY.

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

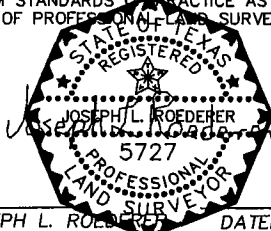
LEGEND	
TELE ☐ = TELEPHONE BOX	OVERHEAD UTILITY LINE
CATV ☐ = CATV BOX	CHAIN LINK FENCE
PP ○ = POWER POLE	WOOD FENCE
EM ⊙ = ELECTRIC METER	WIRE FENCE
GM ⊙ = GAS METER	ASPHALT
IRF = IRON ROD FOUND	GRAVEL
IRS = IRON ROD SET	CONCRETE
B.L. = BUILDING LINE	
U.E. = UTILITY EASEMENT	

**FLOOD ZONE**  
 (FOR INFORMATIONAL PURPOSES ONLY)  
 ACCORDING TO THE STANDARD FLOOD HAZARD DETERMINATION FORM PREPARED BY FIRST AMERICAN FLOOD DATA SERVICES ON 02-22-2012, THE SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE "X", PER F.I.R.M. PANEL NUMBER 48201C 0640L, LAST REVISION DATE 06-18-2007. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

**RESIDENTIAL LAND SERVICES**  
 FOR ALL INQUIRIES CONTACT:  
 RLS  
 rls.info@rlsnow.com  
 (405) 378-5800  
 FORM 6.7TX

**SURVEYOR'S CERTIFICATE**

I, JOSEPH L. ROEDERER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5727, DO HEREBY CERTIFY THAT THE SURVEY PLAT HEREON WAS PREPARED BY ME OR UNDER MY SUPERVISION AND MEETS THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.



SURVEYOR: JOSEPH L. ROEDERER DATED: 02-27-12

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

DATE	REVISION	DATE	REVISION

Reviewed & Accepted by Brett C. McCarroll Date 3/18/12 Emily J. McCarroll Date 3/18/12

*Complete Foreach*  
**DISBURSEMENT INSTRUCTIONS**

First American Title Company  
13110 Memorial Drive  
Houston, TX 77079

**IN RE: 1655369-H037 ; SALE OF PROPERTY AT 13630 Pinerock Lane, Houston, TX 77079**

The undersigned hereby authorizes and instructs escrow agent to disburse the proceeds due the undersigned in the following manner:

✓ \$ 0

**MADE PAYABLE TO: Anita Kay Brunsting, Co-Trustee**

✓ \$ 0

**MADE PAYABLE TO: Amy Ruth Brunsting, Co-Trustee**

\$ 100%

**MADE PAYABLE TO:** ✓ *Nelva E. Brunsting*  
**WIRE TRANSFER TO:** see details below *Survivor's Trust*

*[Handwritten mark]*

**BANK NAME:**

**CITY/STATE:**

**NAME ON ACCOUNT:**

**ACCOUNT NUMBER:**

**ABA NUMBER:**

As evidenced by my/our signature(s) below, I/We hereby indemnify and hold First American Title Company harmless from any liability or loss which may be incurred as a result of following the above disbursement instructions.

*Anita Kay Brunsting*  
\_\_\_\_\_  
Anita Kay Brunsting, Co-Trustee

✓ *Amy Ruth Brunsting*  
\_\_\_\_\_  
Amy Ruth Brunsting, Co-Trustee

mailing address;  
203 Bloomingdale Circle  
Victoria, TX 77904



First American Title

First American Title Company  
13110 Memorial Drive, Houston, TX 77079  
(713)461-8051 Fax - (866)905-7833

\* Nelva E. Brunsting Survivor's Trust

To: First American Title Company  
Darlene Glos, Escrow Officer  
Re: 13630 Pinerock Lane, Houston, TX 77079 ("Property")  
Seller: Amy Ruth Brunsting

File No.: 1655369-HO37 (DMG)  
Date: March 09, 2012

1099-S INPUT FORM for IRS Reporting

Why is this form required? Seller(s) of real property are required by law to provide the real estate reporting entity with your correct Social Security/Taxpayer Identification Number ("SSN/TIN"). By not providing your real estate reporting entity with your correct SSN/TIN, you may be subject to civil or criminal penalties imposed by law under the Tax Reform Act of 1986 under Internal Revenue (IRS) Code Section 6045(E), 6676, 6722, 6723 and 7203.

Each Seller must complete a separate 1099-S Input Form. Domestic corporations are exempt from reporting.

Husband and wife who file a joint tax return should complete only one 1099-S Input Form with one social security number.

Social Security Number  
[REDACTED]

ARB

OR

Taxpayer Identification Number  
45-6602570

Name/Entity (for IRS Reporting of SSN or TIN) Amy Brunsting \*  
Forwarding Street Address (after closing): 2582 Country Ledge  
City New Braunsfels State TX Zip Code 78132 Country USA

Complete

- 1. Have you owned and used the property as your principal residence for periods totaling at least two (2) out of the last five (5) years?  Yes  No
- 2. I did not acquire the property or any interest in the property in a 1031 exchange during the last five (5) years.  Yes  No
- 3. Is the sales price of the property less than \$250,000?  Yes  No
- 4. Are you married and the sales price is \$500,000 or less?  Yes  No

If you answered 'Yes' to question #1 and #2 and 'Yes' to either question #3 or #4 then you MUST COMPLETE the 'Certification for No Information Reporting' form. If you answer all questions "True" on the 'Certification for No Information Reporting' form you may be exempt from 1099 reporting.

- 5. What is your percentage or amount of ownership/sales price in the property?  
 100%  Other % 100 or \$ \_\_\_\_\_ (If other than 100% - see question #6 to name other owners)
- 6. If your answer to **question #5 is not 100%**, you must provide the Name/Entity for IRS Reporting of other owners and their Ownership Percentage or Amount.
  - Name/Entity for reporting \_\_\_\_\_ Ownership % or \$ \_\_\_\_\_
  - Name/Entity for reporting \_\_\_\_\_ Ownership % or \$ \_\_\_\_\_
  - Name/Entity for reporting \_\_\_\_\_ Ownership % or \$ \_\_\_\_\_

Under penalties of perjury, I certify that the above information is correct.

Your Signature Amy Ruth Brunsting

PLEASE NOTE THAT 1099-S INPUT FORMS MUST BE SUBMITTED FOR ALL SELLERS.

For Escrow Use Only - Additional File Information			
[ ] Change [ ] Void [ ] Delete	No. of 1099-S Forms required for this file? [ ]	Is Name/Entity Party a 'Non-Record' Seller? [ ] Type Is: [ ] H/W or Individual [ ] Trust/Business	Is Property part of an Exchange? [ ] YES [ ] NO
For Escrow Use Only - Required for 1099-S Data Entry Only (No entry in FAST)			
[ ] Add [ ] Change [ ] Delete	Contract Sales Price \$	Buyer's Part of Real Estate Tax \$	Actual Settlement Date

Rev. 8/07/06



First American Title

**First American Title Company**  
13110 Memorial Drive, Houston, TX 77079  
(713)461-8051 Fax - (866)905-7833

To: **First American Title Company**  
**Darlene Glos, Escrow Officer**  
Re: **13630 Pinerock Lane, Houston, TX 77079 ("Property")**  
Seller: **Anita Kay Brunsting**

File No.: **1655369-HO37 (DMG)**  
Date: **March 09, 2012**

**1099-S INPUT FORM for IRS Reporting**

**Why is this form required?** Seller(s) of real property are required by law to provide the real estate reporting entity with your correct Social Security/Taxpayer Identification Number ("SSN/TIN"). By not providing your real estate reporting entity with your correct SSN/TIN, you may be subject to civil or criminal penalties imposed by law under the Tax Reform Act of 1986 under Internal Revenue (IRS) Code Section 6045(E), 6676, 6722, 6723 and 7203.

**Each Seller must complete a separate 1099-S Input Form.** Domestic corporations are exempt from reporting.

**Husband and wife who file a joint tax return should complete only one 1099-S Input Form with one social security number.**

<b>Social Security Number</b>	<b>OR</b>	<b>Taxpayer Identification Number</b>
[Redacted SSN]		45 - 6602510
Name/Entity (for IRS Reporting of SSN or TIN) <u>Anita Nelda E. Brunsting</u>		
Forwarding Street Address (after closing): <u>203 Bloomingdale Circle</u>		
City <u>Victoria</u> State <u>TX</u> Zip Code <u>77904</u> Country <u>USA</u>		

complete

- Have you owned and used the property as your principal residence for periods totaling at least two (2) out of the last five (5) years?  Yes  No
- I did not acquire the property or any interest in the property in a 1031 exchange during the last five (5) years.  Yes  No
- Is the sales price of the property less than \$250,000?  Yes  No
- Are you married and the sales price is \$500,000 or less?  Yes  No

**If you answered 'Yes' to question #1 and #2 and 'Yes' to either question #3 or #4 then you MUST COMPLETE the 'Certification for No Information Reporting' form. If you answer all questions "True" on the 'Certification for No Information Reporting' form you may be exempt from 1099 reporting.**

- What is your percentage or amount of ownership/sales price in the property?  
 100%  Other 2% or \$ \_\_\_\_\_ (If other than 100% - see question #6 to name other owners)
- If your answer to **question #5 is not 100%**, you must provide the Name/Entity for IRS Reporting of other owners and their Ownership Percentage or Amount.
  - Name/Entity for reporting \_\_\_\_\_ Ownership % or \$ \_\_\_\_\_
  - Name/Entity for reporting \_\_\_\_\_ Ownership % or \$ \_\_\_\_\_
  - Name/Entity for reporting \_\_\_\_\_ Ownership % or \$ \_\_\_\_\_

**Under penalties of perjury, I certify that the above information is correct.**

**Your Signature** Anita Kay Brunsting

**PLEASE NOTE THAT 1099-S INPUT FORMS MUST BE SUBMITTED FOR ALL SELLERS.**

For Escrow Use Only - Additional File Information			
[ ] Change [ ] Void [ ] Delete	No. of 1099-S Forms required for this file? [ ]	Is Name/Entity Party a 'Non-Record' Seller? [ ] Type Is: [ ] H/W or Individual [ ] Trust/Business	Is Property part of an Exchange? [ ] YES [ ] NO
For Escrow Use Only - Required for 1099-S Data Entry Only (No entry in FAST)			
[ ] Add [ ] Change [ ] Delete	Contract Sales Price \$	Buyer's Part of Real Estate Tax \$	Actual Settlement Date

Rev. 8/07/06

Anita Kay Brunsting and Amy Ruth Brunsting  
Co-Trustees,

**WARRANTY DEED WITH VENDOR'S LIEN**

MCCARROLL  
Loan #: 3707603216  
MIN: 100053612031541267  
PIN: 098-560-000-0031

**NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT ANITA KAY BRUNSTING and AMY RUTH BRUNSTING<sup>/\*</sup> (hereinafter called "Grantors" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by BRETT C. MCCARROLL JOINED HEREIN PRO FORMA BY HIS WIFE, EMILY T. MCCARROLL whose address is 13630 PINEROCK LANE, HOUSTON, TX 77079-5914 (hereinafter called "Grantees" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the note in the principal sum of FOUR HUNDRED SEVENTEEN THOUSAND AND 00/100 Dollars (\$417,000.00), payable to the order of PRIMELENDING, A PLAINSCAPITAL COMPANY (hereinafter referred to as "Beneficiary") at the special instance and request of the Grantees herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantees herein have executed their note of even date herewith for said amount payable to the order of said Beneficiary, bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to ALLAN B. POLUNSKY, Trustee, reference to which is here made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantors' favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with ail improvements thereon, to-wit:

5876.11

Page 1 of 3



\*as Co-Trustee's of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as established under the Brunsting Family Living Trust dated 10-10-96, as amended and all Trusts created therein.

BRUNSTING000160



LOT THIRTY-ONE (31), BLOCK FOUR (4), WILCHESTER WEST, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 132, PAGE 40 OF THE MAP AND/OR PLAT RECORDS OF HARRIS COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Dated this the 12TH day of MARCH, 2012.

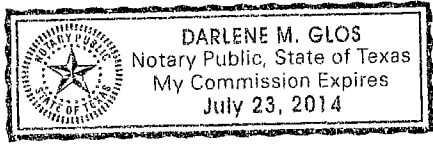
✓ Anita Kay Brunsting 3/12/12  
- SELLER - ANITA KAY BRUNSTING - DATE -  
Co-Trustee

✓ Amy Ruth Brunsting 3/12/12  
- SELLER - AMY RUTH BRUNSTING - DATE -  
Co-Trustee

THE STATE OF TEXAS: Harris  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on 3/12/12, by ANITA KAY BRUNSTING Co-Trustee

[Signature]  
Notary Public, State of Texas:



Notary's Name Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS: Harris  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on 3/12/12 by Amy Ruth Brunsting Co-Trustee

[Signature]  
Notary Public State of Texas



Notary's Name Printed: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Record/return to:  
Brett C. McCarroll  
13630 Pinerock Lane  
Houston TX 77079-5914

**NOTICE TO PURCHASERS  
DEED RESTRICTIONS**

**STATE OF TEXAS**

**COUNTY OF HARRIS**

The real property described below, which you are purchasing is subject to deed restrictions recorded in Harris County, Texas.

VOL 132 PG 40 MAP CC FILE NOS C197035 C285268 P090069 S787134 U320618 V004075 V878933  
V232922 Y722403

THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. THE CITY OF HOUSTON IS AUTHORIZED BY STATUTE TO ENFORCE COMPLIANCE WITH CERTAIN DEED RESTRICTIONS. You are advised that, in the absence of a declaratory judgment that the referenced restrictions are no longer enforceable, the City of Houston may sue to enjoin a violation of such restrictions. ANY PROVISIONS THAT RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY ON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN ARE UNENFORCEABLE; however, the inclusion of such provision does not render the remainder of the deed restrictions invalid. The legal description and street address of the property you are acquiring are as follows:

LOT THIRTY-ONE (31) IN BLOCK FOUR (4) OF WILCHESTER WEST, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 132, PAGE 40 OF THE MAP AND/OR PLAT RECORDS OF HARRIS COUNTY, TEXAS.

also known as 13630 Pinerock Lane, Houston, Texas 77079.

\_\_\_\_\_  
Date 2/12/12

\_\_\_\_\_  
Date 2/12/12

Anita Kay Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended, all Trusts created therein

\_\_\_\_\_  
Anita Kay Brunsting, Co-Trustee


Amy Ruth Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended and all Trusts created therein

\_\_\_\_\_  
Amy Ruth Brunsting, Co-Trustee

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the 3/12/12 day of 2012, by Anita Kay  
Brunsting ~~OR~~ Amy Ruth Brunsting, Co-Trustees.  
and

  
\_\_\_\_\_  
Notary Public, State of Texas



The undersigned admit receipt of the foregoing notice at or prior to closing the purchase of property above described.

3/12/12  
Date

Brett C. McCarroll  
Brett C. McCarroll

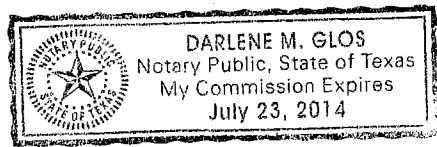
\_\_\_\_\_  
Date

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 12 day of March, by Brett C. McCarroll.

[Signature]  
Notary Public, State of Texas





**First American Title**

First American Title Company  
13110 Memorial Drive  
Houston, TX 77079  
Phn - (713)461-8051  
Fax - (866)905-7833

March 12, 2012

Escrow GF No : 1655369-HO37 DMG  
Property Address: 13630 Pinerock Lane, Houston, TX 77079

**Errors and Omission Compliance Agreement**

First American Title Company, acting as closing agent for the above referenced transaction is relying on information provided from third parties. In consideration of First American Title Company, closing the above referenced transaction, the undersigned Sellers, Purchasers and/or Borrowers if requested by First American Title Company, agree to fully cooperate to adjust for any errors and/or omissions relating to such third party information. This includes but is not limited to any adjustments for loan payoffs, creditor payoffs, property tax or water bill pro-rations, insurance premiums, repair bills or any undisclosed monies to be collected. The undersigned agree to provide First American Title Company with any additional funds within five (5) business days.

The undersigned parties agree that subsequent to closing, if First American Title Company discovers clerical or typographical errors in any of the closing documentation, correction of those documents will be necessary.

Seller(s)      Buyer(s)/  
Initials:      Borrower(s)

Initials:

✓ \_\_\_\_\_ *Bnd*

The undersigned agree to re-execute or initial any correction documents in a timely manner and understand time is of the essence and any delay in these corrections will delay recording of the documents and/or funding.

*Brett C. McCarroll*  
\_\_\_\_\_  
Brett C. McCarroll

Anita Kay Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended al all Trusts created therein

✓ *Anita Kay Brunsting*  
\_\_\_\_\_  
Anita Kay Brunsting, Co-Trustee

Amy Ruth Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended and all Trusts created therein

✓ *Amy Ruth Brunsting*  
\_\_\_\_\_  
Amy Ruth Brunsting, Co-Trustee

**AFFIDAVIT OF NON-PRODUCTION**

MCCARROLL  
Loan #: 3707603216  
MIN: 100053612031541267

Words used in this Affidavit are defined below. Words in the singular mean and include the plural and vice versa.

"Lender" is PRIMELENDING, A PLAINSCAPITAL COMPANY, and its successors or assigns.

"Property" means the property commonly known as 13630 PINEROCK LANE, HOUSTON, TX 77079-5914.

"Settlement Agent" is \_\_\_\_\_

BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared the undersigned Borrower(s), personally known to me to be the person(s) whose name(s) are subscribed herein and upon their oath depose and represent to the best of his/her/their knowledge to Lender and Settlement Agent that:

1. No drilling operations have ever begun during the term of any oil, gas and mineral lease(s) affecting the Property;
2. No oil, gas, or any other mineral has previously been produced from the Property;
3. No oil, gas, or other mineral is now being produced from the Property; and
4. Any and all leases affecting the Property have expired prior to closing of this loan by their own terms and conditions.

The undersigned Borrower(s) realize that these representations are made to induce Lender to lend money, and that all parties are relying upon the truth of said statements.

**ACKNOWLEDGEMENT OF RECEIPT**

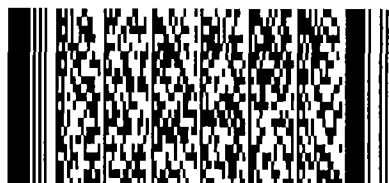
I hereby acknowledge receipt of this Affidavit of Non-Production and further acknowledge that I understand its provisions. Words used in this Affidavit of Non-Production mean and include the plural and vice versa.

Executed this 12TH day of MARCH, 2012.

Brett C. M. Carroll 3/12/12  
- BORROWER - BRETT C. MCCARROLL - DATE -

Anita Kay Brunsting 3/12/12  
- SELLER - ANITA KAY BRUNSTING - DATE -

Amy Ruth Brunsting 3/12/12  
- SELLER - AMY RUTH BRUNSTING - DATE -



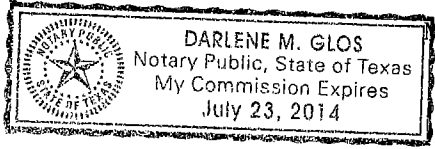
Anita - Sella ✓

3707603216

ACKNOWLEDGEMENT

Subscribed and sworn to before me on 3/12/12 ✓ [Signature]

Notary Public in and for the State of



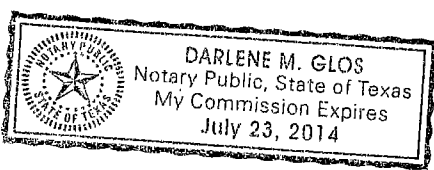
My Commission Expires:

Brett - Buyer ✓

ACKNOWLEDGEMENT

Subscribed and sworn to before me on 3/12/12 ✓ [Signature]

Notary Public in and for the State of

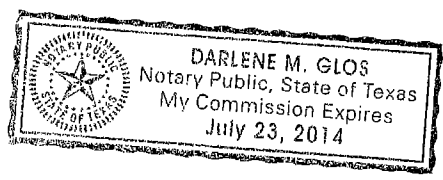


My Commission Expires:

ACKNOWLEDGEMENT - Amy - Seller ✓

Subscribed and sworn to before me on 3/12/12 ✓ [Signature]

Notary Public State of Texas



Commission Expires: \_\_\_\_\_



**CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER**

Title Company: First American Title Company  
File No.: 1655369-HO37  
Purchaser(s)/Borrower(s): Brett C. McCarroll  
Seller(s): Anita Kay Brunsting and Amy Ruth Brunsting  
Lender: PrimeLending, A Plainscapital Company  
Property: LOT THIRTY-ONE (31) IN BLOCK FOUR (4) OF WILCHESTER WEST, A  
SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT  
THEREOF RECORDED IN VOLUME 132, PAGE 40 OF THE MAP AND/OR PLAT  
RECORDS OF HARRIS COUNTY, TEXAS.

By initialing one or more of the following items as may be appropriate for this transaction, each Seller and/or Buyer/Borrower acknowledges understanding of the disclosures being made by Title Company and affirms the representations made to them by Title Company as indicated. Each such disclosure or representation may jointly benefit both First American Title Company and its underwriter. Singular reference to Seller, Buyer and Borrower includes multiple individuals/entities identified above.

***Any numbered item not applying to this transaction may be crossed out.***

Buyer(s) 1) **WAIVER OF INSPECTION:** You may refuse to accept an exception to  
Initials: BNM  
"Rights of Parties in Possession" in the Owner Title Policy to be issued. "Rights  
of Parties in Possession" means one or more persons who are themselves  
actually physically occupying the Property or a portion thereof, under a claim  
of right adverse to the record owner of the Property. Title Company may  
require an inspection and may charge for reasonable and actual costs to  
inspect. Title Company may make additional exceptions for matters the  
inspection reveals. If you initial this paragraph, you waive inspection of the  
Property and you accept the exception in your Owner Title Policy.

Buyer(s)/ 2) **RECEIPT OF TITLE COMMITMENT:** You acknowledge having received and  
Borrower(s) reviewed a copy of the Title Commitment issued in connection with this  
Initials: BNM  
transaction and you understand that your Owner Title Policy will contain the  
exceptions set forth in Schedule B of the Title Commitment, and any additional  
exceptions to title resulting from the documents involved in this transaction.

Buyer(s)/ 3) **NOTICE:** You may wish to consult an attorney to discuss matters shown in  
Borrower(s) Schedule B or C of the Title Commitment. These matters will affect your title  
Initials: BNM  
and use of your Property. Your Owner Title Policy will be a legal contract  
between you and the Title Company. The Title Commitment and Owner Title  
Policy are not abstracts of title, title reports or representations of title. The  
Owner Title Policy is a contract of indemnity. Title Company does not  
represent that your intended use of the Property is allowed under the law or  
under the restrictions or exceptions to title on your Property.

Buyer(s) 4) **ACCEPTANCE OF SURVEY:** Buyer has received and reviewed a copy of the  
Initials: BNM  
survey of the Property made in connection with this transaction and  
acknowledges the matters of conflict, encroachment(s) and/or discrepancies  
disclosed by the survey.

~~Buyer(s) 5) **UNSURVEYED PROPERTY:** Buyer understands that a current survey of the  
Initials: BNM  
Property has not been done in connection with this transaction and that the  
Owner Title Policy to be issued to Buyer will not provide title insurance  
coverage against encroachment of improvements, boundary conflicts, or other  
matters that would be found by a current survey.~~

Buyer(s) 5a) Title Company has not attempted to determine if the Property lies in a special  
Initials: BNM  
flood hazard area, and Title Company has not made any representation  
concerning proximity of the Property in relation to any flood-plain or flood  
hazard area. Buyer is advised that information concerning special flood hazard  
areas may be available from county or municipal offices, a qualified surveyor or  
land=engineering company, or a private flood-plain consultant.

**CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER**

Seller(s) Initials:	Buyer(s)/ Borrower(s) Initials:
_____	_____
_____	_____

6) **REFINANCE/PURCHASE - SURVEY:** Borrower understands that in connection with the present refinance or purchase transaction First American Title Insurance Company has been requested to issue its Mortgagee Title Policy to the Lender, and that in said Mortgagee Title Policy certain survey coverage has been requested by the Lender for which a new survey is typically required. Borrower also understands that he/she may provide this affidavit to the Title Company together with an original or legible copy of a previous survey in lieu of a new survey being obtained.

Attached hereto is a true and correct copy of a survey dated 2/23/2012

Fence does not follow property line, prepared by Joseph Roederer ,RPLS, (hereinafter the "Previous Survey").

The present transaction will not cover any other property other than the property described in the Previous Survey.

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being sworn, stated:

- A) We are the owners of the Property. (or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
- B) We are familiar with the property and the improvements located on the Property.
- C) We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Company may make exceptions to the coverage of the title insurance as Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner Policy of Title Insurance upon payment of the promulgated premium.
- D) To the best of our actual knowledge and belief, since there have been no:
  - 1. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
  - 2. changes in the location of boundary fences or boundary walls;
  - 3. construction projects on immediately adjoining property(ies) which encroach on the Property;
  - 4. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property. Except for the following (if none, insert "None" below):
- E) We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property attached to this Affidavit. This affidavit is not made for the benefit of any other parties and this affidavit does not constitute a warranty or guarantee of the location of improvements.
- F) We understand that we have no liability to Title Company or the title insurance company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

✓ Seller(s) Initials:	Buyer(s) Initials:
ARB AKS	BMI

7) **PROPERTY TAX PRORATIONS:** Property taxes for the current year have been prorated between Buyer and Seller, who each acknowledge understanding that these prorations are based either on tax amounts for the preceding year or on estimates of the appraised value and/or estimated tax rates for the current year. Buyer and Seller each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st), they will adjust any matters of re-proration and reimbursement between themselves and that Title Company shall have no further liability or obligation with respect to these prorations. However, in the event of any conflict between this paragraph and the contract between Buyer and Seller, the contract will control.

7a) **UNIMPROVED TAX RESERVE TO LENDER:** Buyer is aware that the escrow account being created at closing is based on partially unimproved taxes. Buyer also understands there is a possibility that the escrow account held by Lender

**CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER**

BM  
\_\_\_\_\_

may be short at the end of the year and the Lender could require additional money to make up the shortage or the Lender can increase the monthly payment to collect this shortage.

Buyer(s) 8) **TAX RENDITION AND EXEMPTIONS:**  
Initials: BM  
\_\_\_\_\_

Although the Harris County Appraisal District (AD) may independently determine Buyer's new ownership and billing address through deed record research, Buyer is still obligated by law to "render" the Property for taxation by notifying the AD of the change in the Property's ownership and of Buyer's proper address for tax billing. Buyer is advised that taxes may have been assessed on the basis of various exemptions obtained by Seller:

- 1) Homestead \_\_\_\_\_
- 2) Over-65 \_\_\_\_\_
- 3) Disabled veteran \_\_\_\_\_
- 4) Agricultural \_\_\_\_\_

To the extent that Buyer may qualify to continue these exemptions, it is the responsibility of Buyer to satisfy requirements of the AD within the period of time allowed. Buyer acknowledges understanding of these obligations and the fact that Title Company assumes no responsibility for future accuracy of AD records concerning ownership, tax-billing address or status of exemptions.

Buyer(s) 8a) **OVER 65 EXEMPTION:**  
Initials: BM  
\_\_\_\_\_

The property taxes on the above referenced property are assessed with an over 65 exemption. If the Buyer is not entitled to this exemption, the taxing authorities are authorized by law to remove the exemption as of the date of sale and assess the taxes for the remainder of the year at the non-exempt rate. The taxing authorities may send a supplemental tax bill assessing the remainder of the current year's taxes without the exemption. Buyer acknowledges sole responsibility for the payment of and that the Title Company shall have no liability or obligation with respect to any supplemental tax bill. Further, unless instructed otherwise by the lender, the escrow (if any) was established using calculations based on the most recently available tax amounts, with the exemption. Therefore, the lender may, once the new tax amounts are established, adjust the Buyer's escrow payment to reflect the increased tax amount.

~~Seller(s) Buyer(s)  
Initials: Initials:  
\_\_\_\_\_  
\_\_\_\_\_~~

8b) **AGRICULTURAL EXEMPTION:** Seller and Buyer hereby acknowledge they are aware the real property being purchased is subject to an agricultural exemption on the tax roll. The Title Company assumes no responsibility for any future roll back taxes and Buyer understands and agrees, if the taxing authorities roll back taxes due to the exemption being removed, they will be responsible for all future taxes assessed by the taxing authorities and hold the Title Company harmless from any claim that may arise due to this exemption being removed from the tax roll.

~~Seller(s) Buyer(s)  
Initials: Initials:  
\_\_\_\_\_  
\_\_\_\_\_~~

9) **SPLIT OUT - TAXES:** Seller and Buyer agree and understand the taxes need to be "split out" at the Appraisal District. By our initialing this section, we agree to hold the Title Company harmless from any claim that may arise due to any further adjustments of the prorations after closing.

✓ Seller(s)  
Initials: APB  
APB

10) **PRIOR YEAR TAXES PAID:** Seller certifies all taxes for prior years have been paid in full. The undersigned Seller further agrees to reimburse Title Company for any and all unpaid taxes, penalties, interest and attorney fees due to taxes being due and/or unpaid as determined by the AD and/or taxing authorities.

Seller further agrees that any default in prior payment of property taxes, either current or delinquent, will on demand, be promptly reimbursed by Seller to Title Company.

✓ Seller(s) Buyer(s)  
Initials: Initials:  
APB BM  
APB \_\_\_\_\_

11) **ACCEPTANCE OF REPAIRS:** If Seller and Buyer have previously agreed upon Seller's obligation to perform certain repairs to the Property prior to closing, both parties affirm that all agreed upon repairs have been completed, and Buyer accepts such repairs as being completed to Buyer's satisfaction.

Seller(s) Buyer(s) 11a) **REPAIRS SUBSEQUENT TO CLOSING:** If Seller and Buyer have agreed

**CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER**

upon Seller's obligation for certain repairs or other work affecting the Property to be performed after closing, both Buyer and Seller acknowledge their understanding that Title Company shall have no duty or responsibility concerning completion, quality of workmanship or materials, or payment for such post-closing repairs or work to or on the Property.

*Seller Buyer*  
 ✓ Initials: ARB Initials: BML

Buyer(s) 12) Initials: BML

**12) HOMEOWNER'S ASSOCIATION:** Buyer acknowledges notification that ownership of the Property involves membership in a Homeowner's or Property Owner's Association to which monthly or annual dues or assessments will be owed that may be enforceable by a lien against the Property. Buyer understands that the Association (or its managing agent) should be contacted by Buyer directly to ascertain the exact amount of future dues or assessments. Title Company disclaims any knowledge of, and has made no representations with respect to, the Association's annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. Buyer accepts sole responsibility to obtain such information and verify its accuracy to Buyer's satisfaction.

Buyer(s) 13) Initials: BML

**13) COMMON KEY NOTICE:** Buyer acknowledges that the Property being purchased has been and presently is accessible by means of a common or master key used by the Seller for this and other properties. Buyer is advised to have all locks on the Property immediately re-keyed, which will be at Buyer's expense. Buyer hereby releases Seller and Title Company from liability for any loss, damage, or injury that may result from future unauthorized entry by means of the common or master key.

~~Seller(s) Buyer(s)  
Initials: Initials:~~

**14) ARBITRATION:**

**A. VACANT LAND**

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not initial this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

~~Seller(s) Buyer(s)  
Initials: Initials:~~

**B. SELLER FINANCE**

You may require deletion of the arbitration provision of the Mortgagee Title Policy. If you do not initial this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

~~Seller(s) Buyer(s)  
Initials: Initials:~~

**15) POWER OF ATTORNEY:** This transaction involves the use of a Power of Attorney. Authority has been granted to \_\_\_\_\_ to act as agent and attorney-in-fact for \_\_\_\_\_. The Title Insurance Company must confirm that said Power of Attorney is still valid.

\_\_\_\_\_  
(Ratified by) Principal Contacted: \_\_\_\_\_  
Date and Time Principal contacted: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

✓ Seller(s) Buyer(s)  
Initials: ARB Initials: BML  
ARB

**16) CLOSING DISCLAIMER:** Seller and Buyer each acknowledge understanding that the above referenced transaction has not yet "closed". At this time, any change in possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION HAS NOT "CLOSED" UNTIL:

- A) ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- B) ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION, INCLUDING THE LENDER IF ANY, AND BY TITLE COMPANY;
- C) ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE; AND
- D) ALL NECESSARY DOCUMENTS ARE FILED OF RECORD IN THE APPROPRIATE PUBLIC RECORDS.

Buyer and Seller also recognize that neither Title Company nor its underwriter are under any obligation to defend possession of the Property or to insure title of the Property, until such time as the above stated requirements have been fulfilled.

✓ Seller(s)  
Initials: ARB  
ARB

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

**CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER**

**CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER**

Buyer/  
Borrower(s)  
Initials:  
BM

18) **DISCLOSURE TO PURCHASER:** Undersigned Buyer/Borrower ("Undersigned") acknowledges that Title Company has NOT performed a search of the real property records with reference to possible federal or state tax liens, abstract of judgements, or other involuntary liens which may have been filed against the Undersigned. Undersigned understands that such involuntary liens may need to be released prior to the resale or mortgaging of this property. The owner policy of title insurance does not protect the insured against involuntary liens filed against said insured.

✓ Seller(s)  
Initials:  
AKB

~~Refinance  
Borrower(s)  
Initials:  
AKB~~

19) **AFFIDAVIT AS TO DEBTS & LIENS:**

A) I am over the age of 18 years.

B) My marital status has x has not changed (**CHECK THE APPROPRIATE RESPONSE**) since the date that I acquired the above described property.

C) I have also been known by the following names in addition to the name listed above: \_\_\_\_\_

D) I state under oath that all bills for labor performed and material furnished for improvements (if any) made by, or for me have been paid, and that at present I do not owe any person or firm for such improvements; and there are no liens including federal or state tax liens or judgment liens, of any kind; and no proceedings have been commenced in any federal court or state court to which I am a party, except:

\$ \_\_\_\_\_ to \_\_\_\_\_  
 \$ \_\_\_\_\_ to none  
 \$ \_\_\_\_\_ to \_\_\_\_\_

E) To my knowledge there are no loans or unpaid debts for any personal property or fixtures which are located on the subject property and that no such items have been purchased on time-payment contract; and that there are no security interests on such property secured by financing statements, security agreements or otherwise, except:

\$ \_\_\_\_\_ to \_\_\_\_\_  
 \$ \_\_\_\_\_ to none  
 \$ \_\_\_\_\_ to \_\_\_\_\_

F) The amount due any lienholder was furnished by the lienholder and is good only through an anticipated disbursement date. Should there be any discrepancies First American Title Insurance Company is hereby authorized to disburse any additional funds required by lienholder and adjust the net amount due the Seller by a like amount. Seller is aware that the lienholder has furnished a statement showing amounts due to payoff existing lien(s). In the event lienholder makes a demand for a greater amount than shown on payoff statement and closing statement, Seller agrees to reimburse First American Title Insurance Company for any funds advanced in order to cure any discrepancies or demand.

G) To my knowledge, Owner's possession of the property has been peaceable and undisturbed and title to said property has never been disputed or questioned, nor do I have any knowledge of adverse claims against any portion of the property.

H) I have not signed any contracts of sale, deeds, deeds of trust, mortgages or quitclaims affecting the property, except documents pertaining to the guaranty file listed above.

**CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER**

I) I have no knowledge of any paving or mowing liens outstanding against the property.

I understand that the Purchaser and/or Lender and Title Company in this transaction are relying upon the representations contained herein in purchasing the subject property, lending money thereon, and/or issuing title insurance policies thereon, and would not do any of the above unless said representations were made.

*Brett C. McCarroll*

Brett C. McCarroll

Anita Kay Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended al all Trusts created therein

*Anita Kay Brunsting*  
Anita Kay Brunsting, Co-Trustee

Amy Ruth Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended and all Trusts created therein

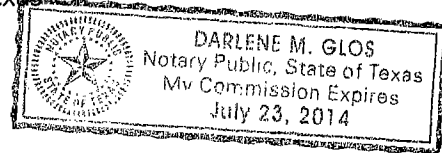
*Amy Ruth Brunsting*  
Amy Ruth Brunsting, Co-Trustee

SWORN TO AND SUBSCRIBED BEFORE ME on this 3/12 day of 2012, by Brett C. McCarroll, a married man.

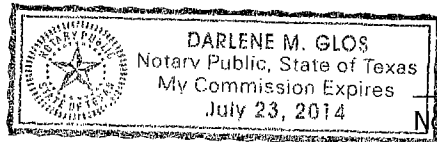
*[Signature]*

Notary Public, State of Texas

STATE OF TEXAS            )  
  ) §  
COUNTY OF HARRIS        )



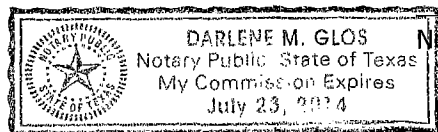
This instrument was acknowledged before me on this 3/12 day of 2012, , by Brett C. McCarroll, a married man.



*[Signature]*

Notary Public, State of Texas

*ack*  
Sworn to and subscribed before me this 3/12 day of 2012, , by Anita Kay Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended al all Trusts created therein ~~and~~ Amy Ruth Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended and all Trusts created therein.



*[Signature]*

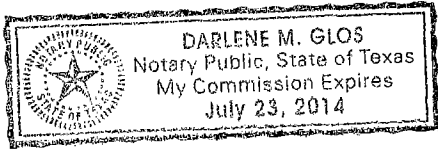
Notary Public, State of Texas

**CLOSING AFFIDAVIT  
SELLER/PURCHASER/BORROWER**

STATE OF TEXAS            )  
  ) §  
COUNTY OF                )

*and*

This instrument was acknowledged before me this \_\_\_ day of 3/10 2012, , by Anita Kay Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended al all Trusts created therein and Amy Ruth Brunsting as Co-Trustee of the Nelva E. Brunsting Survivor's Trust dated 4-1-2009, as Established under The Brunsting Family Living Trust dated 10-10-1996, as amended and all Trusts created therein.



*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

Sworn to and subscribed before me this day of , , by , , of Anita Kay Brunsting, a corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS            )  
  ) §  
COUNTY OF HARRIS        )

This instrument was acknowledged before me this day of , , by , , of Anita Kay Brunsting, a corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas



DURA PIER®

ASSIGNMENT OF WARRANTY

This is to certify that on March 12 <sup>08</sup> 2012, title to the

property known as 13630 Pinerock Lane

in the City of Houston, was, or will be,

transferred from Elmer or Nelva Brunsting \* to

Brett C. McCarroll and Emily T. McCarroll

IN WITNESS WHEREOF, I Darlene M. Glos

have hereunto set my hand, this 12 day of March, 2012.

[Signature]

§§§

Brett C. McCarroll

Emily T. McCarroll Buyer

State of Texas

County of Harris

Brett C. & Emily T. McCarroll, personally appeared before me, and being first duly sworn, declared that he signed this application in the capacity designated, if any, and further states that he has read the above application and the statements therein contained are true.

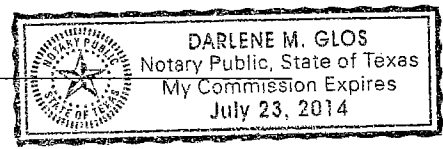
Brett C. McCarroll  
and  
Emily T. McCarroll

Subscribed and sworn to before me this 12 day of March, 2012

[Signature]

Notary Public Signature

Notary Public Printed or Typed Name



My commission expires: \_\_\_\_\_

§§§

This is to certify that, by payment of the transfer fee in the amount of \$ 100.00, receipt of which is hereby acknowledged, and on the facts contained above, the foundation repair warranty has been transferred on the records of DURA PIER® to the new OWNER effective on the date of title transfer.

DURA PIER®

By \_\_\_\_\_

Date \_\_\_\_\_

§§§

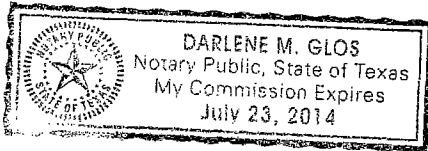
\* Anita Kay Brunsting and Amy Ruth Brunsting  
Co Trustees, Nelva Brunsting Trust.

# Seller Acknowledgments

3707603216

THE STATE OF TEXAS:  
COUNTY OF Harris

This instrument was acknowledged before me on 3-12-12, by ANITA KAY BRUNSTING Co-Trustee



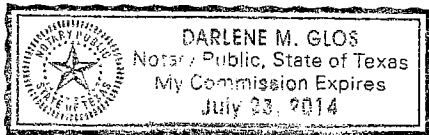
[Signature]  
Notary Public, State of Texas:

Notary's Name Printed:  
\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF Harris

This instrument was acknowledged before me on 3-10-12 by Amy Ruth Brunsting Co-Trustee



[Signature]  
Notary Public State of Texas

Notary's Name Printed:  
\_\_\_\_\_

Commission Expires: \_\_\_\_\_

# DURA PIER®

## FOUNDATION REPAIR WARRANTY

Be it known that repair to the foundation  
of the structure known as

13630 Pinerock

In the City of Houston, TX 77079

by use of the DURA PIER® Method of foundation repair in accordance with the provisions of the

contract dated February 18, 19 93, by and between

Elmer Brunst<sup>INC</sup>ein OWNER of the structure

and Charles Terry a licensee of DURA PIER® is warranted by DURA PIER® for the life of the structure it supports, subject to all conditions and provisions of the said contract attached to and made part of this warranty, in addition to or in reiteration of the following specific items:

### SCOPE OF THE WARRANTY

This warranty applies to **ONLY** the work performed by the DURA PIER® licensee under the terms, provisions and conditions of the said contract. **SPECIFICALLY EXCLUDED** is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing (exposed, concealed or buried), furniture, fixtures, furnishings or personal property without regard to when or where said damage may occur. The sole service to be provided by DURA PIER® under this warranty is specifically limited to re-leveling of the foundation in any area repaired under the provisions of the said contract where differential deflections, after repairs were completed, have exceeded one part in three-hundred sixty parts (1/360).

### EXCLUSIONS

In additions to the specific exclusions listed above, this warranty shall be null and void if;

1. The structure is altered or modified, or if additions are made to it without the prior written approval of DURA PIER®.
2. The structure suffers fire, flood or storm damage to any degree. Flood damage shall include water or sewer leaks under or adjacent to the foundation.
3. The structure is sited on a fault.
4. Underground facilities or swimming pools are installed within a horizontal distance equal to or less than their depth from the foundation.

### ARBITRATION OF DISPUTES

In the event that the OWNER and DURA PIER® cannot agree that the movement in the foundation has been controlled and movement is within the tolerances specified above, it is specifically agreed by acceptance of this warranty that the matter shall be determined by binding arbitration as follows:

- A. Each party shall select one (1) arbitrator who shall be a Registered Professional Civil or Structural Engineer, experienced in the field of shallow foundations and engaged solely in the private practice of his or her profession and the two (2) so selected shall select a third (3rd) of like qualifications.
- B. Failing a selection of an arbitrator by either party or by the two (2) so selected, an Arbitrator of like qualifications shall be selected by the American Arbitration Association, or any successor thereto, on application of either party.
- C. Arbitration shall be conducted in accordance with the rules then prevailing of the American Arbitration Association, or any successor thereto.

## TRANSFER OF WARRANTY

In the event a change in ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than sixty (60) days after sale of said property. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. Transfer must be made on the form attached to and made part of this warranty. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN SIXTY (60) DAYS AFTER SALE OF SAID PROPERTY THIS WARRANTY IS NULL AND VOID.**

## NOTICES

All notices hereunder shall be sent by first class mail to:  
DURA PIER® INC  
P. O. Box 35008  
Houston, Texas 77035-5008  
until otherwise notified, in writing, of a change of address.

The principal place of business for DURA PIER® INC in Houston, Texas is:

~~5329 Dryad~~  
Houston, Texas 77035  
713/721-8883  
713/721-3787 Fax

13124 Player  
Houston, TX. 77035-5008

## STATUS OF THE AGREEMENT

This warranty contains the entire agreement of the parties as set forth in the aforesaid contract; there are no other warranties expressed or implied, representations, promises, agreements, arrangements or undertakings, oral or written, between the parties hereto, other than those set forth in the said contract and/or those contained herein.

## ATTACHMENTS

Attached to and made part of this warranty agreement are:

1. The contract by and between the OWNER and said DURA PIER® licensee.
2. The drawing depicting placement and number of piers completed.
3. Transfer assignment form in event of change in ownership of said property.

DURA PIER® INC

By SM Peltz

Date 3/24/93



March 10, 2012

INVOICE # 110

RE: 13630 PINEROCK

TRANSFERRED WARRANTY FROM MR ELMER BRUNSTEIN TO THE  
NEW OWNERS.

DURA PIER - TX, INC.

FOUNDATION REPAIR

\$100.00 FEE

13030 PLAYER ST.

P.O. BOX 35840

HOUSTON, TX

77235-5840

PH: 713-721-8888

1-800-656-3872

FAX: 713-721-3787

TOTAL DUE \$100.00

Thank You,

Susan Block  
Office Manager  
Dura Pier-Tx.,  
13030 Player Street  
Houston, Texas 77045  
713-721-8888

Tomorrow's

technology

for today's

full service

foundation

repair



AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

13630 Pinerock Ln Houston Tx 77079 Houston (Street Address and City)

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

- (1) The Sales Price in Paragraph 3 of the contract is: A. Cash portion of Sales Price payable by Buyer at closing \$ 52,000.00 B. Sum of financing described in the contract \$ 417,000.00 C. Sales Price (Sum of A and B) \$ 469,000.00 (2) in addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments: (3) The date in Paragraph 9 of the contract is changed to March 12, 2012, March (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ 3,000.00 (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ by Seller, \$ by Buyer. (6) Buyer has paid Seller an additional Option Fee of \$ for an extension of the unrestricted right to terminate the contract on or before This additional Option Fee will will not be credited to the Sales Price. (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid. (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Financing Approval as set forth in the Third Party Financing Condition Addendum is changed to (9) Other Modifications: (Insert only factual statements and business details applicable to this sale.) Sellers names amended to be Amy Ruth Brunsting and Anita Kay Brunsting

EXECUTED the day of (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Brett C. McCarroll

Seller Amy Ruth Brunsting

Buyer

Seller Anita Kay Brunsting

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (http://www.trec.state.tx.us) TREC No. 39-6. This form replaces TREC No. 39-6

TREC NO. 39-6



AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

13630 PINESOCK LN (Street Address and City)

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

- (1) The Sales Price in Paragraph 3 of the contract is: A. Cash portion of Sales Price payable by Buyer at closing... B. Sum of financing described in the contract... C. Sales Price (Sum of A and B)... (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments: Seller to contribute 3000 towards buyers closing cost in lieu of repairs (3) The date in Paragraph 9 of the contract is changed to... (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$... (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$... by Seller; \$... by Buyer. (6) Buyer has paid Seller an additional Option Fee of \$... for an extension of the unrestricted right to terminate the contract on or before 20... This additional Option Fee will/will not be credited to the Sales Price. (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid. (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Financing Approval as set forth in the Third Party Financing Condition Addendum is changed to 20... (9) Other Modifications: (Insert only factual statements and business details applicable to this sale.)

EXECUTED the 21st day of January, 2012. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Brett M. Carroll Buyer

Amy Brunst Seller

Emily J. McCarroll Buyer

Attached Auto Kay Brunst Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (http://www.trec.state.tx.us) TREC No. 39-6. This form replaces TREC No. 39-5.

Anita Please Sign/initial  
Anita Brunsting

G.F# 1655369



08-01-2011

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)  
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

Anita Brunsting

1. PARTIES: The parties to this contract are Amy Brunsting (Seller) and Brett C. McCarroll, Emily T. McCarroll (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY:

A. LAND: Lot 31 Block 4, Wilchester West Addition, City of Houston, County of Harris, Texas, known as 13630 Pineroak Ln Houston Tx 77079 5914 (address/zip code), or as described on attached exhibit.

B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: n/a

The land, improvements and accessories are collectively referred to as the "Property".

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing ..... \$ 52,000.00  
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) ..... \$ 417,000.00  
C. Sales Price (Sum of A and B) ..... \$ 469,000.00

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ 3B above (excluding any loan funding fee or mortgage insurance premium).

(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s), (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) Credit Approval: (Check one box only)

(a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

(b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ \_\_\_\_\_, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

Initialed for identification by Buyer BCM etm and Seller ARJ TREC NO. 20-10

Prudential Gary Greene, 1519 Brenda Trails Dr Spring, TX 77379  
Mary Johnson

Phone: 281.376.9635

Fax: 281.441.0630

Produced with zipForm® by zipLogix, 10070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Brett C. and Emily T.

Handwritten initials/signature



6. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$4,690.00 as earnest money with Darlana Glas as escrow agent, at First American Title Co 13110 Memorial Dr (address). Buyer shall deposit additional earnest money of \$ \_\_\_\_\_ with escrow agent within \_\_\_\_\_ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. **TITLE POLICY AND SURVEY:**

A. **TITLE POLICY:** Seller shall furnish to Buyer at  Seller's  Buyer's expense an owner policy of title insurance (Title Policy) issued by First American title Co (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.

C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

(1) Within 7 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date.

(2) Within \_\_\_\_\_ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

(3) Within \_\_\_\_\_ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. **OBJECTIONS:** Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: residential use

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time

Initiated for Identification by Buyer BCM etm and Seller ARB HLG TREC NO. 20-10

allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party tender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP: The Property  is  is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used for each association.
- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer

Initialed for Identification by Buyer BCM etm and Seller ARB AAR TREC NO. 20-10

hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

#### 7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):  
(Check one box only)

(1) Buyer has received the Notice.

(2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

(3) The Seller is not required to furnish the notice under the Texas Property Code.

- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

- D. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

(1) Buyer accepts the Property in its present condition.

(2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense shall complete the following specific repairs and treatments: \_\_\_\_\_

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments.

- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wellands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

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TREC NO. 20-10

- H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ n/a. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.
8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. CLOSING:
- A. The closing of the sale will be on or before February 17, 2012, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 16.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
  - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
  - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
  - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
  - (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.
10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted:  upon closing and funding  according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.
11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.) Response requested by noon Wed Jan 18, 2012

Initiated for identification by Buyer ECM etm and Seller ARB MR TREC NO. 20-10  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 [www.ziplogix.com](http://www.ziplogix.com) Brett C. and Emily T.



**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ n/a to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Finding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion  will  will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

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18. ESCROW:

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at: _____	To Seller at: _____
<u>Mr. + Mrs. Brett McCarroll</u>	<u>Ms. Amy Brunsting</u>
<u>518 Hunters Den</u>	<u>2582 Country Ledge</u>
<u>Houston, TX. 77079</u>	<u>New Braunfels, TX 78132</u>
Telephone: <u>281-679-7638</u>	Telephone: <u>830-822-2388</u>
Facsimile: <u>NA</u>	Facsimile: <u>NA</u>
E-mail: <u>brett.mccarroll@constellationn.com</u>	E-mail: <u>abrunsting@ymail.com</u>

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22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- Third Party Financing Addendum for Credit Approval
  - Seller Financing Addendum
  - Addendum for Property Subject to Mandatory Membership in a Property Owners Association
  - Buyer's Temporary Residential Lease
  - Loan Assumption Addendum
  - Addendum for Sale of Other Property by Buyer
  - Addendum for Reservation of Oil, Gas and Other Minerals
  - Addendum for "Back-Up" Contract
  - Addendum for Coastal Area Property
  - Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
  - Seller's Temporary Residential Lease
  - Short Sale Addendum
  - Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
  - Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- Other (list): Tax Proration Protraction Addendum

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 10 days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee  will  will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: \_\_\_\_\_ Seller's Attorney is: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

EXECUTED the 18<sup>th</sup> day of January, 2012 (EFFECTIVE DATE).  
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Brett C. McCarroll Seller A Brunsting  
Emily J. McCarroll Seller Michelle Kay Brunsting  
 Buyer Emily T. McCarroll Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (612) 938-3000 (<http://www.trec.texas.gov>) TREC NO. 20-10. This form replaces TREC NO. 20-8.

Contract Concerning 13630 Pinerock Ln Houston Tx 77079 Page 9 of 9 08-01-2011  
Houston, 5914  
 (Address of Property)

**BROKER INFORMATION**

Prudential Gary Greene  
 Realtors License No. 0475512 Martha Turner Properties License No. 307280  
 Other Broker Firm represents  Buyer only as Buyer's agent represents  Seller and Buyer as an Intermediary  
 Seller as Listing Broker's subagent  Seller only as Seller's agent

Sharon Teusink (281) 444-5140 Telephone Licensed Supervisor of Associate Telephone  
 Mary Johnson (281) 451-5247 Telephone Associate Telephone  
 Lara Nesmith 713 4675712 Listing Associate Telephone

8817 Louetta Rd Other Broker's Address (281) 444-0630 Facsimile Listing Broker's Office Address 12506 Memorial Dr. 713 5590603 Facsimile  
 Spring Tx 77379 City Houston Tx 77024 State Zip  
 mary.johnson@garygreene.com Associate Email Address Lnesmith@marthaturner.com Listing Associate's Email Address

Selling Associate Telephone  
 Selling Associate's Office Address Facsimile  
 City State Zip  
 Selling Associate's Email Address

Listing Broker has agreed to pay Other Broker 3% of the total sales price when the Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

**OPTION FEE RECEIPT**

Receipt of \$ 100. (Option Fee) in the form of check is acknowledged.  
 Seller or Listing Broker Lara Nesmith Date 1/18/12

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$ 4690.00 Earnest Money in the form of pc 3207  
 is acknowledged. Escrow Agent: First American Title Date: 1/18/12  
 By: Darlene Glas / dg Email Address: dglos@firstam.com  
13110 Memorial Telephone: 713-461-8051  
 Address Houston TX 77079 Facsimile: 866-905-7833  
 City State Zip

TREC NO. 20-10





11-29-2010

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM FOR CREDIT APPROVAL

TO CONTRACT CONCERNING THE PROPERTY AT

13630 Pinerock Ln Houston Tx 77079 Houston
(Street Address and City)

Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain credit approval for the financing (Credit Approval). Buyer shall furnish all information and documents required by lender for Credit Approval. Credit Approval will be deemed to have been obtained when (1) the terms of the loan(s) described below are available and (2) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history. If Buyer cannot obtain Credit Approval, Buyer may give written notice to Seller within 25 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to Credit Approval. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

NOTE: Credit Approval does not include approval of lender's underwriting requirements for the Property, as specified in Paragraph 4.A.(1) of the contract.

Each note must be secured by vendor's and deed of trust liens.

CHECK APPLICABLE BOXES:

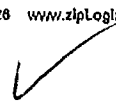
A. CONVENTIONAL FINANCING:

- (1) A first mortgage loan in the principal amount of \$ 417,000.00 (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 4.000 % per annum for the first 30 year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed 1.000 % of the loan.
(2) A second mortgage loan in the principal amount of \$ (excluding any financed PMI premium), due in full in year(s), with interest not to exceed % per annum for the first year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed % of the loan.

B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ for a period in the total amount of years at the interest rate established by the Texas Veterans Land Board.

C. FHA INSURED FINANCING: A Section FHA insured loan of not less than \$ (excluding any financed MIP), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed % of the loan. As required by HUD-FHA, if FHA valuation is unknown, "It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ . The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the

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Prudential Gary Greene, 1519 Brendon Trails Dr Spring, TX 77379
Phone: 281.376.9635 Fax: 281.444.0630 Mary Johnson
Produced with zipForm by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com
Brett C. and Emily



13630 Pinerook Ln Houston Tx 77079, Houston, 5914

(Address of Property)

appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and the condition of the Property are acceptable."

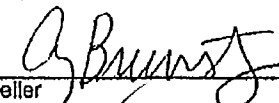
- D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ \_\_\_\_\_ (excluding any financed Funding Fee), amortizable monthly for not less than \_\_\_\_\_ years, with interest not to exceed \_\_\_\_\_ % per annum for the first \_\_\_\_\_ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed \_\_\_\_\_ % of the loan.

VA NOTICE TO BUYER: "It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the Property described herein, if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."

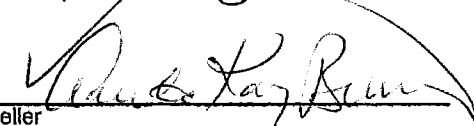
If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Price, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

Buyer hereby authorizes any lender to furnish to the Seller or Buyer or their representatives information relating only to the status of Credit Approval of Buyer.

  
Buyer Brett C. McCarroll

  
Seller

  
Buyer Emily T. McCarroll

  
Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544 (<http://www.trec.state.tx.us>) TREC No. 40-4. This form replaces TREC No. 40-3.

TREC NO. 40-4



APPROVED BY THE TEXAS REAL ESTATE COMMISSION

10-10-11

ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 13630 Pinerock Ln Houston Tx 77079 Houston (Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

- 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
(a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain):
(b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
(a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents):
(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- (x) 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- (x) 1. Buyer has received copies of all information listed above.
2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

- (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: Brett C. McCarroll, Date: 1-17-12
Buyer: Emily T. McCarroll, Date: 1-17-12
Other Broker: Mary Johnson, Date:

Seller: [Signature], Date: 1-18-12
Seller: [Signature], Date: 1/18/12
Listing Broker: [Signature], Date: 1/18/12

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



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-28-2010

**ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION**

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

13630 Pineroak Ln Houston Tx 77079

Houston

(Street Address and City)

(Name of Property Owners Association)

A. **SUBDIVISION INFORMATION:** "Subdivision Information" means: (i) the restrictions applying to the subdivision, (ii) the bylaws and rules of the Property Owners Association (Association), and (iii) a resale certificate, all of which comply with Section 207.003 of the Texas Property Code.

(Check only one box):

- 1. Within \_\_\_\_\_ days after the effective date of the contract, Seller shall, at Seller's expense, deliver the Subdivision Information to Buyer. If Buyer does not receive the Subdivision Information, Buyer may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract for any reason within 7 days after Buyer receives the Subdivision Information or prior to closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- 2. Buyer has received and approved the Subdivision Information before signing the contract. Buyer  does  does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.
- 3. Buyer does not require delivery of the Subdivision Information.

If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer.

Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

B. **FEES:** Except as provided by Paragraph C, Buyer shall pay any and all Association fees or other charges resulting from the transfer of the Property not to exceed \$ 150.00 and Seller shall pay any excess.

C. **DEPOSITS FOR RESERVES:** Buyer shall pay any deposits for reserves required at closing by the Association.

**NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION:** The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Brett C. McCarroll  
Buyer Brett C. McCarroll

[Signature]  
Seller

Emily T. McCarroll  
Buyer Emily T. McCarroll

[Signature]  
Seller

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-8544 (http://www.trec.state.tx.us) TREC No. 36-6. This form replaces TREC No. 36-6.

TREC NO. 36-6



TEXAS ASSOCIATION OF REALTORS®  
SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 13630 Pine Rock, Houston, TX 77079.

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller  is  is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  
11 Dec 2011 or  never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)  
*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring	X		
Carbon Monoxide Det.		X	
Calling Fans		X	
Cooktop	X		
Dishwasher	X		
Disposal	X		
Emergency Escape Ladder(s)			X
Exhaust Fans	X		
Fences	X		
Fire Detection Equip.	X	X	
French Drain		X	
Gas Fixtures	X		
Natural Gas Lines	X		

Item	Y	N	U
Liquid Propane Gas		X	
-LP Community (Captive)		X	
-LP on Property		X	
Hot Tub		X	
Intercom System	X		
Microwave		X	
Outdoor Grill	X		
Patio/Decking	X		
Plumbing System	X		
Pool		X	
Pool Equipment		X	
Pool Maint. Accessories		X	
Pool Heater		X	

Item	Y	N	U
Pump: <input type="checkbox"/> sump, <input type="checkbox"/> grinder		X	
Rain Gutters	X		
Range/Stove	X		
Roof/Attic Vents		X	
Sauna		X	
Smoke Detector	X		
Smoke Detector - Hearing Impaired		X	
Spa		X	
Trash Compactor		X	
TV Antenna		X	
Washer/Dryer Hookup	X		
Window Screens	X		
Public Sewer System	X		

Item	Y	N	U	Additional Information
Central A/C	X			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers		X		number of units: _____
Wall/Window A/C Units		X		number of units: _____
Attic Fan(s)		X		If yes, describe: _____
Central Heat	X			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: _____
Other Heat		X		If yes, describe: _____
Oven	X			number of ovens: <u>2</u> <input checked="" type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney	X			<input checked="" type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mook <input type="checkbox"/> other: <u>Gas connection</u>
Carport		X		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	X			<input type="checkbox"/> attached <input checked="" type="checkbox"/> not attached
Garage Door Openers	X			number of units: _____ number of remotes: _____
Satellite Dish & Controls		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater	X			<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: <u>1</u>
Water Softener		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler	X			<input checked="" type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: <u>Front / Back Yards</u>
Septic / On-Site Sewer Facility		X		If yes, attach information about On-Site Sewer Facility (TAR-1407)

(TAR-1408) 9-01-11 Initialed by: Seller: MB, AKG and Buyer: BCM, CFM Page 1 of 6  
 Minib Tower Properties 20 North Hallow Lane 70014 Houston, TX 77077  
 Produced with eForms by ziplock 10070 Pitcairn Mills Road, Fraser, Michigan 48038  
 Phone: 713.513.1921 Fax: 713.513.0200  
 www.ziplock.com 12010 Pitcairn



Concerning the Property at 13630 Arrowock, Houston, TX 77079

Water supply provided by:  city  well  MUD  co-op  unknown  other: \_\_\_\_\_

Was the Property built before 1978?  yes  no  unknown

(If yes, complete, sign, and attach TAR-100B concerning lead-based paint hazards).

Roof Type: composition Age: \_\_\_\_\_ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

yes  no  unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are in need of repair?  yes  no If yes, describe (attach additional sheets if necessary): \_\_\_\_\_

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		<input checked="" type="checkbox"/>
Ceiling		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>
Exterior Walls		<input checked="" type="checkbox"/>

Item	Y	N
Floors		<input checked="" type="checkbox"/>
Foundation / Slab(s)		<input checked="" type="checkbox"/>
Interior Walls		<input checked="" type="checkbox"/>
Lighting Fixtures		<input checked="" type="checkbox"/>
Plumbing Systems		<input checked="" type="checkbox"/>
Roof		<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks		<input checked="" type="checkbox"/>
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		<input checked="" type="checkbox"/>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>
Asbestos Components		<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>
Fault Lines	<input checked="" type="checkbox"/>	
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>
Improper Drainage		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>
Located in 100-year Floodplain		<input checked="" type="checkbox"/>
Located in Floodway		<input checked="" type="checkbox"/>
Present Flood Ins. Coverage (If yes, attach TAR-1414)		<input checked="" type="checkbox"/>
Previous Flooding into the Structure		<input checked="" type="checkbox"/>
Previous Flooding onto the Property		<input checked="" type="checkbox"/>
Previous Fires		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>

Condition	Y	N
Previous Foundation Repairs	<input checked="" type="checkbox"/>	
Previous Roof Repairs	<input checked="" type="checkbox"/>	
Other Structural Repairs		<input checked="" type="checkbox"/>
Radon Gas		<input checked="" type="checkbox"/>
Settling	<input checked="" type="checkbox"/>	
Soil Movement	<input checked="" type="checkbox"/>	
Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Underground Storage Tanks		<input checked="" type="checkbox"/>
Unplatted Easements		<input checked="" type="checkbox"/>
Unrecorded Easements		<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Water Penetration		<input checked="" type="checkbox"/>
Wetlands on Property		<input checked="" type="checkbox"/>
Wood Rot		<input checked="" type="checkbox"/>
Active Infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>

(TAR-1406) 9-01-11

Initiated by: Seller BCM, etm and Buyer: BCM, etm

Page 2 of 6

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13630 Pinerock

Concerning the Property at 13630 Ploverock, Houston, TX 77079.

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):  
The corner of the master bathroom is near a fault line. Concrete piers were installed to correct differential movement and they have worked well. The roof was damaged by the breezeway after a hurricane. The area was repaired a few days afterwards.

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?  yes  no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y  N Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:  
Name of association: \_\_\_\_\_  
Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_ and are:  mandatory  voluntary  
Any unpaid fees or assessments for the Property?  yes (\$ \_\_\_\_\_)  no  
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
Any optional user fees for common facilities charged?  yes  no If yes, describe: \_\_\_\_\_

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

Any condition on the Property which materially affects the health or safety of an individual.

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

Any rainwater harvesting system connected to the property's public water supply that is able to be used for indoor potable purposes.

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary):

Concerning the Property at 13630 Pinerock, Houston, TX 77079

Section 6. Seller  has  has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above- cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Wildlife Management
- Other: \_\_\_\_\_
- Senior Citizen
- Agricultural
- Disabled
- Disabled Veteran
- Unknown

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?  yes  no If yes, explain: \_\_\_\_\_

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 700 of the Health and Safety Code?  Unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\*Chapter 700 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Amy Brunsting      1-13-12      Amy Brunsting      1-13-12  
 Signature of Seller      Date      Signature of Seller      Date  
 Printed Name: Amy Brunsting      Printed Name: \_\_\_\_\_  
 (TAR-1406) 9-01-11      Initialed by: Seller: ABR, AKS and Buyer: BCM, etm      Page 4 of 8



Concerning the Property at 13630 Pinecock, Houston TX 77079.

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: <u>Reliant</u>	phone #:	_____
Sewer: <u>City of Houston</u>	phone #:	_____
Water: <u>City of Houston</u>	phone #:	_____
Cable: <u>n/a</u>	phone #:	_____
Trash: <u>in maintenance fee</u>	phone #:	_____
Natural Gas: <u>CenterPoint Energy</u>	phone #:	_____
Phone Company: <u>n/a</u>	phone #:	_____
Propane: <u>n/a</u>	phone #:	_____

- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned buyer acknowledges receipt of the foregoing notice.


1/12/12
Emily J. McCarroll
1-12-12

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_ Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_