

WP

GENERAL WARRANTY DEED

13

A

Date: October 10, 1996

Grantors: ELMER H. BRUNSTING and NELVA E. BRUNSTING

Grantors' Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Grantees: ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the
successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated
October 10, 1996, as amended.

302

Grantees' Mailing Address: 13630 Pinerock
Houston, Texas 77079
Harris County, Texas

Consideration:

The sum of TEN (\$10.00) AND NO/100 DOLLARS, and other valid, valuable, adequate
and sufficient consideration, cash, paid to the Grantors, the receipt of which is hereby
acknowledged.

Property (including any improvements):

All of Grantors' undivided interests in and to that certain tract and parcel of real property,
together with all improvements located and situated thereon, being more particularly
described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This deed is subject to all easements, restrictions, conditions, covenants, reservations, and
other instruments of record.

Grantors, for the consideration and subject to the reservations from and exceptions to
conveyance and warranty, grant, sell, and convey to Grantees the property, together with all
and singular the rights and appurtenances thereto in any wise belonging, to have and hold
it to Grantees, Grantees' successors or assigns forever. Grantors bind Grantors and
Grantors' heirs, executors, administrators, and successors to warrant and forever defend all
and singular the property to Grantees and Grantees' successors and assigns against every

101599135



person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantors hereby reserve the rights afforded to the Grantors under the homestead exemption laws pursuant to Chapter 41 of the Texas Property Code and §11.13 of the Texas Tax Code.

When the context requires, singular nouns and pronouns include the plural.

Grantees assume all ad valorem taxes due on the property for the current year.

WITNESS OUR HANDS on October 10, 1996.

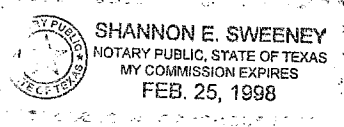
Elmer H. Brunsting
ELMER H. BRUNSTING

Nelva E. Brunsting
NELVA E. BRUNSTING

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on October 10, 1996 by ELMER H. BRUNSTING and NELVA E. BRUNSTING.

Shannon E. Sweeney
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

The Vacck Law Firm, PLLC
11511 Katy Freeway, Suite 520
Houston, Texas 77079

FILE FOR RECORD
8:00 AM

JUN 25 2001

Charly L. Kayman
County Clerk, Harris County, Texas

044-38-108E

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes.

541-99-1595

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time shown, of record by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUN 25 2001



Dorothy B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDED SIOUX COUNTY IOWA

'96 NOV 18 AM 9 44

5407
5407

FILE 1996 CARD 5407
Arita K. Van Bruggen
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 2550 Middle Road, Suite 101, Bettendorf, IA 52722, (319) 355-7070

**QUIT CLAIM DEED
STATE OF IOWA,**

Sioux County

*November 18th 1996
af
Rec'd 11-18-96
af*

THIS INDENTURE WITNESSETH, THAT THE GRANTORS,

**ELMER HENRY BRUNSTING and NELVA E.
BRUNSTING, individually and as husband and wife,**

of the County of Harris and the State of Texas for and in consideration of Ten (\$10) Dollars and other good and valuable consideration in hand paid, QUIT CLAIMS unto

**ELMER H. BRUNSTING and NELVA E. BRUNSTING,
Trustees, or their successors in trust, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996 and
any amendments thereto,**

the following described real estate in the County of Sioux, State of Iowa, hereby relinquishing all rights of dower, homestead and distributive share in and to the real estate, to-wit:

The Northwest Fractional Quarter (NW Fr. 1/4) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa.

subject to all easements and restrictions of record.

The consideration for this transfer is less than \$500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Grantors warrant that the trust named as grantee herein is a revocable trust as defined in Iowa Code Chapter 9H.1(20).

P5086

96-76

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage and protect said premises or any part thereto, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; to donate to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof; from time to time, and upon any terms and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that

(a) at the time of the delivery of this deed the trust stated in this Indenture as grantee was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,

(c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

IN WITNESS WHEREOF, the grantors have signed this on October 29, 1996

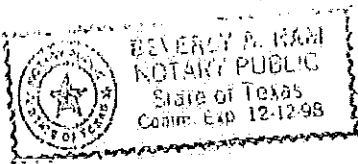
Elmer Henry Brunsting
Elmer Henry Brunsting

Nelva E. Brunsting
Nelva E. Brunsting

STATE OF TEXAS)
COUNTY OF Harris) ss.

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and notarial seal on OCTOBER 29, 1996



Beverly Ram
Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dennis D. Duffy
Attorney at Law
101 Northwest Bank Tower
2550 Middle Road
Bettendorf, Iowa 52722
(319) 355-7070

P5088

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantor hereby reserves the rights afforded to the Grantor under the homestead exemption laws pursuant to Chapter 41 of the Texas Property Code and Section 11.13 of the Texas Tax Code.

When the context requires, singular nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for the current year.

WITNESS MY HAND on February 24, 2010.

Nelva E. Brunsting
NELVA E. BRUNSTING, Trustee, under the
BRUNSTING FAMILY LIVING TRUST dated
October 10, 1996

JOL

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, Trustee, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996.

Candace Lynne Kunz Freed
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

VACEK & FREED, P.L.L.C.

**11777 Katy Freeway, Suite 300 South
Houston, Texas 77079**

VV

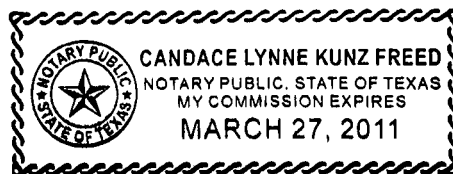


EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Harris County, Texas, and described as follows, to-wit:

Lot Thirty-One (31) in Block Four (4) of WILCHESTER WEST, a subdivision in the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 132, Page 40 of the Map Records of Harris County, Texas, reference being made to said map or plat for all purposes. D

HP 020-58-0024

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

JAN 10 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

JAN 10 2012

Stan Stewart 5091
County Clerk, Harris County, Texas

5522
5522

RECORDED
SIOUX COUNTY IOWA

2010 SEP 23 PM 3:59

FILE 2010 CARD 5522

STATE OF IOWA
Sioux County, IOWA
Entered for record this 24
day of Sept A.D. 2010
Sioux County Auditor
led 9-24-2010 alw

Christa K. Van Bruggen
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 1840 E. 54th Street, Davenport, IA 52807 (563) 445-7400
Return To: The Vacok Law Firm, PLLC 14800 St. Mary's Lane, Suite 230, Houston, TX 77079
Address tax statement: Brunsting Family Living Trust, 13620 Pinetock, Houston, Texas 77079

TRUSTEE'S WARRANTY DEED
STATE OF IOWA, Sioux County

For the consideration of Ten Dollars and other valuable consideration,

NELVA E. BRUNSTING, Trustee, under the **BRUNSTING FAMILY LIVING TRUST** dated October 10, 2996 and any amendments thereto,

does hereby Convey to:

NELVA E. BRUNSTING, Trustee of the **ELMER H. BRUNSTING DECEDENT'S TRUST** dated October 10, 1996,

an undivided one half interest the following described real estate in Sioux County, Iowa, to wit:

The Northwest Fractional Quarter (NW Prt. 1/4) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M EXCEPT the North 542 5 Feet of the West 660 Feet in Sioux County, Iowa,

The Grantor does Hereby Covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and Encumbrances except as may be above stated; and grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated.

The Grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number according to the context.

The consideration for this transfer is less than \$500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Dated: 08/25/2010

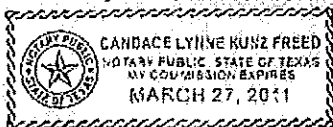
Nelva E. Brunsting
Nelva E. Brunsting

STATE OF Texas

COUNTY OF Harris

)
SS
)

On Aug. 25, 2010, before me the undersigned, a Notary Public in and for said State, personally appeared, Trustee of the Trust, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he, as such Trustee, executed the same as the voluntary act and deed of himself, of such Trustee and of said Trust.



Candace O. Kunz Freed
Notary Public in and for said State

3.
KED

20120114308
03/16/2012 RP1 \$24.00

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

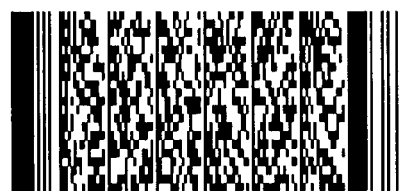
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT ANITA KAY BRUNSTING and AMY RUTH BRUNSTING^{/*} (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:

200

RECORDED



*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.

(3)
102

P5093

37-1655369

RECORDED AT THE REQUEST
OF FIRST AMERICAN TITLE

D

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

2012

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

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012 MAR 16 AM 10:32

FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

MAR 16 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS



Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

| | |
|---|--|
| A. Settlement Statement <div style="text-align: center; font-weight: bold; font-size: 1.2em;"> First American Title Company Final Statement </div> | B. Type of Loan 1-5. Loan Type: Conv. Ins. 6. File Number: 1655369-HO37 7. Loan Number: 3707603216 8. Mortgage Insurance Case Number: |
| C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals. | |
| D. Name & Address of Borrower: Brett C. McCarroll 13630 Pinerock Lane, Houston, TX 77079 | |
| E. Name & Address of Seller: 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 | |
| F. Name & Address of Lender: PrimeLending, A Plainscapital Company 18111 Preston Road, Suite 900 Dallas, TX 75252 | |
| G. Property Location: 13630 Pinerock Lane, Houston, TX 77079 | |
| H. Settlement Agent: First American Title Company Address: 13110 Memorial Drive, Houston, TX 77079 (713)461-8051 | I. Settlement Date: 03/12/2012 Print Date: 03/09/2012, 3:55 PM Disbursement Date: 03/12/2012 Signing Date: |
| Place of Settlement Address: 13110 Memorial Drive, Houston, TX 77079 | |

| J. Summary of Borrower's Transaction | |
|--|-------------------|
| 100. Gross Amount Due from Borrower | |
| 101. Contract Sales Price | 469,000.00 |
| 102. Personal property | |
| 103. Settlement charges to borrower (line 1400) | 11,393.15 |
| 104. | |
| 105. | |
| Adjustments for items paid by seller in advance | |
| 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. | |
| 120. Gross Amount Due from Borrower | 480,611.50 |
| 200. Amounts Paid by or on Behalf of Borrower | |
| 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. | |
| Adjustments for items unpaid by seller | |
| 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. | |
| 220. Total Paid by/for Borrower | 429,025.73 |
| 300. Cash at Settlement from/to Borrower | |
| 301. Gross amount due from borrower (line 120) | 480,611.50 |
| 302. Less amounts paid by/for borrower (line 220) | 429,025.73 |
| 303. Cash (X From) (To) Borrower | 51,585.77 |

| K. Summary of Seller's Transaction | |
|--|-------------------|
| 400. Gross Amount Due to Seller | |
| 401. Contract sales price | 469,000.00 |
| 402. Personal property | |
| 403. Total Deposits | |
| 404. | |
| 405. | |
| Adjustments for items paid by seller in advance | |
| 406. City/town taxes | |
| 407. County taxes | |
| 408. Assessments | |
| 409. Association Dues 03/12/12 to 07/01/12 @\$359.00/semi | 218.35 |
| 410. | |
| 411. | |
| 412. | |
| 413. | |
| 414. | |
| 415. | |
| 420. Gross Amount Due to Seller | 469,218.35 |
| 500. Reductions In Amount Due to Seller | |
| 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 |
| 509. | |
| Adjustments for items unpaid by seller | |
| 510. City/town taxes | |
| 511. County taxes | |
| 512. Assessments | |
| 513. Est.Property Taxes-No Exempt 01/01/12 to 03/12/12 @\$7212.44/yr | 1,422.73 |
| 514. | |
| 515. | |
| 516. | |
| 517. | |
| 518. | |
| 519. | |
| 520. Total Reduction Amount Due Seller | 36,089.03 |
| 600. Cash at Settlement to/from Seller | |
| 601. Gross amount due to seller (line 420) | 469,218.35 |
| 602. Less reductions in amounts due seller (line 520) | 36,089.03 |
| 603. Cash (X To) (From) Seller | 433,129.32 |

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).

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

| L. Settlement Charges | | | | |
|--|--|---------------------------|--|--|
| | | | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
| 700. Total Real Estate Broker Fees \$28,140.00 | | | | |
| 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. | | | | |
| 800. Items Payable in Connection with Loan | | | | |
| 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) | | |
| 900. Items Required by Lender to Be Paid in Advance | | | | |
| 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. | | | | |
| 1000. Reserves Deposited with Lender | | | | |
| 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 | | |
| 1100. Title Charges | | | | |
| 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 |
| 1200. Government Recording and Transfer Charges | | | | |
| 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. | | | | |
| 1300. Additional Settlement Charges | | | | |
| 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. | | | | |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) | | | 11,393.15 | 28,753.30 |

* 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 |
| | |
| | |

| |
|---|
| Total |
| Increase between GFE and HUD-1 Charges |

| | |
|----------|-------------|
| 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 |
|---|--|--|
| 801. Supplemental Summary Itemization of Line 801 Charges: | | |
| 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) | |
| 1103. Supplemental Summary Itemization of Line 1103 Charges: | 2,953.65 | |
| 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 |
| 1104. Supplemental Summary Itemization of Line 1104 Charges: | 301.80 | |
| 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 | |
| 1100. Supplemental Summary | 121.30 | |
| 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 |
|---|------------------|------------------|
| 100. Gross Amount Due From Borrower | | |
| 200. Amounts Paid By Or In Behalf of Borrower | | |
| 201. Supplemental Summary | 4,690.00 | |
| 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 |
| 303. Cash (X From) (To) Borrower | 51,585.77 | 603. Cash (X To) (From) Seller | 433,129.32 |

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

P5099



Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

| | | | |
|---|--|---|--|
| A. Settlement Statement | | B. Type of Loan | |
| First American Title Company Final Statement | | 1-5. Loan Type: Conv. Ins. | |
| | | 6. File Number: 1655369-HO37 | |
| | | 7. Loan Number: 3707603216 | |
| | | 8. Mortgage Insurance Case Number: | |
| C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals. | | | |
| D. Name & Address of Borrower: Brett C. McCarroll 13630 Pinerock Lane, Houston, TX 77079 | | | |
| E. Name & Address of Seller: 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 | | | |
| F. Name & Address of Lender: PrimeLending, A Plainscapital Company 18111 Preston Road, Suite 900 Dallas, TX 75252 | | | |
| G. Property Location: 13630 Pinerock Lane, Houston, TX 77079 | | | |
| H. Settlement Agent: First American Title Company Address: 13110 Memorial Drive, Houston, TX 77079 | | (713)461-8051 | |
| Place of Settlement Address: 13110 Memorial Drive, Houston, TX 77079 | | I. Settlement Date: 03/12/2012 Print Date: 03/09/2012, 3:55 PM Disbursement Date: 03/12/2012 Signing Date: | |

| J. Summary of Borrower's Transaction | |
|---|-------------------|
| 100. Gross Amount Due from Borrower | |
| 101. Contract Sales Price | 469,000.00 |
| 102. Personal property | |
| 103. Settlement charges to borrower (line 1400) | 11,393.15 |
| 104. | |
| 105. | |
| Adjustments for items paid by seller in advance | |
| 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. | |
| 120. Gross Amount Due from Borrower | 480,611.50 |
| 200. Amounts Paid by or on Behalf of Borrower | |
| 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. | |
| Adjustments for items unpaid by seller | |
| 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. | |
| 220. Total Paid by/for Borrower | 429,025.73 |
| 300. Cash at Settlement from/to Borrower | |
| 301. Gross amount due from borrower (line 120) | 480,611.50 |
| 302. Less amounts paid by/for borrower (line 220) | 429,025.73 |
| 303. Cash (X From) (To) Borrower | 51,585.77 |

| K. Summary of Seller's Transaction | |
|---|-------------------|
| 400. Gross Amount Due to Seller | |
| 401. Contract sales price | 469,000.00 |
| 402. Personal property | |
| 403. Total Deposits | |
| 404. | |
| 405. | |
| Adjustments for items paid by seller in advance | |
| 406. City/town taxes | |
| 407. County taxes | |
| 408. Assessments | |
| 409. Association Dues 03/12/12 to 07/01/12 @\$359.00/semi | 218.35 |
| 410. | |
| 411. | |
| 412. | |
| 413. | |
| 414. | |
| 415. | |
| 420. Gross Amount Due to Seller | 469,218.35 |
| 500. Reductions In Amount Due to Seller | |
| 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 |
| 509. | |
| Adjustments for items unpaid by seller | |
| 510. City/town taxes | |
| 511. County taxes | |
| 512. Assessments | |
| 513. Est. Property Taxes-No Exempt 01/01/12 to 03/12/12 @\$7212.44/yr | 1,422.73 |
| 514. | |
| 515. | |
| 516. | |
| 517. | |
| 518. | |
| 519. | |
| 520. Total Reduction Amount Due Seller | 36,089.03 |
| 600. Cash at Settlement to/from Seller | |
| 601. Gross amount due to seller (line 420) | 469,218.35 |
| 602. Less reductions in amounts due seller (line 520) | 36,089.03 |
| 603. Cash (X To) (From) Seller | 433,129.32 |

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).

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

[Handwritten Signature] 3/12/12

P5100

BRUNSTING000149

| L. Settlement Charges | | | | |
|---|---------------------------|-----------|--|--|
| 700. Total Real Estate Broker Fees \$28,140.00 | | | | |
| Division of commission (line 700) as follows: | | | | |
| 701. \$14,070.00 to Martha Turner Properties | | | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
| 702. \$14,070.00 to Prudential Gary Greene Realtors | | | | |
| 703. Commission paid at settlement | | | | 28,140.00 |
| 704. | | | | |
| 800. Items Payable in Connection with Loan | | | | |
| 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) | | | |
| 900. Items Required by Lender to Be Paid in Advance | | | | |
| 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. | | | | |
| 1000. Reserves Deposited with Lender | | | | |
| 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 | | | |
| 1100. Title Charges | | | | |
| 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 |
| 1200. Government Recording and Transfer Charges | | | | |
| 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. | | | | |
| 1300. Additional Settlement Charges | | | | |
| 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. | | | | |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K) | | | 11,393.15 | 28,753.30 |

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

P5101

| 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 |
| | # |
| | # |
| Total | |
| Increase between GFE and HUD-1 Charges | |

| 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 |
| | |
| | |
| 5,815.90 | 5,724.71 |
| -\$91.19 | or -1,567.9% |

| 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 |
|---|------------------------|--|--|
| 801. Supplemental Summary Itemization of Line 801 Charges: | | | |
| 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) | | |
| 1103. Supplemental Summary Itemization of Line 1103 Charges: | 2,953.65 | | |
| 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 | |
| 1104. Supplemental Summary Itemization of Line 1104 Charges: | 301.80 | | |
| 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 | | |
| 1100. Supplemental Summary | 121.30 | | |
| 1112. Tax Certificate to | | | 76.30 |
| 1113. TX Messenger/Overnight Delivery to | \$25.00 | | 20.00 |

| Section J. Summary of Borrower's Transaction continue | | | |
|---|-----------------|------------------|------------------|
| 100. Gross Amount Due From Borrower | | Borrower Charges | Borrower Credits |
| 200. Amounts Paid By Or In Behalf of Borrower | | | |
| 201. Supplemental Summary | 4,690.00 | | |
| 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 |
| 303. Cash (X From) (To) Borrower | 51,585.77 | 603. Cash (X To) (From) Seller | 433,129.32 |

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

P5103

| | |
|--|---------------|
| 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: [Signature]

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 -

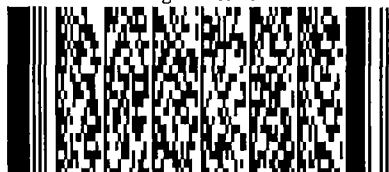
To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

[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.

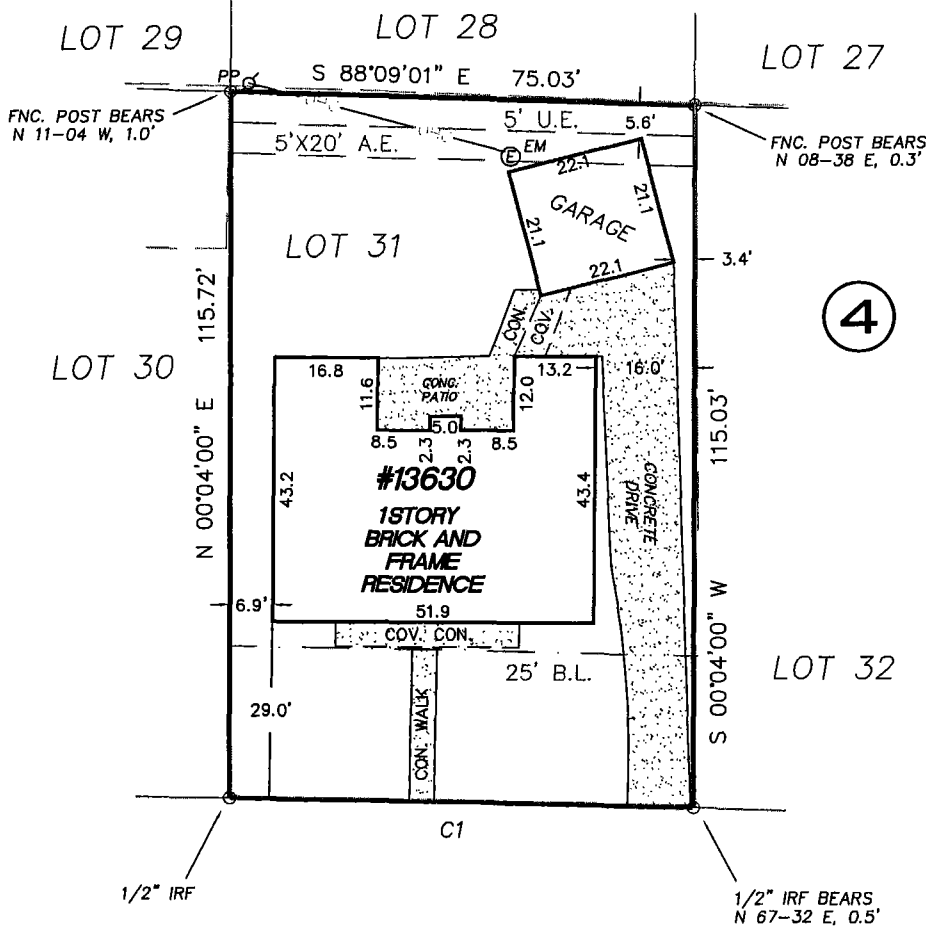


BOUNDARY SURVEY
 1655369
 1655369



First American Title Company

| CURVE TABLE | | |
|-------------|---------|--------|
| CURVE # | RADIUS | LENGTH |
| C1 | 6015.00 | 75.02 |

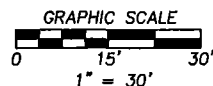


THE FOLLOWING ITEMS AS SHOWN ON THE DRAWING, UNLESS NOTED OTHERWISE, ARE TAKEN FROM THE RECORDED PLAT:

- 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

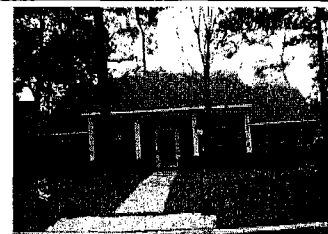


Prudential

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.

| | |
|-------------------------|-----------------------|
| 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.

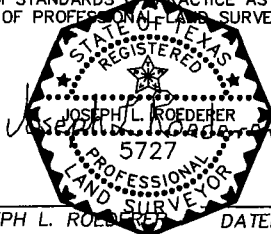
RESIDENTIAL LAND SERVICES

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.



FOR THE FIRM

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 P5107/2/12

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

P5108



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]

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 [X] 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 [X] No
- 3. Is the sales price of the property less than \$250,000? [] Yes [X] No
- 4. Are you married and the sales price is \$500,000 or less? [] Yes [X] 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? [X] 100% [] Other % [] 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 No. of 1099-S Forms required for this file? [] Is Name/Entity Party a 'Non-Record' Seller? [] Is Property part of an Exchange?
[] Void [] Type Is: [] H/W or Individual [] Trust/Business [] YES [] NO
[] Delete
For Escrow Use Only - Required for 1099-S Data Entry Only (No entry in FAST)
[] Add Contract Sales Price Buyer's Part of Real Estate Tax Actual Settlement Date
[] Change \$ \$
[] Delete

Rev. 8/07/06

P5109

BRUNSTING000158



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.

| | | |
|-------------------------------|-----------|---------------------------------------|
| Social Security Number | OR | Taxpayer Identification Number |
| [Redacted SSN] | | 45-6602510 |

Name/Entity (for IRS Reporting of SSN or TIN) Anita Nelda E. Brunsting
Forwarding Street Address (after closing): 203 Bloomingdale Circle
City Victoria State TX Zip Code 77904 Country USA

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 26 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

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

P5110

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^{/*} (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.

P5111

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

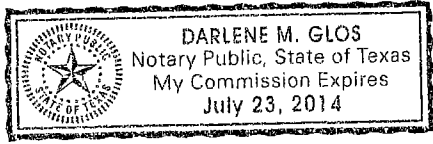
✓ *Amy Ruth Brunsting* 3/12/12

- 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: _____

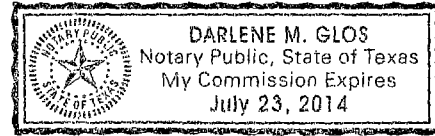
Commission Expires: _____

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

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



P5115

BRUNSTING000164

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

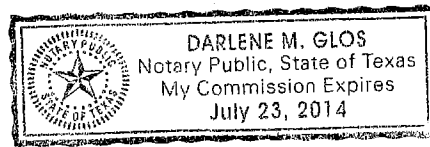
Date

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



P5116



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:
BML

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

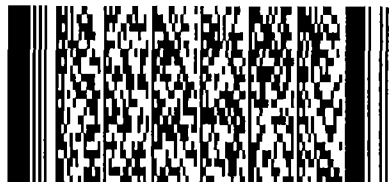
I hereby acknowledge receipt of this Affidavit of Non-Production and further acknowledge that I understand its provisions. Words used in this Affidavit of Non-Production mean and include the plural and vice versa.

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 -



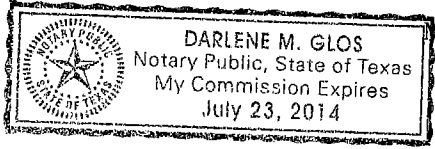
Anita - Sella ✓

3707603216

ACKNOWLEDGEMENT

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

Notary Public in and for the State of



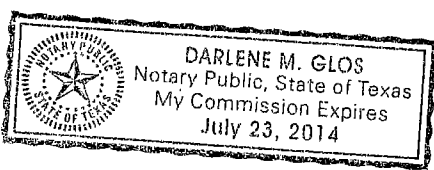
My Commission Expires:

Brett - Buyer ✓

ACKNOWLEDGEMENT

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

Notary Public in and for the State of

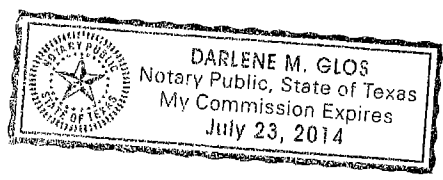


My Commission Expires:

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: BNL "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: BNL 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: BNL 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: BNL 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: BNL 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: BNL 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: |
| ARP | BMI |
| AKS | |

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: ARS
ARS

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:
ARS BM
ARS _____

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)

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.

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

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

16)

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)

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.

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

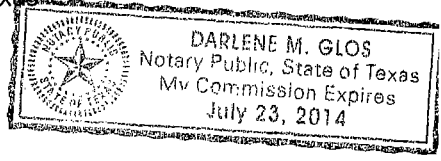
Amy Ruth Brunsting, Co-Trustee

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

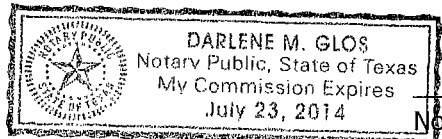
STATE OF TEXAS)
) §
COUNTY OF HARRIS)



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

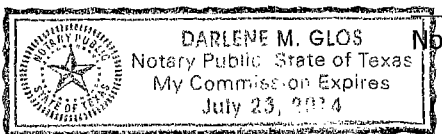


ack of

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

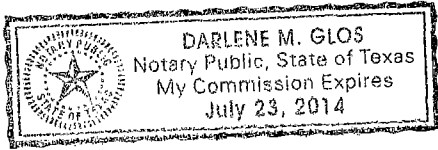


**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

STATE OF TEXAS)
) §
COUNTY OF)

and

This instrument was acknowledged before me this ___ day of 3/12 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 ⁰⁸ 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

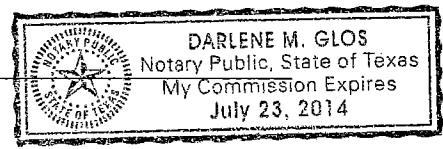
Brett C. & Emily T. McCarroll, personally appeared before me, and being first duly sworn, declared that he signed this application in the capacity designated, if any, and further states that he has read the above application and the statements therein contained are true.

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.

P5128

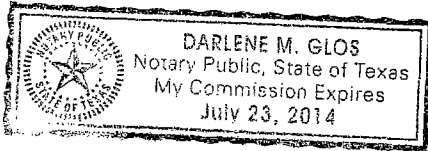
BRUNSTING000177

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



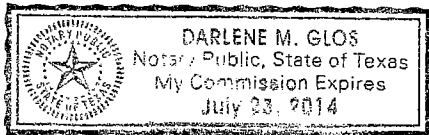
[Signature]
Notary Public, State of Texas:

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^{INC}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.

P5130

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:

~~5333 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

P5131

BRUNSTING000180



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

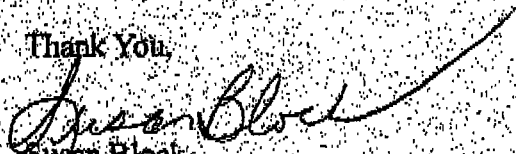
PH: 713-721-8888

1-800-856-3872

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

P5132



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) 458-6544 (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 Tralls Dr Spring, TX 77319
Mary Johnson

Phone: 281.376.9635

Fax: 281.441.0630

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

Brett C. and Emily T.

Handwritten initials/signature

P5135

BRUNSTING000184

6. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$4,690.00 as earnest money with Darlana Glos 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

P5137

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 wetlands, 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.

Initialed for identification by Buyer BCM etm and Seller MB/KE

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 8D 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



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.

Initialed for Identification by Buyer ECM etm and Seller JMS AKR TREC NO. 20-10



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> |

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



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 18th 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, (512) 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 12506 Memorial Dr. 713 5590603 Listing Broker's Office Address 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



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:

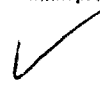
A. CONVENTIONAL FINANCING:

- (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

Initialed for identification by Buyer BCM etm and Seller ARB AKS TREC NO. 40-4
Prudential Gary Greene, 1519 Brendon Trails Dr Spring, TX 77379
Phone: 281.376.9635 Fax: 281.444.0630 Mary Johnson Brett C. and Emily
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogix.com



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."

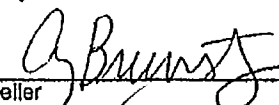
- D. VA GUARANTEED FINANCING: A VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Adjusted Origination Charges as shown on Buyer's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

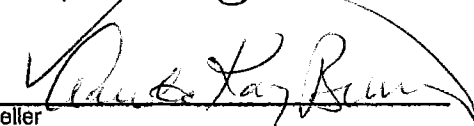
If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable 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

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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):

- 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):

- 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 signature and name: Brett C. McCarroll

Buyer signature and name: Emily T. McCarroll

Other Broker signature and name: Mary Johnson

Seller signature and name: G. Brunsting

Seller signature and name: Santa Tony Bay

Listing Broker signature and name: Sara Nesmith

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)

TREC NO. OP-L

P5146

BRUNSTING000195



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

Emily T. McCarroll
Buyer Emily T. McCarroll

[Signature]
Seller

[Signature]
Seller

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TREC NO. 36-6



**TEXAS ASSOCIATION OF REALTORS®
SELLER'S DISCLOSURE NOTICE**

©Texas Association of REALTORS®, Inc. 2011

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

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13630 Pine Rock

P5148

BRUNSTING000197

Concerning the Property at 13630 Alverock, 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-190B 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 ^a | | <input checked="" type="checkbox"/> |

(TAR-1406) 9-01-11

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

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13630 Alverock

P5149

Concerning the Property at 13630 Pinerock, 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 has 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
- Senior Citizen
- Disabled
- Wildlife Management
- Agricultural
- Disabled Veteran
- Other: _____
- 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 706 of the Health and Safety Code? Unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

*Chapter 706 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.

 1-13-12  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: ECM, etm Page 4 of 8

Concerning the Property at 13630 Pinetack, 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. 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>Center Point 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.

| | | | |
|---|---------|---------------------------|---------|
|  | 1/17/12 | <u>Emily J. McCarroll</u> | 1-17-12 |
| Signature of Buyer | Date | Signature of Buyer | Date |
| Printed Name: _____ | | Printed Name: _____ | |