

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In Re: Jeanette M. Gutierrez § Case No. 15-52100g
 §
DEBTOR § Chapter 11

MOTION FOR AUTHORITY TO SELL PROPERTY
FREE AND CLEAR OF LIENS

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS.

IF NO TIMELY RESPONSE IS FILED WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD.

A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

COMES NOW, Jeanette M. Gutierrez, the above-named Debtor and in accordance with Federal Rule of Bankruptcy Procedure 6004 shows as follows:

1. On 8/31/2015, the above-named Debtor filed a Voluntary Petition for Relief under Chapter 13 of the United States Bankruptcy Code.
2. The Debtor is the owner of real property located at 256 Long View, San Antonio, Texas 78220.
3. The Debtor proposes to sell free and clear of all liens, claims, and encumbrances, and in accordance with the Federal Rule of Bankruptcy Procedure 6004 and 11 U.S.C. Section 363, the real property, which is more particularly described as Lot 6, Block 6, New City Block 10640, recorded in the Real Property Records of Bexar County, Texas ("Property").
4. This is a private sale, wherein the Debtor proposes to transfer their interest in the Property to Rad Renovations, LLC, 15623 Trail Bluff, San Antonio, Texas 78247, pursuant to the terms of an earnest money contract attached hereto as Exhibit "A" an incorporated herein by reference.
5. Pursuant to 11 U.S.C. Section 363(c) and (f), the Debtor desires to sell the Property free and clear of any interest other than that of the estate with all valid liens, claims, or encumbrances to attach the proceeds of such sale. The Debtor is informed and believes that the Property is encumbered by the following liens:

1) Bexar County Texas	\$4,200.00
2) Ovation Services	\$3,000.00
3) Randolph Brook FCU	\$30,000.00
4) Internal Revenue Service	\$1,202,586.00

Each of these entities will be served a copy of this Motion.

6. The purchase price set forth in the Purchase Agreement is \$ 54,000.00 with \$1,000.00 paid in advance and the remaining balance to be paid in cash at closing.

7. The Debtor estimates that closing costs will total approximately \$1,500.00 and real estate commission will total \$3,240.00. After payment of closing costs, real estate commission, property tax liens, other costs applicable to the closing of the sale, and the mortgage lien of Randolph Brook FCU, Debtor anticipates there will be approximately \$12,060.00 from this sale available for payment towards the Internal Revenue Service lien. The Debtor proposes that the net sales proceeds be paid to the lien holders in the order set forth in paragraph 5 above.

8. The estimated or possible tax consequences to the estate resulting from this sale are capital gains in the amount of \$5,000.00

9. The Debtor believes that the proposed purchase price for the Property is fair and reasonable.

10. The Debtor further requests that the order authorizing the sale not be stayed pursuant to Bankruptcy Rule 6004(g).

WHEREFORE, Debtor requests that this Court, after hearing on notice pursuant to Federal Rules of Bankruptcy Procedure 2002, 6004, and 9014, approve this sale of Property as set forth herein and authorize the Debtor to proceed in accordance with the earnest money contract, and that the Debtor have such other and further relief as is just and proper.

Respectfully submitted,

Law Office of David T. Cain
8610 N. New Braunfels Ave., Ste. 309
San Antonio, Texas 78217
(210) 308-0388; (Fax) 341-8432

/s/ David Cain

David T. Cain
State Bar No. 03598800

CERTIFICATE OF SERVICE

I hereby certify that on December 10, 2016 a true and correct copy of the above and foregoing was served upon the following parties via electronic means as listed on the Court's ECF Noticing System or by regular first class mail:

Jeanette M. Gutierrez
4631 Del Mar Trail
San Antonio, TX 78251

Jon E. Fisher
Attorney, Tax Division, DOJ
717 N. Harwood, Suite 400, # 100
Dallas, Texas 75201

United States Trustee
P.O. Box 1539
San Antonio, TX 78295-1539

... and to all creditors listed below.

/s/ David Cain

David T. Cain

American Express Bank
Po Box 650448
Dallas, Tx75265

Best Buy
Attn.: Bankruptcy Dept.
P.O. Box 543
Carol Stream, IL 60197

Bexar County
c/o Don Stecker
711 Navarro, #300
San Antonio, TX 78205

Community National Bank
1502 Ave M
Hondo, Tx78861

Community National Bank
c/o Ronnie Miller, President
P.O. Box 130
Hondo, TX 78861

Community National Bank
c/o Elizabeth G. Smith
6655 First Park Ten, #250
San Antonio, TX 78213

FGMS Holdings, LLC
dba Ovation Services, LLC
P.O. Box 4258
Houston, TX 77210

Hibu Inc.
c/o Bennett & Garcia
3821 Juniper
Austin, TX 78738

Internal Revenue Service
Special Procedures-Insolvency
P.O. Box 7346
Philadelphia, PA 19101-7346

Internal Revenue Service
Attn.: Special Procedures
300 E. 8th St., STOP5022AUS
Austin, TX 78701

JCPenney Credit Services
C/O SYNCB
P.O. Box 965006
Orlando, FL 32896-5006

Jefferson Bank
Po Box 5190
San Antonio, Tx 78201

Jefferson Bank
c/o Sarah Santos
112 E. Pecan St., #900
San Antonio, TX 78205

JP Morgan Chase Bank
Cardmember Service
Po Box 94014
Palatine, IL 60094

Kabbage
925B Peachtree Street NE
Suite 1688
Atlanta, GA 30309

M2G Real Estate, Ltd
c/o Herbert S. Hill
700 N. St. Mary's #1800
San Antonio, TX 78205

Macy's
Po Box 689195
Des Moines, IA 50368

Nations Woodlands, Ltd.
c/o Culpepper & Mauro
12451 Starcrest Dr.
San Antonio, TX 78216

Ocwen Loan Servicing
PO box 6440
Carol Stream, IL 60197

Ovation Services
8407 Bandera Rd Ste 141
San Antonio, Texas 78250

Perfect Pool
318 W Byrd Blvd
Universal City, Tx 78148

Randolph Brooks FCU
PO Box 2097
San Antonio, Tx 78205

Texas MedClinic
6570 Ingram Rd.
San Antonio, TX 78238

USAA
10750 McDermott Fwy
San Antonio, Tx 78288

YP Advertising
c/o Kyle Neal PC
11550 W IH 10, Suite 287
San Antonio, Texas 78230



Begin Document

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-2-2015

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

1. **PARTIES:** The parties to this contract are Pete Gutierrez (Seller) and RAD Renovations, LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the "Property".

A. LAND: Lot 6 Block 6, County of NCB 10640 Texas, known as 256 Longview Dr (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, 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) garage doors, (ii) entry gates, and (iii) 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: _____

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing \$ 54,000.00

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____

C. Sales Price (Sum of A and B) \$ 54,000.00

4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

5. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$ 1,000.00 as earnest money with Stewart Title as escrow agent, at Stewart Title (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 _____ (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 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

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TREC NO. 20-13

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 (Address of Property)

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(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: (i) will not be amended or deleted from the title policy; or (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.

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 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

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 8 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: _____

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. 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) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): 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 all dedicatory instruments 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

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change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.

- (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 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.
- (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as

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a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

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. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

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 5 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: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is 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.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is 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 and treatments.)

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: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing 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 exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the 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.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by from 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 \$. 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.

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23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 80.00 (Option Fee) within 3 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 8 days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. 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 BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: STEVE PORTER Seller's Attorney is: _____
1902 OCEAN GRANDE SA, TX 78249 _____
Phone: (210) 286-2330 Phone: _____
Fax: _____ Fax: _____
E-mail: sp23porter@yahoo.com E-mail: _____

EXECUTED the 17 day of October 2017 (EFFECTIVE DATE),
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Robert J. Porter
Buyer RAD Renovations, LLC

Pete Gutierrez 10/18/2016 10:43 PM GMT
Seller Pete Gutierrez

ROBERT J PORTER
Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by licensed real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. 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. 20-13. This form replaces TREC NO. 20-12.

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BROKER INFORMATION
 (Print name(s) only. Do not sign.)

U-Own-It Realty 9004088 Listing Broker Firm License No.
 Other Broker Firm License No.

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

Adrian Tavera 625622 Listing Associate's Name License No.
 Associate's Name License No.

Carlos Canales Licensed Supervisor of Listing Associate License No.
 Licensed Supervisor of Associate License No.
18503 Sigma Rd Suite 142

Other Broker's Address Fax Listing Broker's Office Address Fax
San Antonio TX 78258
 City State Zip City State Zip

atavera42@yahoo.com (915)861-7061 Listing Associate's Email Address Phone
 Associate's Email Address Phone

Selling Associate's Name License No.
Licensed Supervisor of Selling Associate License No.
Selling Associate's Office Address Fax
City State Zip
Selling Associate's Email Address Phone

Listing Broker has agreed to pay Other Broker 3.000% 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 EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____ Email Address _____
 Phone: _____
 Address _____ Fax: _____
 City State Zip

End Document

Review Complete