

Brunsting Family Living Trust

Accounting Pursuant to Texas Trust Code §113.152

Effective as of March 27, 2012.

- (1) **All trust property that has come to the trustee's knowledge or into the trustee's possession and that has not been previously listed or inventoried as property of the trust.**

Schedule A - Assets in the Elmer Brunsting Decedent's Trust, as of December 21, 2010* and March 2012, when Anita Brunsting assumed the role of Successor Trustee while Nelva Brunsting was still alive.

* The date Anita Brunsting began acting as Successor Trustee, per appointment, during the life of Nelva Brunsting

Schedule B - Assets in the Nelva Brunsting Survivor's Trust as of December 21, 2010 and March 2012.

Schedule C - Assets in Irrevocable Life Insurance Trust as of December 21, 2010 and March 2012.

Schedule D - Assets in the estate of Nelva Brunsting as of her date of death, as compiled by the law firm of Vacek & Freed, PLLC from information provided by co-trustees

- (2) **Complete account of receipts, disbursements, and other transactions regarding the trust property for the period covered by the account, including their source and nature, with receipts of principal and income shown separately.**

Schedule E - Deposits and payments from Bank of America account XXXX1143

[No other accounts were used for financial transactions by the co-Trustees.]

A separate account under the management and control of Nelva Brunsting and Carole Brunsting was utilized for Nelva's medical and household expenses, and transfers to Carole for this purpose are listed in this schedule, since the trustees do not have the records of this account.]

Schedule F - Partial gifting reconciliation from Elmer and Nelva Brunsting from 2001, as developed from the checking transactions

Schedule G - Gift payments on behalf of Carl Brunsting for medical expenses

Schedule H - Trustee compensation per agreement with Nelva Brunsting

(3) All property being administered, with an adequate description of each asset.

See Schedule I.

(4) Cash balance on hand and the name and location of the depository where the balance is kept.

All trust expenses have been paid from Bank of America Account XXX1143, as shown in Schedule E.

Deposit account balances as of March 27, 2012 at the Town & Country branch of Bank of America:

1. Account # XXXX1143

Styled: Nelva E. Brunsting Survivors Trust Account \$1,471.75

[payment of trust expenses before and after death of Nelva Brunsting]

2. Account # XXXX3523

Styled: Nelva E. Brunsting Survivor's Trust Account \$446,235.69

[proceeds from sale of house]

3. Account # XXXX3536

Styled: Elmer H. Brunsting Decedent's Trust Account \$41,667.77

[farm rentals deposited in this account]

(5) **All known liabilities owed by the trust.**

Liabilities are listed on Schedule J

ELMER BRUNSTING DECEDENT'S TRUST ASSET LIST				
OWNER	ASSET CATEGORY	DEC 2010 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS
	REAL PROPERTY			
	141 Acres, Iowa, Sioux County, (valued at estimated \$10,000/acre per Rich Rikkers)	\$ 1,410,000.00	\$ 2,157,300.00	appraised value as of 2/7/2012, \$15,300/acre
	SUBTOTAL	\$ 1,410,000.00	\$ 2,157,300.00	
	INVESTMENT ACCOUNTS			
	Edward Jones Acct: #653-13579;	\$ 267,302.58	\$ 250,048.26	as of 2/24/2012
	SUBTOTAL	\$ 267,302.58	\$ 250,048.26	
	DRIP ACCOUNTS			
	Chevron Acct# 12517509293; 595.4547 shares @ \$106.78/share; transferred to Anita Brunsting Trustee, 3/25/11	\$ 63,582.65	\$ 64,698.63	614.1303 Shares @ \$ 105.35/share; value as of 3/22/2012
	Chevron Acct#: ELMERH--BRDT--0100; 612 shares @ 106.78/share, 3/25/11; never transferred to Anita Brunsting as Trustee, remained as Nelva Brunsting Trustee	\$ 65,349.36	\$ 64,474.20	612 Shares @ \$105.35/share; value as of 3/22/2012
	SUBTOTAL	\$ 128,932.01	\$ 129,172.83	
	CASH ACCOUNTS			
	ExxonMobil Acct#C0009467769, Shares 1908 @ \$82.73/share; value as of 3/24/11 when transferred to Anita Brunsting Trustee.	\$ 157,848.84	\$ 50,394.52	583 Shares @ \$86.44/share; value as of 3/16/2012
	SUBTOTAL	\$ 157,848.84	\$ 50,394.52	
	NOTES RECEIVABLE			
	Bank of America Ckg acct#586027563536	\$ -	\$ 41,667.77	Established after mother's death. Includes deposit from farm rent profit bonus at end of 2011 of \$13,902.51 and first half of 2012 rent of \$26,437.50
	SUBTOTAL	\$ -	\$ 41,667.77	

Schedule A

	\$20,000 note from Candy Curtis dated 6/15/2010		\$ (20,000.00)	\$	(20,000.00)		
	SUBTOTAL		\$ -	\$	(20,000.00)		
	MISCELLANEOUS						
	Rental income from Iowa farm - mom deposited check in her personal checking acct as beneficiary of decedent's trust		\$ (15,510.00)	\$	13,902.51		Bonus from profit on 2011 crops - deposited into decedent's trust checking acct 1/11/12
				\$	26,437.50		First half of 2012 rent - deposited into decedent's trust checking acct 3/5/12
	TOTAL		\$ 1,964,083.43	\$	\$2,586,915.61		

NELVA BRUNSTING SURVIVOR'S TRUST ASSET LIST						
OWNER	ASSET CATEGORY	DEC 2010 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS		
	REAL PROPERTY					
	HS-lt 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (value on tax role)	\$ 270,000.00	\$ -	House Sold- CLOSING DATE 3/12/11		
	SUBTOTAL	\$ 270,000.00	\$ -			
	INVESTMENT ACCOUNTS					
	Edward Jones Acct: #653-13555-1-6	\$ 191,205.00	\$ 1.05			
	SUBTOTAL	\$ 191,205.00	\$ 1.05			
	DRIP ACCOUNTS					
	Chevron Acct# 124921356678; 706.0888 shares @ \$106.78/share; transferred to Anita Brunsting Trustee, 3/25/11	\$ 75,396.16	\$ 19,012.88	172.4055 Shares @ \$ 110.28/share; value as of 3/16/2012		
	Deere & Co. Acct#806578316055 - as of 2/1/2011; 9,5807 shares @ \$92.96/share; never transferred to my name as trustee	\$ 890.62	\$ 719.40	9,7125 Shares @ \$74.07/share; value as of 11/2/2011		
	ExxonMobil Acct#C0009467777, Shares 2101.968469 @ \$82.73/share; value as of 3/24/11 when transferred to Anita Brunsting Trustee.	173,895.85	\$ 72,256.12	835.910671 Shares @ \$86.44/share; value as of 3/16/2012		
	MetLife Acct#124921356678, Share 95.00 @ \$45.05/share	\$ 4,279.75	\$ 3,685.05	95.00 Shares @ \$38.79/share, value as of 3/19/2012		
	SUBTOTAL	\$ 254,462.38	\$ 95,673.45			
	CASH ACCOUNTS					
	Bank of America Ckg acct#586027563523	\$ -	\$ 446,235.69	Established after mother's death. Includes deposit from proceeds of sale of house: \$433,129.32		
	Bank of America Ckg acct#0085190001143	\$ 5,215.37	\$ 1,471.75			
	Blue Bonnet Credit Union Sav? Acct#13332	\$ 10.91	\$ 10.91			
	Bank of America Ckg acct#586021229546 (joint acct w/ Carole set up to pay bills for and by Nelva Brunsting, value at start date 12/31/10	\$ 25.00	\$ -			

Schedule B

NELVA BRUNSTING SURVIVOR'S TRUST ASSET LIST				
OWNER	ASSET CATEGORY	DEC 2010 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS
	SUBTOTAL	\$ 5,251.28	\$ 1,482.66	
	NOTES RECEIVABLE			
	Anita Brunsting, 160 Exxon Shares already removed from total shares above	\$ -	\$ 13,830.40	160 Shares @ \$86.44/share, value as of 3/16/2012
	Anita Brunsting, 135 Chevron Shares already removed from total shares above	\$ -	\$ 14,887.80	135 Shares @ \$110.28/share, value as of 3/16/2012
	SUBTOTAL	\$ -	\$ 28,718.20	
	MISCELLANEOUS			
	Household and Personal Goods	\$ 5,000.00	\$ -	
	Jewelry	\$ 853.00	\$ 853.00	
	Coins	\$ 690.00	\$ 690.00	
	2002 Buick LeSabre, VIN# 1G4HR54K3YU229418	\$ 5,500.00	\$ 5,500.00	title never transferred to trust
	SUBTOTAL	\$ 12,043.00	\$ 7,043.00	
	IRA/401K			
	Edward Jones, Acct# 609-91956-1-9, as of 1/1/2011	\$ 54,367.51	\$ 199.20	
	TOTAL	\$ 787,329.17	\$ 133,117.56	

BRUNSTING FAMILY IRREV TRUST - LIFE INSURANCE				
OWNER	ASSET CATEGORY	DEC 2011 VALUES	MARCH 2012 VALUES	MARCH 2012 COMMENTS
	CASH ACCOUNTS			
	Bank of America Acct#008519206643 - life insurance premium drawn from this acct; as of 12/6/2011	\$ 970.96	\$ -	acct closed; remaining balance of \$142.85 deposited into Survivor's Trust Checking on 3/8/2012
	Lincoln Financial Group	\$ -	\$ -	-balance 1/17/12;\$250440.00 payout to each beneficiary of \$50,088; additional interest paid 1/31/12; \$154.40; remaining balance of \$166.86 sent by check to Anita Brunsting Trustee in March 2012; deposited into Survivor's Trust Checking on 3/13/2012

Schedule C

FINAL		NELVA BRUNSTING SURVIVOR'S TRUST (ST) ASSET LIST		3/30/12
OWNER on 11/11/2011	ASSET CATEGORY			11/11/11 VALUES unless indicated otherwise
	REAL PROPERTY			
ST (Survivor's Trust)	HS-L4 31 Blk 4 Wilchester West Sec 1, 13630 Pinerock Ln., Houston, Harris County, Texas (Value at right is what it went on the market for) Appraised value was \$410,000.00; actual sale price is fair market value; (Value net after sale: \$433,129.32)	✓	\$ 469,000.00	\$ 469,000.00
	SUBTOTAL		\$ 469,000.00	
	INVESTMENT ACCOUNTS			
ST	Edward Jones Acct #653-13555-1-6		\$ 1.05	1.05
	SUBTOTAL		\$ 1.05	
	DRIP ACCOUNTS			
ST	Chevron Acct #124921356678 36.8438 Shares @\$107.0650/share value on date of death (basis)	✓	\$ 3,944.68	3,944.68
LT (ST)	Deere & Co. Acct#806578316055 (Value at right reflects value on W's date of death) Basis: \$75.35/share with 9.7125 shares owned as of 8/1/2011 Reinvested shares	✓	\$ 731.84	731.84
ST	ExxonMobil Acct #C0009467777; Shares 671.987460 @\$79.79/share on date of death and new basis)	✓	\$ 53,617.88	53,617.88
ST	MetLife Acct #124921356678 95.00 shares @33.01/share basis	✓	\$ 3,135.95	3,135.95

Key: H - Husband
W - Wife
LT - Living Trust
SP - Separate Property
CP - Community Property
PRO - Probate
JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

Schedule D

GRAND TOTAL				\$ 557,961.51

ILIT IRREVOCABLE TRUST OWNING LIFE INSURANCE

	LIFE INSURANCE			
Brunsting IRREV Trust	\$250,000.00, ILIT, Policy #JP4432833. 5 kids are trust beneficiaries (claim has been made; actual payout as follows: \$250,440.00 (\$440 was death claim interest on the policy which is considered income to the trust earned after date of death)			\$ 250,000.00
	Grand TOTAL IRREV TRUST ASSETS		\$	250,000.00

ELMER BRUNSTING DECEDENT'S TRUST (DT) ASSET LIST				3/30/12
OWNER	ASSET CATEGORY			11/11/11 VALUES of
	REAL PROPERTY			
DT (Decedent's Trust)	143+ Acres, Iowa, Sioux County, Iowa (valued at \$1,294,617.50 on H's Date of death); Value based on Appraisal at @\$15,300/acre	✓		\$ 2,190,000.00
	SUBTOTAL		\$	2,190,000.00
	INVESTMENT ACCOUNTS			
DT	Edward Jones Acct #653-13579 (Value as of W's DOD at right. Basis was set as of H's DOD); confirmed acct number through Doug Williams' office	✓		\$ 236,588.20
	SUBTOTAL		\$	236,588.20

Key: H - Husband SP - Separate Property JT - Joint
W - Wife CP - Community Property ROS - Rights of Survivorship
LT - Living Trust PRO - Probate JTROS - Joint with Rights of Survivorship

DRIP ACCOUNTS				
DT	Chevron Acct #125175509293 (Basis \$67.27/share was on H's Date of death); Value at right estimated as of W's Date of death 612.00 shares at \$107.0650/share.	✓	\$	65,523.78
DT	Chevron Acct#125175509293 (Basis \$67.27/share was on H's Date of death); Value at right estimated as of W's Date of death 604.961 shares at \$107.0650/share	✓	\$	64,770.15
DT	ExxonMobil Acct #C0009467769 (basis \$67.99/share basis on H's DOD) Value at right reflects estimated value on the date of W's date of death for 583 Shares (as of June 2011 and March 2012)	✓	\$	46,517.57
	SUBTOTAL		\$	176,811.50
	MISCELLANEOUS			
DT	Rental income from Iowa farm -Normally rec'd payments 10/2011 (\$15,510.00/6 = \$2,585.00/mo) and next payment due 03/2012; Amount at right shown as liability (advance payment received but not yet earned as of date of W's passing)		\$	(10,340.00)
	SUBTOTAL		\$	(10,340.00)
GRAND TOTAL	DECEDENT'S TRUST ASSETS			\$ 2,593,059.70

ST(LT)W	TOTAL 11/11/2011		\$557,961.51
DT(H)	TOTAL 11/11/2011		\$2,593,059.70
ILJT	TOTAL VALUE LIFE INSURANCE TRUST (income \$440.00)		\$250,000.00
	TOTAL 11/11/2011 ASSETS		\$3,401,021.21

Key: H - Husband
W - Wife
LT - Living Trust
SP - Separate Property
CP - Community Property
PRO - Probate
JT - Joint
ROS - Rights of Survivorship
JTROS - Joint with Rights of Survivorship

Date	Num	Description	Memo	Category	Tag	Clr	Amount
Bank of America Acct ending in :1143							
12/23/2010 through 3/9/2012							
BALANCE 12/22/2010							8,459.61
12/23/2010	EFT	City Of Houston Bill Payment		Utilities:Water		c	-52.74
12/23/2010	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00
12/24/2010	6848	Randall's		Groceries		c	-60.51
12/24/2010	6849	Amy Tschirhart	xmas	Gifts Given		c	-200.00
12/27/2010	6845	Silvana		Hair		c	-25.00
12/30/2010	6850	Void					0.00
12/30/2010	6851	Tino	carl	Medical:In Home			-1,245.00
12/30/2010	6852	Michael Brooks		Medical:In Home		c	-855.00
12/30/2010		Check Order00099 DES:FEE ID:U016		Bank Charge		c	-27.00
12/31/2010	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
12/31/2010	DEP	Deposit		Invest Inc		c	70.30
12/31/2010	DEP	Benefits DES:PENSION ID:36301198		Income		c	594.41
12/31/2010		Tx Thr Cash Withdrawal From Chk					-25.00
12/31/2010		Tx Thr Transfer To Chk.9546 Bank					-25.00
1/3/2011	6847	Medical Aids		Medical:Supplies		c	-32.48
1/3/2011	DEP	Us Treasury 310 DES:SOC Sec ID:2		Income		c	1,780.00
1/3/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-2,466.20
1/4/2011	6853	Robert Cantu		Medical:In Home		c	-736.00
1/5/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	10,000.00
1/5/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	10,000.00
1/5/2011	EFT	State Farm	PPD	Insurance		c	-299.93
1/5/2011	EFT	Comcast		Utilities:Cable TV		c	-64.04
1/5/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-2,500.00
1/6/2011		Check Order00099 DES:FEE ID:U016		Misc:Check Order		c	-15.00
1/13/2011	EFT	Amy Tschirhart		Gifts Given		c	-6,000.00
1/20/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		c	-3.00
1/20/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00
1/21/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		c	-80.94
1/21/2011	EFT	Stream Energy/tx Bill Payment		Utilities:Gas & Electric		c	-134.05
1/25/2011	7001	United States Treasury		Tax:Fed		c	-2,840.00
1/25/2011	7003	Vacek		Legal Fees		c	-880.15
1/25/2011	7005	Entex		Utilities:Gas & Electric		c	-130.42
1/26/2011	7004	Leo Vasquez Tax Assessor Collector		Tax:Property		c	-1,112.87
1/27/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-3,500.00

Schedule E

Date	Num	Description	Memo	Category	Tag	Clr	Amount
Bank of America Acct ending in :1143							
12/23/2010 through 3/9/2012							
4/15/2011	7008	Void					0.00
4/15/2011	7009	Void					0.00
4/15/2011	7010	United States Treasury	Decedents trust 2010 tax	Tax:Fed			-7,095.00
4/15/2011	7011	United States Treasury	Decedents trust 2011 tax qtr est	Tax:Fed			-1,780.00
4/15/2011	7012	United States Treasury	Surv Trust 2011 tax qtr est	Tax:Fed			-3,095.00
4/15/2011	7013	United States Treasury	Surv Trust 2010 tax	Tax:Fed			-3,620.00
4/15/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc			13,791.21
4/18/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric			-93.99
4/20/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc			1,253.84
4/21/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc			15,206.69
4/25/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom			-7,500.00
4/26/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc			3,538.51
4/26/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone			-176.85
4/26/2011	EFT	Comcast		Utilities:Cable TV			-63.71
4/28/2011	EFT	Comcast		Utilities:Cable TV			-63.71
4/29/2011	DEP	Benefits DES:PENSION ID:11700518		Income			600.71
4/29/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity			91.78
5/2/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc			282.71
5/2/2011	EFT	Bank Of America Credit Card Bill		Credit Card			-2,967.61
5/3/2011	EFT	State Farm		Insurance			-300.62
5/9/2011	EFT	A&t DES:PAYMENT ID:787780565AUS	PPD	Utilities:Telephone			-177.21
5/10/2011	7014	TDECU	Luke Truck	Gifts Given			-5,443.22
5/11/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water			-99.74
5/16/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom			-4,000.00
5/19/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric			-174.61
5/24/2011		Online Banking Transfer To Carole/mom		Carole/mom			-2,000.00
5/24/2011		Online Banking Transfer To Carole/mom		Carole/mom			-5,000.00
5/24/2011	EFT	Edward Jones DES:INVESTMENT ID:0		Invest Inc			54,000.00
5/26/2011	EFT	Comcast		Utilities:Cable TV			-11.52
5/27/2011		The Victoria Col DES:TNET Ach Ck	Luke college	Education			-461.00
5/27/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone			-95.73
5/27/2011	EFT	Bluebonnet Credit Union	w/ medical	Household			-1,864.49
5/31/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc			208.00
5/31/2011	DEP	Benefits DES:PENSION ID:14600508		Income			600.71
5/31/2011	EFT	Comcast		Utilities:Cable TV			-11.52
6/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity			91.78

Date	Num	Description	Memo	Category	Tag	Clr	Amount
12/23/2010 through 3/9/2012							
6/2/2011	7015	Vacek		Legal Fees		C	-575.59
6/2/2011	EFT	Bank Of America Credit Card Bill		Credit Card		C	-6,355.65
6/2/2011	EFT	Iowa 529 Ach DES:CONTRIB ID:0000	kt college	Gifts Given		C	-500.00
6/2/2011	EFT	State Farm	PPD	Insurance		C	-300.62
6/2/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		C	-8,500.00
6/3/2011	EFT	Am-honda DES:PMT ID:000001032223	for katie	Gifts Given		C	-5,750.51
6/6/2011	EFT	Chase DES:EPAY ID:1125968648 Ind		Credit Card		C	-2,358.75
6/8/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		C	-2,000.00
6/8/2011	TXFR	Candy Curtis		Gifts Given		C	-2,000.00
6/9/2011		7017 Kroese & Kroese	mom	Tax Preparation		C	-561.93
6/9/2011		7018 Kroese & Kroese	decedents trust	Tax Preparation		C	-1,123.87
6/9/2011		7019 Wilchester West Fund		Tax:Other		C	-327.00
6/9/2011		7020 United States Treasury	Surv Trust 2010 tax qtrly	Tax:Fed		C	-3,620.00
6/9/2011		7021 Treasurer State Of Iowa		Tax:State		C	-47.00
6/9/2011		7022 United States Treasury	Dec Trust 2010 tax qtrly	Tax:Fed		C	-1,780.00
6/9/2011	DEP	Deposit		Invest Inc		C	4.18
6/9/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		C	-154.09
6/9/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		C	-130.35
6/10/2011	DEP	Exxon		Invest Inc		C	896.76
6/13/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		C	51,060.56
6/13/2011	TXFR	Amy Tschirhart	supplies to fix house	Reimbursement		C	-100.00
6/14/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge		C	-3.00
6/17/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		C	-217.04
6/22/2011	EFT	Electchk 7710 Bfd - 14411 We 06/		Utilities:Water		C	-314.57
6/27/2011	EFT	Bank Of America Credit Card Bill		Credit Card		C	-2,364.34
6/28/2011	EFT	A&t Bill [SBC-AR,Ks,Mo,Ok,TX] B		Utilities:Telephone		C	-86.12
6/28/2011	EFT	Comcast		Utilities:Cable TV		C	-52.20
6/30/2011	DEP	Benefits DES:PENSION ID:17900218		Income		C	600.71
7/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		C	91.78
7/1/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		C	704.00
7/5/2011	EFT	State Farm	PPD	Insurance		C	-300.62
7/5/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		C	-10,000.00
7/6/2011		7024 Medical Chest Associates		Medical:Doctor		C	-4.12
7/6/2011	EFT	Chase DES:EPAY ID:1142870017 Ind		Credit Card		C	-2,976.35
7/7/2011		7023 Duke Medical Equipment		Medical:Supplies		C	-7.62
7/11/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water		C	-282.51

Date	Num	Description	Memo	Category	Tag	Clr	Amount
Bank of America Acct ending in :1143							
12/23/2010 through 3/9/2012							
9/9/2011	DEP	Exxon		Invest Inc		c	274.01
9/12/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-168.71
9/16/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-344.55
9/19/2011	EFT	Bluebonnet Credit Union	w/ medical	Household		c	-790.04
9/23/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	10,000.00
9/23/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	-4,767.36
9/26/2011	EFT	A&t Bill (SBC-AR,Ks,Mo,O,K,TX) B		Utilities:Telephone		c	-84.47
9/26/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom		c	-5,000.00
9/28/2011	EFT	Comcast		Utilities:Cable TV		c	-63.72
9/29/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	721.00
9/30/2011	DEP	Minnesota Life DES: Annuity ID:0		Income:Annuity		c	91.78
9/30/2011	DEP	Benefits DES:PENSION ID:27022468		Income		c	-1,598.40
10/4/2011	EFT	County Treasurer DES:TAX ID: 119	farm	Tax:Property		c	-290.04
10/4/2011	EFT	State Farm	PPD	Insurance		c	-2,390.35
10/4/2011	EFT	Chase DES:EPAY ID:1193123150 Ind		Credit Card		c	-184.35
10/11/2011	EFT	A&t DES:PAYMENT ID:787780565AUS		Utilities:Telephone		c	-100.00
10/12/2011	EFT	DeKoster & DeKoster	farm contract	Legal Fees		c	-227.06
10/12/2011	EFT	City Of Houston DES:WATER Bill		Utilities:Water		c	15,000.00
10/14/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	-217.43
10/17/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric		c	-687.84
10/18/2011	EFT	Bluebonnet Credit Union	w/ medical	Household		c	-2,033.30
10/19/2011	EFT	Chase DES:EPAY ID:1205559052 Ind		Credit Card		c	-700.00
10/20/2011	EFT	7031 Kroese & Kroese		Tax Preparation		c	-280.00
10/21/2011	EFT	7032 Vehs Band Boosters	Kt band	Gifts Given		c	-2,000.00
10/26/2011	EFT	Candy Curtis		Gifts Given		c	30,000.00
10/27/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	-63.71
10/28/2011	EFT	Comcast		Utilities:Cable TV		c	231.00
10/31/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc		c	600.71
10/31/2011	DEP	Benefits DES:PENSION ID:29923478		Income:Annuity		c	91.78
11/1/2011	DEP	Minnesota Life DES: Annuity ID:0		Income		c	-2,000.00
11/1/2011	TXFR	Luke Riley		Education		c	-290.04
11/2/2011	EFT	State Farm	PPD	Insurance		c	-102.52
11/3/2011	EFT	Bank Of America Credit Card Bill		Credit Card		c	
11/7/2011	EFT	Wire TYPE:WIRE Out DATE:111107 T	to anita for future trust exp	Legal Fees		c	-10,000.00
			redeposited into new				
			Sury Trust acct				

Date	Num	Description	Memo	Category	Tag	Clr	Amount
12/23/2010 through 3/9/2012							
11/7/2011	EFT	Wire TYPE:WIRE Out DATE:111107 T		Legal Fees			-10,000.00
11/7/2011	EFT	Amy Tschirhart	to amy for future trust exp	Reimbursement	redeposited into new Surv Trust acct		-1,000.00
11/7/2011	EFT	Bank Of America Credit Card Bill	for supplies to fix house	Credit Card			-323.88
11/7/2011	EFT	Wire Transfer Fee		Bank Charge			-25.00
11/7/2011	EFT	Wire Transfer Fee		Bank Charge			-25.00
11/8/2011	EFT	A&T Bill (SBC-AR,Ks,Mo,Ok,TX) B		Utilities:Telephone			-84.44
11/8/2011	EFT	External Transfer Fee - 3 Day -		Bank Charge			-3.00
11/8/2011	EFT	Chase DES:EPAY ID:1218615408 Ind		Credit Card			-3,274.51
11/9/2011	DEP	Deposit		Invest Inc			30.40
11/9/2011	DEP	Safe Deposit Box Rent Refund Fde		Bank Charge			82.00
11/9/2011		Tx Tlr Payment To Sdb 2575 Bankl		Bank Charge			-25.00
11/10/2011	EFT	Candy Curtis		Gifts Given			-2,000.00
11/10/2011	EFT	City Of Houston DES:WATER Bill I		Utilities:Water			-201.70
11/10/2011	EFT	A&T DES:PAYMENT ID:78780565AUS		Utilities:Telephone			-168.24
11/10/2011	EFT	Online Banking Transfer To Carole/mom		Carole/mom			-5,000.00
11/12/2011		Memorial Oaks		Funeral			-1,595.00
11/12/2011		7034 Void		Funeral			0.00
11/14/2011		Memorial Oaks		Funeral			-1,511.29
11/14/2011	EFT	Safebox Fee		Bank Charge			-135.00
11/15/2011		Memorial Oaks	organist	Funeral			-150.00
11/15/2011		7037 Bob Johnson	pastor	Funeral			-300.00
11/15/2011	EFT	Stream Energy-tx Bill Payment		Utilities:Gas & Electric			-160.68
11/21/2011	DEP	Wire TYPE:WIRE In DATE: 111121 T		Invest Inc			25,112.57
11/21/2011	EFT	Wire Transfer Fee		Bank Charge			-12.00
11/22/2011		Nelva E Brunsting Survivors Trust	to open new trust acct	Cash			-500.00
11/23/2011	EFT	Entex	PPD	Utilities:Gas & Electric			-65.66
11/23/2011	EFT	Spring Brnch Isd DES:CHECKPAYMT		Tax:Other			-227.24
11/25/2011	EFT	Online Banking Transfer To Neiva E Brunsting Surv Trust	to start fund new trust acct	Cash			-25,000.00
11/29/2011	EFT	Comcast		Utilities:Cable TV			-63.71
11/29/2011	EFT	Bluebonnet Credit Union	includes medical	Household			-1,165.23
11/30/2011	DEP	Benefits DES:PENSION ID:32923368		Income			600.71
12/2/2011	EFT	State Farm	PPD	Insurance			-290.04
12/5/2011	DEP	Edward Jones DES:INVESTMENT ID:0		Invest Inc			179.00
12/6/2011		7041 Justin Alexander	for kt - reimburse	Medical	reimbursed to Surv trust acct, Mar 2012		-40.00

Bank of America Acct ending in :1143										
12/23/2010 through 3/9/2012										
Date	Num	Description	Memo	Category	Tag	Clr	Amount			
12/9/2011	EFT	Exxon		Div Income		c	274.01			
12/9/2011	EFT	City Of Houston DES:WATER BILL I		Utilities:Water		c	-252.42			
1/5/2012	EFT	State Farm	PPD	Insurance		c	-290.04			
1/9/2012	EFT	City Of Houston DES:WATER BILL I		Utilities:Water		c	-115.49			
2/2/2012	EFT	State Farm	PPD	Insurance		c	-290.04			
2/13/2012	EFT	City Of Houston DES:WATER BILL I		Utilities:Water		c	-47.13			
3/2/2012	EFT	State Farm		Insurance		c	-292.79			
3/7/2012	DEP	AT&T	closed acct	Reimbursement		c	20.49			
3/9/2012	DEP	Exxon		Div Income		c	274.01			
12/23/2010 - 3/9/2012							1,471.75			
TOTAL INFLOWS							293,516.61	293,516.61		293,516.61
TOTAL OUTFLOWS							-292,044.86	-292,044.86		-292,044.86

purpose
 mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights
 mom wanted to help w/ the child support that Amy lost by the kids' dad waiving his parental rights
 college fund
 college fund
 college fund
 college fund

graduation gift to me for finishing my doctorate
 college fund
 college fund
 college fund
 mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
 mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
 mom wanted to pay for housekeeper - I didn't have a housekeeper, mom wanted me to get one
 college fund
 college fund

Taken against inheritance (documentation on file w/ Vacek & Freed) expenses, divorce

Date	Gift	Stock price	amount	Person
12/21/2010	Mom/Dad were trustees			
1/4/2011	trfr			
6/22/2009				
7/14/2009				
11/14/2007	chk# 5715			
1/20/2006	chk# 5143			
2/11/2002	chk# 3526			
12/31/2002	chk# 3911			

10/2/2009				
2/8/2010	chk# 6518			
6/24/2009	chk# 6278			
7/14/2009	chk# 6294			
9/8/2009	chk# 6338			
10/19/2009	chk# 6403			
1/20/2006	chk# 5142			
1/31/2006	chk# 5155			
2/21/2006	chk# 5172			
4/1/2006	chk# 5233			
1/10/2003	chk# 3920			
2/11/2002	chk# 3527			

3/17/2010	chk # 6386			
1/27/2009	chk # 6124			
7/29/2009	chk# 6309			
7/8/2008	chk # 5917			
8/9/2009	chk# 5944			
7/6/2001	trfr			
1/19/2010				
3/29/2010				
6/22/2010				

11/10/2005	chk# 5070			
3/12/2003	chk# 3986			
4/9/2003	chk# 4017			

Schedule F

Date	Gift	Stock price	amount	Person	purpose
9/17/2001	chk# 3347		\$ 2,000.00	Carl Brunsting	medical bills
10/6/2010			\$ 25,000.00	Carl Brunsting	paid one medical bill (\$1565.70) and to caretakers directly for his care from 7/13/2010 through 1/9/2011, (additional days occurred from Jan-April 2011 than included payment to caretakers as well as groceries and his medical supplies, but specific dates in this time period were not recorded)
2010-2011			\$ 21,899.61	Carl Brunsting	
6/27/2009	chk# 6285		\$ 2,000.00	Carole Brunsting	
2/12/2009	chk# 5794		\$ 500.00	Carole Brunsting	
3/18/2008	chk# 5821		\$ 250.00	Carole Brunsting	
11/13/2007	chk# 5713		\$ 600.00	Carole Brunsting	
1/5/2006	chk# 5129		\$ 1,000.00	Carole Brunsting	loan?
7/1/2006	chk# 5287		\$ 1,200.00	Carole Brunsting	
3/23/2005	chk# 4785		\$ 450.00	Carole Brunsting	
12/8/2005	chk# 5090		\$ 1,500.00	Carole Brunsting	
7/2/2005	chk# 4901		\$ 350.00	Carole Brunsting	
10/2/2005	chk# 5016		\$ 2,500.00	Carole Brunsting	
10/21/2003	chk# 4232		\$ 1,000.00	Carole Brunsting	
12/12/2002	chk# 9878 ?		\$ 1,500.00	Carole Brunsting	
12/17/2002	chk# 3883 ?		\$ 5,000.00	Carole Brunsting	
3/23/2010			\$ 7,000.00	Carole Brunsting	
5/18/2010			\$ 1,000.00	Carole Brunsting	
10/1/2010			\$ 20,000.00	Carole Brunsting	original intent to take against inheritance, but no letter/documentation found to date; will be treated as a gift; to fix house

Date	Gift	Stock price	amount	Person	purpose
10/2/2009			\$ 90,854.40	Amy Brunsting	to pay off house
5/11/2011	1120 shares Exxon Survivors trust	\$ 81.12	\$ 90854.4	Amy Brunsting	pay off Luke's truck
Total Amy Brunsting			\$ 90,854.40		pay off Honda for Katie
5/10/2011			\$ 5,443.22	Anita Brunsting	borrowed against inheritance - for college expenses
6/3/2011			\$ 5,750.51	Anita Brunsting	borrowed against inheritance - for college expenses
6/14/2011	135 shares chevron Survivors trust	\$ 100.60	\$ 13,581.00	Anita Brunsting	
6/15/2011	160 shares Exxon Survivors trust	\$ 78.66	\$ 12,585.60	Anita Brunsting	
Total Anita Brunsting			\$ 37,360.33		
4/7/2011			\$ 3,000.00	Candy Curtis	property taxes
6/8/2011			\$ 2,000.00	Candy Curtis	new bed?
6/15/2011	160 shares Exxon Survivors trust	\$ 78.66	\$ 12,585.60	Candy Curtis	for reserve after mom passed away to keep helping her w/ expenses if trust money was not available

Date	Gift	Stock price	amount	Person	purpose
8/24/2011			\$ 2,000.00	Candy Curtis	expenses
10/26/2011			\$ 2,000.00	Candy Curtis	medical bills
11/10/2011			\$ 2,000.00	Candy Curtis	travel to see mom
	Total Candy Curtis		\$ 23,585.60		
6/15/2011	1325 shares Exxon Decedents trust	\$ 78.66	\$ 104,224.50	Carole Brunsting	to pay off/fix house
	Total Carole Brunsting		\$ 104,224.50		
6/14/2011	135 shares chevron Survivors trust	\$ 100.60	\$ 13,581.00	Ann Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	\$ 100.60	\$ 13,581.00	Jack Brunsting UGMA (grandchild)	gift for future car/college exp
6/14/2011	135 shares chevron Survivors trust	\$ 100.60	\$ 13,581.00	Katie Riley UGMA (grandchild)	gift for college exp
6/14/2011	135 shares chevron Survivors trust	\$ 100.60	\$ 13,581.00	Luke Riley (grandchild)	gift for college exp

Carl's Medical Support Bills

Date	Check #	Payee	Amount
7/13/2010	6726	Tino	\$ 1,339.50
7/14/2010	6727	Robert	\$ 60.00
7/15/2010	6729	Shimeka	\$ 180.00
7/21/2010	6588	Tino	\$ 1,581.00
7/27/2010	6393	Tino	\$ 450.00
7/27/2010	6394	Robert	\$ 327.00
7/29/2010	6595	Shimeka	\$ 375.00
8/3/2010	6597	Tino	\$ 654.00
8/9/2010	6607	Tino	\$ 972.00
8/15/2010	6611	MHS Physicians (Carl)	\$ 1,565.70
8/15/2010	6614	Tino	\$ 45.00
8/23/2010	6623	Tino	\$ 45.00
10/4/2010	6690	Carl	\$ 25,000.00
10/18/2010	6741	Robert	\$ 255.00
10/22/2010	6747	Robert	\$ 170.00
10/26/2010	6749	Robert	\$ 105.00
11/1/2010	6764	Robert	\$ 510.00
11/4/2010	6769	Michael Brooks	\$ 237.00
11/5/2010	6771	Robert	\$ 309.00
11/5/2010	6777	Robert	\$ 330.00
11/10/2010	6781	Michael Brooks	\$ 300.00
11/12/2010	6784	Robert	\$ 285.00
11/15/2010	6793	Robert	\$ 270.00
11/17/2010	6795	Michael Brooks	\$ 240.00
11/16/2010	6799	Robert	\$ 295.00
11/24/2010	6806	Michael Brooks	\$ 255.00
11/24/2010	6809	Robert	\$ 345.00
11/26/2010	6810	Michael Brooks	\$ 270.00
12/1/2010	6817	Michael Brooks	\$ 420.00
12/1/2010	6818	Tino	\$ 849.38
12/3/2010	6819	Robert	\$ 135.00
12/5/2010	6820	Robert	\$ 855.00
12/5/2010	6821	Antonio	\$ 135.00
12/7/2010	6826	Michael Brooks	\$ 300.00

Schedule G

Carl's Medical Support Bills

Date	Check #	Payee	Amount
12/8/2010	6828	Michael Brooks	\$ 150.00
12/8/2010	6831	Shimeka	\$ 416.00 half
12/13/2010	6832	Robert	\$ 382.31 half
12/14/2010	6836	Michael Brooks	\$ 525.00
12/15/2010	6840	Tino	\$ 435.00 half
12/17/2010	6843	Tino	\$ 412.50 half
12/16/2010	6844	Michael Brooks	\$ 375.00
12/19/2010	6846	Robert	\$ 469.92 2/3
12/24/2010	pd carole	robert, tino, michael	\$ 1,151.70 2/3
12/30/2010	6851	Tino	\$ 821.70 2/3
12/28/2010	6852	Michael Brooks	\$ 564.30 2/3
1/1/2011		Robert	\$ 435.60 2/3
1/2-1/9/2011		robert, tino, michael	\$ 1,296.00

\$46,899.61

any additional days \$216.00/day

Card/Expense	Closing Date	Amount Charged Against Trust	2%annual value of trust/ month	Balance Remaining	Date
			\$ 4,166.00	\$ 4,166.00	Jan-11
			\$ 4,166.00	\$ 8,332.00	Feb-11
			\$ 4,166.00	\$ 12,498.00	Mar-11
			\$ 4,166.00	\$ 16,664.00	Apr-11
Visa	5/5/2011	\$ 3,327.30	\$ 4,166.00	\$ 17,502.70	May-11
Luke college	5/27/2011	\$ 461.00		\$ 17,041.70	
Katie College	6/2/2011	\$ 500.00	\$ 4,166.00	\$ 20,707.70	Jun-11
Visa	6/6/2011	\$ 2,634.34		\$ 18,073.36	
MC	6/6/2011	\$ 2,358.75		\$ 15,714.61	
MC	7/6/2011	\$ 2,976.35	\$ 4,166.00	\$ 16,904.26	Jul-11
Visa	7/7/2011	\$ 7,242.83		\$ 9,661.43	
MC	7/18/2011	\$ 1,998.19		\$ 7,663.24	
Visa	8/5/2011	\$ 3,199.02	\$ 4,166.00	\$ 8,630.22	Aug-11
Luke college	8/26/2011	\$ 575.00		\$ 8,055.22	
MC	9/6/2011	\$ 999.04	\$ 4,166.00	\$ 11,222.18	Sep-11
Visa	9/7/2011	\$ 4,767.36		\$ 6,454.82	
MC	10/4/2011	\$ 2,390.35	\$ 4,166.00	\$ 8,230.47	Oct-11
Visa	10/6/2011	\$ 102.52		\$ 8,127.95	
MC	10/19/2011	\$ 2,033.30		\$ 6,094.65	
Luke college	11/1/2011	\$ 2,000.00	\$ 4,166.00	\$ 8,260.65	Nov-11
Visa	11/5/2011	\$ 230.22		\$ 8,030.43	
MC	11/8/2011	\$ 3,274.51		\$ 4,755.92	
Total		\$ 41,070.08	\$ 45,826.00		

Schedule H

Brunsting Family Survivor's and Decedent's Assets

Asset	# shares	price/share *	Amount*
Chevron/Texaco-decedent	614.1303	107.84	\$66,227.81
Chevron/Texaco-survivor	172.4055	107.84	\$18,592.21
Chevron - Decedent	612	107.84	\$65,998.08
ExxonMobil-Decedent	583	87.16	\$50,814.28
ExxonMobil-survivor	835.910671	87.16	\$72,857.97
MetLife - Survivor	99	38.31	\$3,639.45
Survivor's Trust Edward Jones			\$1.05
Decedent's Trust Edward Jones			\$250,506.13
Survivor's Trust Checking			\$446,235.69
Decedent's Trust Checking			\$41,667.77
Surv Trust Checking (prior to mom's death)			\$1,471.75
Misc. Coins			\$690.00
Gold Watches/misc jewelry			\$653.00
Total Liquid Assets			\$1,019,555.19
Farm (acres)	141	15300	\$2,157,300.00
House			
Total Trust			\$3,176,855.19

*values as of 3/28/2012

Includes deposit of \$433,129.32 from sale of house

Includes deposit of first 1/2 of farm rent for 2012: \$26437.50 and Chevron Dividend: \$495.72

Some automated payments for house utilities were set up on this acct - it is being left open until final water bill has been paid (April 2012)

appraised value/acre

final sale profit \$433,129.32 - reflected in balance in survivors trust checking acct

Schedule I

Trust Expenses		Amount	Liabilities
Date	Vendor		Farm Taxes
11/12/2011	Kroger - Houston	\$ 23.31	Remainding medical bills
11/16/2011	Phillips 66 - Houston	\$ 56.20	Decedent & Survivor Trust tax prep
11/22/2011	Phillips 66 - Houston	\$ 49.08	Trustee Expenses
12/11/2011	Vacek	\$ 4,500.00	
12/11/2011	US Treasury	\$ 1,780.00	
12/12/2011	Wilchester West Fund	\$ 359.00	
12/18/2011	Mr. Pham Chen	\$ 200.00	
12/18/2011	Centerpoint Energy	\$ 54.82	
12/18/2011	Kelsey-Seybold	\$ 13.92	
12/18/2011	Memorial Hermann	\$ 226.40	
12/18/2011	ACS Primary Care	\$ 6.87	
12/21/2011	USPS	\$ 1.28	
12/26/2011	Home Depot	\$ 92.56	
12/26/2011	Exxon - Victoria	\$ 45.15	
12/28/2011	Kroger - Houston	\$ 16.31	
12/28/2011	HEB - Houston	\$ 3.50	
12/28/2011	Ace Hardware	\$ 66.53	
12/28/2011	Herb Jamison	\$ 450.00	
12/29/2011	Shell - Victoria	\$ 44.51	
12/29/2011	Amy Brunsting	\$ 49.57	
1/9/2012	Exxon - Victoria	\$ 44.06	
1/10/2012	Dr. Annie Urali	\$ 740.77	
1/16/2012	Northwoods Urology Associates	\$ 1,285.05	
1/17/2012	Don Summers Tax Asses/Collect	\$ 59.96	
1/20/2012	Stream Energy	\$ 86.00	
1/31/2012	ATT	\$ 269.84	
2/2/2012	Visa	\$ 41.72	
2/11/2012	Memorial Hermann	\$ 72.16	
2/14/2012	ATT	\$ 19.10	
2/17/2012	Stream Energy	\$ 500.00	
2/29/2012	Durapier	\$ 844.35	
3/2/2012	Amy Brunsting	\$ 25,655.00	
3/6/2012	Carole Brunsting	\$ 2,175.00	
3/11/2012	Kroese & Kroese	\$ 158.09	
3/15/2012	Centerpoint Energy	\$ 12.00	
3/16/2012	Return Check Fee	\$ 14.80	
3/21/2012	Postage	\$ 39.19	
3/26/2012	Stream Energy	\$ 40,481.84	
	Total		

Schedule J



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

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Amy Brunsting (Seller) and Brett C. 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 Pinerock 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)

[X] 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)

[X] (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 [Signature] and Seller [Signature] TREC NO. 20-10

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$4,690.00 as earnest money with Darlene 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 [X] 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)

[X] (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 [X] 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

Initialed for identification by Buyer [Signature] and Seller

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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 lender 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. **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

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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.

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Paul

and Seller

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- H. RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ n/a. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- 8. BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
- 9. CLOSING:**
- A. The closing of the sale will be on or before February 17, 2012, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- 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**

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BNI

and Seller _____

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12. SETTLEMENT AND OTHER EXPENSES:

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

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

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

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

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

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

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

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

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

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

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

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and Seller _____

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18. ESCROW:

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

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

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

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

To Buyer at: _____ To Seller at: _____

Telephone: _____ Telephone: _____

Facsimile: _____ Facsimile: _____

E-mail: brett.mccarroll@constellatio E-mail: _____
n.com

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

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

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 _____ day of _____, _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Brett C. McCarroll
Buyer Brett C. McCarroll

Seller Amy Brunsting

Buyer

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) 936-3000 (<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 0475512 License No. Listing Broker Firm License No.
 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
 Licensed Supervisor of Associate _____

Mary Johnson (281) 451-5247 Telephone Listing Associate Telephone
 Associate _____

8817 Louetta Rd Listing Broker's Office Address Facsimile
 Other Broker's Address (281) 444-0630 Facsimile _____

Spring Tx 77379 City State Zip City State Zip
 City State Zip _____

mary.johnson@garygreene.com Listing Associate's Email Address
 Associate 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 \$ _____ (Option Fee) in the form of _____ is acknowledged.
 Seller or Listing Broker _____ Date _____

CONTRACT AND EARNST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnst Money in the form of _____
 is acknowledged.
 Escrow Agent: _____ Date: _____
 By: _____ Email Address: _____
 Address: _____ Telephone: _____
 City State Zip Facsimile: _____



11-29-2010

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

THIRD PARTY FINANCING ADDENDUM FOR CREDIT APPROVAL

TO CONTRACT CONCERNING THE PROPERTY AT

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

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

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

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

CHECK APPLICABLE BOXES:

- A. CONVENTIONAL FINANCING:
(1) A first mortgage loan in the principal amount of \$ 417,000.00 (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 4.000% per annum for the first 30 year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed 1.000% of the loan.
(2) A second mortgage loan in the principal amount of \$ (excluding any financed PMI premium), due in full in year(s), with interest not to exceed % per annum for the first year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed % of the loan.
B. TEXAS VETERANS LOAN: A loan(s) from the Texas Veterans Land Board of \$ for a period in the total amount of years at the interest rate established by the Texas Veterans Land Board.
C. FHA INSURED FINANCING: A Section FHA insured loan of not less than \$ (excluding any financed MIP), amortizable monthly for not less than years, with interest not to exceed % per annum for the first year(s) of the loan with Adjusted Origination Charges as shown on Buyer's Good Faith Estimate for the loan not to exceed % of the loan. As required by HUD-FHA, if FHA valuation is unknown, 'It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser (Buyer) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$. The purchaser (Buyer) shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the

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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 48026 www.zipLogix.com